



**CALL AND NOTICE OF SPECIAL  
MEETING AT 6:45 PM OF THE  
HOUSING AUTHORITY OF THE CITY  
OF VALLEJO**


**MAY 27, 2025**

**MEMBERS**

Andrea Sorce - (Chair)  
Peter Bregenzer (Vice-Chair)  
Helen-Marie Gordon  
Tonia Lediju, PhD  
Alexander Matias  
Diosdado "JR" Matulac  
Charles Palmares

**HYBRID MEETING**  
[www.Cityofvallejo.net](http://www.Cityofvallejo.net)

**Council Chambers  
555 Santa Clara Street  
Vallejo, CA 94590**

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|---|--|
| <p>NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom</p>   | <p>City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.</p>  |
| <p><b>PUBLIC COMMENT:</b> Members of the Public may provide public comments during the City Council Meeting in person or via ZOOM (<a href="https://ZoomRegular.Cityofvallejo.net">https://ZoomRegular.Cityofvallejo.net</a>), or via phone, by dialing (669) 900-6833.</p>   | <p>For additional instructions on how to speak remotely during public comment, please visit, <a href="http://www.cityofvallejo.net/publiccomment">www.cityofvallejo.net/publiccomment</a></p>                                |
| <p><b>VIEW THE MEETING:</b><br/>There are four different ways you can view this public meeting:</p> <ul style="list-style-type: none"> <li>• In Person</li> <li>• Watch Vallejo local channel 28</li> <li>• Stream from the City website: <a href="http://www.cityofvallejo.net/Streaming">www.cityofvallejo.net/Streaming</a></li> <li>• Join the Zoom webinar: <a href="https://ZoomRegular.Cityofvallejo.net">https://ZoomRegular.Cityofvallejo.net</a></li> </ul>   | <p>Scan QR code for live captions and translation in Spanish and Tagalog.</p> <div align="right">  </div>                               |
| <p align="center"><b>Hybrid Options are available for members of the public to participate. To participate remotely</b></p>   |  |
| <p><b><u>Option to Join by Computer</u></b><br/>From your browser go to <a href="https://ZoomRegular.CityofVallejo.net">https://ZoomRegular.CityofVallejo.net</a> to launch and join the zoom application.<br/>Meeting ID: 914 0075 0676#<br/>Meeting Password: 131313</p>  | <p><b><u>Option to Join by Phone</u></b><br/>Dial (669) 900-6833<br/>Enter Meeting ID: 914 0075 0676#<br/>Meeting Password: 131313<br/>Press *9 to digitally raise your hand from the phone.<br/>Press *6 to unmute/mute</p> |
| <p>Any supplemental writing related to an agenda item for an open session of a regular meeting that is distributed to all or a majority of all members of the City Council less than 72 hours before the meeting will be posted concurrently on the City's website at <a href="http://www.cityofvallejo.net/agendas">www.cityofvallejo.net/agendas</a> Written material distributed during the meeting, will be available at the meeting if prepared by the City or after the meeting if prepared by someone else. Such materials may be obtained from the City Clerk</p> |  |



Vallejo City Council Chambers ADA compliant. Devices for the hearing impaired are available from the City Clerk. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof

## AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CONSENT CALENDAR AND APPROVAL OF AGENDA**

A. **APPROVAL OF MINUTES**

Recommendation: Approve minutes from the special meeting of December 10, 2024 and the regular meeting of March 25, 2025

Contact: Dawn G. Abrahamson, MMC, Secretary (707) 648-4527

[Dawn.Abrahamson@cityofvallejo.net](mailto:Dawn.Abrahamson@cityofvallejo.net)

4. **ACTION CALENDAR**

*NOTICE: Members of the public wishing to address the Housing Authority on Action Calendar Items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM (<https://ZoomRegular.Cityofvallejo.net>), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press \*9 to digitally raise your hand from the phone. Press \*6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, [www.cityofvallejo.net/publiccomment](http://www.cityofvallejo.net/publiccomment). Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420 or as approved and announced by the Chair. In person speakers will be recognized first*

A. **ADOPT A RESOLUTION APPROVING THE AWARD OF A PROJECT-BASED VOUCHER HOUSING ASSISTANCE PAYMENT CONTRACT WITH FIRM FOUNDATION COMMUNITY HOUSING FOR EXISTING HOUSING FOR THE BROADWAY PROJECT LOCATED AT 2441 BROADWAY STREET AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE HOUSING ASSISTANCE PAYMENT CONTRACT FOR 47 PBV UNITS**

Recommendation: Adopt a Resolution approving the award and ratify forty-seven (47) project-based vouchers (PBV) to Firm Foundation Community Housing and approve a PBV HAP contract for a term up to 20 years with approved extension periods for the existing housing project. The contract, including any approved extensions, will not exceed 40 years.

