

CONTRA COSTA COUNTY

Administration Building | 1025 Escobar St., Martinez



AGENDA

Tuesday, May 20, 2025

1:00 PM

HOUSING AUTHORITY

CANDACE ANDERSEN, CHAIR

JOHN GIOIA

DIANE BURGIS, VICE CHAIR

KEN CARLSON

SHANELLE SCALES-PRESTON

CYNTHIA JORDAN

JOANN SEGURA

JOSEPH VILLARREAL, EXECUTIVE DIRECTOR, (925) 957-8001

The public may attend the Board meeting in person and remotely via call-in or Zoom. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov. Meetings of the Board are closed-captioned in real time.

Persons who wish to address the Board during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing 888-278-0254 followed by the access code 843298#. A caller should indicate they wish to speak on an agenda item by pushing "#2" on their phone. Persons who wish to address the Board in person should complete the form provided for that purpose. Access via Zoom is also available using the following link: <https://zoom.us/j/92253393385>. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. To provide contact information, please contact Clerk of the Board at clerkoftheboard@cob.cccounty.us or call 925-655-2000. A Spanish language interpreter is available to assist Spanish-speaking callers. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the Board will continue the meeting in person without remote access.

Public comments generally will be limited to two minutes per speaker. In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items is 10 minutes. Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair. Staff reports related to open session items on the agenda are also accessible online at www.contracosta.ca.gov.

1:00 P.M. Convene and call to order

1. **CONSIDER CONSENT ITEMS (Items listed as C.1 through C.14 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Commissioner. Items removed from the Consent Calendar will be considered with the Discussion Items.**

2. **DISCUSSION ITEMS**

- D.1. ACCEPT the recommendation of the Las Deltas Main Campus Selection Panel and Adopt Resolution No. 5270 authorizing the Executive Director to enter into an Exclusive Negotiating Agreement (ENA) with the Community Housing Development Corporation (CHDC) and Eden Housing to acquire, for appraised fair market value, the 11.38-acre former Las Deltas public housing development main campus subject to approval by the Executive Director and approval as to form by County Counsel.

[25-1890](#)

Attachments: [15. HACCC Board Presentation Las Deltas JV v2.pdf](#)
[15. BO-RES - Las Deltas Main Campus RFQ Selection - 5.20.25.docx](#)

- D.2.** CONSIDER adopting Resolution No. 5271 authorizing the sale of twenty-five scattered site buildings located on eighteen parcels from the former Las Deltas public housing development at fair market value as determined by a certified appraisal. [25-1891](#)

Attachments: [16. BO-RES - Las Deltas Scattered Site Market Sales - 5.20.25.docx](#)
[16. Las Deltas Scattered Site Market Rate Units for BO - 04.24.2025.pdf](#)
[16. PSA - Building 599-600 - 1725-1727 4th Street.pdf](#)

D.3 PUBLIC COMMENT (2 Minutes)

3. CONSENT ITEMS

- C.1.** ADOPT Resolution No. 5268 to approve collection loss write-offs in the public housing program in the amount of \$245,022.35 for the quarter ending March 31, 2025. [25-1843](#)

Attachments: [2. Resolution 5268 for Collection Write Off.docx](#)

- C.2.** ADOPT Amendments to the Administrative Plan of the Housing Choice Voucher Program in response to HUD's updates of Sections 102 And 104 of the Housing Opportunities Through Modernization Act of 2016 and the Violence Against Women Act. (No fiscal impact) [25-1868](#)

Attachments: [HCV Admin Plan - Summary of Changes 5.20.2025.pdf](#)

- C.3.** ADOPT Resolution No. 5269, certifying the results for the Section 8 Management Assessment Plan , subject to the U.S. Department of Housing and Urban Development (HUD) confirmatory review, for the Housing Authority of the County of Contra Costa for the period from April 1, 2024, to March 31, 2025. [25-1889](#)

Attachments: [14. BO-SEMAP Resolution FYE 3-31-25.docx](#)
[14. Certification Form 52648 \(HUD\).pdf](#)
[14. SEMAP Certification Indicator 8 with 23 and 24 PS Notices.pdf](#)

- C.4.** ADOPT amendments to the Admissions and Continued Occupancy Policy for the Public Housing Program in response to HUD's updates of Sections 102 and 104 of the Housing Opportunities Through Modernization Act of 2016 and the Violence Against Women's Act. (No fiscal impact) [25-1869](#)

Attachments: [13. ACOP - Summary of Changes May 2025.docx](#)

- C.5.** APPROVE and AUTHORIZE the Executive Director to amend the Housing Authority's procurement policy to increase the administrative approval threshold for petty cash, micro purchases, and small purchases. (No fiscal impact) [25-1725](#)

- C.6.** APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or designee, to execute a contract with the City of Pittsburg in an amount not to exceed \$189,000 to provide the Housing Authority's El Pueblo public housing development with additional law enforcement services for the period July 1, 2024 through June 30, 2025. (100% HUD) [25-1854](#)
- C.7.** APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or designee, to execute a contract with the City of Pittsburg in an amount not to exceed \$198,450 to provide the Housing Authority's El Pueblo public housing development with additional law enforcement services for the period July 1, 2025 through June 30, 2026. (100% HUD) [25-1855](#)
- C.8.** APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or designee, to execute a contract with the Contra Costa County Sheriff's Department in an amount not to exceed \$275,000 to provide the Housing Authority's Bayo Vista public housing development with additional law enforcement services for the period July 1, 2024 through June 30, 2025. (100% HUD) [25-1856](#)
- C.9.** APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or his designee, to execute a twelve-month contract with the Contra Costa County Sheriff's Department to provide the Housing Authority's Bayo Vista public housing development with additional law enforcement services for the period beginning July 1, 2025, and ending June 30, 2026, in an amount not to exceed \$279,000. (100% HUD) [25-1857](#)
- C.10.** APPROVE plans, specifications, and design to rehabilitate three fire-damaged units located in the Elder Winds Public Housing Development at 2100 Buchanan Road, in Antioch, CA; AWARD and AUTHORIZE the Housing Authority Executive Director to execute a construction contract with A&R Construction in the amount of \$208,001 and to approve construction change orders, as needed, up to a maximum total of 10% in addition to the contract award amount; and APPROVE related actions necessary for administration of the project. (100% HUD) [25-1858](#)
- C.11.** APPROVE and AUTHORIZE the Housing Authority Executive Director to execute a contract with Door and Window Guard Systems, Inc., in an amount not to exceed \$200,000 to provide secure entry systems for vacant public housing units/buildings for the period June 2, 2025 to June 2, 2026, and to exercise up to four annual options to renew at the same annual rate to a maximum of \$1,000,000 through June 2, 2029. (100% HUD) [25-1865](#)

- C.12.** APPROVE plans, specifications, and design for the Security Camera Project, El Pueblo (Pittsburg) & Casa de Serena (Bay Point); AWARD and AUTHORIZE the Housing Authority Executive Director to prepare and execute a construction contract with Scheer Security Alarm Systems, Inc., in an amount not to exceed \$224,370 and to approve construction change orders, as needed, up to a maximum total of 10% in addition to the contract award amount; and APPROVE related actions necessary to administer the project. (100% HUD) [25-1867](#)
- C.13.** ACCEPT a report from the Executive Director regarding new income limits effective April 1, 2025, for assisted programs operated by HACCC. (100% HUD) [25-1845](#)
- C.14.** RECEIVE the Housing Authority of the County of Contra Costa's investment report for the quarter ending March 31, 2025. (No fiscal impact) [25-1844](#)

Attachments: [3. Investment Report for Board- Qtr 03-31-25.pdf](#)

4. ADJOURN

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 96 hours prior to that meeting are available for public inspection at 1025 Escobar Street, First Floor, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board before the Board votes on the motion to adopt. Each member of the public will be allowed two minutes to comment on the entire consent agenda.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for public testimony. Each speaker during public testimony will be limited to two minutes. After public testimony, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 1025 Escobar Street, First Floor, Martinez, CA 94553 or to clerkoftheboard@cob.cccounty.us.

Time limits for public speakers may be adjusted at the discretion of the Chair.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 655-2000.

Anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda may contact the Office of the County Administrator or Office of the Clerk of the Board, 1025 Escobar Street, Martinez, California.

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www.contracosta.ca.gov**

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Pursuant to Government Code section 84308 (the Levine Act), members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (except for contracts exempt from the Levine Act under Government Code section 84308(a)), franchises, discretionary land use permits and other entitlements, if the Board member received, within the previous 12 months, more than \$500 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who

actively supports or opposes the County's decision on the agenda item. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$500 to a Board member within the previous 12 months are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member, and may be made either in writing to the Clerk of the Board of Supervisors before the subject hearing or by verbal disclosure at the time of the hearing.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1890

Agenda Date: 5/20/2025

Agenda #: D.1.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: ACCEPT THE RECOMMENDATION OF THE LAS DELTAS MAIN CAMPUS SELECTION PANEL AND ADOPT RESOLUTION NO. 5270 AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH THE COMMUNITY HOUSING DEVELOPMENT CORPORATION (CHDC) AND EDEN HOUSING TO ACQUIRE, FOR APPRAISED FAIR MARKET VALUE, THE 11.38-ACRE FORMER LAS DELTAS PUBLIC HOUSING DEVELOPMENT MAIN CAMPUS.

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

Accept the recommendation of the Las Deltas Main Campus Selection Panel and Adopt Resolution No. 5270 authorizing the Executive Director to enter into an Exclusive Negotiating Agreement (ENA) with the Community Housing Development Corporation (CHDC) and Eden Housing to acquire, for appraised fair market value, the 11.38-acre former Las Deltas public housing development main campus subject to approval by the Executive Director and approval as to form by County Counsel.

BACKGROUND:

On December 17, 2013, the Housing Authority Board of Commissioners approved submission of two Rental Assistance Demonstration (RAD) applications for the conversion of 90 vacant public housing units at Las Deltas in North Richmond to RAD project-based voucher (PBV) units that could be used to fund development of affordable housing throughout the County. On March 30, 2015, HUD approved these two applications.

When staff submitted HACCC's RAD application in December 2013, the intention was to also submit a Section 18 Demolition/Disposition (Section 18) application to HUD for the remaining, occupied units at Las Deltas. The primary advantage of a Section 18 application was that it provided a better long-term subsidy stream than the RAD program did. The disadvantages were that HUD had made it very difficult to get a Section 18 application approved, the funding for replacement vouchers under such an application were shrinking (meaning we may not have gotten any) and HUD did not provide replacement funding for vacant units under a Section 18 application.

In discussions with HUD and others it became clear that it would be difficult to get a Section 18 application approved for Las Deltas and HACCC's best option was to submit a RAD application for the remaining 124 units at Las Deltas in order to maximize the chances that the entire property can be converted to project-based assistance that can be used to develop replacement housing elsewhere. As a result, on August 18, 2015, the Board of Commissioners of the Housing Authority of the County of Contra Costa authorized the submission of two more RAD applications to HUD that would increase HACCC's previously approved applications for 90 vacant units to include all 214 units at Las Deltas in North Richmond.

On August 16, 2016, HUD approved the additional two applications for the remaining units to be converted

under the RAD program. In an effort to replace the units that would be lost at the Property, HACCC committed 214 units of RAD project-based voucher funding to non-profit housing developers in October of 2015 to 14 properties across Contra Costa County. Unfortunately, the rents associated with the RAD assistance would not be sufficient to support the debt service these properties would incur as part of the RAD rehabilitation process and HACCC had to commit additional regular project-based vouchers to these projects.

Three of the 14 projects withdrew from consideration leaving 107 units of RAD assistance unallocated to replacement projects. HACCC has been exploring other projects that may be able to utilize these 107 RAD vouchers but, to date, no entity has shown interest in the assistance. HACCC approached HUD with the possibility to pursue Demolition and Disposition for the unassigned units and HUD indicated that they were amenable to re-visiting such an application for this property.

In June of 2019, HACCC submitted an application to HUD's Special Application Center for Demolition and Disposition of 107 units at Las Deltas. HUD approved this application in October of 2019 and initiated a concerted effort to sell the units at Las Deltas. HACCC developed a plan to carry out the demolition and disposition in three phases. The first phase was the issuance of a Request for Qualifications (RFQ) for non-profit developers to purchase up to four scattered-site properties for a \$1. Phase 2 would entail the marketing of the remaining scattered properties for sale at Fair Market Value. This phase is currently in motion and being prepared for mass distribution. Phase 3 would be the issuance of a request for qualifications for the selection of a Master Developer to acquire and redevelop the 11.38 acres that make up the main campus of the property that sits vacant today.

Phase 1 was completed in August of 2023. Community Housing Development Corporation of North Richmond (CHDC), Richmond Community Foundation (RCF), RichmondLAND (RL) and Richmond Neighborhood Housing Services (RNHS) were selected and given the opportunity to purchase four properties each. This phase is at various points of closing all sales transactions and one has even started rehabilitation of the units.

The marketing of the remaining scattered site properties is on-going and we are in the process of securing appraisals to establish the Fair Market Value sales price for the units. These sales will be on-going until all 25 remaining properties are sold. Each sale will be brought before the Board for approval in the coming months.

On November 4, 2024, HACCC released a Developer Request for Qualifications (RFQ) for the main campus site acquisition and redevelopment.. It was open for 90 days and closed on February 4, 2025. Three proposals were submitted but only 2 were responsive to the RFQ and moved through the evaluation process. The one proposal was a partnership between the Community Housing Development Corporation of North Richmond and Eden Housing, Inc. and the other proposal was a partnership between Satellite Affordable Housing Associates and Richmond Neighborhood Housing Services.

A panel consisting of community resident leaders, development experts, a member of Supervisor Gioia's office and HACCC staff convened to evaluate the proposals and conduct a follow up interview session with the two applicants. Each panelist scored the proposals separately and discussed their results collectively with the panel to arrive at the group's final score for each of the applicants. Three separate scoring rounds were undertaken. The first round was based exclusively on the proposals submitted. The second round of scoring was conducted after interviews were conducted with the bidders to clarify items from their proposals. Bidders were invited to submit their Best and Final proposal after the interviews for final review. The third and final round of scoring was based on a comprehensive review of the proposal, the interviews and the bidders' Best and Final proposals submitted after the round of interviews.

Each proposal was scored on 8 separate factors including experience, project plan, community partnerships, community engagement and marketing strategy, financial strength, acquisition plan, community goals and unit count. All panelist's scores were averaged across each category and overall and a total proposal score was arrived at. The overall score is as follows:

	FINAL COMPREHENSIVE SCORES	
Bidder	CHDC/Eden	SAHA/RNHS
AVERAGE	76.0	70.8

CHDC plans to build 125 homeownership units targeted to families between 80 and 120% of area median income (AMI). These proposed units are all over 2,000 square feet. Additionally, CHDC and Eden will partner to develop 115 rental units for seniors with household incomes at or below 60% of AMI. This part of the proposal will take the form of a low-rise apartment building.

HACCC endeavors to enter into an Exclusive Negotiating Agreement (ENA) with CHDC and Eden that will be brought to HUD and this Board for approval prior to transferring the property to them. The ENA will address the terms of the purchase price, timeline of the development activity and the required commitments of the developer as a condition of winning the bid to purchase and develop the former Las Deltas property. Should consensus not be reached with the selected developer on an ENA, HACCC may choose to negotiate with the other development party or re-open the bidding process.

FISCAL IMPACT:

Based on existing appraisals, HACCC will receive approximately \$5,500,000 for the sale of the main campus. Closing costs and realtor fees will be paid from these funds. Final proceeds may change in response to market fluctuations and buyer response. All proceeds will be used for affordable housing purposes.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Commissioners elect not to approve the Executive Director to enter into an Exclusive Negotiating Agreement (ENA) with CHDC and Eden to acquire, for appraised fair market value, the 11.38 acre former Las Deltas public housing development main campus, HACCC shall have to reopen the selection process to find a new developer and further delay the transfer of the property to a new owner in order for further development activity to continue for both this site and for HACCC's public housing properties.

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

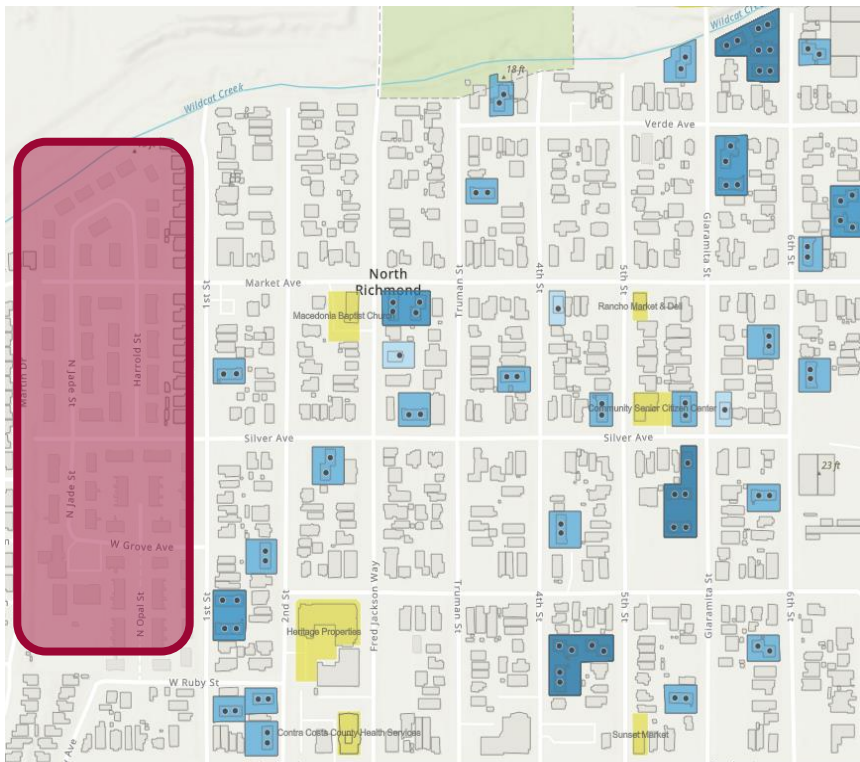


LAS DELTAS REDEVELOPMENT

Presented by
Joseph Villarreal, Executive Director

May 2025

3-STEP LAND SALE PROCESS



Was 214 units
of family public
housing

**134-unit main
campus, 11.38
acres
[demolished]**

**80 scattered
site units (38
duplexes, 4
single family
homes), 7.69
acres**

1

16 Scattered Sites

Below Market Value (\$1) Sales
RFQ
2023-2024

2

Remaining Scattered Sites

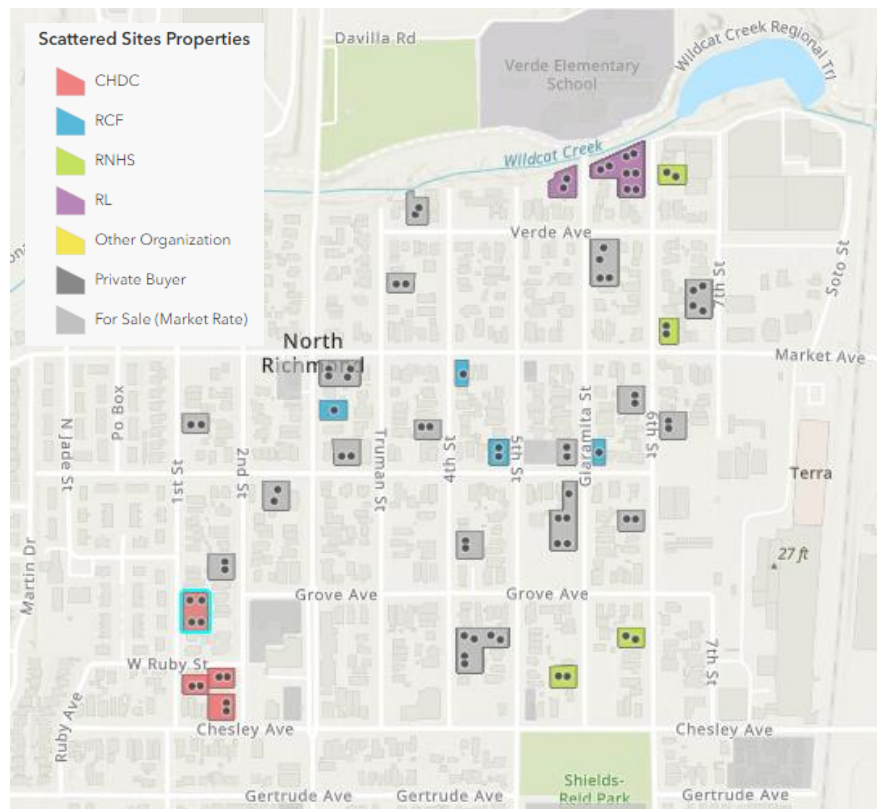
Fair Market Value Sales
Realtor
2025

3

Main Campus

Fair Value Sale or Lease
RFQ
2025

BELOW MARKET HOMEOWNERSHIP SALES



Richmond Community Foundation

Rehabilitating 3 single family homes and 1-2 duplexes into for-sale Advanced Electric Homes