Contact: Alicia M. Jones, Housing Director (707) 648-4408

[Alicia.Jones@cityofvallejo.net](mailto:Alicia.Jones@cityofvallejo.net)

B. **ADOPT A RESOLUTION: 1) ESTABLISHING A RAPID REHOUSING PROGRAM USING FUNDING FROM THE LOW AND MODERATE INCOME HOUSING ASSET FUND (LMIHAF); AND 2) AMENDING THE FISCAL YEAR 2024-25 FUND 126 (LMIHAF) BUDGET ALLOCATING \$100,000 TO PROVIDE LIMITED-TERM RENTAL SUBSIDY AND SECURITY DEPOSIT**

**ASSISTANCE UNDER THE RAPID REHOUSING PROGRAM FOR INDIVIDUALS WHO ARE EXPERIENCING HOMELESSNESS OR EXITING HOMELESSNESS.**

Recommendation: Adopt a Resolution to establish a rapid rehousing program and amend the FY 2024-25 Fund 126 (Low and Moderate Income Housing Asset Fund, "LMIHAF") Budget to allocate \$100,000 from the fund balance of LMIHAF for rental subsidies and move-in assistance for unhoused families or individuals to exit homelessness.

Contact: Alicia M. Jones, Housing Director (707) 648-4408

[alicia.jones@cityofvallejo.net](mailto:alicia.jones@cityofvallejo.net)

**5. ADJOURNMENT**

**ADDITIONAL CITY INFORMATION**

Members of the public can:

- Like us on Facebook and Instagram ([@cityofvallejo](#))
- Sign up to receive City Communications via e-mail ([www.cityofvallejo.net/subscribe](http://www.cityofvallejo.net/subscribe))
- Sign up for emergency alerts at: [alertsolan.com](http://alertsolan.com)

Dated: Friday, May 23, 2025



Andrea Sorce, Mayor

I, Dawn Abrahamson, City Clerk do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to

Andrea Sorce - (Chair)  
Peter Bregenzer (Vice-Chair)  
Helen-Marie Gordon  
Tonia Lediju, PhD  
Alexander Matias  
Diosdado "JR" Matulac  
Charles Palmares,

at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 12:00 p.m., Friday, May 23, 2025.

Dated: Friday, May 23, 2025



**HOUSING AUTHORITY OF THE  
CITY OF VALLEJO  
SPECIAL MEETING MINUTES  
DECEMBER 10, 2024**

**COUNCIL CHAMBERS  
555 Santa Clara Street, Vallejo, California**

**1. CALL TO ORDER**

The meeting was called to order at 6:50 p.m.

**2. ROLL CALL**

**Present:** Chair McConnell, Vice Chair Loera-Diaz, Boardmembers Arriola, Bregenzer, Matulac, Palmares, Verder-Aliga, and Gordon

**Absent:** None

**Staff present:** Executive Director Murray, City Attorney Nebb and Secretary Abrahamson

**3. CONSENT CALENDAR AND APPROVAL OF AGENDA**

**Action:** *moved by Vice Chair Loera-Diaz and carried unanimously, unless otherwise noted, approval of the Agenda and the Consent Calendar.*

**A. APPROVAL OF MINUTES**

Recommendation: Approval of minutes for the special meeting of October 8, 2024

Contact: Dawn G. Abrahamson, MMC, Secretary (707) 648-4527

[Dawn.Abrahamson@cityofvallejo.net](mailto:Dawn.Abrahamson@cityofvallejo.net)

**Action:** *approved minutes.*

**4. ACTION CALENDAR**

Chair McConnel recused himself due to a conflict of interest related to an FPPC ruling regarding real property interest in Section 8 Housing Vouchers and left the Council Chambers. Vice Chair Loera-Diaz assumed presiding over the meeting.

**A. CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION APPROVING REVISIONS TO THE HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN OF THE HOUSING AUTHORITY OF THE CITY OF VALLEJO**

Recommendation:

1. Conduct a public hearing to receive comments on the revisions to the Housing Choice Voucher (HCV) Program Administrative Plan of the Housing Authority of the City of Vallejo (HACV)

2. Adopt a resolution approving proposed changes to the Administrative Plan

Contact: Alicia M. Jones, Housing Director (707) 648-4508  
[Alicia.Jones@cityofvallejo.net](mailto:Alicia.Jones@cityofvallejo.net)

Housing Director Jones provided a summary of the PHA, outlined changes to Admissions and Selection Policy, reviewed the Project-Based Voucher Site-Based Waiting Lists and Project-Based Voucher properties and unit allocations, and set aside units and concluded the presentation outlining the recommendations.

Vice Chair Loera-Diaz opened the public hearing.

Staff responded to questions from Boardmembers.

**Speakers:** Gila Burton-Curl

***Action:*** moved by Boardmember Verder-Aliga and carried unanimously by members present to 1) conduct a public hearing to receive comments on the revisions to the HCV of the Housing Authority of the City of Vallejo and 2) adopt Resolution No. 24-010 (Abstain Due to Conflict of Interest: McConnell).

## 5. ADJOURNMENT

The meeting adjourned at 7:04 p.m.

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ANDREA SORCE, CHAIR

ATTEST:

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DAWN G. ABRAHAMSON, SECRETARY



**HOUSING AUTHORITY OF THE CITY OF VALLEJO  
REGULAR MEETING MINUTES  
MARCH 25, 2025**

**COUNCIL CHAMBERS  
555 Santa Clara Street, Vallejo, California**

**1. CALL TO ORDER**

The meeting was called to order at 7:12 p.m.

**2. ROLL CALL**

**Present:** Chair Sorce, Vice Chair Bregenzer, Boardmembers Gordon, Lediju, Matias, Matulac (participated remotely), and Palmares

**Absent:** None

**Staff present:** Executive Director Murray, City Attorney Nebb and Secretary Abrahamson

**3. CONSENT CALENDAR AND APPROVAL OF AGENDA**

**Action:** *moved by Vice Chair Bregenzer and carried unanimously, unless otherwise noted, to approve the Agenda and the Consent Calendar.*

**A. APPROVAL OF MINUTES**

Recommendation: Approve minutes from the regular meeting of December 17, 2024

Contact: Dawn G. Abrahamson, MMC, Secretary (707) 648-4527

[Dawn.Abrahamson@cityofvallejo.net](mailto:Dawn.Abrahamson@cityofvallejo.net)

**Action:** *approved minutes.*

**4. ACTION CALENDAR**

**A. CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION APPROVING THE VALLEJO HOUSING AUTHORITY'S FIVE-YEAR PUBLIC HOUSING AGENCY (PHA) PLAN FOR FISCAL YEAR (FY) 2025-29 FOR THE PERIOD COVERING JULY 1, 2025 – JUNE 30, 2029, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) OFFICE OF PUBLIC AND INDIAN HOUSING**

Recommendation: Conduct the public hearing and upon its conclusion, adopt a Resolution approving the Vallejo Housing Authority's Fiscal Year (FY) 2025-29 Five-Year (for the period covering July 1, 2025 – June 30, 2029) Public Housing Agency (PHA) Plan, and authorize its submission to the U.S. Department of Housing and Urban Development (HUD) Office of Public and Indian Housing.

Contact: Alicia Jones, Housing Director (707) 648-4508

[Alicia.Jones@cityofvallejo.net](mailto:Alicia.Jones@cityofvallejo.net)

Gillian Hayes, Assistant City Manager (707) 648-4576

[Gillian.Hayes@cityofvallejo.net](mailto:Gillian.Hayes@cityofvallejo.net)

Housing Director Jones defined the purpose of the 5-Year and Annual PHA Plan, reviewed the Housing Authority's mission over the next 5 years and goals of the Plan, provided a progress report of the VASH program, discussed VAWA goals and significant amendment to the administrative plan, and concluded the presentation outlining the Resident Advisory Board meeting and affirming furthering fair housing and noted a correction to the agenda title and recommendation for the 5-Year PHA which is for Fiscal Year 2025-29 for the period covering July 1, 2025 – **June 30, 2030**.

Chair Sorce opened the public hearing.

Staff responded to questions from Boardmembers.

**Speakers:** Isobet Beltane and Frances Harkins

There being no further speakers, Chair Sorce closed the public hearing.

Another question and answer period followed. Boardmembers provided comment.

***Action:*** moved by Vice Mayor Bregenzer and carried unanimously to adopt Resolution No. 25-001.

## 5. ADJOURNMENT

The meeting adjourned at 7:48 p.m.

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ANDREA SORCE, CHAIR

ATTEST:

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DAWN G. ABRAHAMSON, SECRETARY



**DATE:** May 27, 2025  
**TO:** Chair and Members of the Vallejo Housing Authority Board  
**FROM:** Alicia M. Jones, Housing Director  
**SUBJECT:** **ADOPT A RESOLUTION APPROVING THE AWARD OF A PROJECT-BASED VOUCHER HOUSING ASSISTANCE PAYMENT CONTRACT WITH FIRM FOUNDATION COMMUNITY HOUSING FOR EXISTING HOUSING FOR THE BROADWAY PROJECT LOCATED AT 2441 BROADWAY STREET AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE HOUSING ASSISTANCE PAYMENT CONTRACT FOR 47 PBV UNITS**

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**RECOMMENDATION**

Adopt a Resolution approving the award and ratify forty-seven (47) project-based vouchers (PBV) to Firm Foundation Community Housing and approve a PBV HAP contract for a term up to 20 years with approved extension periods for the existing housing project. The contract, including any approved extensions, will not exceed 40 years.