Richmond Neighborhood Housing Services

Rehabilitating 4 duplexes for a total of 8 units, using their Restoring Neighborhoods funding model



Richmond LAND

Transforming 5 duplexes into a 20+ unit tiny home (400 sq ft) Eco-Village, stewarded by their Community Land Trust

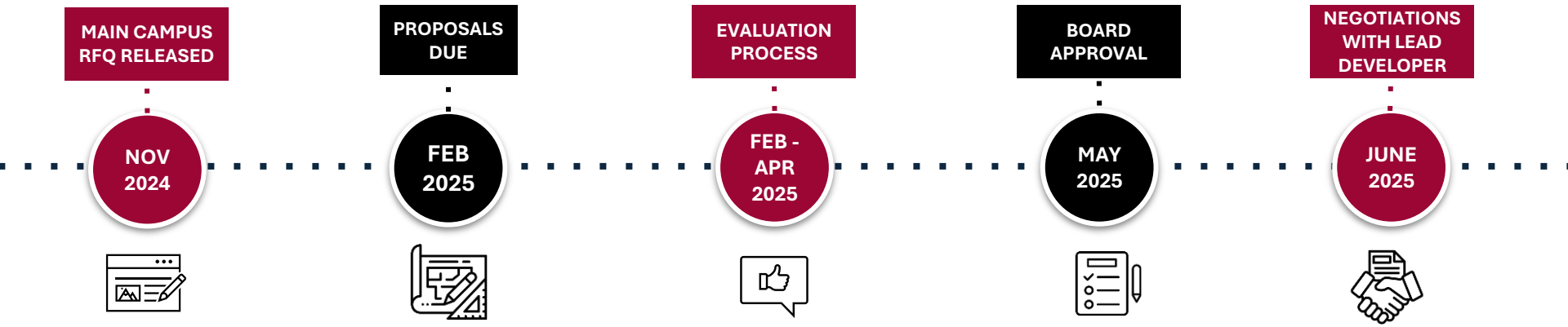


Community Housing Development Corporation of North Richmond

Converting 4-5 duplexes into family-sized (3-4BR) single family homes, layered with their counseling and down payment assistance programs

WHERE WE ARE TODAY

MAIN CAMPUS



Selected Development Team Organization

CHDC

Founded in Richmond in 1990

Full-service housing development corporation

A BIPOC-led community services provider with property management and lender affiliates

Developed, co-developed, or acquired 961 affordable housing units in Richmond

EDEN

Founded in Hayward in 1968

Developing, owning, managing, and servicing affordable housing developments

163 properties owned or managed

12,600+ affordable units developed, acquired, or rehabilitated

HKIT

Founded in Richmond in 1948, operating in Oakland since 2000

Full planning, architecture, and interior design services

Focused on design of affordable housing, senior living, and education facilities

Designed over 10,000 units of affordable housing

Overview



- A new, infill community with strong connections to the existing neighborhoods on three sides
- Street connections aligned with existing roadway grid
- Scale of lots compatible with neighboring homes, restoring the existing urban fabric
- **240 homes for estimated 700 residents:**
 - 125 individual for-sale homes
 - 115 affordable apartments for low-income seniors

Proposed Master Plan



KEY

 LAS DELTAS MASTERPLAN AREA

 2 BEDROOM HOMES

 3 BEDROOM HOMES

 COMMUNITY CENTER

 BASKETBALL GYM

 SENIOR BUILDING

 EXISTING TREES

 NEW TREES

 EXISTING BUS STOP

 PROPOSED CONNECTIONS TO EXISTING STREET

 EXISTING BICYCLE LANE

 WILDCAT CREEK & TRAIL

PHASE 5: 24 Homeownership Homes

Construction Start 3rd Quarter 2032
Construction End 4th Quarter 2033
Full occupancy 1st Quarter 2034

PHASE 2: 24 Homeownership Homes

Construction Start 2nd Quarter 2028
Construction End 3rd Quarter 2029
Full occupancy 4th Quarter 2029

Planning Entitlements: 1st Quarter 2026

Phase 1B: 115 Senior Rentals

Construction Start 2nd Quarter 2028
Construction End 4th Quarter 2029
Full occupancy 1st Quarter 2030



**PHASE 4
25 HOMES**

**PHASE 5
24 HOMES
+
PARK & REC**

**PHASE 2
24 HOMES**

**PHASE 3
26 HOMES**

**PHASE 1
115 SR. HOUSING
26 HOMES**

PHASE 4: 25 Homeownership Homes

Construction Start 2nd Quarter 2031
Construction End 3rd Quarter 2032
Full occupancy 4th Quarter 2032

PHASE 5: Park

Construction Start 3rd Quarter 2032
Construction End 1st Quarter 2034

PHASE 3: 26 Homeownership Homes

Construction Start 3rd Quarter 2029
Construction End 4th Quarter 2030
Full occupancy 1st Quarter 2031

PHASE 1A: 26 Homeownership Homes

Construction Start 1st Quarter 2027
Construction End 2nd Quarter 2028
Full occupancy 4th Quarter 2028

Affordable Senior Rental



- 2.12 Acres in Phase 1 are dedicated to the development of a three-story senior apartment community. A total of 115 units can be built at once in a single phase, or in two separate phases.
- One-bedroom units approximately 600 s.f. each with accessible/adaptable bathrooms and kitchens.
- Amenity spaces include shared laundry, fitness, common rooms and gathering spaces. Management and resident services offices are in each building.
- A large interior courtyard space provides space for gathering and recreation.
- To the west is a surface parking lot providing 44 parking stalls, or .38 stalls / unit.



For Sale Homes



- Each phase of the master plan development includes 24-26 lots for the development of single-family dwellings.
- The units are built in pairs of 2BR and 3BR homes with attached garages and 5' clear space on either side.
- Each lot provides space for 2 parking stalls (one in garage, one in driveway), plus private backyard space.



Central Park, Recreation Center, & Wildcat Creek



The core of the Las Deltas neighborhood is the **central park** with recreation center. This provides .44 acres of open space with recreation amenities including play areas for all ages and abilities, seating and picnic areas.

A 12,525 s.f. **Recreation Center** provides space for activities and classes, along with an indoor gymnasium. Additional angled street parking is proposed along the east and west sides of the park.

Wildcat Creek to the north of the master plan area provides natural watershed and habitat. The development maintains a natural buffer between the residential lots and the riparian zone. This zone could include community garden areas and gathering spaces. A pedestrian connection to trails along Wildcat Creek is also possible.

THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5270

AUTHORIZING THE SALE OF THE FORMER LAS DELTAS PUBLIC HOUSING MAIN CAMPUS SITE
AT MARKET PRICE TO CHDC AND EDEN HOUSING, INC. TO DEVELOP NEW RENTAL AND
HOMEOWNERSHIP UNITS

WHEREAS, on October 25, 2019, the Housing Authority of the County of Contra Costa (HACCC)
received permission from the U.S. Department of Housing and Urban Development to sell all the
former public housing units at Las Deltas in North Richmond on the private market; and

WHEREAS, HACCC sought to enable the development of a variety of housing types, opportunities, and
affordability levels for the former and current citizens of North Richmond, including those who had
lived in Las Deltas; and

WHEREAS, on November 4, 2024, HACCC released an RFQ seeking a developer(s) who had the
capacity to purchase the former Las Deltas main campus and develop several hundred new
homes along with community facilities there; and

WHEREAS, on November 4, 2024, HACCC released a Developer Request for Qualifications (RFQ) for
the main campus site acquisition and redevelopment with the goal of building a mix of rental and
homeownership units at both affordable and market-rates.; and

WHEREAS, a selection panel comprised of HACCC staff, Contra Costa County staff, affordable housing
development experts and North Richmond community members chose a joint proposal from
CHDC and Eden Housing as the most successful response to HACCC's RFQ;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the
County of Contra Costa, the Executive Director is hereby authorized to begin negotiations to
enter into an Exclusive negotiating Agreement with CHDC and Eden for the development of the
former Las Deltas public housing main campus with a mix of moderate-income homeownership,
affordable rental units and community facilities; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized and directed to seek U.S.
Department of Housing and Urban Development approval to sell each of the main campus at
market rate;

BE IT FURTHER RESOLVED, that the Executive Director is authorized and directed to execute any
required documents to release all existing HUD Declaration of Restrictive Covenants for the
property in the name of the buyers.

BE IT FURTHER RESOLVED, that the Executive Director is authorized to take any and all actions to
effectuate the intent of this resolution

PASSED AND ADOPTED ON _____ by the following vote of the
Commissioners.

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF AN
ACTION TAKEN AND ENTERED ON THE
MINUTES OF THE BOARD OF
COMMISSIONERS ON THE DATE SHOWN.

ATTESTED _____

JOSEPH VILLARREAL, CLERK OF THE
BOARD OF COMMISSIONERS AND
EXECUTIVE DIRECTOR

By _____



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1891

Agenda Date: 5/20/2025

Agenda #: D.2.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: AUTHORIZE THE SALE OF TWENTY-FIVE SCATTERED SITE BUILDINGS LOCATED ON EIGHTEEN PARCELS FROM THE FORMER LAS DELTAS PUBLIC HOUSING DEVELOPMENT AT FAIR MARKET VALUE AS DETERMINED BY A CERTIFIED APPRAISAL

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

Adopt Resolution No. 5271 authorizing the sale of twenty-five scattered site buildings located on eighteen parcels from the former Las Deltas public housing development at fair market value as determined by a certified appraisal.

BACKGROUND:

The Housing Authority of the County of Contra Costa (HACCC), in collaboration with both the HUD Office of Recapitalization (RECAP) and the HUD Special Application Center (SAC) agreed on a process to demolish and dispose of the Las Deltas Public Housing development through the combined use of Rental Assistance Demonstration Program (RAD) and Section 18 Demolition and Disposition.

HACCC requested, and HUD approved, the removal of the Declarations of Trust on the properties that make up the entire site. In addition, HUD approved the recording of a new Declaration of Restrictive Covenant (DRC) on all the units and parcels at Las Deltas. A copy of the DRC is included with the Purchase and Sale Agreement attached herein. The DRC required that any scattered sites sold at market rate would need to be substantiated by a certified appraisal and would no longer be subject to the restrictive covenants. The proceeds of the sale would be required to be used for affordable housing purposes, primarily the preservation of development of new affordable housing tied to HACCC's remaining public housing portfolio.

The sale of Las Deltas was earmarked to give preference to former residents of Las Deltas as the Tier 1 group and residents of, or people working in, North Richmond as the Tier 2 group. Tier 3 would be all other interested buyers.

This Board approved the sale and disposition of seventeen buildings at below market rates on September 12, 2023, to four non-profit housing developers who are refurbishing the units and will then sell them to former Las Deltas residents and residents of North Richmond with incomes at or below 80% of the area median income. This was the first phase of the disposition plan for Las Deltas.

The second phase focused on the sale of the main campus property to a developer(s) who could build a mix of rental and homeownership units at both affordable and market rates. The Board is considering that selection in another item at today's meeting.

The third phase, covered in this Board order, is to sell the remaining twenty-five buildings on eighteen parcels at Fair Market Value (FMV) based on a certified market appraisal, as required by HUD. HACCC began this phase in March of this year. A certified appraiser was hired to complete market appraisals for these properties which HACCC will use to begin marketing the parcels to the former residents of Las Deltas before proceeding with members of the North Richmond community.

Pursuant to the DRC, we are required to secure HUD approval on a unit-by-unit basis for the FMV sales. Moreover, as custodians of HACCC's assets, this Board must approve the sale of the properties as well. This action seeks to secure blanket approval by this Board authorizing the Executive Director to proceed with submission of each sale to HUD, as required by the DRC, as they are presented to HACCC by our realtor. In doing so, it provides HACCC and the buyers with an expedited approval process so that the sale is not jeopardized or the buyer becomes discouraged.

The first FMV offer has been received. The offer is for Building 599-600: 1725 - 1727 Fourth Street, Richmond, CA listed as items 146 and 147 in the exhibit to the DRC attached to the Purchase and Sale Agreement.

This offer is included in our request today along with the remaining Las Deltas properties to be sold. These properties are outlined in attachments to this Board Order.

Staff also submitted a request to HUD on April 24, 2025 for the approval to sell Building 599-600: 1725 - 1727 Fourth Street, Richmond, CA at FMV.

If the Board approves this board action, the buyer will be able to purchase the property and the restrictive covenant shall be removed from the parcel. In addition, the Executive Director shall be authorized to proceed with future offers without having to come back to this Board, ensuring a speedier close that is less likely to jeopardize any sales.

FISCAL IMPACT:

Based on existing appraisals, HACCC will receive approximately \$7,500,000 for the sale of the twenty-five properties on the eighteen parcels for sale. Closing costs and realtor fees will be paid from these funds. Final proceeds may change in response to market fluctuations and buyer response.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not authorize the sale at FMV, as determined by a certified appraisal, of the remaining twenty-five scattered site buildings on eighteen parcels from the former Las Deltas public housing development, HACCC will not be able to proceed with the disposition plan for the former Las Deltas scattered site properties and will continue to incur the costs associated with maintaining these empty units. HACCC may also face sanctions from HUD for not proceeding with the plan approved by HUD in 2019.

THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5271

**AUTHORIZING THE SALE OF TWENTY-FIVE SCATTERED SITE BUILDINGS IN THE
NORTH RICHMOND LAS DELTAS DEVELOPMENT AT MARKET PRICES TO
PRIVATE SECTOR BUYERS TO REHABILITATE AND UTILIZE FOR RESIDENTIAL
HOUSING**

WHEREAS, on October 25, 2019, the Housing Authority of the County of Contra Costa (HACCC) received permission from the U.S. Department of Housing and Urban Development to sell all the former public housing units at Las Deltas in North Richmond on the private market; and

WHEREAS, HACCC sought to enable the development of a variety of housing types, opportunities, and affordability levels for the former and current citizens of North Richmond, including those who had lived in Las Deltas; and

WHEREAS, on April 10, 2023, HACCC released an RFQ seeking local nonprofit developers who could buy sixteen of the scattered site buildings from Las Deltas, rehabilitate or redevelop them into some form of homeownership or equity-building housing and sell them at an affordable rate to families at or below 80% of area median income. The priority in all sales will be for former Las Deltas residents and then other current and past residents of North Richmond; and

WHEREAS, on November 4, 2024, HACCC released a Developer Request for Qualifications (RFQ) for the main campus site acquisition and redevelopment with the goal of building a mix of rental and homeownership units at both affordable and market-rates.; and

WHEREAS, HACCC now seeks to sell the remaining Las Deltas scattered site units at market rate, to provide housing diversity in North Richmond, to provide opportunities to purchase for North Richmond residents and to generate income for the preservation of production of more affordable housing units, specifically centered around the remainder of HACCC's ageing public housing portfolio. The remaining scattered site units are comprised of twenty-five buildings on eighteen parcels.;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the County of Contra Costa, the Executive Director is hereby authorized to list and sell the remaining scattered site Las Deltas units at market-rate; and

BE IT FURTHER RESOLVED, that as appropriate offers are received, the Executive Director is authorized and directed to seek U.S. Department of Housing and Urban Development approval to sell each of the remaining twenty-five buildings at market rate;

BE IT FURTHER RESOLVED, that the Executive Director is authorized and directed to execute any required documents to release the existing HUD Declaration of Restrictive Covenants for each building in the name of the buyers.

BE IT FURTHER RESOLVED, that the Executive Director is authorized to take any and all actions to effectuate the intent of this resolution

PASSED AND ADOPTED ON _____ by the following vote of the Commissioners.

AYES:

NOES:

ABSENT:

ABSTAIN:
THIS IS A

I HEREBY CERTIFY THAT

TRUE AND CORRECT COPY OF AN
ACTION TAKEN AND ENTERED ON THE
MINUTES OF THE BOARD OF
COMMISSIONERS ON THE DATE SHOWN.

ATTESTED _____
JOSEPH VILLARREAL, CLERK OF THE
BOARD OF COMMISSIONERS AND
EXECUTIVE DIRECTOR

By _____

Market Rate Sales

Count	BR Size	Unit Number	Entrance Number	APN #	Site Sq. Ft	Address	Building Type	No. of Units in Building	APPRAISED VALUE	
1	3	584	1	409-052-009	3750	1520 First Street, Richmond, CA	Semi Detached	2	\$350,000	
	3	585	2	409-052-009	3750	1518 First Street, Richmond, CA	Semi Detached			
2	3	588	1	409-200-016	3750	1740 First Street, Richmond, CA	Semi Detached	2	\$350,000	
	3	589	2	409-200-016	3750	1710 First Street, Richmond, CA	Semi Detached			
3	3	592	1	409-191-009	5013	317 Silver Avenue, Richmond, CA	Semi Detached	2	\$370,000	
	3	593	2	409-191-009	5013	325 Silver Avenue, Richmond, CA	Semi Detached			
4	3	595	2	409-251-022	3750	1840 Truman Street, Richmond, CA	Semi Detached	2	\$350,000	
	3	596	1	409-251-022	3750	1844 Truman Street, Richmond, CA	Semi Detached			
5	3	599	2	409-162-018	3750	1727 Fourth Street, Richmond, CA	Semi Detached	2	\$350,000	
	3	600	1	409-162-018	3750	1725 Fourth Street, Richmond, CA	Semi Detached			
6	4	603	1	409-142-005	4259.8	1649 Giaramita Street, Richmond, CA	Single Family	1		
7	4	604	1	409-142-005	4259.8	1643 Giaramita Street, Richmond, CA	Semi Detached	2		
	3	605	2	409-142-005	4259.8	1639 Giaramita Street, Richmond, CA	Semi Detached			
8	3	606	1	409-142-005	4259.8	1623 Giaramita Street, Richmond, CA	Semi Detached	2		
	3	607	2	409-142-005	4259.8	1619 Giaramita Street, Richmond, CA	Semi Detached			
9	1	609	1	409-152-007	3750	525 Silver Avenue, Richmond, CA	Semi Detached	2		\$340,000
	1	610	2	409-152-007	3750	1711 Giaramita Street, Richmond, CA	Semi Detached			
10	3	614	1	409-151-005	4991.5	1741 Sixth Street, Richmond, CA	Semi Detached	2	\$370,000	
	3	615	2	409-151-005	4991.5	1737 Sixth Street, Richmond, CA	Semi Detached			
11	3	622	1	409-060-009	4932.5	1601 Second Street, Richmond, CA	Semi Detached	2	\$240,000	
	3	623	2	409-060-009	4932.5	1605 Second Street, Richmond, CA	Semi Detached			
12	4	624	1	409-182-002	5682.5	220 Silver Avenue, Richmond, CA	Semi Detached	2	\$400,000	
	4	625	2	409-182-002	5682.5	218 Silver Avenue, Richmond, CA	Semi Detached			
13	3	626	1	409-191-001	3803.5	308 Market Avenue, Richmond, CA	Semi Detached	2	\$500,000	
	3	627	2	409-191-001	3803.5	1748 Third Street, Richmond, CA	Semi Detached			
14	3	628	1	409-191-001	3803.5	322 Market Avenue, Richmond, CA	Semi Detached	2		
	3	629	2	409-191-001	3803.5	320 Market Avenue, Richmond, CA	Semi Detached			

Las Deltas Scattered-Site Units For Sale

Count	BR Size	Unit Number	Entrance Number	APN #	Site Sq. Ft	Address	Building Type	No. of Units in Building	APPRAISED VALUE
15	3	634	1	409-252-008	4023.44	315 Verde Avenue, Richmond, CA	Semi Detached	2	\$350,000
	3	635	2	409-252-008	4023.44	317 Verde Avenue, Richmond, CA	Semi Detached		
16	4	636	1	409-171-015	5278.5	1624 Fourth Street, Richmond, CA	Semi Detached	2	\$300,000
	3	637	2	409-171-015	5278.5	1622 Fourth Street, Richmond, CA	Semi Detached		
17	3	638	1	409-100-004	4214.66	1542 Fourth Street, Richmond, CA	Semi Detached	2	
	3	639	2	409-100-004	4214.66	1540 Fourth Street, Richmond, CA	Semi Detached		
18	3	640	1	409-100-004	4214.66	1534 Fourth Street, Richmond, CA	Semi Detached	2	
	3	641	2	409-100-004	4214.66	1532 Fourth Street, Richmond, CA	Semi Detached		
19	3	642	1	409-100-004	4214.66	1539 Fifth Street, Richmond, CA	Semi Detached	2	
	3	643	2	409-100-004	4214.66	1541 Fifth Street, Richmond, CA	Semi Detached		
20	4	652	1	409-281-001	4375.5	1844 Giaramita Street, Richmond, CA	Semi Detached	2	\$530,000
	4	653	2	409-281-001	4375.5	542 Verde Avenue, Richmond, CA	Semi Detached		
21	3	654	1	409-281-001	4375.5	1842 Giaramita Street, Richmond, CA	Semi Detached	2	
	3	655	2	409-281-001	4375.5	1840 Giaramita Street, Richmond, CA	Semi Detached		
22	3	660	1	409-141-006	3750	1639 Sixth Street, Richmond, CA	Semi Detached	2	\$350,000
	3	661	2	409-141-006	3750	1641 Sixth Street, Richmond, CA	Semi Detached		
23	3	670	1	409-131-003	5000	1724 Sixth Street, Richmond, CA	Semi Detached	2	\$350,000
	3	671	2	409-131-003	5000	1722 Sixth Street, Richmond, CA	Semi Detached		
24	3	672	1	409-282-005	3739.5	1817 Seventh Street, Richmond, CA	Semi Detached	2	\$460,000
	3	673	2	409-282-005	3739.5	1819 Seventh Street, Richmond, CA	Semi Detached		
25	3	674	1	409-282-005	3739.5	1829 Seventh Street, Richmond, CA	Semi Detached	2	
	3	675	2	409-282-005	3739.5	1827 Seventh Street, Richmond, CA	Semi Detached		

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made this day of April 16th, 2025 (“**Agreement Date**”) by and among SQUEEKNWOOD LLC (“**Buyer**”), and the **HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA, A PUBLIC BODY, CORPORATE AND POLITIC**, (“**Seller**”). (Buyer and Seller are collectively referred to as “**Parties**”).