**REASONS FOR RECOMMENDATION**

To increase allocation of project-based vouchers and program utilization to secure housing opportunities for low- and moderate-income families in the City of Vallejo for an initial term up to 20 years and not to exceed 40 years with eligible extensions.

**BACKGROUND AND DISCUSSION**

The Vallejo Housing Authority has an allocation of 2,385 housing choice vouchers (HCV) and is currently authorized to utilize up to 30 percent (up to 706) of the vouchers for the project-based program. The HCV program is currently utilized at 62 percent, which equates to an average of approximately 1,462 units under contract.

On December 2, 2024 the Vallejo Housing Authority issued a Project-Based Voucher (PBV) Request for Proposals (RFP) for up to 200 vouchers under the new construction, rehabilitation and existing housing units categories in the City of Vallejo.

The purpose of the PBV program is to provide long-term affordable housing contracts for households with very low or extremely low incomes. PBVs are part of the Housing Choice Voucher (HCV) program, and are attached to specific units, unlike tenant based rental assistance, which are vouchers assigned to families that enable them to search for private market rate units.

The PBV program aims to encourage new housing development, increase the use of vouchers, assist seniors, families and workforce housing. New construction, rehabilitation, or units in existing buildings are eligible projects under the PBV program. Owners of the property may rehabilitate or construct new units or set aside a portion of units in an existing development for the program.

The PBV contract terms must be a minimum of one year and up to twenty years with the option of extensions up to an additional twenty years. Prior to project selection and contract execution, the Public Housing Authority (PHA) must inspect each contract unit to determine if the unit complies with HUD's Housing Quality Standards

**Subject: ADOPT A RESOLUTION APPROVING THE AWARD OF A PROJECT-BASED VOUCHER HOUSING ASSISTANCE PAYMENT CONTRACT WITH FIRM FOUNDATION COMMUNITY HOUSING FOR EXISTING HOUSING FOR THE BROADWAY PROJECT LOCATED AT 2441 BROADWAY STREET AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE HOUSING ASSISTANCE PAYMENT CONTRACT FOR 47 PBV UNITS**

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(HQS) and the owner has met all other PBV requirements and terms of the PBV application.

Funding for the HCV program is provided by the Housing and Urban Development Department (HUD) and based on appropriations made by U.S. Congress.

In response to the Project-Based Voucher RFP the Housing Authority received four (4) proposals. Each proposal was reviewed and ranked by a panel of experienced housing professionals. All applications must be fully completed for consideration and demonstrate financial feasibility; Site control including other qualifying factors for the PBV program.

Three (3) developers did not meet HUD requirements as outlined in the application.

1.) California Supportive Housing: *The application outlined a detailed plan to secure funding through philanthropic, private, and the city through the HOMEKEY+ grant program.* Funding for the project was not secured as outlined in the application and evidence of funding commitments was not provided.

2.) Enough Housing LLC: The application did not meet two eligible criteria under site control and funding. The application was denied for the following reasons.

The supporting documentation included a letter of intent between Enough Housing (Developer) in partnership with Krishna Hospitality LLC (Seller) titled: HOMEKEY+ application cooperation and contingent site control.

A.) *The Letter of Intent (LOI) specified evidence of site control for the Homekey+ program application process to facilitate the acquisition of the property located at 1455 Enterprise St. Vallejo, CA 94589 from Krishna Hospitality, LLC to the eventual buyer (either Solano County, City of Vallejo, or an approved nonprofit provider) through the imminent Homekey program funding round.*

It was determined that site control of the project was specific and limited to the HOMEKEY+ application process and Enough Housing did not have site control to qualify for the PBV program.

B.) *LOI under funding source and commitment:*

I.) *The entire purchase price is to be funded through the **Homekey+ program**, subject to application approval and fund disbursement.*

II.) *Upon Eventual Buyer's receipt of a Homekey+ award notice for this property, Eventual Buyer will commit to purchase the Property from Seller at the appraised value.*

At the time of the PBV application Enough Housing had NOT partnered with the city of Vallejo to apply for HOMEKEY+ funding.

3.) Tutera Family Homes: Application was incomplete.

4. Firm Foundation successfully met the requirements of the application and was selected.

**Subject: ADOPT A RESOLUTION APPROVING THE AWARD OF A PROJECT-BASED VOUCHER HOUSING ASSISTANCE PAYMENT CONTRACT WITH FIRM FOUNDATION COMMUNITY HOUSING FOR EXISTING HOUSING FOR THE BROADWAY PROJECT LOCATED AT 2441 BROADWAY STREET AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE HOUSING ASSISTANCE PAYMENT CONTRACT FOR 47 PBV UNITS**

On May 20, 2025, by way of resolution, the Housing and Community Development Commission voted five (5) yes and one (1) abstain with the following provisions. 1. Performance metrics be placed by the Assistant City Manager Gillian Haen for project operator. 2. On-going updates by Assistant City Manager Gillian Haen once project ownership is transferred to the city, updates will be provided every 60 days and in person at a minimum every 120 days. 3. Firm Foundation provide documentation of timely resolution of outstanding IRS and DOJ required documentation.