RECITALS:

A. Seller is the owner of that certain real property commonly known as 1727 & 1725 Fourth Street, Richmond, CA 94801, located in unincorporated County of Contra Costa, State of California Assessor Parcel No. 409-162-018-9 more particularly described in Exhibit A attached hereto and by this reference incorporated herein (“**Property**”).

B. The Property was acquired by Seller with assistance provided by the United State Department of Housing and Urban Development (“**HUD**”) and was previously used for public housing purposes.

C. The Seller has obtained approval from HUD to dispose of the Property subject to certain terms and conditions set forth in this Agreement.

D. The Property is currently subject to that certain Rental Assistance Demonstration Transfer of Assistance/Demolition and/or Disposition Restrictive Covenants dated July 9, 2020, and recorded against the Property on July 30, 2020, as Instrument 202-0156869 (“**Declaration of Restrictions**”), a copy of which is attached as Exhibit B hereto. Prior to sale of the Property, Seller must obtain consent from HUD to remove the Declaration of Restrictions.

E. Seller desires to sell and Buyer desires to buy the Property subject to the terms of this Agreement and the Declaration of Restrictions.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer the Property upon the terms and conditions in this Agreement, contingent upon completion of Buyer’s Due Diligence as specified in Section 7.1, to the Buyer’s satisfaction and contingent on Seller obtaining approval for the sale from the Seller’s Board of Commissioners, and written approval for the sale of the Property to the Buyer from HUD including approval of the Purchase Price (as defined below) and approval for the removal of the Declaration of Restrictions.

2. EFFECTIVE DATE; OPENING OF ESCROW.

2.1. Effective Date. This Agreement shall be deemed effective upon execution of the Agreement by Seller and Buyer.

2.2. Opening of Escrow. No later than ten (10) days after the Agreement Date, the Parties shall open an escrow (“**Escrow**”) with Escrow Holder at the address set forth in Section 16 by causing an executed copy of this Agreement to be deposited with Escrow Holder (“**Opening of Escrow**”).

3. PURCHASE PRICE.

3.1. Purchase Price. Buyer shall provide the following consideration to Seller for the acquisition of the Property: (i) payment of the greater of **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00)** or the appraised value of the Property as determined by an appraisal to be conducted by a certified appraiser representing the Seller and approved by HUD ("**Purchase Price**"). The Buyer acknowledges that under the terms of the approval received from HUD to dispose of the Property, the Seller is required to dispose of the Property for fair market value and the fair market value as determined by an appraisal is subject to the approval of HUD. In lieu of HACCC certified appraisal, Buyer may substitute a lender-commissioner certified appraisal.

3.2. Payment of Purchase Price.

Deposit. Not later than the date that is ten (10) days after the date upon which Buyer and Seller have both executed and delivered this Agreement as indicated by the dates set forth next to their signatures (the "**Execution Date**"), Buyer shall deposit into Escrow the sum of (5% of purchase price) **SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00)** (which amount, together with any and all interest and dividends earned thereon, shall hereinafter be referred to as the "**Deposit**"). Escrow Holder shall hold the Deposit in a non-commingled trust account and shall invest the Deposit in insured money market accounts, certificates of deposit, United States Treasury Bills or such other instruments as Buyer may instruct from time to time. In the event of the consummation of the purchase and sale of the Property as contemplated hereunder, the Deposit shall be paid to Seller at the "Closing" (as defined in Section 5.1) and credited against the Purchase Price.

Buyer shall make a payment equal to the Purchase Price minus the Deposit and any other payments as required by this Agreement, in accordance with instructions provided by the Escrow Holder in accordance with Section 4.2 below.

3.3. Independent Consideration. Within ten (10) days after the Agreement Date, Buyer shall pay the Seller the amount of One Hundred Dollars (\$100) (the "**Independent Consideration**"). The Independent Consideration shall be non-refundable to the Buyer, and shall not be credited towards the payment of the Purchase Price. The Independent Consideration shall constitute separate, independent, and good and valuable consideration provided by the Buyer to the Seller for the rights extended to the Buyer under this Agreement.

4. FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1. Seller. Seller agrees that at least one (1) business day prior to the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and acknowledged grant deed ("**Grant Deed**") in form acceptable to Seller, Buyer, and the Escrow Holder which deed shall be subject to any lien of real estate taxes and assessments which are not yet delinquent, easements and rights of way for utilities, conditions which would be identified by an inspection of the Property, and exceptions to title approved by Buyer (collectively the "**Permitted Exceptions**").
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.2. Buyer. Buyer agrees that at least one (1) business day prior to the Closing Date, Buyer will deposit with Escrow Holder the remainder of the Purchase Price, all additional funds and/or documents

(executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. A Preliminary Change of Ownership Statement completed in the manner required in Contra Costa County.
- b. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.3. Good Funds. All funds deposited in Escrow shall be in “good funds” which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the United States.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1. Closing Date. Escrow shall close upon satisfaction of both Buyer's Conditions Precedent (as defined in Section 8.1) and Seller's Conditions Precedent (as defined in Section 8.2), but, in no event, later one hundred twenty (120) days after the Opening of Escrow (“**Closing Date**”) unless otherwise extended in writing signed by both Parties. The terms “**Close of Escrow**” and/or “**Closing**” are used herein to mean the time Grant Deed is filed for recording by the Escrow Holder in the Office of the Contra Costa County Recorder.

5.2. Possession. Upon the Close of Escrow, Seller shall deliver possession of the Property to Buyer.

5.3. Time is of Essence. Buyer and Seller specifically agree that time is of the essence under this Agreement.

5.4. Extensions. Seller's Executive Director or designee (who has been designated in writing by the Executive Director) shall, in his or her sole and exclusive discretion, on behalf of Seller, have the authority to approve written requests for extending any deadline under this Agreement. All extensions shall be in writing and signed by the Executive Director or designee.

6. TITLE POLICY.

6.1. Title Policy. At the Close of Escrow, Buyer shall receive an ALTA non-extended owner's policy of title insurance (“**Buyers Title Policy**”) issued by Escrow Holder insuring title to the Property vested in Buyer with coverage in the amount requested by Buyer. Any title exceptions, other than the Permitted Exceptions, shall be subject to the mutual approval of Buyer and Seller, and if not approved Buyer or Seller may terminate this Agreement, in which event the Deposit shall be returned to the Buyer and the Parties shall have no further obligations under this Agreement except for those obligations that specifically survive termination. The cost of the Title Policy shall be paid by Buyer and the Buyer shall be obligated to pay for any endorsements or an extended coverage policy. Buyer may elect to have an ALTA extended owner's policy issued provided that Buyer, at the Buyer's sole cost and expense, delivers an ALTA survey to the Title Company within ten (10) days after the Opening of Escrow.

6.2. Amendments/Supplements to Title Report. Upon the issuance of any amendment or supplement to the Title Report (“**Amended Report**”) which adds additional exceptions not included in Section 6.1, Buyer shall have ten (10) business days to review and approve any additional exceptions. Buyer may disapprove any such exceptions by notifying Seller in writing within ten (10) business days of its receipt of the Amended Report. Seller shall then have thirty (30) days thereafter to resolve any disapproved matters or to notify Buyer that it will not resolve or remove the objected exceptions. If Seller does not remove the exceptions, Buyer has thirty (30) days thereafter to elect in writing to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit will be returned

to Buyer and the Parties shall have no further obligations under this Agreement except for those obligations that specifically survive termination. Closing shall be extended as required to permit the Parties to comply with the time periods contemplated by this Section 6.2.

7. DUE DILIGENCE.

7.1. Buyer's Due Diligence. During the period commencing with the Execution Date, and expiring forty-five (45) days thereafter ("**Due Diligence Period**"), Buyer shall perform whatever due diligence with respect to the Property as Buyer deems reasonably necessary, including, by way of example, not limitation, conducting physical inspections, tests, samples, and ordering title commitments and surveys, provided however, Buyer shall not perform any invasive testing or borings without the Seller's express written consent. If, following Buyer's reasonable inspection of the Property, Buyer delivers a written notice to Seller approving the Property, Buyer is agreeing to accept the Property in AS-IS condition as specified in Section 9, subject to the terms and conditions of this Agreement. If Buyer fails to give written notice to the Seller approving the Property prior to the expiration of the Due Diligence Period or if Buyer gives written notice to the Seller disapproving the Property prior to the expiration of the Due Diligence Period, this Agreement shall immediately terminate, the Deposit shall be returned to the Buyer, the Seller and the Buyer shall split the cost of any cancellation fees owed to the Escrow Holder ("**Cancellation Charges**") and the Parties shall have no further rights or obligations under this Agreement except for those obligations that specifically survive termination.

7.2. Right of Entry. As of the Execution Date and continuing until expiration of the Due Diligence Period or earlier termination of this Agreement, the Seller hereby grants the Buyer the right to enter onto the Property, for purposes of conducting Buyer's due diligence. In connection with such entry and investigation, the Buyer shall: (1) give the Seller reasonable advance written notice (at least three (3) days for invasive testing and at least one (1) business day, as defined below, for all other purposes); and (2) prior to entry, cause the Seller to be named as an additional insured on a Commercial General Liability insurance policy with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Personal Injury, Broadform Property Damage, and Products and Completed Operations, and deliver evidence of such insurance to the Seller. The required insurance shall be provided under an occurrence form by an insurer authorized and licensed to provide such insurance in the State of California. The Buyer shall promptly repair and restore any damage caused directly by the Buyer (or any of its agents) to the Property. The Buyer shall deliver to the Seller, within thirty (30) days after receipt thereof, a complete copy of any investigation, test, report or study which the Buyer conducts, or causes to be conducted, with respect to the Property (except confidential or proprietary information). The Buyer shall indemnify, defend and hold the Seller and its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs) to the extent arising out of the Buyer's (or any agent of the Buyer's) entry upon the Property, or the investigation(s) and test(s) which the Buyer (or its agents) may conduct; provided, however, that this indemnity shall not apply to matters (a) to the extent arising from the results of the Buyer's investigations, tests and inspections (including the discovery of existing environmental conditions on the Property), (b) due to the gross negligence, acts or omissions or willful misconduct of the Seller or its directors, officers, employees, or agents or any third party's agents, employees, invitees or licensees, or (c) resulting from latent defects within, on or adjacent to the Property, including any hazardous materials existing on the Property prior to Buyer's entry. Such indemnity obligation shall survive the termination or expiration of this Agreement.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1. Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Buyer has approved the condition of the Property prior to the expiration of the Due Diligence Period in accordance with Section 7.1 above.
- (b) Subject to the provisions of Article 13 below, the condition of the Property shall be substantially the same on the Closing Date as on the Execution Date, except for reasonable wear and tear and any damages due to any act of Buyer or Buyer's representatives.
- (c) The Title Company is prepared to issue the Buyers Title Policy.
- (d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (e) Seller is not in default of its obligations under this Agreement.

If any of Buyer's Conditions Precedent have not been fulfilled within the applicable time periods, Buyer may either waive such condition and proceed to the Closing pursuant to this Agreement, or terminate this Agreement, in which event (i) the Deposit shall promptly be released to Buyer, (ii) the parties shall equally share the Cancellation Charges and (iii) neither party shall thereafter have any rights or obligations to the other hereunder except those that specifically survive termination. Notwithstanding the foregoing, if any Buyer's Condition is not satisfied due to a default on the part of Seller, then Buyer shall have the rights and remedies set forth in Section 14.2.

8.2. Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent ("**Seller's Conditions Precedent**"):

- (a) Buyer has delivered all sums to Escrow Holder to Close.
- (b) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (c) Seller has obtained approval from its Board of Commissioners and the written approval of HUD to transfer the Property to Buyer for the Purchase Price.
- (d) Buyer is not in default of its obligations under this Agreement, or any other agreements between or among Buyer and Seller or affiliates thereof.

If any of Seller's Conditions Precedent have not been fulfilled within the applicable time periods, Seller may terminate this Agreement by delivery of written notice thereof to Buyer. Upon such termination, (i) the Deposit shall be released to Seller except as set forth in this Section 8.2, (ii) the parties shall equally share the Cancellation Charges, and (iii) neither party shall thereafter have any rights or obligations to the other hereunder except those that specifically survive termination. Notwithstanding the foregoing, if any Seller Condition is not satisfied due to a default on the part of Buyer, then Seller shall have the rights and remedies set forth in Section 14.1.

9. CONDITION OF THE PROPERTY.

9.1 Disclaimer of Warranties. Upon the Close of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and Buyer shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and, except as specifically set forth in this Agreement, Seller makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, and Seller specifically disclaims all representations or warranties of any

nature concerning the Property made by it. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage.

9.2 Hazardous Materials. Buyer understands and agrees that, in the event Buyer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Buyer may look to current or prior owners of the Property, but in no event shall Buyer look to Seller for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Buyer, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Seller, and each of the entities constituting Seller, if any, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials there from, whether existing prior to, at or after the Closing. It is the intention of the Parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, against Seller, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material there from, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the Parties; provided, however, that no Parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release.

In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Buyer Initials AW/TT

Seller Initials _____

Buyer and each of the entities constituting Buyer, shall defend, indemnify and hold harmless Seller and each of the entities constituting Seller (collectively, "**Indemnified Parties**") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property whether before or after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time whether before or after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising there from, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Buyer further agrees that in the event Buyer obtains from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Buyer shall use its diligent efforts to obtain for Seller the same releases, indemnities and other comparable provisions.

For purposes of this Agreement, the following terms shall have the following meanings:

"Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

"Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Property, including the ground water hereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Property is capable of such compliance.

"Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivative product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of Regulations, Division 4, Chapter 30; (ix) defined as "waste" or a "hazardous substance" pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601); (xiii) defined as "Hazardous Material" or a "Hazardous Substance" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer's release and indemnification as set forth in the provisions of this Section, as well as all other provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Seller's Representations and Warranties. Seller, to its actual knowledge, makes the following representations and warranties to Buyer as of the date hereof:

a. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow except as disclosed in the title commitment obtained by Buyer.

b. Seller has not received any written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any Hazardous Materials, Environmental Claim, Environmental Cleanup Liability exists or applies to the Property.

c. Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

If Seller has actual knowledge of a material change in any of the representations and warranties in section 10.1(a), (b) or (c) between the date hereof and the Close of Escrow, Seller shall notify Buyer and Buyer will have 30 days to elect to (i) terminate the Agreement, in which event the Deposit will be returned to the Buyer, the Buyer and Seller shall equally split any Cancellation Charges and the Parties shall have no further rights or obligations pursuant to this Agreement other than those obligations that survive termination, or (ii) proceed with the Closing, in which case the Closing Date shall be extended by 30 days and in so doing Buyer shall be deemed to have waived any objection to the change in Seller's representations and warranties.

10.2 Survival of Representations and Warranties of Seller. The representations and warranties provided in this Section 10 shall survive the Closing and delivery of the Grant Deed for a period of one (1) year after the Closing.

10.3 Breach; Indemnification. If a breach of a representation or warranty occurs before Closing and Buyer is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement by providing written notice of such election within seven (7) days of Buyer's learning of such breach, in which event the Deposit shall be returned to Buyer, the Buyer and the Seller shall equally share in any Cancellation Charges and the Parties rights and obligations under this Agreement shall terminate except for those obligations that specifically survive termination. However, if Buyer elects to close and acquire the Property after learning of the breach, Buyer shall be deemed to have waived such breach. Seller agrees to indemnify, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to such breach.

11. Representations and Warranties of Buyer. The Buyer hereby represents and warrants the matters set forth below to be true to the best of Buyer's knowledge as of the Execution Date and the Effective Date, and the Buyer will deliver to the Seller at close of Escrow an estoppel certificate representing the following:

a. **Authority.** The Buyer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

b. **No Default.** Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any agreement, instrument, or other obligation to which the Buyer is a Party or by which the Buyer may be bound.

c. **Validity of Agreement.** The individual(s) executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms hereof and thereof. This Agreement is, and all other documents and instruments to be executed and delivered by Buyer in connection with this Agreement shall be, duly authorized, executed and delivered by Buyer and shall be valid, binding and enforceable obligations of Buyer.

12. ESCROW PROVISIONS.

12.1 Escrow Instructions. Sections 1 through 8, inclusive, 12, 16, and 17 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close Escrow.

12.2 General Escrow Provisions. Escrow Holder shall deliver the Buyer's Title Policy to Buyer and instruct the Contra Costa County Recorder to mail the Grant Deed after recordation to Buyer at the address set forth in Section 16. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Contra Costa County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

12.3 Proration of Real Property Taxes. As a public agency, Seller is not subject to real property taxes. Accordingly, Buyer shall take the Property subject to non-delinquent general and special real property taxes prorated to the Close of Escrow prorated on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

12.4 Payment of Costs.

a. **Cost Allocation.** Buyer shall be responsible for all closing costs including, but not limited to, (i) Buyer's Title Policy (non-extended) ALTA owner's policy; (ii) the cost of the increase in premium if an extended ALTA title policy is requested by Buyer; (iii) any endorsements to the Title Policy requested by Buyer, (iv) the escrow fees, (v) any documentary transfer taxes; (vi) any other required state fees; and (vii) any applicable recording charges

b. **Closing Statement.** At least two (2) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which

shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the Parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

12.5 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

12.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

12.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

12.8 Brokerage Commissions. Buyer represents that it has engaged ____ for brokerage services related to this transaction. Seller represents that it has engaged TranSystems for brokerage services related to this transaction. Other than the brokers set forth above, Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other Parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee, other than to the brokers set forth above.

13. RISK OF LOSS.

13.1 Condemnation. In the event that prior to the Closing Date, the Property, or any part thereof, is subject to a taking by the public authority, then Buyer shall have the right, exercisable by giving notice to Seller within thirty (30) days after receiving written notice of such taking either: (a) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder, the Deposit shall be released to the Buyer, and the parties shall equally share the Cancellation Charges; or (b) to accept the Property in its then condition and proceed to close this transaction, and to receive an assignment of all of Seller's rights to any condemnation awards payable by reason of such taking. If Buyer elects to proceed under clause (b) above, Seller shall not compromise, settle or adjust any claims to such awards without Buyer's prior written consent, which consent shall not unreasonably be withheld. Seller

agrees to give Buyer prompt notice of any taking of the Property promptly after Seller receives notice of the same.

13.2 Casualty.

If, prior to the Closing Date, any portion of the Property is damaged or destroyed, Seller shall immediately notify Buyer of such fact. If the cost to repair such damage or destruction is reasonably estimated to be more than One Hundred Thousand Dollars (\$100,000), Buyer shall have the option to terminate this Agreement by delivering written notice to Seller not later than thirty (30) days after Buyer's receipt of Seller's notice regarding such damage or destruction. Upon such termination, the Deposit shall be released to Buyer, the parties shall equally share the Cancellation Charges, and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement. If Buyer does not elect to terminate this Agreement within the time period set forth above, (i) the parties shall proceed to Closing pursuant to the terms hereof without modification of the terms of this Agreement and without any reduction in the Purchase Price (unless otherwise agreed in writing by Seller and Buyer), and (ii) Seller shall assign to Buyer, and Buyer shall be entitled to receive and keep, all insurance proceeds payable in connection with the casualty. If Buyer does not elect to terminate this Agreement pursuant to this Section 13.2, Buyer shall have the right to participate in any adjustment of the insurance claim and Seller shall not compromise, settle or adjust any such claim without Buyer's prior written consent (which consent may be withheld in Buyer's sole and absolute discretion).

14. DEFAULT

14.1 Buyer Default. If Buyer shall fail to close the transaction contemplated hereby as and when required solely as a result of a default by Buyer (subject to the terms of this Section 14.1), except to the extent such failure is a result of any Seller default or failure of a closing condition, the Deposit shall be paid over to Seller, as Seller's sole and exclusive remedy, as liquidated damages and not as a penalty, it being acknowledged by Buyer and Seller that in such event Seller will suffer substantial damages but such damages are incapable of exact ascertainment. After payment to Seller of the Deposit, neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer and Seller shall remain obligated with respect to the obligations which specifically survive termination. If subsequent to Closing, Buyer fails to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and remedies provided herein, shall be entitled to any and all remedies available at law or in equity. Notwithstanding anything contained in this Section 14.1 or this Agreement, no default hereunder shall be deemed to have occurred unless and until Buyer receives written notice from Seller that such event or condition of default has occurred and is continuing and Buyer has failed to cure same within ten (10) Business Days after receipt of written notice of such failure from Seller or, if cure would reasonably require more than ten (10) Business Days to complete, within such time as would be reasonable under the circumstances.

SELLER AND BUYER ACKNOWLEDGE THAT IN THE EVENT BUYER SHOULD FAIL TO CLOSE THE TRANSACTION CONTEMPLATED HEREBY SOLELY AS A RESULT OF A DEFAULT BY BUYER, THEN SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM SUCH FAILURE TO CLOSE THE TRANSACTION RESULTING SOLELY FROM A DEFAULT BY BUYER. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 14.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A FAILURE OF BUYER TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OTHER THAN WITH RESPECT TO BUYER'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS HEREUNDER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS

3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

Buyer AW/TW

Seller _____

14.2 Seller's Default. If Seller is in default of this Agreement, Buyer may terminate this Agreement, in which case the Deposit shall be returned to the Buyer and neither Buyer nor Seller shall have any further liability under this Agreement except to the extent of any obligations that specifically survive termination or Buyer may seek specific performance of Seller's obligations hereunder.

15. NON-COLLUSION. No official, officer, or employee of Seller has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Seller participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Buyer warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Seller official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Buyer further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Seller official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Buyer is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

16. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery which will be deemed received the following day or by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or such other address and to such other persons as the Parties may hereafter designate:

To Seller: Housing Authority of the County of Contra Costa
3133 Estudillo Street
Martinez, CA 94553-3258
Attention: Executive Director

To Buyer: SQUEEKNWOOD LLC
987 61st Street
Oakland, California 94608

To Escrow Holder: Old Republic Title Company
555 12th Street, Suite 2000
Oakland, CA 94607
ATTN: Jennifer Senhaji

17. GENERAL PROVISIONS.

17.1 Assignment. Neither party shall have the right to directly, indirectly, by operation of law or otherwise, assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. A change of control or transfer of direct or indirect ownership or control of 50% or more of the Buyer shall be considered a transfer subject to the prior approval of Seller.

17.2 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

17.3 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

17.4 Modifications; Waiver. Any alteration, change, waiver or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of Buyer and Seller. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing unless otherwise expressly provided in writing executed by the Parties.

17.5 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.6 Merger. This Agreement contains the entire understanding between the Parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

17.7 Successor and Assigns. All of the Parties' rights, duties, benefits, liabilities, obligations and responsibilities under this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns.

17.8 Authority. Each person executing this Agreement on behalf of Buyer represents and warrants to Seller that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Buyer in accordance with authority granted under the organizational documents of such entity, and (b) Buyer is bound under the terms of this Agreement.

17.9 Representation by Counsel. Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

17.10 No Third Party Beneficiaries. This Agreement is only between the Parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

17.11 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

17.12 Exhibits. Exhibit A attached hereto is incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the Agreement Date.

NOTE: Section 9.2 and 14.1 must be separately initialed by the Parties.

SELLER:

**HOUSING AUTHORITY OF THE COUNTY OF
CONTRA COSTA, a public body, corporate and
politic**

By: _____

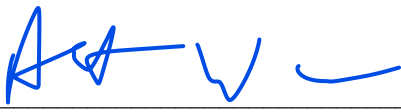
**Joseph Villarreal,
Executive Director**

APPROVED AS TO FORM:

By: _____

**Keiko Kobayashi
Deputy County Counsel**

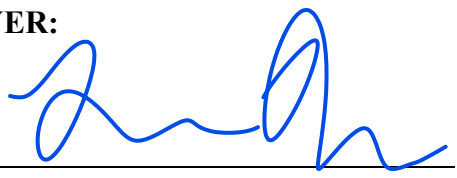
BUYER:

By: 

April 14th 2025

Date

BUYER:

By: 

April 14th 2025

Date

ESCROW HOLDER ACKNOWLEDGEMENT:

Escrow Holder acknowledges receipt of a copy of the Purchase and Sales Agreement (PSA), and agrees to act as Escrow Holder as outlined in PSA, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Old Republic Title Company, a California corporation

By: _____

_____, Escrow Officer

Dated: _____, 2025

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Parcel APN: 409-162-018-9

The land referred to is situated in the unincorporated area of the County of Contra Costa, State of California, and is described as follows:

Lots 14, 15 and 16, in Block 18, as shown on the Map of the North Richmond Land and Ferry Company, Tract No. 1, filed July 11, 1910, Map Book 3, Page 59, Contra Costa County Records.

409-162-018-9

EXHIBIT B
Declaration of Restrictions

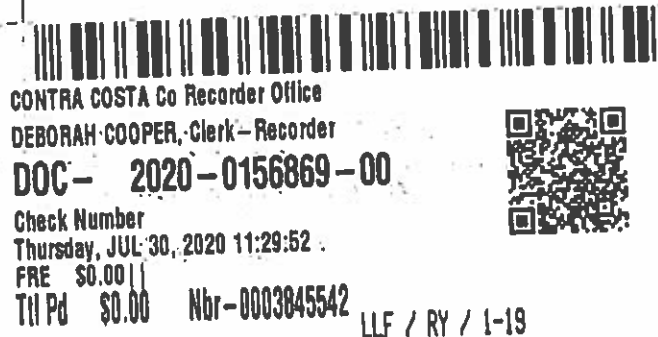
RECORDING REQUESTED BY:

Housing Authority of the County of Contra Costa
3133 Estudillo Street
Martinez, CA 94553-2558
Attention: Joseph Villareal

WHEN RECORDED RETURN TO:

U.S. Department of Housing and Urban
Development
451 Seventh Street, S.W., Room 6222
Washington, DC 20410
Attention: Beverly N. Rudman

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383



(Space above this line for recorder's use.)

**RENTAL ASSISTANCE DEMONSTRATION
TRANSFER OF ASSISTANCE/DEMOLITION AND/OR DISPOSITION RESTRICTIVE COVENANTS**

These Rental Assistance Demonstration Transfer of Assistance/Demolition and/or Disposition Restrictive Covenants (these "Covenants"), dated as of July 9, 2020, are entered into by and between the U.S. Department of Housing and Urban Development, with an address of 451 Seventh Street, S.W., Washington, DC 20410, Attention: Office of Recapitalization, Office of Multifamily Housing ("HUD"), and Housing Authority of the County of Contra Costa, a public body corporate and politic duly organized under the laws of the State of California with an address of 3133 Estudillo Street, Martinez, CA 94553-3258 (the "PHA").

RECITALS

A. The PHA owns certain real property described in Exhibit A, attached hereto and incorporated herein, together with the personal property associated therewith (the "Property"). The development of the Property, the operation of the Property, and/or the acquisition of the site or sites thereof was financed with assistance provided by HUD and the Property was previously used for public housing purposes pursuant to agreements by and between HUD and the PHA.

B. The public housing assistance related to this Property has been converted under the Rental Assistance Demonstration (RAD) to housing subject to a Section 8 Project Based Voucher (PBV) or Project Based Rental Assistance (PBRA) contract located at another site, pursuant to a transfer of assistance under RAD, or the units have been approved for demolition and/or disposition Under Section 18 of the U.S. Housing Act of 1937, as amended ("Section 18"). HUD and the PHA have released the Property from any declaration of restrictive

covenants, declaration of trust and/or obligation associated with the prior public housing uses of the Property recorded at Doc 2016-0214127-00, Doc 2016-0214129-00 and Doc 2016-0214130-00 in the records of Contra Costa County, dated October 13, 2016 and Doc 2020-0122280-00 in the records of Contra Costa County dated June 23, 2020. In lieu of the prior restrictions, HUD and the PHA desire to restrict the ongoing use of the Property as set forth in these Covenants.

C. The parties hereto desire that the Property itself, or alternatively all financial proceeds from the operation or sale of the Property, be used for Affordable Housing Purposes.

AGREEMENT

In consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as set forth below. The Recitals are incorporated by reference.

1. Definitions.

a. "Act" shall mean the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et. seq.

b. "Affordable Housing Purposes" shall mean any activity that supports the pre-development, development, rehabilitation or operation of other RAD conversions, public housing, housing assisted under Section 8 of the Act, properties subject to low-income housing tax credit use restrictions, or properties participating in other federal, state or local housing programs serving households with incomes at or below 80% of area median income or that provides services or amenities that will be used primarily by low-income families as defined by the Act.

c. "Proceeds" shall mean any net income generated from the Property, including through lease agreements, prior to the expiration of the Restricted Period, and any payments upon transfer of the Property.

d. "Restricted Period" shall mean the period the Property is subject to the lien of the Use Requirement, as set forth in Section 2(b).

e. "Restrictions on Proceeds" shall mean the restrictions on the use of the Proceeds set forth in Section 3.

f. "Use Requirement" shall mean the restrictions on the use of the Property set forth in Section 2.

2. Property Use Requirement.

a. Generally. The PHA, for itself and for its successors and assigns, hereby covenants and agrees for the benefit of HUD that throughout the Restricted Period, the Property shall be used for Affordable Housing Purposes.

b. Restricted Period.

i. The Use Requirement set forth in this Section 2 shall encumber the Property from the date of these Covenants through such date which is twenty (20) years following the date of these Covenants.

ii. Notwithstanding the foregoing, if the PHA receives payment upon transfer of the Property to a third party, such twenty-year period shall be reduced by multiplying twenty years by the ratio of (i) the payment from the third party to the PHA relative to (ii) the fair market value, as documented by a highest-and-best-use appraisal commissioned by the PHA and acceptable to HUD. In recognition that there is variation among appraisals and that an arms-length purchase agreement may not correspond precisely to the appraised value, the PHA may use a ten percent (10%) variation from the appraised value for purposes of this calculation if the Property is sold for cash, without seller take-back financing, to an unrelated third party purchaser. Upon request from the PHA, HUD may accept, in its sole discretion, an alternative methodology to determine fair market value for purposes of this calculation. If any payment is made at the time these Covenants are executed, the Restricted Period shall end on NA. The letters "NA," a blank, or similar markings shall indicate that no current adjustment from the twenty-year period has been approved. In the event any payment is made after execution of these Covenants, HUD shall execute an amendment to the Covenants specifying the new duration of the Restricted Period.

iii. For the duration of the Use Requirement, the PHA shall retain records of and annually report to its board of directors regarding the use of the Property (including any use for Affordable Housing Purposes) and any proposed transfer of the Property. The PHA shall provide such records to HUD whenever HUD approval is needed pursuant to Section 5 hereof or upon request.

c. Release of the Use Requirement.

i. HUD agrees to execute and deliver to the PHA a release of the Use Restriction when an alternative restrictive covenant is placed upon the Property that, in HUD's determination, satisfies the Affordable Housing Purposes requirement.

ii. Upon the expiration of the Restricted Period, the Use Requirement shall cease and terminate, and the Property shall be deemed released of the Use Requirement and these Covenants without the requirement of any further writing between the parties herein. Notwithstanding the foregoing, upon expiration of the Restricted Period, HUD agrees to execute and deliver to the PHA such documents as the PHA shall reasonably request releasing and confirming the release of the Use Requirement and these Covenants from title to the Property and clearing title to the Property from any cloud created by the Use Requirement or these Covenants.

iii. HUD shall apply these provisions to portions of the Property if requested by the PHA.

3. Restrictions on Proceeds.

a. To the extent the Property or any portion thereof is not used for Affordable Housing Purposes, any Proceeds shall be held in a restricted account and be used exclusively for Affordable Housing Purposes. For the purpose of this Section 3, the Affordable Housing Purpose for which Proceeds may be used also must be an acceptable use of proceeds under Section 18. The Restrictions on Proceeds set forth in this Section 3 shall govern the use of the Proceeds until the funds are disbursed for an Affordable Housing Purpose or returned to HUD.

b. Any Proceeds must be deposited by the PHA in a bank account covered by a General Depository Agreement (HUD Form 51999) until the funds are disbursed for an Affordable Housing Purpose.

c. For the duration of the Restriction on Proceeds set forth in Section 3(a), the PHA shall retain records of and annually report to its board of directors the calculation of the Proceeds (the net income generated from the Property and the proceeds of any transfer of the Property), and the use of any Proceeds for Affordable Housing Purposes. The PHA shall provide such records to HUD whenever HUD approval is needed pursuant to Section 5 hereof or upon request.

4. Actions Requiring the Prior Written Approval of HUD.

a. The PHA shall not convey, assign, transfer, lease, sublease, pledge, hypothecate, encumber or otherwise dispose of the Property or any interest therein or permit the conveyance, assignment, transfer, lease, pledge or encumbrance of the Property during the period covered by these Covenants without the prior written approval of HUD. Notwithstanding the foregoing, the PHA need not obtain the prior written approval of HUD for (i) the conveyance or dedication of land for use as streets, alleys or other public rights-of-way, (ii) the granting of easements for the establishment, operation and maintenance of public utilities, and/or (iii) the documentation of residential leases or other occupancy arrangements in the normal course of operation of the Property.

b. If any transfer is approved by HUD at the time these Covenants are executed, the name of the transferee shall appear here: NA. The letters "NA," a blank, or similar markings shall indicate that no transferee has been approved.

5. Events of Default.

a. Upon breach of any of the terms of these Covenants, HUD shall give the PHA written notice of the breach. The PHA shall have thirty (30) calendar days after receipt of such notice of breach to cure the breach; provided that, if the PHA uses commercially reasonable efforts to cure the breach within the prescribed thirty (30) day period and is unable to do so, HUD may approve in writing an extension of an additional thirty (30) calendar days to cure the breach, such approval not to be unreasonably withheld, conditioned or delayed. If the breach is not corrected to the satisfaction of HUD within the prescribed cure period HUD may declare a default under these Covenants (an "Event of Default") without further notice.

b. The PHA does hereby acknowledge and declare that, upon an Event of Default during the Restricted Period and without further action by the PHA, the PHA is possessed of any portion of the Property not previously transferred in compliance with these Covenants and holds such portion in trust for the benefit of HUD. During the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described portion of the Property, specifically the right to require the PHA to remain seized of the title to that portion of the Property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of the Property or any part thereof, any appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any interest in any of the same; except that the PHA may (a) lease dwellings and other spaces and facilities in that portion of the Property, or (b) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (c) upon request by HUD, convey title to or deliver possession of that portion of the Property to HUD.

c. In addition to the foregoing, upon an Event of Default, HUD shall have all other remedies available under statute, at law or in equity. No person or entity, other than the parties to these Covenants, has any rights or remedies under these Covenants. Further, HUD may take whatever investigative steps it deems necessary to ensure compliance. In the Event of Default, to the extent permitted by applicable law, HUD shall have the right to seek specific performance of these Covenants and/or to enjoin any violation of these Covenants in Federal Court. The right to specific performance and injunction shall be in addition to all other remedies available to HUD under statute, at law or in equity.

6. Third Party Beneficiaries. No person or entity, other than the parties to these Covenants, has any rights or remedies under these Covenants.

7. Successors and Assigns.

a. Recordation of these Covenants shall constitute public notice of the PHA's agreement to be bound by and to comply with the restrictions set forth in these Covenants. The benefits and burdens of these Covenants touch and concern and run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties to these Covenants, including any HUD-approved transferee through the term of the Restricted Period.

b. Following expiration of the Restricted Period, the Restrictions on Proceeds set forth in this Agreement shall not run with the land, nor bind the successors in title to the Property. The continued existence of Proceeds subject to the Restrictions on Proceeds shall not affect any release of the Use Requirement as a lien on the Property pursuant to Section 2(c). The Restrictions on Proceeds shall be a contractual relationship between HUD and the PHA and shall inure to the benefit of the respective successors and assigns of the parties with respect to the Proceeds. The Restrictions on Proceeds shall survive the expiration of the Use Requirement and any release of the lien on the Property.

8. Notices. All notices under these Covenants shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first-class mail,

return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD or the PHA, as appropriate, at the addresses for such parties set forth above. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received seven (7) calendar days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 9.

9. Amendments. These Covenants may be amended only by a written instrument signed by the parties to these Covenants. Notwithstanding the foregoing, the parties may not amend, modify, rescind, revoke and/or terminate these Covenants without the prior written approval of HUD. Further, these Covenants are not subject to negotiation by the PHA, any lessee or any lender with a security interest in the Property.

10. Subordination. Any mortgage liens shall be subject and subordinate to these Covenants. These Covenants shall survive foreclosure and bankruptcy.

11. Execution of Other Covenants. PHA covenants and agrees that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of these Covenants, and that in any event, the provisions of these Covenants are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.

12. Governing Law. These Covenants shall be governed, construed and interpreted in accordance with the laws of the state in which the Property is located, and the parties shall submit to the jurisdiction and venue of the courts in the county where the Property is located.

13. Severability. The invalidity or unenforceability of any clause, part or provision of these Covenants shall not affect the validity or enforceability of the remaining portions thereof.

14. Counterpart Signatures. These Covenants may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have caused their names to be subscribed hereto, on the date first written above.

PHA hereby certifies that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of these Covenants. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

PHA: Housing Authority of the County of Contra Costa, a public body corporate and politic

By: 

Name: Joseph Villarreal

Its: Executive Director

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Contra Costa)

On July 21, 2020, before me,

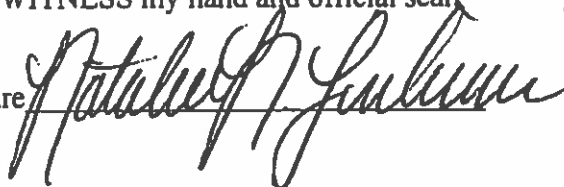
Nataline N. Jindorian
(insert name of notary)

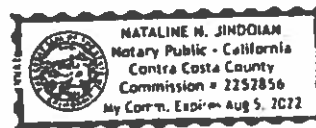
Notary Public, personally appeared Joseph Villarreal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature





(Seal)

HUD: U.S. Department of Housing and Urban
Development

By: Thomas R. Davis

Name: Thomas R. Davis

Title: Director, Office of Recapitalization

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

District of Columbia

| ss.

On July 9, 2020, before me, Simon T. Tyaba, Notary Public, personally appeared Thomas R. Davis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the District of Columbia that the foregoing paragraph is true and correct. Witness my hand and official seal.

Simon T. Tyaba

Notary Public

Print Name: Simon T. Tyaba

My commission expires: 12/14/2020

Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

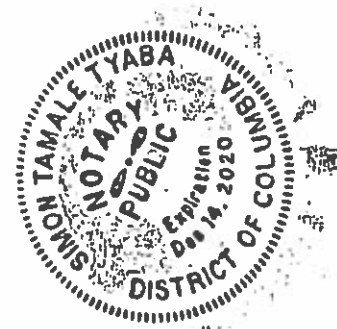
DISTRICT OF COLUMBIA: SS

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9th DAY OF JULY, 2020

SIMON TAMALE TYABA
NOTARY PUBLIC

My Commission Expires 12/14/2020



3421009.8 037386 CORR

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Address: Follows Description of Property below.

Real property in the unincorporated town of North Richmond, County of Contra Costa, State of California, described as follows:

Description of Property previously under Declaration of Trust for Project CA011006:

PRELIMINARY REPORT #119194:

Lots 325, 326, and 327 in Block 12 as shown on the map of Truman Addition, filed in book 8 of Maps, page 198 in the office of the County Recorder of Contra Costa County.