The Housing and Community Development Commission recommended to the Vallejo Housing Authority Board of Directors to award forty-seven (47) PBV vouchers to Firm Foundation Community Housing and execute the Housing Assistance Payment Contract for an initial term of twenty (20) years with the eligibility for additional extensions for a contract term not to exceed forty (40) years.

**FISCAL IMPACT**

The fiscal impact is anticipated to increase program HAP expenditures approximately \$566,184 and generate approximately \$46,086.00 in administrative fees. The HCV Program is federally funded and has no direct impact on the General Fund budget.

**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

**ATTACHMENTS**

|    |  |
|----|--|
| 1. | Resolution PBV HAP Contract with FFCH        |
| 2. | Exhibit A - Existing HAP Contract 52530B_Pt1 |
| 3. | Exhibit A - Existing HAP Contract 52530B_Pt2 |

**CONTACT**

Alicia M. Jones, Housing Director (707) 648-4408  
[Alicia.Jones@cityofvallejo.net](mailto:Alicia.Jones@cityofvallejo.net)

Approved as to form:

By: \_\_\_\_\_ for \_\_\_\_\_  
Veronica Nebb, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF THE CITY OF VALLEJO APPROVING THE AWARD OF THE PROJECT-BASED VOUCHER HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT WITH FIRM FOUNDATION COMMUNITY HOUSING FOR THE PROPERTY LOCATED AT BROADWAY VILLAGE, 2441 BROADWAY STREET, VALLEJO, CA 94589, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SAME**

**WHEREAS**, the Housing Authority of the City of Vallejo receives 2,358 total housing choice vouchers from HUD and is authorized to utilize up to 30 percent of such vouchers (up to 707 if funding is available) for the Project-Based Voucher program; and

**WHEREAS**, the housing choice voucher program is currently utilized at 62 percent total; and

**WHEREAS**, because of underutilization of total vouchers, staff issued a Request for Proposals for up to 200 project-based vouchers; and

**WHEREAS**, in response to the 2024 Project-Based Voucher Request for Proposals, Firm Foundation Community Housing requested forty-seven (47) project-based vouchers under the existing housing category for the property located at 2441 Broadway Street, Vallejo, California 94589, commonly known as Broadway Village; and

**WHEREAS**, all proposals were reviewed and scored on January 22, 2025, by a panel of housing professionals; and

**WHEREAS**, Broadway Village is a permanent supportive housing development consisting of 47 affordable housing units and one property manager unit; and

**WHEREAS**, Firm Foundation Community Housing may propose project-based vouchers for 98 percent of the total number of units at the Broadway Village, an affordable housing community; and

**WHEREAS**, staff recommends awarding Firm Foundation Community Housing forty-seven (47) project-based vouchers for the Broadway Village; and

**WHEREAS**, performance metrics shall be established by Assistant City Manager Gillian Haen for the project operator; and

**WHEREAS**, upon transfer of project ownership to the City of Vallejo, Assistant City Manager Gillian Haen shall provide ongoing updates every 60 days, with in person updates occurring at Housing and Community Development Commission meetings a minimum of every 120 days; and

**WHEREAS**, Firm Foundation shall provide documentation verifying the timely resolution of outstanding IRS and DOJ required documentation; and

**WHEREAS**, the Housing Community and Development Commission recommends that the Housing Authority Board of Directors approve and execute a HAP contract and award forty-seven (47) project-based vouchers for the Broadway Village project for an initial contract term of up to 20 years with additional extensions up to a maximum of 40 years; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Housing Authority of the City of Vallejo hereby approves the contract for forty-seven (47) project-based vouchers for Broadway Village between the Housing Authority of the City of Vallejo and Firm Foundation Community Housing, the current owner of Broadway Village; and

**BE IT FURTHER RESOLVED** that the Executive Director, or his designee, is authorized to execute the contract in substantially the same form as Exhibit A (HAP Contract) attached hereto and incorporated by this reference and to take such other actions and execute such other documents and agreements as are necessary to carry out the intent of this resolution but only with the advice and consent of the City Attorney; and

**BE IT FURTHER RESOLVED** that the Secretary shall certify the adoption of this Resolution, and the same shall be in full force and effect immediately upon adoption.