POLICY #52931:

Portion of Lot 198 as shown on the Map of the San Pablo Rancho, accompanying and Forming a Part of the Final Report of the Referees in Partition, which map was filed on March 1, 1894, in the office of the County Recorder of Contra Costa County, and portion of lots 24 and 25 in Section 1, Township 1 North, Range 5 West, Mount Diablo Base and Meridian, portion of Survey No. 151 of Swamp and Overflowed Lands, as shown on the map entitled, Map No. 1, Salt Marsh and Tide Lands situated in the County of Contra Costa, State of California, 1872, which map is on file in the office of the Surveyor General at Sacramento, filed in Map Book 8, page 198 in the office of the County Recorder of Contra Costa County, described as a whole as follows:

Beginning at the northeast corner of Lot 303, Block 12, as said lot and block are designated and so delineated on that certain map entitled, "Truman Addition to Richmond" filed November 18, 1912, in volume 8 of Maps, page 191, records of Contra Costa County; thence from said point of beginning, South 0° 04' East along the easterly line of said Block 12, 525.47 feet to the southeast corner of Lot 321 of said Block 12; thence South 89° 56' West along the southerly line of said Lot 321, Block 12, 176.87 feet to the southwest corner of said Lot 321; thence South 28° 15' West along the westerly line of Lots 322, 331, and 332, 170.39 feet to the southwest corner of Lot 322 of said Block 12, said point being on the northerly line of Standard Avenue, (40 feet in width); thence leaving said westerly line, South 89° 56' West along the northerly line of Standard Avenue produced westerly 242.32 feet; thence leaving said line North 0° 04' West, parallel to the easterly line of the aforesaid Block 12, 705.47 feet to a point on the direct extension westerly of the centerline of Silver Avenue, as said avenue is shown on the aforesaid map of "Truman Addition to Richmond"; thence North 89° 56' East along said centerline produced 388.86 feet to a point on the westerly line of said "Truman Addition to Richmond"; thence South 0° 39' East along said westerly line, 30.00 feet to the northwest corner of the aforesaid Lot 303, Block 12; Thence North 89° 56' East along the northerly line of said Lot 303, 110.84 feet to the point of beginning and containing an area of 7.273 acres, more or less.

SAVING AND EXCEPTING THEREFROM:

First: Rights granted to Contra Costa County by John T. Haywords, dated April 2, 1898, recorded April 4, 1898, in book 77 of Deeds, page 472.

Second: The rights reserved in the deed from Standard Oil Company of California to Charles Gnecco, et ux, dated November 2, 1942, and recorded January 6, 1943, in volume 723 of Official Records, page 121, as follows:

“Excepting and reserving to grantor, its successors and assigns, all petroleum, asphaltum, gas and other minerals within or underlying, or that may be produced from the said land, together with the exclusive right to mine for and remove them from said land.”

“Grantor shall pay grantees for any damage to or loss of said land or the improvements of grantee thereon, which may result from the exercise of said rights.”

By Agreement between Standard Oil Company of California, a corporation, and Parr Richmond Industrial Corporation, a corporation, dated June 12, 1951, recorded June 27, 1951, under Recorder’s Serial No. 31129, the above rights were modified to read as follows:

“Excepting and reserving to grantor, its successors and assigns, all oil, gas, asphaltum and other hydrocarbons and other minerals, whether similar to those herein specified or not, within or underlying or that may be produced from said parcel of land, and also excepting and reserving to grantor, its successors and assigns, the sole and exclusive right to drill slanted wells from adjacent lands into and through the subsurface of said parcel of land for the purpose of recovering said reserved minerals from said parcel of land and from other properties, but not the right to dig any shaft or tunnel beneath the surface of said parcel of land; provided, however, that the surface of said parcel of land and the subsurface thereof to a depth of thirty feet shall never be used for the exploration, development, extraction or removal of said reserved minerals and grantor hereby agrees that none of said operations on the surface of the remaining land described in said indenture dated November 2, 1942, shall be conducted within 100 feet of any building upon said parcel of land hereinabove described.”

Third: Rights granted to the County of Contra Costa by Parr-Richmond Industrial Corporation, dated March 29, 1949, recorded April 6, 1949, in book 1371 of Official Records, page 237.

POLICY #52920:

Lots 323, 324, 328, 329, 330, 331, and 332 in Block 12 as shown on the map of Truman Addition filed in book 8 of Maps, page 198, in the office of the County Recorder of Contra Costa County.

POLICY #52918:

Lot 322 in Block 12 as shown on the map of Truman Addition, filed in book 8 of Maps, page 198 in the office of the County Recorder of Contra Costa County.

Description of Property previously under Declaration of Trust for Project CA011009A:

Portion of Blocks 4 and 5 and portion of Willow Street and Belmont Avenue, as shown on the map of Truman Addition, filed November 18, 1912, in Book 8 of Maps, page 198, in the office of the County Recorder of Contra Costa County, and portion of Lot 198, San Pablo Rancho, filed March 1, 1894, in the office of the County Recorder of Contra Costa County, described as follows:

Beginning in the northern line of Silver Avenue as shown on said map of Truman Addition (8 M 198), at the intersection thereof with a line that is parallel with and 100 feet westerly (measured at right angles) from the eastern line of said Block 5; thence from said point of beginning, North 0° 04' West, along said parallel line 760 feet to the southern line of Lot 6, in said Block 4; thence North 39° 29' 19" West, along the southwestern line of the parcel of land described in the deed from North American Title Guaranty Corporation, Contra Costa Division, to Lacy Douglas, Jr., et ux., dated March 22, 1955, recorded April 6, 1955, in Book 2510 of Official Records, page 517, a distance of 64.72 feet to the southwestern corner of the parcel of land described in the deed from North American Title Guaranty Corporation, Contra Costa Division, to Roy Lee Amos, et ux., dated March 22, 1955, recorded May 31, 1955, in Book 2507 of Official Records, page 287; thence along the western and northern line of said Amos parcel (2587 OR 287), North 1° 45' 46" West, 50.02 feet and North 89° 56' East, 75 feet to a northeastern line of the parcel of land described in the deed from North American Title Guaranty Corporation, Contra Costa Division, to Robert R. Platt, dated September 28, 1954, recorded October 1, 1954, in Book 2391 of Official Records, page 428; thence along the exterior line of said Platt parcel (2391 OR 428), as follows: North 47° 55' West, 120.72 feet, South 55° 35' West, 41.90 feet, South 59° 15' West, 358.44 feet; thence South 0° 04' East, parallel with said eastern line of said Block 5 a distance of 734.7 feet to said northern line of Silver Avenue; thence North 89° 56' East, along said last mentioned line, 399.70 feet to the point of beginning.

Description of Property previously under Declaration of Trust for Project CA011009B:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 20 in Block 8; all as shown on the map of North Richmond Tract No. 1 Addition, filed June 1, 1915, in Book 12 of Maps, page 274, in the office of the County Recorder of Contra Costa County.

Lots 24, 25, 26 and 27 in Block 2; Lots 11, 12, 13, 14, 15 and 16 in Block 3; Lots 20, 21 and 22 in Block 4; Lots 1, 2, 3, 4, 30, 31 and 32 in Block 7; Lots 2, 3 and 4 in Block 12; Lots 17, 18 and 19 in Block 14; Lots 4, 5 and 6 in Block 20; all as shown on the map of North Richmond Land and Ferry Company Tract No. 1, filed July 11, 1910, in Book 3 of Maps, page 59, in the office of the County Recorder of Contra Costa County.

Lots 9, 10 and 11 in Block 61; Lots 1, 2 and 3 in Block 62; Lots 15, 16 and 17 in Block 63; Lots 9, 10, 11, 28, 29, 30, 31, 32, 33 and 34 in Block 65; Lots 16, 17, 18 and 19 in Block 66; all as shown on the map of North Richmond Land and Ferry Company Tract No. 2, filed September 19, 1911, in Book 5 of Maps, page 124, in the office of the County Recorder of Contra Costa County.

Lots 201, 202, 203, 204, 205 and 206 in Block 8; Lots 243, 244, 245 and 246 in Block 10; Lots 264, 265, 266, 267, 284, 285, 286, 287, 288 and 289 in Block 11; Lots 371, 372 and 373

in Block 14; all as shown on the map of Truman Addition, filed November 18, 1912, in Book 8 of Maps, page 198, in the office of the County Recorder of Contra Costa County.

Lots 22, 23 and 24 in Block 3; Lots 9, 10, 11, 12, 23 and 24 in Block 6; Lots 7 and 8 in Block 9; Lots 17, 18 and 19 in Block 10; Lots 1 and 2 in Block 14; Lots 14, 15 and 16 in Block 18; Lots 29, 30 and 31 in Block 19; all as shown on the map of North Richmond Land and Ferry Company Tract No. 1, filed July 11, 1910, in Book 3 of Maps, page 59, in the office of the County Recorder of Contra Costa County.

Lots 1, 2, 3, 4, 5 and 6 in Block 64; all as shown on the map of North Richmond Land and Ferry Company Tract No. 2, filed September 19, 1911, in Book 5 of Maps, page 124, in the office of the County Recorder of Contra Costa County.

Lots 162, 163 and 164 in Block 6; Lots 219, 220, 221, 222, 228, 229 and 230 in Block 8; Lots 359, 360, 361, 367, 368 and 369 in Block 14; all as shown on the map of Truman Addition, filed November 18, 1912, in Book 8 of Maps, page 198, in the office of the County Recorder of Contra Costa County.

Count	Unit Number	Address
1	395	1645 North Jade Street, Richmond, CA
2	396	1635 North Jade Street, Richmond, CA
3	397	1621 North Jade Street, Richmond, CA
4	398	1611 North Jade Street, Richmond, CA
5	399	1608 North Jade Street, Richmond, CA
6	400	1616 North Jade Street, Richmond, CA
7	401	1624 North Jade Street, Richmond, CA
8	402	1632 North Jade Street, Richmond, CA
9	403	1642 North Jade Street, Richmond, CA
10	404	1648 North Jade Street, Richmond, CA
11	405	40 Silver Avenue, Richmond, CA
12	406	44 Silver Avenue, Richmond, CA
13	407	50 Silver Avenue, Richmond, CA
14	408	54 Silver Avenue, Richmond, CA
15	409	1649 First Street, Richmond, CA
16	410	1643 First Street, Richmond, CA
17	411	1633 First Street, Richmond, CA
18	412	1625 First Street, Richmond, CA
19	413	1617 First Street, Richmond, CA
20	414	1609 First Street, Richmond, CA
21	415	40 West Grove Avenue, Richmond, CA
22	416	54 West Grove Avenue, Richmond, CA
23	417	1620 North Opal Street, Richmond, CA
24	418	1622 North Opal Street, Richmond, CA
25	419	1628 North Opal Street, Richmond, CA
26	420	1630 North Opal Street, Richmond, CA
27	421	1636 North Opal Street, Richmond, CA
28	422	1638 North Opal Street, Richmond, CA
29	423	1639 North Opal Street, Richmond, CA
30	424	1637 North Opal Street, Richmond, CA
31	425	1631 North Opal Street, Richmond, CA
32	426	1629 North Opal Street, Richmond, CA

33	427	1623 North Opal Street, Richmond, CA
34	428	1621 North Opal Street, Richmond, CA
35	429	116 West Grove Avenue, Richmond, CA
36	430	130 West Grove Avenue, Richmond, CA
37	431	131 West Grove Avenue, Richmond, CA
38	432	117 West Grove Avenue, Richmond, CA
39	433	111 West Grove Avenue, Richmond, CA
40	434	107 West Grove Avenue, Richmond, CA
41	435	103 West Grove Avenue, Richmond, CA
42	436	99 West Grove Avenue, Richmond, CA
43	437	95 West Grove Avenue, Richmond, CA
44	438	91 West Grove Avenue, Richmond, CA
45	439	90 West Ruby Avenue, Richmond, CA
46	440	94 West Ruby Avenue, Richmond, CA
47	441	98 West Ruby Avenue, Richmond, CA
48	442	102 West Ruby Avenue, Richmond, CA
49	443	106 West Ruby Avenue, Richmond, CA
50	444	110 West Ruby Avenue, Richmond, CA
51	445	130 West Ruby Avenue, Richmond, CA
52	446	116 West Ruby Avenue, Richmond, CA
53	447	54 West Ruby Avenue, Richmond, CA
54	448	40 West Ruby Avenue, Richmond, CA
55	449	60 West Ruby Avenue, Richmond, CA
56	450	64 West Ruby Avenue, Richmond, CA
57	451	68 West Ruby Avenue, Richmond, CA
58	452	72 West Ruby Avenue, Richmond, CA
59	453	76 West Ruby Avenue, Richmond, CA
60	454	80 West Ruby Avenue, Richmond, CA
61	455	81 West Grove Avenue, Richmond, CA
62	456	77 West Grove Avenue, Richmond, CA
63	457	73 West Grove Avenue, Richmond, CA
64	458	69 West Grove Avenue, Richmond, CA
65	459	65 West Grove Avenue, Richmond, CA

66	460	61 West Grove Avenue, Richmond, CA
67	461	55 West Grove Avenue, Richmond, CA
68	462	41 West Grove Avenue, Richmond, CA
69	463	1599 First Street, Richmond, CA
70	464	1591 First Street, Richmond, CA
71	465	1587 First Street, Richmond, CA
72	466	1581 First Street, Richmond, CA
73	467	1573 First Street, Richmond, CA
74	468	1567 First Street, Richmond, CA
75	469	1559 First Street, Richmond, CA
76	470	1551 First Street, Richmond, CA
77	526	526 Silver Ave, Richmond, CA
78	527	1721 North Jade Street, Richmond, CA
79	528	1735 North Jade Street, Richmond, CA
80	529	1745 North Jade Street, Richmond, CA
81	530	1755 North Jade Street, Richmond, CA
82	531	1765 North Jade Street, Richmond, CA
83	532	1775 North Jade Street, Richmond, CA
84	533	20 Market Avenue, Richmond, CA
85	534	21 Market Avenue, Richmond, CA
86	535	1815 Warren Drive, Richmond, CA
87	536	1821 Warren Drive, Richmond, CA
88	537	1823 Warren Drive, Richmond, CA
89	538	1827 Warren Drive, Richmond, CA
90	539	1829 Warren Drive, Richmond, CA
91	540	1833 Warren Drive, Richmond, CA
92	541	1835 Warren Drive, Richmond, CA
93	542	1839 Warren Drive, Richmond, CA
94	543	1841 Warren Drive, Richmond, CA
95	544	1845 Warren Drive, Richmond, CA
96	545	1847 Warren Drive, Richmond, CA
97	546	1851 Warren Drive, Richmond, CA
98	547	1853 Warren Drive, Richmond, CA

99	548	1857 Warren Drive, Richmond, CA
100	549	1859 Warren Drive, Richmond, CA
101	550	1863 Warren Drive, Richmond, CA
102	551	1865 Warren Drive, Richmond, CA
103	552	1869 Warren Drive, Richmond, CA
104	553	51 Market Avenue, Richmond, CA
105	554	50 Market Avenue, Richmond, CA
106	555	1768 Harrold Street, Richmond, CA
107	556	1758 Harrold Street, Richmond, CA
108	557	1748 Harrold Street, Richmond, CA
109	558	1738 Harrold Street, Richmond, CA
110	559	1728 Harrold Street, Richmond, CA
111	560	1714 Harrold Street, Richmond, CA
112	561	51 Silver Avenue, Richmond, CA
113	562	41 Silver Avenue, Richmond, CA
114	563	1719 Harrold Street, Richmond, CA
115	564	1733 Harrold Street, Richmond, CA
116	565	1743 Harrold Street, Richmond, CA
117	566	1753 Harrold Street, Richmond, CA
118	567	1763 Harrold Street, Richmond, CA
119	568	1773 Harrold Street, Richmond, CA
120	569	40 Market Avenue, Richmond, CA
121	570	41 Market Avenue, Richmond, CA
122	571	1868 Warren Drive, Richmond, CA
123	572	1836 Warren Drive, Richmond, CA
124	573	1832 Warren Drive, Richmond, CA
125	574	1814 Warren Drive, Richmond, CA
126	575	31 Market Avenue, Richmond, CA
127	576	30 Market Avenue, Richmond, CA
128	577	1772 North Jade Street, Richmond, CA
129	578	1762 North Jade Street, Richmond, CA
130	579	1752 North Jade Street, Richmond, CA
131	580	1742 North Jade Street, Richmond, CA

132	581	1732 North Jade Street, Richmond, CA
133	582	1722 North Jade Street, Richmond, CA
134	583	33 Silver Avenue, Richmond, CA
135	584	1520 First Street, Richmond, CA
136	585	1518 First Street, Richmond, CA
137	586	121 Chesley Avenue, Richmond, CA
138	587	1511 Second Street, Richmond, CA
139	588	1740 First Street, Richmond, CA
140	589	1710 First Street, Richmond, CA
141	592	317 Silver Avenue, Richmond, CA
142	593	325 Silver Avenue, Richmond, CA
143	594	1730 Third Street, Richmond, CA
144	595	1840 Truman Street, Richmond, CA
145	596	1844 Truman Street, Richmond, CA
146	599	1727 Fourth Street, Richmond, CA
147	600	1725 Fourth Street, Richmond, CA
148	602	1744 Fourth Street, Richmond, CA
149	603	1649 Giaramita Street, Richmond, CA
150	604	1643 Giaramita Street, Richmond, CA
151	605	1639 Giaramita Street, Richmond, CA
152	606	1623 Giaramita Street, Richmond, CA
153	607	1619 Giaramita Street, Richmond, CA
154	608	1710 Giaramita Street, Richmond, CA
155	609	525 Silver Avenue, Richmond, CA
156	610	1711 Giaramita Street, Richmond, CA
157	612	1814 Sixth Street, Richmond, CA
158	613	611 Market Avenue, Richmond, CA
159	614	1741 Sixth Street, Richmond, CA
160	615	1737 Sixth Street, Richmond, CA
161	616	1572 First Street, Richmond, CA
162	617	1574 First Street, Richmond, CA
163	618	1560 First Street, Richmond, CA
164	619	1558 First Street, Richmond, CA

165	620	1529 Second Street, Richmond, CA
166	621	114 West Ruby Avenue, Richmond, CA
167	622	1601 Second Street, Richmond, CA
168	623	1605 Second Street, Richmond, CA
169	624	220 Silver Avenue, Richmond, CA
170	625	218 Silver Avenue, Richmond, CA
171	626	308 Market Avenue, Richmond, CA
172	627	1748 Third Street, Richmond, CA
173	628	322 Market Avenue, Richmond, CA
174	629	320 Market Avenue, Richmond, CA
175	634	315 Verde Avenue, Richmond, CA
176	635	317 Verde Avenue, Richmond, CA
177	636	1624 Fourth Street, Richmond, CA
178	637	1622 Fourth Street, Richmond, CA
179	638	1542 Fourth Street, Richmond, CA
180	639	1540 Fourth Street, Richmond, CA
181	640	1534 Fourth Street, Richmond, CA
182	641	1532 Fourth Street, Richmond, CA
183	642	1539 Fifth Street, Richmond, CA
184	643	1541 Fifth Street, Richmond, CA
185	644	423 Silver Avenue, Richmond, CA
186	645	1709 Fifth Street, Richmond, CA
187	648	1927 Giaramita Street, Richmond, CA
188	649	1925 Giaramita Street, Richmond, CA
189	650	1932 Giaramita Street, Richmond, CA
190	651	1934 Giaramita Street, Richmond, CA
191	652	1844 Giaramita Street, Richmond, CA
192	653	542 Verde Avenue, Richmond, CA
193	654	1842 Giaramita Street, Richmond, CA
194	655	1840 Giaramita Street, Richmond, CA
195	656	1525 Giaramita Street, Richmond, CA
196	657	1527 Giaramita Street, Richmond, CA
197	658	1547 Sixth Street, Richmond, CA

198	659	1549 Sixth Street, Richmond, CA
199	660	1639 Sixth Street, Richmond, CA
200	661	1641 Sixth Street, Richmond, CA
201	662	1923 Sixth Street, Richmond, CA
202	663	1925 Sixth Street, Richmond, CA
203	664	1929 Sixth Street, Richmond, CA
204	665	1931 Sixth Street, Richmond, CA
205	666	1945 Sixth Street, Richmond, CA
206	667	1943 Sixth Street, Richmond, CA
207	668	1932 Sixth Street, Richmond, CA
208	669	1930 Sixth Street, Richmond, CA
209	670	1724 Sixth Street, Richmond, CA
210	671	1722 Sixth Street, Richmond, CA
211	672	1817 Seventh Street, Richmond, CA
212	673	1819 Seventh Street, Richmond, CA
213	674	1829 Seventh Street, Richmond, CA
214	675	1827 Seventh Street, Richmond, CA



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1843

Agenda Date: 5/20/2025

Agenda #: C.1.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: COLLECTION LOSS WRITE-OFF FOR THE QUARTER ENDING MARCH 31, 2025

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Resolution No.5268 to approve collection loss write-offs in the public housing program in the amount of \$245,022.35 for the quarter ending March 31, 2025.

BACKGROUND:

The Housing Authority takes action to write off accounts that have been determined to be non-collectible.