Adopted by the Board of Directors of the Housing Authority of the City of Vallejo at a special meeting held on May 27, 2025, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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ANDREA SORCE, CHAIR

ATTEST:

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DAWN G. ABRAHAMSON, SECRETARY

EXHIBIT B

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

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**EXISTING HOUSING**

**PART 1 OF HAP CONTRACT**

**OMB Burden Statement.** The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 983.202. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

**1. CONTRACT INFORMATION**

**a. Parties**

This housing assistance payments (HAP) contract is entered into between:

\_\_\_\_\_ ( PHA) and

\_\_\_\_\_ (owner).

**b. Contents of contract**

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

**c. Contract exhibits**

The HAP contract includes the following exhibits:

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Previous editions are obsolete

**Project-Based Voucher Program  
HAP Contract for Existing Housing**

**HUD 52530B Page - 1 of Part 1  
(04/2023)**

- EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)
- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

**d. Effective date and term of the HAP contract**

**1. Effective date**

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:

\_\_\_\_\_.

- c. The term of the HAP contract begins on the effective date.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:

\_\_\_\_\_.

- b. The initial term of the HAP contract may not be less than one year,

nor more than twenty years.

**3. Extension of term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

**4. Requirement for sufficient appropriated funding**

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

**e. Occupancy and payment**

**1. Payment for occupied unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

**2. Vacancy payment**

**THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.**

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- c. The PHA may make vacancy payments to the owner only if:
  1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
  2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
  3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
  4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA for placement on the PBV waiting list.

- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

**3. PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

**f. Income-mixing requirement**

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to the applicable families as listed in f.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

- Public Housing or Operating Funds;
- Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Rent Supplement Program;
- Rental Assistance Program;
- Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

\_\_\_\_\_.

If all of the units in the project received such assistance, you may skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

- Section 236;
- Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- Housing for the Elderly (Section 202 or the Housing Act of 1959);
- Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract

units were subject to a federal rent restriction listed above:

\_\_\_\_\_.

If all of the units in the project were subject to a federal rent restriction, you may skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:

a. Place a check mark here \_\_\_ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

\_\_\_\_\_.

b. Place a check mark here \_\_\_ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:

\_\_\_\_\_.

c. Place a check mark here \_\_\_ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible families receiving FUP/FYI assistance:

\_\_\_\_\_.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

**EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING**

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. 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; 31 U.S.C. §3729, 3802).

|  |
|--|
| <b>PUBLIC HOUSING AGENCY (PHA)</b><br><b>Name of PHA (Print)</b> |
| By:  |
| Signature of authorized representative                           |
| Name and official title (Print)                                  |
| Date   |
| <b>OWNER</b><br><b>Name of Owner (Print)</b>                     |
| By:  |
| Signature of authorized representative                           |
| Name and official title (Print)                                  |
| Date   |

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EXHIBIT B

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

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**HOUSING ASSISTANCE PAYMENTS CONTRACT  
EXISTING HOUSING**

**PART 2 OF HAP CONTRACT**

**OMB Burden Statement.** The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**2. DEFINITIONS**

**Contract units.** The housing units covered by this HAP contract. The contract units are described in Exhibit A.

**Controlling interest.** In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;  
or
- (f) Having equivalent levels of control in other ownership structures.

**Existing housing.** Housing units that already exist on the proposal selection date

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and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

**Family.** The persons approved by the PHA to reside in a contract unit with assistance under the program.

**HAP contract.** This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

**Household.** The family and any PHA-approved live-in aide.

**Housing assistance payment.** The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

**Housing quality standards (HQS).** The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

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

**HUD requirements.** HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Owner.** Any person or entity who has the legal right to lease or sublease a unit to a participant.

**Premises.** The building or complex in which a contract unit is located, including common areas or grounds.

**Principal or interested party.** This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

**Program.** The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

**PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United

States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

**PHA-owned units.** A unit is “owned by a PHA” if the unit is in a project that is:

- (a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);
- (b) Owned by an entity wholly controlled by the PHA; or
- (c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

**Proposal selection date.** The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

**Rent to owner.** The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

**Tenant.** The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

**Tenant rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

### 3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

**4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS**

**a. Amount of initial rent to owner**

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here \_\_\_ if the PHA has elected not to reduce rents below the initial rent to owner.

**b. HUD rent requirements**

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

**c. PHA payment to owner**

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
  2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
  3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
  4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
  5. To receive housing assistance payments in accordance with the
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HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

**d. Termination of assistance for family**

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

**5. ADJUSTMENT OF RENT TO OWNER**

**a. PHA determination of adjusted rent**

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

**b. Reasonable rent**

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

**c. No special adjustments**

The PHA will not make any special adjustments of the rent to owner.

**d. Owner compliance with HAP contract**

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

**e. Notice of rent adjustment**

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

**6. OWNER RESPONSIBILITY**

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
  1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

**7. OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

**8. CONDITION OF UNITS**

**a. Owner maintenance and operation**

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

**b. PHA inspections**

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

**c. Violation of the housing quality standards**

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

**d. Maintenance and replacement—owner’s standard practice**

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**9. LEASING CONTRACT UNITS**

**a. Selection of tenants**

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with

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HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

**b. Vacancies**

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

**10. TENANCY**

**a. Lease**

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

**b. Termination of tenancy**

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1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

**c. Family payment**

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

**d. Other owner charges**

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

**e. Security deposit**

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to

the owner.

**11. FAMILY RIGHT TO MOVE**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

**12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS**

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

**13. PROHIBITION OF DISCRIMINATION**

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing

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regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

#### **14. PHA DEFAULT AND HUD REMEDIES**

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

#### **15. OWNER DEFAULT AND PHA REMEDIES**

##### **a. Owner default**

Any of the following is a default by the owner under the HAP contract:

- 1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract

units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
  - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

**b. PHA remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

**c. PHA remedy is not waived**

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA**

**a. Required information**

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

**b. PHA and HUD access to premises**

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

**17. PHA AND OWNER RELATION TO THIRD PARTIES**

**a. Injury because of owner action or failure to act**

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

**b. Legal relationship**

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

**c. Exclusion of third-party claims**

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the

owner under the HAP contract.

**d. Exclusion of owner claims against HUD**

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

**18. PHA-OWNED UNITS**

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

**19. CONFLICT OF INTEREST**

**a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials**

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

**b. Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

**c. Interest of member of or delegate to Congress**

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

**20. EXCLUSION FROM FEDERAL PROGRAMS**

**a. Federal requirements**

The owner must comply with and is subject to requirements of 2 CFR part 2424.

**b. Disclosure**

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

**21. TRANSFER OF THE CONTRACT OR PROPERTY**

**a. When consent is required**

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. “Transfer” includes:
  - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
  - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
  - iii. The creation of a security interest in the HAP contract or the property;
  - iv. Foreclosure or other execution on a security interest; or
  - v. A creditor’s lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA

pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

**b. Transferee assumption of HAP contract**

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

**c. Effect of consent to transfer**

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

**d. When transfer is prohibited**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

**22. SUBSIDY LAYERING**

A subsidy layering review is not required for existing housing projects.

**23. OWNER LOBBYING CERTIFICATIONS**

- a. The owner certifies, to the best of owner's knowledge and belief, that:
  1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

**24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS**

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

**25. NOTICES AND OWNER CERTIFICATIONS**

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

**26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT**

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Previous editions are obsolete

**Project-Based Voucher Program  
HAP Contract for Existing Housing**

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### **EXTENSION**

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

### **27. FAMILY'S RIGHT TO REMAIN**

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

### **28. ENTIRE AGREEMENT; INTERPRETATION**

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.



**DATE:** May 27, 2025  
**TO:** Chair and Members of the Vallejo Housing Authority Board  
**FROM:** Alicia M. Jones, Housing Director  
**SUBJECT:** **ADOPT A RESOLUTION: 1) ESTABLISHING A RAPID REHOUSING PROGRAM USING FUNDING FROM THE LOW AND MODERATE INCOME HOUSING ASSET FUND (LMIHAF); AND 2) AMENDING THE FISCAL YEAR 2024-25 FUND 126 (LMIHAF) BUDGET ALLOCATING \$100,000 TO PROVIDE LIMITED-TERM RENTAL SUBSIDY AND SECURITY DEPOSIT ASSISTANCE UNDER THE RAPID REHOUSING PROGRAM FOR INDIVIDUALS WHO ARE EXPERIENCING HOMELESSNESS OR EXITING HOMELESSNESS.**

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### **RECOMMENDATION**

Adopt a Resolution to establish a rapid rehousing program and amend the FY 2024-25 Fund 126 (Low and Moderate Income Housing Asset Fund, "LMIHAF") Budget to allocate \$100,000 from the fund balance of LMIHAF for rental subsidies and move-in assistance for unhoused families or individuals to exit homelessness.

### **REASONS FOR RECOMMENDATION**

Homelessness remains a critical issue affecting families and individuals within the City of Vallejo. A rapid rehousing program will assist unhoused individuals and families in transitioning from emergency shelters or street living to securing permanent housing, thereby reducing their overall time spent in homelessness and lowering the likelihood of future displacement. The Low- and Moderate-Income Housing Asset Fund (LMIHAF) is an available funding source that supports homelessness prevention, rental subsidies, and move-in assistance aimed at facilitating housing stability for vulnerable populations.

### **BACKGROUND AND DISCUSSION**

Rapid rehousing is an intervention, informed by a Housing First approach that is a critical part of a community's effective homeless crisis response system. Rapid rehousing rapidly connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services. Rapid rehousing programs help families and individuals living on the streets or in emergency shelters solve the practical and immediate challenges to obtaining permanent housing while reducing the amount of time they experience homelessness, avoiding a near-term return to homelessness, and linking them to community resources that enable them to achieve housing stability in the long term.