For this quarter ending March 31, 2025, a breakdown of the recommended write-offs, by housing development, is provided in the following table:

CA011-001	Alhambra Terrace Martinez	\$4,852.88
CA011-003	Bridgemont Antioch	\$8,845.96
CA011-004	Los Nogales Brentwood	\$11,377
CA011-005	El Pueblo Pittsburg	\$74,332.32
CA011-008	Los Arboles Oakley	\$0
CA011-010	Bayo Vista Rodeo	\$77,977.05
CA011-011	Hacienda Martinez	\$110
CA011-012	Casa de Manana Oakley	\$17,794.86
CA011-013	Casa de Serena Bay Point	\$25,331.27
CA011-015	Elder Winds Antioch	\$3,862.15
CA011-4501	Vista del Camino San Pablo	\$17,299.40
CA011-4502	Kidd Manor	\$3,239.46
TOTAL		\$245,022.35

A total of 44 accounts are recommended for write-off, representing an average of \$5,569 per account.

The following table illustrates the collection losses for the past years.

Conventional Program

THIS QUARTER 03/31/2025	\$245,022.35
12/31/2023	\$84,537.42
03/31/2022	\$122,003.10
03/31/2021	\$81,269.90

Prior to submission of an account for write-offs, the staff makes every effort to collect money owed to HACCC. Once the account is written off, staff uploads debt amount to HUD's Debts Owed System, to further Housing Authorities efforts to collect monies owed. Past participants that owe Housing Agencies may be denied admission to public housing or housing choice voucher programs in the future unless debt is repaid.

FISCAL IMPACT:

Uncollectable amounts impact the budget by reducing total rental income. The Housing Authority of the County of Contra Costa (HACCC) regularly writes off those accounts that have been determined to be uncollectable. Once an account is written off, it can be turned over to a collection agency. For the period ending March 31, 2025, the collection loss write-off total is \$245,022.35.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Commissioners elect not to adopt Resolution No.5268 these accounts would inflate the total accounts receivable for HACCC and present and inaccurate financial position.

THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5268

RESOLUTION APPROVING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$245,022.35 FOR
THE PERIOD ENDING MARCH 31, 2025

WHEREAS, a certain vacated tenant accounts have been determined to be uncollectable by management; and

WHEREAS, these tenant accounts may have been, or may be, turned over to a collection agency for continued collection efforts;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the County of Contra Costa that the following amounts be written off for collection loss for period ending March 31, 2025

	Conventional Program
Dwelling Rent	\$209,820.60
Legal Charges	\$0
Maintenance & Other Charges	\$35,201.75
TOTAL	\$245,022.35

PASSED AND ADOPTED ON _____ by the following vote of the Commissioners.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1868

Agenda Date: 5/20/2025

Agenda #: C.2.

To: Contra Costa County Housing Authority Board of Commissioners

From: Choose an item.

Report Title: ADOPT AMENDMENTS TO THE ADMINISTRATIVE PLAN OF THE HOUSING CHOICE VOUCHER PROGRAM IN RESPONSE TO HUD'S UPDATES OF SECTIONS 102 AND 104 OF THE HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT OF 2016 (HOTMA) AND THE VIOLENCE AGAINST WOMEN'S ACT

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Amendments to the Administrative Plan of the Housing Choice Voucher Program in response to HUD's updates of Sections 102 And 104 of the Housing Opportunities Through Modernization Act of 2016 (HOTMA) and the Violence Against Women Act.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) issued Initial Guidance in the Federal Register on October 24, 2016, announcing sweeping changes in the Public Housing and Housing Choice Voucher Programs. At that time, only a fraction of the changes announced by HUD were implemented immediately. Many changes were not implemented pending further legislative review and policy development. Since then, HUD has been slowly releasing parts of the changes as they became ready. On July 18, 2023, this Board approved the changes to Section 103 of HOTMA that made significant changes regarding income limits for the Public Housing program and policies for families who exceed the "over-income" limit after the 24-month grace period.

The changes being implemented in Section 102 and 104 of HOTMA are some of the most extensive changes made to the Housing Choice Voucher and Public Housing programs in over 10 years. These changes are being implemented to modernize the rental assistance programs and bring them in line with societal norms of today. Moreover, HUD is making changes to the deductions permitted in the calculation of rent and implementing restrictions on participation in the program for households with excessive wealth. The changes are transformative to the rental assistance program and have resulted in extensive changes being proposed for the Housing Choice Voucher Program Administrative Plan.

In 2024, HACCC staff brought many of the HOTMA changes to the Board for public hearing and approval. To date, all HOTMA updates to the Administrative Plan have been made and are being implemented in pieces by HUD. HACCC accommodated this partial roll out of the HOTMA changes by invoking a two-tiered Admin Plan whereby actions not implemented yet would refer to the Administrative Plan approved by the Board in December of 2022 while new HOTMA changes that are implemented appear in the current version and become active.

Despite the fact that staff have implemented extensive changes to the Administrative Plan in response to HUD's updates of Section 102 and 104 of HOTMA, some edits continue to be made to the language, including changes to the Violence Against Women's Act guidelines. The HOTMA changes were discussed by the Resident Advisory Board (RAB) on October 24, 2024, and approved by the RAB on November 6, 2024, as part of the initial adoption of the changes and public hearings were held regarding these changes on July 9 and December 3, 2024. This action by the Board is to approve the additional edits made to the Administrative Plan since the substantial changes were made available for public comment in 2024. The following changes were made to the Housing Choice Voucher Program Administrative Plan as it pertains to HACCC Policy:

In addition to any grammatical changes, edits were made to the standard HUD language in the plan that introduces the subject matter. These are not policy changes but regulatory edits from the Code of Federal Regulations. The following changes were made to the Housing Choice Voucher Program Administrative Plan as it pertains to HACCC Policy:

- Added language addressing additional protections provide by the State of California for access to Fair Housing;
 - Added Large-Print format as a reasonable accommodation for disabled persons;
 - Aligned Fair Housing LEP accommodations with the County of Contra Costa's guidelines;
 - Pursuant to HOTMA, expanded the definition of Family to include a youth between 18 and 24 years of age who has left or will leave Foster Care;
 - Added and amended language regarding Violence Against Women's Act pursuant to HOTMA changes and HUD guidelines including prohibiting the denial of admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking;
 - Added Public Housing residents who are determined to be in need of a transfer for VAWA protection purposes to the list of Special Admissions to the HCV program;
 - Adding language prioritizing VAWA-related Emergency Transfers for participant families above all other transfer requests;
 - Clarified how to calculate the imputed income from an asset which is calculated by multiplying the net cash value of the asset (found by deducting reasonable costs that would be incurred in disposing of the asset from the market value), by the HUD-published passbook rate;
 - Clarified that HACCC will accept self-certification of completion of repairs. Photos or video confirmation is acceptable to confirm repairs in lieu of reinspection where necessary;
 - Added language that HACCC shall terminate a family's assistance if the family revokes consent for the HACCC to collect information from financial institutions;
 - Removed restrictive language for documentation needed to verify VAWA claims;
 - Increased the number of slots available for Homeownership Assistance Vouchers from 20 to 35;
 - Added a priority for families who are part of a public housing redevelopment action to participate in the Homeownership Voucher Program;
-
- Added language to clarify that, for homeownership, HACCC shall inspect the unit prior to approval of the sale to ensure compliance with HQS or other inspection standards adopted by HUD;
 - Removed language that indicated HACCC would inspect homeownership units annually;
 - Removed language that implied that HACCC does not have the discretion to exclude any of the listed homeownership expenses or to add any additional items;
 - Added denial of a reasonable accommodation and termination from the FSS Program as acceptable reasons for a family to be accorded an informal hearing;

- In flagrant situations of Program fraud or abuse, HACCC shall consult with the HUD Field Office and regional OIG Special Agent in Charge (SAC) to determine whether it will refer the matter to the state or local district attorney to pursue criminal fraud charges;
- Clarified that HACCC generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if HACCC, in consultation with HUD and local law enforcement, determine to pursue criminal charges in connection with the conduct and the amounts owed;
- Reemphasized security protocols in protecting the identity of victims of VAWA, Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
- Updated all mandatory forms related to VAWA including HUD Forms 5380, 5381, 5382;
- Updated the list of PBV properties that are being set aside for referrals from the County's Coordinated Entry System as a result of a homeless requirement;
- Added language regarding RAD/Section 18 blends with regards to public housing conversions and how these new provisions facilitate a PHA's ability to complete these conversions with greater flexibility from HUD;
- Added language and adopted the provisions of the new RAD Supplemental Notice 4C that guides the RAD Program and incorporates the changes adopted in the RAD/Section 18 blends;
- Included language that specifies that relocation benefits required of RAD projects extend to residents who are part of a Section 18 demolition and disposition,
- Updated the Glossaries of the Administrative Plan
- Updated the Appendix of HOTMA which specifies the items being modified or implemented by the latest changes announced by HUD.

The proposed changes to the Administrative Plan are too extensive to be attached. A complete copy of the proposed Administrative Plan is available for review at HACCC's main office and on HACCC's website.

FISCAL IMPACT:

No direct financial impact.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Commissioners elect not to adopt the amendments to the Administrative Plan of the Housing Choice Voucher Program in response to HUD's updates of Sections 102 And 104 of the Housing Opportunities Through Modernization Act Of 2016 and the Violence Against Women Act, HACCC will be out of compliance with HUD requirements. HUD may also impose additional sanctions.

Attachment B.1.

Summary of May, 2025 Administrative Plan Changes

In addition to any grammatical changes, edits were made to the standard HUD language in the plan that introduces the subject matter. These are not policy changes but regulatory edits from the Code of Federal Regulations. The following changes were made to the Housing Choice Voucher Program Administrative Plan as it pertains to HACCC Policy:

- Added language addressing additional protections provide by the State of California for access to Fair Housing;
- Added Large-Print format as a reasonable accommodation for disabled persons;
- Aligned Fair Housing LEP accommodations with the County of Contra Costa's guidelines;
- Pursuant to HOTMA, expanded the definition of Family to include a youth between 18 and 24 years of age who has left or will leave Foster Care;
- Added and amended language regarding Violence Against Women's Act pursuant to HOTMA changes and HUD guidelines including prohibiting the denial of admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking;
- Added Public Housing residents who are determined to be in need of a transfer for VAWA protection purposes to the list of Special Admissions to the HCV program;
- Adding language prioritizing VAWA-related Emergency Transfers for participant families above all other transfer requests;
- Clarified how to calculate the imputed income from an asset which is calculated by multiplying the net cash value of the asset (found by deducting reasonable costs that would be incurred in disposing of the asset from the market value), by the HUD-published passbook rate;
- Clarified that HACCC will accept self-certification of completion of repairs. Photos or video confirmation is acceptable to confirm repairs in lieu of reinspection where necessary;
- Added language that HACCC shall terminate a family's assistance if the family revokes consent for the HACCC to collect information from financial institutions;
- Removed restrictive language for documentation needed to verify VAWA claims;
- Increased the number of slots available for Homeownership Assistance Vouchers from 20 to 35;
- Added a priority for families who are part of a public housing redevelopment action to participate in the Homeownership Voucher Program;
- Added language to clarify that, for homeownership, HACCC shall inspect the unit prior to approval of the sale to ensure compliance with HQS or other inspection standards adopted by HUD;
- Removed language that indicated HACCC would inspect homeownership units annually;

- Removed language that implied that HACCC does not have the discretion to exclude any of the listed homeownership expenses or to add any additional items;
- Added denial of a reasonable accommodation and termination from the FSS Program as acceptable reasons for a family to be accorded an informal hearing;
- In flagrant situations of Program fraud or abuse, HACCC shall consult with the HUD Field Office and regional OIG Special Agent in Charge (SAC) to determine whether it will refer the matter to the state or local district attorney to pursue criminal fraud charges;
- Clarified that HACCC generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if HACCC, in consultation with HUD and local law enforcement, determine to pursue criminal charges in connection with the conduct and the amounts owed;
- Reemphasized security protocols in protecting the identity of victims of VAWA, Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
- Updated all mandatory forms related to VAWA including HUD Forms 5380, 5381, 5382;
- Updated the list of PBV properties that are being set aside for referrals from the County's Coordinated Entry System as a result of a homeless requirement;
- Added language regarding RAD/Section 18 blends with regards to public housing conversions and how these new provisions facilitate a PHA's ability to complete these conversions with greater flexibility from HUD;
- Added language and adopted the provisions of the new RAD Supplemental Notice 4C that guides the RAD Program and incorporates the changes adopted in the RAD/Section 18 blends;
- Included language that specifies that relocation benefits required of RAD projects extend to residents who are part of a Section 18 demolition and disposition,
- Updated the Glossaries of the Administrative Plan
- Updated the Appendix of HOTMA which specifies the items being modified or implemented by the latest changes announced by HUD.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1889

Agenda Date: 5/20/2025

Agenda #: C.3.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: **APPROVE RESOLUTION CERTIFYING TO STANDARD PERFORMER STATUS UNDER THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM FOR FISCAL FY2025**

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE Resolution No. 5269, certifying the results for the Section 8 Management Assessment Plan (SEMAP), subject to HUD confirmatory review, for the Housing Authority of the County of Contra Costa (HACCC) for the period from April 1, 2024, to March 31, 2025.

BACKGROUND:

HUD utilizes SEMAP to evaluate a public housing authority's (PHA) management of the HCV program. SEMAP scores are based on a combination of electronic data reported to HUD at regular intervals by PHAs and self-reported scores based on internal audits conducted by PHA staff. PHAs use HUD's SEMAP Certification form to submit their scores. HACCC's completed form for the fiscal year is attached. The SEMAP rating consists of fourteen separate performance indicators plus a Bonus Indicator. Scores for Indicators 1-8 on the attached SEMAP Certification form are based upon HACCC's internal review and an external review conducted by a consultant. Scores for Indicators 9-14 on the attached SEMAP Certification form are based on HUD's automatic scoring of these Indicators. Based on staff's certification, HACCC's HCV program is entitled to receive 120 out of 140 possible points, which will result in a SEMAP score of 85.71%. The rating becomes official after HUD reviews and approves the submission. If HUD maintains this score, HACCC will qualify as a "Standard Performer" under HUD's SEMAP program.

HACCC achieved a favorable score in 13 of 13 of the SEMAP Indicators for which it is eligible. Specifically, HACCC scored points in the following Indicators:

- Selection From the Waiting List
- Determination of Rent Reasonableness
- Determination of Adjusted Income
- Maintaining Current Utility Allowance Schedules
- Conducting Quality Control Inspections
- Expanding Housing Opportunities
- Maintaining Current Payment Standards
- Conducting Annual Income Reexaminations
- Correctly Calculating Tenant Rent
- Conducting Pre-Contract Housing Quality Standards (HQS) Inspections
- Housing Quality Standards Enforcement

- Annual HQS Inspections
- Lease-Up/Utilization Rate
- Housing Quality Standards Enforcement

Because the Agency is no longer eligible; HACCC did not score any points in the following Indicator:

- Family Self Sufficiency (FSS)

HACCC is no longer rated under SEMAP for this Indicator because we have graduated more FSS participants than the minimum required by HUD. Were the Agency still rated, HACCC would receive points for this Indicator.

FISCAL IMPACT:

HUD provides over one hundred and ninety-five million dollars annually to serve low-income families in Contra Costa County via the Housing Choice Voucher (HCV) rental assistance program. Approval of this SEMAP certification is a condition for continued funding.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Commissioners elect not to approve Resolution No. 5269, HACCC would be in jeopardy of losing approximately one hundred and ninety-five million dollars in funding that provides rental assistance for low-income families in Contra Costa County.

THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5269

RESOLUTION APPROVING THE SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM
CERTIFICATION FOR THE HOUSING CHOICE VOUCHER PROGRAM AND AUTHORIZING
SUBMISSION OF RELATED DOCUMENTATION

WHEREAS, it is the desire of the Board of Commissioners of the Housing Authority of the County of Contra Costa to continue to provide housing assistance payments for qualified low-income tenants; and

WHEREAS, the Housing Authority of the County of Contra Costa desires to ensure that its Housing Choice Voucher program functions within the standards of the U.S. Department of Housing and Urban Development (HUD) Section 8 Management Assessment Program (SEMAP);

WHEREAS, 24 CFR Section 985.101, a PHA is to submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year;

WHEREAS, the certification must be approved by PHA board resolution and signed by the PHA executive director.

WHEREAS, a PHA's SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY, as follows:

1. The SEMAP certification for the Housing Authority of the County of Contra Costa for the period ending March 31, 2025, is hereby approved subject to any subsequent HUD confirmatory reviews; and,
2. The Executive Director of the Housing Authority of the County of Contra Costa is authorized to submit this certification and any related documentation to the U.S. Department of Housing and Urban Development. This Resolution shall be effective immediately.

PASSED AND ADOPTED ON _____ by
the following vote of the Commissioners.

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF AN
ACTION TAKEN AND ENTERED ON THE
MINUTES OF THE BOARD OF
COMMISSIONERS ON THE DATE SHOWN.

ATTESTED _____
JOSEPH VILLARREAL, CLERK OF THE
BOARD OF COMMISSIONERS AND
EXECUTIVE DIRECTOR

By _____

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 12/31/2026)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
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Check here if the PHA expends less than \$300,000 a year in Federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes ☐ No ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes ☐ No ☐

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes ☐ No ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☐ At least 98% of units sampled ☐ 80 to 97% of units sampled ☐ Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☐ At least 90% of files sampled ☐ 80 to 89% of files sampled ☐ Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes ☐ No ☐

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes ☐ No ☐

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☐ At least 98% of cases sampled ☐ Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes ☐ No ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes ☐ No ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes ☐ No ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes ☐ No ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes ☐ No ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes ☐ No ☐

8. Payment Standards. The PHA has adopted payment standards schedule(s) in accordance with § 982.503.

PHA Response Yes ☐ No ☐

Enter FMRs and payment standards (PS)

0-BR FMR _____	1-BR FMR _____	2-BR FMR _____	3-BR FMR _____	4-BR FMR _____
PS _____	PS _____	PS _____	PS _____	PS _____

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes ☐ No ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes ☐ No ☐

11. Initial HQS Inspections. Newly leased units pass HQS inspection within the time period required. This includes both initial and turnover inspections for the PBV program. (24 CFR 982.305; 983.103(b)-(d)).

PHA Response Yes ☐ No ☐

12. Periodic HQS Inspections. The PHA has met its periodic inspection requirement for its units under contract (982.405 and 983.103(e)).

PHA Response Yes ☐ No ☐

13. Lease-Up. The PHA executes housing assistance contracts for the PHA's number of baseline voucher units, or expends its annual allocated budget authority.

PHA Response Yes ☐ No ☐

- 14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

<input type="text"/>
<input type="text"/>

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program .

Check here if not applicable ☐

PHA Response

Yes ☐

No ☐

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response

Yes ☐

No ☐

If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify under penalty of perjury that, to the best of my knowledge, the above responses are true and correct for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) _____

Date (mm/dd/yyyy) _____

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

2020 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- _____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- _____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? Yes ☐ No ☐

- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- _____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- _____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

CA011 - SEMAP Certification - Indicator #8 - Page 2

Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response: Yes ☒ No

Enter Current FMRs and Payment Standards (PS) Effective 10/1/2024:

Bedroom Size	0	1	2	3	4
FMR	\$1,937	\$2,201	\$2,682	\$3,432	\$4,077
Payment Standard	\$2,130	\$2,421	\$2,950	\$3,775	\$4,484

Bedroom Size	0	1	2	3	4
FMR	\$1,937	\$2,201	\$2,682	\$3,432	\$4,077
Payment Standard	\$2034	\$2311	\$2,816	\$3,604	\$4,281

Enter Current FMRs and Payment Standards (PS) Effective 10/1/2023:

Bedroom Size	0	1	2	3	4
FMR	\$1,825	\$2,131	\$2,590	\$3,342	\$3,954
Payment Standard	\$2,007	\$2,344	\$2,849	\$3,676	\$4,349

Bedroom Size	0	1	2	3	4
FMR	\$1,825	\$2,131	\$2,590	\$3,342	\$3,954
Payment Standard	\$1,825	\$2,131	\$2,590	\$3,342	\$3,954

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

ALL HCV PROGRAM PARTICIPANTS IMPORTANT PROGRAM INFORMATION



Attachment to Rent Adjustment Letter

Tenant Number:

Head of Household Name:

EFFECTIVE DATE: October 1, 2024

SECTION 1: NEW PAYMENT STANDARD

Table 6

EAST COUNTY - Antioch, Bay Point, Bethel Island, Brentwood, Byron, Discovery Bay, Knightsen, Oakley

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
PS	\$2,034	\$2,311	\$2,816	\$3,604	\$4,281	\$4,922	\$5,565	\$6,207
% of FMR	105%	105%	105%	105%	105%	105%	105%	105%

EFFECTIVE DATE: October 1, 2024

Table 8

All Other Cities Except Pittsburg:

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
PS	\$2,130	\$2,421	\$2,950	\$3,775	\$4,484	\$5,156	\$5,830	\$6,502
% of FMR	109.96%	110.00%	109.99%	109.99%	109.98%	109.98%	110.00%	110.00%

FMR	\$1,937	\$2,201	\$2,682	\$3,432	\$4,077	\$4,688	\$5,300	\$5,911
110% of FMR	\$2,130	\$2,421	\$2,950	\$3,775	\$4,484	\$5,156	\$5,830	\$6,502

SECTION 2: INCOME LIMITS - EFFECTIVE 04/01/2025

Family Size (# of persons)	Extremely Low (30%) Income	Very Low (50%) Income	Low (80%) Income
01	\$33,600	\$55,950	\$87,550
02	38,400	63,950	100,050
03	43,200	71,950	112,550
04	47,950	79,900	125,050
05	51,800	86,300	135,100
06	55,650	92,700	145,100
07	59,500	99,100	155,100
08	63,300	105,500	165,100

Disclaimer: This information is provided as a courtesy of the Housing Authority of the County of Contra Costa to assist you on determining if you are eligible for housing programs within the agency. **Payment Standards represent the maximum subsidy permitted not the maximum rent available. All rents are subject to Rent Reasonableness Determination.** This information is subject to change without notice.

ALL HCV PROGRAM PARTICIPANTS IMPORTANT PROGRAM INFORMATION



Attachment to Rent Adjustment Letter

Tenant Number:

Head of Household Name:

The Housing Authority will apply the Payment Standard below at your annual recertification. This new Payment Standard will be used to calculate both tenant rent responsibility and owner Housing Assistance Payments (HAP) in compliance with HUD's voucher calculation methodology.

EFFECTIVE DATE: October 1, 2023

SECTION 1: NEW PAYMENT STANDARD

EAST COUNTY - Antioch, Bay Point, Bethel Island, Brentwood, Byron, Discovery Bay, Knightsen, Oakley

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
PS	\$1,825	\$2,131	\$2,590	\$3,342	\$3,954	\$4,547	\$5,140	\$5,733
% of FMR	100%	100%	100%	100%	100%	100%	100%	100%

EFFECTIVE DATE: October 1, 2023

All Other Cities Except Pittsburg:

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR	7-BR
PS	\$2,007	\$2,344	\$2,849	\$3,676	\$4,349	\$5,001	\$5,654	\$6,306
% of FMR	109.97%	110.00%	110.00%	109.99%	109.99%	109.98%	110.00%	109.99%

FMR	\$1,825	\$2,131	\$2,590	\$3,342	\$3,954	\$4,547	\$5,140	\$5,733
110% of FMR	\$2,007	\$2,344	\$2,849	\$3,676	\$4,349	\$5,001	\$5,654	\$6,306

SECTION 2: INCOME LIMITS EFFECTIVE 04/01/2024

Family Size (# of persons)	Extremely Low (30%) Income	Very Low (50%) Income	Low (80%) Income
01	\$32,700	\$54,500	\$84,600
02	37,400	62,300	96,650
03	42,050	70,100	108,750
04	46,700	77,850	120,800
05	50,450	84,100	130,500
06	54,200	90,350	140,150
07	57,950	96,550	149,800
08	61,650	102,800	159,500

Disclaimer: This information is provided as a courtesy of the Housing Authority of the County of Contra Costa to assist you on determining if you are eligible for housing programs within the agency. **Payment Standards represent the maximum subsidy permitted not the maximum rent available. All rents are subject to Rent Reasonableness Determination.** This information is subject to change without notice.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1869

Agenda Date: 5/20/2025

Agenda #: C.4.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: ADOPT AMENDMENTS TO THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) FOR THE PUBLIC HOUSING PROGRAM IN RESPONSE TO HUD'S UPDATES OF SECTIONS 102 AND 104 OF THE HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT OF 2016 (HOTMA) AND THE VIOLENCE AGAINST WOMEN'S ACT

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT amendments to the Admissions and Continued Occupancy Policy (ACOP) for the Public Housing Program in response to HUD's updates of Sections 102 and 104 of the Housing Opportunities Through Modernization Act of 2016 (HOTMA) and the Violence Against Women's Act (VAWA).

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) issued Initial Guidance in the Federal Register on October 24, 2016 announcing sweeping changes in the Public Housing and Housing Choice Voucher Programs. At that time, only a fraction of the changes announced by HUD were implemented. Many changes were not implemented pending further legislative review and policy development. Since then, HUD has been slowly releasing parts of the changes as they became ready. On July 18, 2023, this Board approved the changes to Section 103 of HOTMA that made significant changes regarding income limits for the Public Housing program and policies for families who exceed the "over-income" limit after the 24-month grace period.

The changes being implemented in Section 102 and 104 of HOTMA are some of the most extensive changes made to the Housing Choice Voucher and Public Housing programs in over 10 years. These changes are being implemented to modernize the rental assistance programs and bring them in line with societal norms of today. Moreover, HUD is making changes to the deductions permitted in the calculation of rent and implementing restrictions on participation in the program for households with excessive wealth. The changes are transformative to the rental assistance program and have resulted in extensive changes being proposed for the ACOP.

In 2024, HACCC staff brought many of the HOTMA changes to the Board for public hearing and approval. To date, all HOTMA updates to the ACOP have been made and are being implemented in parts by HUD.

HACCC is accommodating the partial roll out of the HOTMA changes by invoking a two-tiered ACOP whereby actions not implemented yet would refer to the ACOP approved by the Board in December of 2022 while new HOTMA changes that are implemented appear in the current version and become active.

Despite the fact that staff have implemented extensive changes to the ACOP in response to HUD's updates of Section 102 and 104 of HOTMA, some edits continue to be made to the language, including changes to the Violence Against Women's Act (VAWA) guidelines. The HOTMA changes were discussed by the Resident Advisory Board (RAB) on October 10, 2024 and approved by the RAB on November 6, 2024 as part of the initial adoption of the changes. Public hearings were held regarding these changes on July 9 and December 3, 2024. This action by the Board is to approve the additional edits made to the ACOP since the substantial changes were made available for public comment in 2024. The following changes were made to the ACOP for the Public Housing Program as it pertains to HACCC Policy:

In addition to any grammatical changes, edits were made to the standard HUD language in the plan that introduces the subject matter. These are not policy changes but regulatory edits from the Code of Federal Regulations. The following changes were made to the ACOP as it pertains to HACCC Policy:

- Added language addressing additional protections provide by the State of California for access to Fair Housing;
- Modified some language in the ACOP to be consistent with Reasonable Accommodation policies in our Housing Choice Voucher program, including:
 - o Allowing a change in a family's rent due date to correspond with the receipt of SSI or SSDI benefits.
 - o Verification of disability and/or disability-related need is not required when the disability and/or disability-related need is obvious or already known to HACCC.
 - o The request need not use a specific written form and need not mention the Fair Housing Act, Section 504, or the ADA, or use the phrase "reasonable accommodation" or "reasonable modification."
 - o HACCC will help the family fill out the form if they choose to use it and if they need assistance.
 - o While requests for accommodation may be submitted to any Housing Authority employee, requests will be evaluated and decided upon by the Section 504 Coordinator and/or another staff member trained in and knowledgeable about fair housing and reasonable accommodations.
- Modified language to allow families who own otherwise disqualifying real property to remain eligible for the Public Housing program if the property's location creates significant barriers to accessing work, school, healthcare, or other necessary services.
- Added and amended language regarding Violence Against Women's Act pursuant to HOTMA changes and HUD guidelines including prohibiting the denial of admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking;
- Adding language prioritizing VAWA-related Emergency Transfers for participant families above all other transfer requests;
- Removed restrictive language for documentation needed to verify VAWA claims;
- Reemphasized security protocols in protecting the identity of victims of VAWA, Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
- Updated all mandatory forms related to VAWA including HUD Forms 5380, 5381, 5382, and 5383;
- Added language categorizing and defining all assets as either real property or personal property.
- Added language about using a streamlined income determination for annual reexaminations on families with fixed income sources.
- Added language adopting current IRS Publication 502 as a standard for determining if expenses claimed by eligible families qualify as health and medical care expenses
- Updated the Glossaries of the ACOP
- Updated the Appendix of HOTMA which specifies the items being modified or implemented by the latest changes announced by HUD.

The proposed changes to the ACOP are too extensive to be attached. A complete copy of the proposed ACOP is available for review at HACCC's main office and on HACCC's website.

FISCAL IMPACT:

No direct financial impact.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Commissioners elect not to approve the resolution to implement the amendments to the Admissions and Continued Occupancy Plan for the Public Housing Program in response to HUD's updates of Sections 102 And 104 of the Housing Opportunities Through Modernization Act Of 2016 (HOTMA) and the Violence Against Women's Act (VAWA), HACCC will be out of compliance with HUD requirements. HUD may also impose additional sanctions.

Attachment B.1

Summary of May 2025 ACOP Changes

In addition to any grammatical changes, edits were made to the standard HUD language in the plan that introduces the subject matter. These are not policy changes but regulatory edits from the Code of Federal Regulations. The following changes were made to the ACOP as it pertains to HACCC Policy:

- Added language addressing additional protections provide by the State of California for access to Fair Housing;
- Modified some language in the ACOP to be consistent with Reasonable Accommodation policies in our Housing Choice Voucher program, including:
 - Allowing a change in a family’s rent due date to correspond with the receipt of SSI or SSDI benefits.
 - Verification of disability and/or disability-related need is not required when the disability and/or disability-related need is obvious or already known to HACCC.
 - The request need not use a specific written form and need not mention the Fair Housing Act, Section 504, or the ADA, or use the phrase "reasonable accommodation" or "reasonable modification."
 - HACCC will help the family fill out the form if they choose to use it and if they need assistance.
 - While requests for accommodation may be submitted to any Housing Authority employee, requests will be evaluated and decided upon by the Section 504 Coordinator and/or another staff member trained in and knowledgeable about fair housing and reasonable accommodations.
- Modified language to allow families who own otherwise disqualifying real property to remain eligible for the Public Housing program if the property’s location creates significant barriers to accessing work, school, healthcare, or other necessary services.
- Added and amended language regarding Violence Against Women’s Act pursuant to HOTMA changes and HUD guidelines including prohibiting the denial of admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking;
- Adding language prioritizing VAWA-related Emergency Transfers for participant families above all other transfer requests;
- Removed restrictive language for documentation needed to verify VAWA claims;
- Reemphasized security protocols in protecting the identity of victims of VAWA, Domestic Violence, Dating Violence, Sexual Assault, or Stalking.
- Updated all mandatory forms related to VAWA including HUD Forms 5380, 5381, 5382, and 5383;
- Added language categorizing and defining all assets as either real property or personal property.
- Added language about using a streamlined income determination for annual reexaminations on families with fixed income sources.
- Added language adopting current IRS Publication 502 as a standard for determining if expenses claimed by eligible families qualify as health and medical care expenses
- Updated the Glossaries of the ACOP
- Updated the Appendix of HOTMA which specifies the items being modified or implemented by the latest changes announced by HUD.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1725

Agenda Date: 5/20/2025

Agenda #: C.5.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: APPROVE THE EXECUTIVE DIRECTOR TO AMEND THE HOUSING AUTHORITY'S PROCUREMENT POLICY TO INCREASE THE PURCHASE THRESHOLDS FOR PETTY CASH, MICRO AND SMALL PURCHASES

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE the Executive Director to amend the Housing Authority's (HACCC) procurement policy to increase the purchase threshold for petty cash, micro, and small purchases.

BACKGROUND:

The current petty cash ceiling of \$50 no longer meets the needs of routine business operations and has created inefficiencies in processing low-value purchases. Increasing this threshold will allow for greater flexibility and responsiveness in small, day-to-day transactions.

The micro purchase threshold is currently set at \$3,000. Increasing it would make it consistent with HUD's updated guidance. This change is specifically intended to reduce the administrative burden of requiring full approvals and competitive procedures for routine purchases up to \$10,000. By increasing this threshold, HACCC staff will be able to make low-value purchases more efficiently while maintaining fiscal accountability and compliance with federal standards.

The small purchase threshold for purchases supporting day-to-day operations is currently set at \$150,000. While the U.S. Department of Housing and Urban Development (HUD) has increased the federal small purchase threshold to \$250,000, HACCC proposes to adopt a threshold consistent with the County's procurement standards. This alignment ensures consistency across local government procurement practices while still remaining within HUD's allowable limits. It also simplifies procurement administration, improves programmatic efficiency, and reduces unnecessary administrative burden, all while preserving necessary oversight.

HACCC intends to make the following changes to the procurement thresholds:

- Increase the Petty Cash purchase threshold from \$50 to \$250.
- Raise the Micro Purchase threshold from \$3,000 to \$10,000, consistent with updated HUD guidance, with the exception of construction procurements which remains at \$2,000.
- Increase the Small Purchase threshold, including for petty cash, micro, and small-purchase non-complex service contracts, from \$150,000 to \$200,000, bringing it in alignment with the County's threshold.

HACCC's Procurement Procedures will include the following:

- For any amounts above the petty cash ceiling (\$250) but not exceeding \$200,000, HACCC may use small purchase procedures.
- Under small purchase procedures, a reasonable number of quotes (preferably three) should be obtained.
- For purchases under \$10,000 (except for construction, which remains at \$2,000), defined as Micro Purchases, only one quote is required, provided it is deemed reasonable.
- To promote competition, small purchases should be distributed among qualified sources to the greatest extent feasible.
- Quotations (QSPs) may be obtained orally (in person or by phone), by fax, in writing, or through e-procurement platforms.
- The following must be documented and maintained as a public record (unless otherwise restricted by law): names, addresses, or telephone numbers of offerors, the date of each quote, and the quoted amount.
- Awards will be made to the responsive and responsible vendor offering the lowest price, unless justified with supporting documentation in the contract file.
- HACCC shall not split purchases that exceed the applicable thresholds into smaller transactions for the purpose of avoiding procurement rules or using less stringent procedures.

These updates reflect current HUD regulations, align with County practices, and enhance operational efficiency while maintaining transparency and accountability.

FISCAL IMPACT:

No direct financial impact.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the updated thresholds and procedures will leave HACCC operating under outdated limits that no longer reflect market realities, reducing operational agility and efficiency.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1854

Agenda Date: 5/20/2025

Agenda #: C.6.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: CONTRACT WITH THE CITY OF PITTSBURG POLICE DEPARTMENT FOR COMMUNITY POLICING SERVICES AT THE EL PUEBLO PUBLIC HOUSING DEVELOPMENT IN THE CITY OF PITTSBURG

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or designee, to execute a contract with the City of Pittsburg in an amount not to exceed \$189,000 to provide the Housing Authority's El Pueblo public housing development with additional law enforcement services for the period July 1, 2024 through June 30, 2025.

BACKGROUND:

For the past twenty-five years (or more), HACCC has contracted with the City of Pittsburg to provide one full-time police officer for additional community-oriented policing duties at the El Pueblo Housing Development. The officer focuses on eliminating drug-related activities, eliminating violent crimes, and working closely with residents to provide services beyond those normally offered by the police.

Final contract agreement was delayed due protracted negotiation of insurance requirements.

FISCAL IMPACT:

The Housing Authority's (HACCC) total cost for one year's service will not exceed \$189,000. Funding for this contract is included in HACCC's current budget using the public housing operating subsidy provided by the U. S. Department of Housing and Urban Development.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Commissioners does not approve this contract, the City of Pittsburg will not have sufficient resources to continue providing additional law enforcement services to the residents of the El Pueblo public housing community.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1855

Agenda Date: 5/20/2025

Agenda #: C.7.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: CONTRACT WITH THE CITY OF PITTSBURG POLICE DEPARTMENT FOR COMMUNITY POLICING SERVICES AT THE EL PUEBLO PUBLIC HOUSING DEVELOPMENT IN THE CITY OF PITTSBURG

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or his designee, to execute a twelve-month contract with the City of Pittsburg to provide the Housing Authority's El Pueblo public housing development with additional law enforcement services for the period beginning July 1, 2025, and ending June 30, 2026, in an amount not to exceed \$198,450.

BACKGROUND:

For the past twenty-five plus years, HACCC has contracted with the City of Pittsburg to provide one full-time police officer for additional community-oriented policing duties at the El Pueblo Housing Development. The officer focuses on eliminating drug-related activities, eliminating violent crimes, and working closely with residents to provide services beyond those normally offered by the police.

FISCAL IMPACT:

The Housing Authority's (HACCC) total cost for one year's service will not exceed \$198,450. Funding for this contract is included in HACCC's current budget using the public housing operating subsidy provided by the U. S. Department of Housing and Urban Development.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Commissioners does not approve this contract, the City of Pittsburg will not have sufficient resources to continue providing additional law enforcement services to the residents of the El Pueblo public housing community.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1856

Agenda Date: 5/20/2025

Agenda #: C.8.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: CONTRACT WITH THE CONTRA COSTA COUNTY SHERIFF'S DEPARTMENT FOR COMMUNITY POLICING SERVICES AT THE BAYO VISTA PUBLIC HOUSING DEVELOPMENT

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or designee, to execute a contract with the Contra Costa County Sheriff's Department in an amount not to exceed \$275,000 to provide the Housing Authority's Bayo Vista public housing development with additional law enforcement services for the period July 1, 2024 through June 30, 2025.

BACKGROUND:

For over twenty-five years, HACCC has contracted with the Contra Costa County Sheriff's Department to provide one full-time Sheriff's Deputy for additional community-oriented policing duties at the Bayo Vista Housing Development in Rodeo. The Deputy focuses on increasing emergency response time, community engagement as well as eliminating violent crimes, working closely with the residents to provide services beyond those normally offered by the Sheriff's office.

Final contract agreement was delayed due protracted negotiation of service levels and insurance requirements.

FISCAL IMPACT:

The Housing Authority's (HACCC) total cost for one year service will not exceed \$275,000. Funding for this contract is included in HACCC's current budget using the public housing operating subsidy provided by the U. S. Department of Housing and Urban Development.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Commissioners does not approve this contract, the Sheriff's department will not have sufficient resources to continue providing additional law enforcement services to the residents of the Bayo Vista public housing community which can increase assaults, burglaries, domestic violence incidents and other criminal activity that can be detrimental to the community.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1857

Agenda Date: 5/20/2025

Agenda #: C.9.

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: CONTRACT WITH THE CONTRA COSTA COUNTY SHERIFF'S DEPARTMENT FOR COMMUNITY POLICING SERVICES AT THE BAYO VISTA PUBLIC HOUSING DEVELOPMENT

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Executive Director of the Housing Authority of the County of Contra Costa, or his designee, to execute a twelve-month contract with the Contra Costa County Sheriff's Department to provide the Housing Authority's Bayo Vista public housing development with additional law enforcement services for the period beginning July 1, 2025, and ending June 30, 2026, in an amount not to exceed \$279,000.00.

BACKGROUND:

For over twenty-five years, HACCC has contracted with the Contra Costa County Sheriff's Department to provide one full-time Sheriff's Deputy for additional community-oriented policing duties at the Bayo Vista Housing Development in Rodeo. The Deputy focuses on increasing emergency response time, community engagement as well as eliminating violent crimes, working closely with the residents to provide services beyond those normally offered by the Sheriff's office.

FISCAL IMPACT:

The Housing Authority's (HACCC) total cost for one year service will not exceed \$279,000. Funding for this contract is included in HACCC's current budget using the public housing operating subsidy provided by the U. S. Department of Housing and Urban Development.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Commissioners does not approve this contract, the Sheriff's department will not have sufficient resources to continue providing additional law enforcement services to the residents of the Bayo Vista public housing community which can increase assaults, burglaries, domestic violence incidents and other criminal activity that can be detrimental to the community.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1858
C.10.

Agenda Date: 5/20/2025

Agenda #:

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: AWARD OF CONSTRUCTION CONTRACT FOR THE REPAIR OF 3 FIRE-DAMAGED UNITS LOCATED IN THE ELDER WINDS DEVELOPMENT IN ANTIOCH

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

- (1) APPROVE plans, specifications, and design to rehabilitate three (3) fire-damaged units, Units C514, C614, and C613, located in the Elder Winds Public Housing Development at 2100 Buchanan Road, in Antioch, CA.
- (2) AWARD the construction contract for the above project to A&R Construction (A&R) in the amount of \$208,001.00 and DIRECT that A&R shall present two good and sufficient surety bonds contractor shall present two good and sufficient surety bonds (performance and payment) in the amount of \$208,001.00 each and that the Executive Director, or designee, shall prepare the contract.
- (3) AUTHORIZE the Executive Director, or designee, to approve construction change orders, as needed, up to a maximum total of 10% (\$20,800.00), which is in addition to the contract award amount.
- (4) ORDER that, after the contractor has signed the contract and returned it, together with the bonds as noted above, certificates of insurance, and any other required documents, and the Executive Director has reviewed and found them to be sufficient, the Executive Director, or designee, is authorized to sign the contract for this Board.
- (5) ORDER that the Executive Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by HACCC to ensure performance under the contract, pursuant to Public Contract Code Section 22300.
- (6) DELEGATE, pursuant to Public Contract Code Section 4114, to the Executive Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.
- (7) DELEGATE, pursuant to Labor Code Section 6705, to the Executive Director, or to any registered civil or structural engineer employed by HACCC, the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

BACKGROUND:

On October 12, 2024, three (3) units were damaged by fire and subsequent water and smoke damages rendering them uninhabitable. HACCC solicited bids for the repairs and selected the most responsible and cost-effective firm to rehabilitate the units and return them to service.