Rapid rehousing assists families with rent and move-in assistance. The primary barrier to permanent housing for many families experiencing homelessness is their limited finances. To address this barrier, rapid rehousing programs offer financial assistance to cover move-in costs, deposits, and the rental and/or utility assistance (typically for six months or less) necessary to allow individuals and families to move immediately out of homelessness and stabilize in permanent housing.

The Low and Moderate Income Housing Asset Fund (LMIHAF) can be used for rapid rehousing and homelessness prevention services. Strategies to quickly help individuals and families exit homelessness and transition to permanent housing can be funded through LMIHAF. These funds can also be used for a variety of

**Subject: ADOPT A RESOLUTION: 1) ESTABLISHING A RAPID REHOUSING PROGRAM USING FUNDING FROM THE LOW AND MODERATE INCOME HOUSING ASSET FUND (LMIHAF); AND 2) AMENDING THE FISCAL YEAR 2024-25 FUND 126 (LMIHAF) BUDGET ALLOCATING \$100,000 TO PROVIDE LIMITED-TERM RENTAL SUBSIDY AND SECURITY DEPOSIT ASSISTANCE UNDER THE RAPID REHOUSING PROGRAM FOR INDIVIDUALS WHO ARE EXPERIENCING HOMELESSNESS OR EXITING HOMELESSNESS.**

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housing-related activities, including the development, preservation, and rehabilitation of affordable housing projects, as well as supportive services and homelessness prevention.

**FISCAL IMPACT**

This action will increase the Fund 126 (LMIHAF) budget to cover the costs of limited-term rental subsidies and security deposit assistance under a rapid rehousing program. Funding will come from the fund balance of Fund 126. It will have no fiscal impact on the City of Vallejo's General Fund.

**ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

**ATTACHMENTS**

|    |  |
|----|--|
| 1. | Resolution to Establish Rapid Rehousing Program and use of LMIHAF -CAO Stamp |
|----|--|

**CONTACT**

Alicia M. Jones, Housing Director (707) 648-4408  
[alicia.jones@cityofvallejo.net](mailto:alicia.jones@cityofvallejo.net)

Approved as to form:

By:  for \_\_\_\_\_  
Veronica Nebb, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF THE CITY OF VALLEJO APPROVING THE ESTABLISHMENT OF A RAPID REHOUSING PROGRAM USING FUNDING FROM THE LOW AND MODERATE INCOME HOUSING ASSET FUND (LMIHAF), AND AMENDING THE FISCAL YEAR 2024-25 FUND 126 (LMIHAF) BUDGET ALLOCATING \$100,000 TO PROVIDE LIMITED-TERM RENTAL SUBSIDY AND SECURITY DEPOSIT ASSISTANCE UNDER THE RAPID REHOUSING PROGRAM FOR INDIVIDUALS WHO ARE EXPERIENCING HOMELESSNESS OR EXITING HOMELESSNESS**

**WHEREAS**, homelessness remains a critical issue affecting families and individuals within the City of Vallejo; and

**WHEREAS**, rapid rehousing programs help unhoused individuals and families transition from emergency shelters or street living by addressing financial barriers to securing permanent housing, thereby reducing their overall time spent in homelessness and lowering the likelihood of future displacement; and

**WHEREAS**, the Low and Moderate Income Housing Asset Fund (LMIHAF) is an available funding source that supports homelessness prevention, rental subsidies, and move-in assistance aimed at facilitating housing stability for vulnerable populations; and

**WHEREAS**, allocating \$100,000 from the Fiscal Year (FY) 2024-25 LMIHAF balance will enable the Housing Authority of the City of Vallejo to implement a rapid rehousing program, assisting homeless individuals in finding permanent housing through rental assistance and move-in support; and

**WHEREAS**, on May 20, 2025, at a special meeting, the Housing and Community Development Commission adopted a resolution recommending that the Board of Directors of the Housing Authority of the City of Vallejo approve the establishment of a Rapid Rehousing Program to assist homeless individuals.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of the Housing Authority of the City of Vallejo hereby approves the establishment of a rapid rehousing program using funding from the Low and Moderate Income Housing Asset Fund (LMIHAF); and

**BE IT FURTHER RESOLVED** that the Board of Directors of the Housing Authority of the City of Vallejo hereby approves an amendment to the FY 2024-25 Fund 126 (LMIHAF) Budget, allocating \$100,000 from the fund balance to provide limited-term rental subsidy

and security deposit assistance under the Rapid Rehousing Program for individuals who are experiencing homelessness or exiting homelessness.

Adopted by the Board of Directors of the Housing Authority of the City of Vallejo at a special meeting held on May 27, 2025, with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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ANDREA SORCE, CHAIR

ATTEST:

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DAWN G. ABRAHAMSON, SECRETARY