FISCAL IMPACT:

The construction contract will be funded 100% by HUD.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not award the construction contract, as recommended, the three (3) units will continue to remain vacant and in need of rehabilitation.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1865
C.11.

Agenda Date: 5/20/2025

Agenda #:

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: AGREEMENT WITH DOOR AND WINDOW GUARD SYSTEMS INC.

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Executive Director to execute a contract with Door and Window Guard Systems, Inc. (DAWGS) in an amount not to exceed \$200,000 per year to provide secure entry systems for vacant public housing units/buildings for the period June 2, 2025, to June 2, 2026. The contract will also contain four annual options to renew effective June 2nd, of each year. If all options to renew are accepted, the total contract would not exceed \$1,000,000 and the final term would commence on June 2, 2028, and end on June 2, 2029.

BACKGROUND:

When a public housing unit becomes vacant, there is typically a short delay before re-leasing. However, vacancies may be prolonged if extensive repairs are needed or if new tenants require time to relocate. Under the Rental Assistance Demonstration (RAD) program, certain units remain vacant until RAD approvals are secured, and the units are sold. HACCC uses a mixture of plywood and metal coverings to temporarily seal vacant units. Metal coverings are used for units where break-in is a concern. Through this contract, DAWGS will rent metal security covers to HACCC as needed.

HACCC issued RFP-24116-313 for door and window security screen services. Door and Window Guard Systems, Inc. (DAWGS) received the highest score among the vendors.

DAWGS is an industry leader in securing, maintaining and managing vacant properties. Since 2009, DAWGS has been trusted by a wide range of customers throughout various industries. DAWGS' innovative suite of security products and expert services allow customers to protect and preserve their properties against unauthorized access, while maintaining their property's value. With multiple locations throughout the United States, DAWGS prides itself on delivering the trust and security customers can expect from a large, nationwide company, while offering customized and relevant solutions for each local market.

DAWGS has a proprietary metal enclosure system that has been successful, to date, in preventing break-ins at some of our developments where their product is already in use from prior years' contracts. The cost of the security units breaks down to \$34 per door per month and \$23 per window per month. If HACCC exercises all four renewal options, the contract would run through June 2, 2029. Should contract spending be projected to exceed \$1,000,000 before that date, staff will return to the Board for further approval.

FISCAL IMPACT:

Funding for this contract is included in the Housing Authority's (HACCC) current budget using funds provided by the U. S. Department of Housing and Urban Development.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Commissioners does not approve the contract with DAWGS, HACCC would need to initiate a new competitive bidding process for vacant unit security systems, resulting in delays and increased vulnerability of HACCC properties.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1867
C.12.

Agenda Date: 5/20/2025

Agenda #:

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: AWARD OF CONSTRUCTION CONTRACT FOR SECURITY CAMERA INSTALLATION AT THE EL PUEBLO (PITTSBURG) AND CASA DE SERENA (BAY POINT) DEVELOPMENTS

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

- (1) **APPROVE** plans, specifications, and design for the Security Camera Project, El Pueblo in Pittsburg and Casa de Serena in Bay Point.
- (2) **AWARD** the construction contract for the above project to Scheer Security Alarm Systems, Inc., ("Scheer") in the amount listed in Scheer's proposal (\$224,369.11) and **DIRECT** that Scheer shall present two good and sufficient surety bonds (performance and payment) in the amount of \$224,369.11 each and that the Executive Director, or designee, shall prepare the contract.
- (3) **AUTHORIZE** the Executive Director, or designee, to approve construction change orders, as needed, up to a maximum total of 10% (\$22,436), which is in addition to the contract award amount.
- (4) **ORDER** that, after the contractor has signed the contract and returned it, together with the bonds as noted above, certificates of insurance, and any other required documents, and the Executive Director has reviewed and found them to be sufficient, the Executive Director, or designee, is authorized to sign the contract for this Board.
- (5) **ORDER** that the Executive Director, or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by HACCC to ensure performance under the contract, pursuant to Public Contract Code Section 22300.
- (6) **DELEGATE**, pursuant to Public Contract Code Section 4114, to the Executive Director, or designee, the Board's functions under Public Contract Code Sections 4107 and 4110.
- (7) **DELEGATE**, pursuant to Labor Code Section 6705, to the Executive Director, or to any registered civil or structural engineer employed by HACCC, the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

BACKGROUND:

HACCC solicited proposals though Security Camera Installation RFP-24323-320 and received one proposal from Scheer of \$224,369.11. Staff has reviewed the proposal and pricing, and found them to be consistent with the terms of the RFP and Independent Cost Estimate.

To enable the project to proceed, the Executive Director recommends that the Board take the following actions:

- (1) Approve the project plans and specifications, which approval will give design immunity to the Housing Authority.
- (2) Award the construction contract for the above project to Scheer for \$224,369.11, direct the Executive Director to prepare the contract, and authorize the Executive Director to sign the contract following his review and approval of the signed contract, bonds, and insurance from Scheer.
- (3) Take the additional related actions listed in the Recommended Actions above.

FISCAL IMPACT:

The construction contract will be funded 100% by HUD.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not award the construction contract as recommended, the CFP funding grant may be defunded and security camera systems may not be installed.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1845
C.13.

Agenda Date: 5/20/2025

Agenda #:

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: NEW INCOME LIMITS EFFECTIVE APRIL 1, 2025, FOR ASSISTED PROGRAMS OPERATED BY HACCC

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT a report from the executive director regarding new income limits effective April 1, 2025, for assisted programs operated by HACCC.

BACKGROUND:

The United States (U.S.) Department of Housing and Urban Development (HUD) is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs including the Public Housing, and the Section 8 Housing Choice Voucher programs among others. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county.

HUD also calculates median family incomes (MFIs) for every metropolitan area and nonmetropolitan county in the U.S. MFIs are an input into the income limit calculation and are based on a four-person household. MFIs are also often referred to by users of this data and in other federal programs as area median incomes (AMIs).

HUD Section 8 Income Limits begin with the production of MFIs for each area. HUD uses the Section 8 program's Fair Market Rent (FMR) area definitions in developing median incomes, which means that income estimates are developed for each metropolitan area, parts of some metropolitan areas, and each nonmetropolitan county.

The statutory basis for HUD's income limit policies may be summarized as follows:

- Low-income families are defined as families whose incomes do not exceed 80 percent of the median family income for the area.
- Very low-income families are defined as families whose incomes do not exceed 50 percent of the median family income for the area.
- Extremely low-income families are defined as very low-income families whose incomes do not exceed the greater of 30 percent of the median family income for the area or the federal poverty guidelines as published by the Department of Health and Human Services (HHS). The extremely low-income limits

based on poverty guidelines are capped by the very low-income limit.

HUD uses the 2023 American Community Survey (ACS) and Puerto Rico Community Survey (PRCS) median family income data (as opposed to household income data) as the basis of FY 2025 income limits for all areas of geography, except for the U.S. Virgin Islands and the Pacific Islands (Guam, American Samoa, and the Northern Mariana Islands). In the past, HUD has used the Consumer Price Index (CPI) forecast published by the Congressional Budget Office (CBO) to bring the ACS and PRCS data forward from the year of the ACS to the current fiscal year. For FY 2025 and going forward, HUD will use an inflation factor based on the most recent projected change in national per capita wages published by the Congressional Budget Office in an attempt to improve the accuracy of its median family income estimates. The inflation factor, representing the projected change in national per capita wages from FY 2023 through FY 2025, is approximately 1.08 (an 8 percent increase).

Effective April 1, 2025, the FY2025 income limits are as follows:

Family Size (# of persons)	Extremely Low (30%) Income	Very Low (50%) Income	Low (80%) Income
01	\$33,600	\$55,950	\$87,550
02	38,400	63,950	100,050
03	43,200	71,950	112,550
04	47,950	79,900	125,050
05	51,800	86,300	135,100
06	55,650	92,700	145,100
07	59,500	99,100	155,100
08	63,300	105,500	165,100

FISCAL IMPACT:

Funding for this program is provided by the U.S. Department of Housing and Urban Development (HUD). Funding for the proposed change is provided for in the Housing Authority of the County of Contra Costa's (HACCC) current budget.

CONSEQUENCE OF NEGATIVE ACTION:

This is an information item only. There is no action needed on this matter.



CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 25-1844
C.14.

Agenda Date: 5/20/2025

Agenda #:

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Executive Director

Report Title: INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2025

☐ Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

RECEIVE the Housing Authority of the County of Contra Costa's investment report for the quarter March 31st, 2025

BACKGROUND:

California Government Code (CGC) Section 53646 requires the Housing Authority of the County of Contra Costa (HACCC) to present the Board of Commissioners with a quarterly investment report that provides a complete description of HACCC's portfolio. The report is required to show the issuers, type of investments, maturity dates, par values (equal to market value here) and the current market values of each component of the portfolio, including funds managed by third party contractors. It must also include the source of the portfolio valuation (in HACCC's case it is the issuer). Finally, the report must provide certifications that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy and; (2) HACCC will meet its expenditure obligations for the next six months. (CGC 53646(b)).

The state-mandated report has been amended to indicate the amount of interest earned and how the interest was allocated. The amended report is attached.

In summary, HACCC had \$28,842.84 in interest earnings for the quarter ending March 31st, 2025. That interest was earned within discrete programs and most of the interest earned is available only for use within the program which earned the interest. Further, interest earnings may be restricted to specific purposes within a given program.

The Housing Choice Voucher Program reserve as of 12/31/2013 held in cash and investments was transitioned to HUD held program reserve account.

Non-restricted interest earnings within both the voucher and public housing programs must be used solely within those programs, but such interest earnings can be used for a wider range of purposes within the individual programs. The interest earned in the State and Local fund can be used for any purpose within HACCC's scope of operations.

The interest earned for the quarter ending March 31st, 2025 is shown below. A more detailed report is attached.

Public Housing	Housing Choice Voucher Fund		Central Office	State & Local
Unrestricted Interest Earned	Restricted Interest Earned	Unrestricted Interest Earned	Unrestricted Interest Earned	Unrestricted Interest Earned
\$225.72			\$22,308.31	\$6,308.81

FISCAL IMPACT:

None. For reporting purposes only.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Commissioners elect not to accept the investment report it would result in an audit finding of non-compliance and could ultimately affect future funding from the U.S. Department of Housing and Urban Development (HUD).

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

INVESTMENT REPORT : PORTFOLIO HOLDINGS BY TYPE

For Period Ending: 3/31/2025

Issuer	Investment Type	Amount Invested	Yield	Investment Date	Maturity Date	Estimated Value@ Maturity Date
<u>Cantella & Company</u>						
Fidelity Market Reserves	Money Market	87,627.47	3.960%	ongoing	ongoing	87,627.47
State Bank of India	Certificate of Deposit	140,000.00	1.100%	5/28/20	5/28/25	147,704.22
Texas Exchange Bank	Certificate of Deposit	105,000.00	1.000%	6/19/20	6/19/25	110,252.88
State Bank of India	Certificate of Deposit	105,000.00	1.000%	4/27/21	4/27/26	110,252.88
Sally Mae Bank	Certificate of Deposit	75,000.00	1.050%	9/23/21	9/22/26	78,937.50
Synchrony Bank	Certificate of Deposit	100,000.00	0.950%	9/24/21	9/24/26	104,752.60
Federal Home Loan bank	Govt Agency	115,000.00	1.350%	1/27/22	1/27/26	121,214.25
Federal Home Loan bank	Govt Agency	110,000.00	1.750%	2/04/22	1/27/27	119,588.08
American Express national Bank	Certificate of Deposit	247,000.00	2.000%	3/09/22	3/09/27	271,713.53
Capital One Bank, USA	Certificate of Deposit	230,000.00	2.250%	3/23/22	3/23/27	255,889.18
BMO Harris Bank	Certificate of Deposit	150,000.00	3.300%	6/15/22	6/15/27	174,763.56
Morgan Stanley Bank	Certificate of Deposit	150,000.00	3.750%	6/30/22	6/30/27	178,140.41
Discover Bank	Certificate of Deposit	140,000.00	3.300%	7/20/22	7/20/26	158,492.66
Sallie Mae Bank	Certificate of Deposit	173,000.00	3.300%	7/20/22	7/21/25	190,158.28
Federal Home Loan bank	Govt Agency	150,000.00	4.000%	9/02/22	8/25/27	179,884.93
CIBC Bank USA	Certificate of Deposit	150,000.00	4.350%	5/16/23	5/15/28	182,642.88
Texas Trust Credit Union	Certificate of Deposit	150,000.00	5.000%	8/09/23	8/09/27	180,020.55
Greenstate Credit Union	Certificate of Deposit	130,000.00	5.000%	8/29/23	8/29/28	162,535.62
Toyota Financial Bank	Certificate of Deposit	100,000.00	4.600%	5/24/24	5/24/29	123,012.60
Federal Home Loan Mort Corp	Govt Agency	720,000.00	4.300%	8/23/24	8/07/29	873,527.67
Farmer Mac	Govt Agency	200,000.00	4.790%	1/31/25	1/28/30	247,847.51
GRAND TOTALS		3,527,627.47				4,058,959.26
L.A.I.F. (Acct # 25-07-003)	Liquid Account	119,091.47	4.48%	ongoing	ongoing	119,091.47
GRAND TOTALS		3,646,718.94				4,178,050.73

HOUSING AUTHORITY OF CONTRA COSTA COUNTY
INVESTMENT REPORT BY FUND
For Period Ending 3/31/2025

Issuer	Amount Invested	Amount Invested by Fund:				
		Public Housing	Management	Central Office	Housing Choice Voucher	Rental Rehabilitation
<u>Cantella & Company</u>						
Fidelity Market Reserves	87,627.47	3,087.44	22,659.76	61,880.27		
State Bank of India	140,000.00		140,000.00			
Texas Exchange Bank	105,000.00		105,000.00			
State Bank of India	105,000.00			105,000.00		
Sally Mae Bank	75,000.00			75,000.00		
Synchrony Bank	100,000.00	83,487.89		16,512.11		
Federal Home Loan bank	115,000.00			115,000.00		
Federal Home Loan bank	110,000.00			110,000.00		
American Express national Bank	247,000.00			247,000.00		
Capital One Bank, USA	230,000.00			230,000.00		
BMO Harris Bank	150,000.00			150,000.00		
Morgan Stanley Bank	150,000.00			150,000.00		
Discover Bank	140,000.00			140,000.00		
Sallie Mae Bank	173,000.00		173,000.00			
Federal Home Loan bank	150,000.00			150,000.00		
CIBC Bank USA	150,000.00		150,000.00			
Texas Trust Credit Union	150,000.00			150,000.00		
Greenstate Credit Union	130,000.00			130,000.00		
Toyota Financial Bank	100,000.00		100,000.00			
Federal Home Loan Mort Corp	720,000.00			720,000.00		
Farmer Mac	200,000.00			200,000.00		
GRAND TOTALS	3,527,627.47	86,575.33	690,659.76	2,750,392.38	-	-
L.A.I.F. (Acct # 25-07-003)	119,091.47	-	-	-		119,091.47
GRAND TOTALS	3,646,718.94	86,575.33	690,659.76	2,750,392.38	-	119,091.47

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

Report per CGC 53646 CURRENT MARKET VALUE

For Period Ending 3/31/2025

Issuer	Investment Type	Maturity Date	Amount Invested	Current Market Value (at 3/31/25)	Yield
Cantella & Company					
Fidelity Market Reserves	Money Market	ongoing	87,627.47	87,627.47	3.96%
State Bank of India	Certificate of Deposit	5/28/2025	140,000.00	139,281.80	1.10%
Texas Exchange Bank	Certificate of Deposit	6/19/2025	105,000.00	104,238.75	1.00%
State Bank of India	Certificate of Deposit	4/27/2026	105,000.00	101,625.30	1.00%
Sally Mae Bank	Certificate of Deposit	9/22/2026	75,000.00	71,746.50	1.05%
Synchrony Bank	Certificate of Deposit	9/24/2026	100,000.00	95,504.00	0.95%
Federal Home Loan bank	Govt Agency	1/27/2026	115,000.00	112,344.65	1.35%
Federal Home Loan bank	Govt Agency	1/27/2027	110,000.00	105,605.90	1.75%
American Express national Bank	Certificate of Deposit	3/09/2027	247,000.00	237,406.52	2.00%
Capital One Bank, USA	Certificate of Deposit	3/23/2027	230,000.00	221,797.90	2.25%
BMO Harris Bank	Certificate of Deposit	6/15/2027	150,000.00	147,493.50	3.30%
Morgan Stanley Bank	Certificate of Deposit	6/30/2027	150,000.00	148,875.00	3.75%
Discover Bank	Certificate of Deposit	7/20/2026	140,000.00	138,604.20	3.30%
Sallie Mae Bank	Certificate of Deposit	7/21/2025	173,000.00	172,468.89	3.30%
Federal Home Loan bank	Govt Agency	8/25/2027	150,000.00	149,052.00	4.00%
CIBC Bank USA	Certificate of Deposit	5/15/2028	150,000.00	150,978.00	4.35%
Texas Trust Credit Union	Certificate of Deposit	8/09/2027	150,000.00	153,033.00	5.00%
Greenstate Credit Union	Certificate of Deposit	8/29/2028	130,000.00	133,630.90	5.00%
Toyota Financial Bank	Certificate of Deposit	5/24/2029	100,000.00	101,796.00	4.60%
Federal Home Loan Mort Corp	Govt Agency	8/07/2029	720,000.00	715,644.00	4.30%
Farmer Mac	Govt Agency	1/28/2030	200,000.00	201,072.00	4.79%
			3,527,627.47	3,489,826.28	
L.A.I.F. (Acct # 25-07-003)	Liquid Account	ongoing	119,091.47	119,091.47	4.48%
GRAND TOTALS			3,646,718.94	3,608,917.75	

HOUSING AUTHORITY OF CONTRA COSTA COUNTY

Investment Interest Earnings Report

For Period Ending 3/31/2025

150189	Amount Invested	Interest Earned this Qtr	Interest Earned this Quarter by Fund				
			Public Housing	Management	Central	Rental Rehab	Housing Voucher
			Unrestricted	Unrestricted	Unrestricted	Unrestricted	Unrestricted
Cantella & Company							
Fidelity Market Reserves	87,627.47	855.63	30.15	221.26	604.22	-	-
State Bank of India	140,000.00	379.73	-	379.73	-	-	-
Texas Exchange Bank	105,000.00	258.90	-	258.90	-	-	-
State Bank of India	105,000.00	258.90	-	-	258.90	-	-
Sally Mae Bank	75,000.00	194.18	-	-	194.18	-	-
Synchrony Bank	100,000.00	234.25	195.57	-	38.68	-	-
Federal Home Loan bank	115,000.00	382.81	-	-	382.81	-	-
Federal Home Loan bank	110,000.00	474.66	-	-	474.66	-	-
American Express national Bank	247,000.00	1,218.08	-	-	1,218.08	-	-
Capital One Bank, USA	230,000.00	1,276.03	-	-	1,276.03	-	-
BMO Harris Bank	150,000.00	1,220.55	-	-	1,220.55	-	-
Morgan Stanley Bank	150,000.00	1,386.99	-	-	1,386.99	-	-
Discover Bank	140,000.00	1,139.18	-	-	1,139.18	-	-
Sallie Mae Bank	173,000.00	1,407.70	-	1,407.70	-	-	-
Federal Home Loan bank	150,000.00	1,479.45	-	-	1,479.45	-	-
CIBC Bank USA	150,000.00	1,608.90	-	1,608.90	-	-	-
Texas Trust Credit Union	150,000.00	1,849.32	-	-	1,849.32	-	-
Greenstate Credit Union	130,000.00	1,602.74	-	-	1,602.74	-	-
Toyota Financial Bank	100,000.00	1,134.25	-	1,134.25	-	-	-
Federal Home Loan Mort Corp	720,000.00	7,633.97	-	-	7,633.97	-	-
Farmer Mac	200,000.00	1,548.55	-	-	1,548.55	-	-
-	3,527,627.47	27,544.77	225.72	5,010.74	22,308.31	-	-
L.A.I.F. (Acct # 25-07-003)	119,091.47					1,298.07	
GRAND TOTALS	3,646,718.94	28,842.84	225.72	5,010.74	22,308.31	1,298.07	-