

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

JUNE 9, 2020

CHAIR
Bob Sampayan

MEMBERS:
Hermie R. Sunga, Vice Chair
Hakeem Brown
Pippin Dew
Robert H. McConnell
Katy Miessner
Rozzana Verder-Aliga
Margie Verdan

TO THE MEMBERS OF THE VALLEJO HOUSING AUTHORITY:

You are hereby notified that I do call the Vallejo Housing Authority in special session to consider only the matters stated on the agenda listed below.

NOTICE: Due to the current Shelter at Home Order and in conformance with the Governor's Executive Order N-29-30, the City of Vallejo has opted to hold Housing Authority meetings via teleconference. Any interested members of the public desiring to communicate with the City Council concerning any item listed on the agenda before or during consideration of that item must do so by either clicking on the hyperlinks contained in the meeting agenda or type the link into an internet browser. You will be taken to the internet platform where the meeting is held. There will be no public access to City Hall for any Housing Authority meetings until further notice.

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

A. APPROVAL OF MINUTES

Recommendation: Approve the Housing Authority minutes for the special meeting of March 24, 2020

Contact: Dawn G. Abrahamson, Secretary (707) 648-4528
dawn.abrahamson@cityofvallejo.net

**B. JOINT POWERS AUTHORITY AGREEMENT TO ESTABLISH THE
VALLEJO HOMELESS NAVIGATION CENTER JOINT POWERS
AUTHORITY**

Recommendation: Authorize the Executive Director of the Housing Authority to execute the attached Joint Powers Agreement (the "Agreement") that will establish the Vallejo Homeless Navigation Center Joint Powers Authority.

Contact: Judy Shepard-Hall, Housing & Community Development Manager
(707) 648-4408
judy.shepard-hall@cityofvallejo.net

Due to the Coronavirus emergency, all Special Housing Authority meetings will be held via teleconference. Members of the public will be able to submit public comment. Members of the public interested in participating or observing the Regular Housing Authority meeting may either click the link above or type the link into an internet browser. You will be taken to the internet platform where the meeting is being held.

4. ACTION CALENDAR

NOTICE: Due to the current Shelter at Home Order and in conformance with the Governor's Executive Order N-29-30, the City of Vallejo has opted to hold Housing Authority meetings via teleconference. Any interested members of the public desiring to communicate with the Housing Authority as part of the Action Calendar must do so by accessing the link at the conclusion of each of the Action Calendar items. There will be no public access to City Hall for any City Council meetings until further notice.

A. FISCAL YEAR 2020-21 HOUSING AUTHORITY BUDGET

Recommendation: Conduct a public hearing and upon conclusion, adopt a Resolution (Attachment 1) approving the Fiscal Year (FY) 2020-21 Vallejo Housing Authority (VHA) Budget as set forth in Attachment 2, also as Exhibit 1 to Attachment 1.

Contact: Judy Shepard-Hall, Housing and Community Development Manager
(707) 648-4408

judy.shepard-hall@cityofvallejo.net

Public Comment for Action 4A may be submitted by accessing the following link: <https://www.opentownhall.com/8965>

5. ADJOURNMENT

Dated: Friday, June 5, 2020



Bob Sampayan, Chair

I, Dawn Abrahamson, Secretary, do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Vallejo Housing Authority, 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 5:00 p.m., Friday, June 5, 2020.



Dated: Friday, June 5, 2020

Dawn G. Abrahamson, City Clerk

**VALLEJO HOUSING AUTHORITY
REGULAR MEETING MINUTES
MEETING CONDUCTED VIA TELECONFERENCE**

MARCH 24, 2020

1. CALL TO ORDER

The meeting was called to order at 7:26 p.m.

2. ROLL CALL

Present: Chair Sampayan, Vice Chair Sunga, Boardmembers Brown, Dew, McConnell, Miessner, Verder-Aliga, and Verdan

Absent: None

Staff present: Executive Director Nyhoff, Interim City Attorney Risner and Secretary Abrahamson

3. CONSENT CALENDAR AND APPROVAL OF AGENDA

Action: Moved by Vice Chair Sunga and carried unanimously, unless otherwise noted, approval of the Agenda and the Consent Calendar.

A. APPROVAL OF MINUTES

Recommendation: Approve the Housing Authority minutes for the special meetings of January 28, 2020

Contact: Dawn G. Abrahamson, Secretary (707) 648-4528

Dawn.Abrahamson@cityofvallejo.net

Action: Approved minutes.

B. SCHEDULE OF REGULAR VALLEJO HOUSING AUTHORITY MEETING DATES FOR 2020 AND 2021

Recommendation: Adopt a Resolution establishing a schedule of regular Vallejo Housing Authority meeting dates for 2020 and 2021.

Contact: Dawn G. Abrahamson, Secretary, (707) 648-4528

Dawn.Abrahamson@cityofvallejo.net

Action: Adopted Resolution No. 20-002

4. ACTION CALENDAR

A. PUBLIC HEARING ON THE FIVE-YEAR AND ANNUAL PUBLIC HOUSING AGENCY PLANS

Recommendation: Conduct the public hearing and upon conclusion, approve the Vallejo Housing Authority's Fiscal Year (FY) 2020-25 Five-Year (for the

period covering July 1, 2020 – June 30, 2025) and FY 2020-21 Annual (for the period covering July 1, 2020 – June 30, 2021) Public Housing Agency (PHA) Plans, and authorize their submission to the U.S. Department of Housing and Urban Development (HUD) Office of Public and Indian Housing.

Contact: Judy Shepard-Hall, Housing and Community Development Manager
(707) 648-4408

judy.shepard-hall@cityofvallejo.net

Housing & Community Development Manager Shepard-Hall discussed prior year accomplishments, priorities and accommodations, outlined the goals, mission, objectives, and outcomes of the Five Year Plan and defined the Mission for the next 5 years.

Chair Sampayan opened the public hearing. There being no public comment, the public hearing was closed.

Staff responded to questions from Boardmembers. Boardmembers provided comment.

Action: Moved by Vice Chair Sunga and carried unanimously to approve the Vallejo Housing Authority's Fiscal Year (FY) 2020-25 Five-Year (for the period covering July 1, 2020 – June 30, 2025) and FY 2020-21 Annual (for the period covering July 1, 2020 – June 30, 2021) Public Housing Agency (PHA) Plans, and authorize their submission to the U.S. Department of Housing and Urban Development (HUD) Office of Public and Indian Housing.

5. **ADJOURNMENT**

The meeting adjourned at 7:59 p.m.

BOB SAMPAYAN, CHAIR

ATTEST:

DAWN G. ABRAHAMSON, SECRETARY



DATE: June 9, 2020
TO: Mayor and Members of the City Council
FROM: Judy Shepard-Hall, Community Development & Housing Manager
SUBJECT: **JOINT POWERS AUTHORITY AGREEMENT TO ESTABLISH THE VALLEJO HOMELESS NAVIGATION CENTER JOINT POWERS AUTHORITY**

RECOMMENDATION

Authorize the Executive Director of the Housing Authority to execute the attached Joint Powers Agreement (the "Agreement") that will establish the Vallejo Homeless Navigation Center Joint Powers Authority.

REASONS FOR RECOMMENDATION

The City of Vallejo and the Vallejo Housing Authority wish to enter into a joint powers agreement that will establish a joint powers authority to provide the homeless population with access to vital services via temporary shelter at a navigation center.

BACKGROUND AND DISCUSSION

As a result of the high cost of housing in the San Francisco Bay area, the City of Vallejo has suffered in increase in homelessness among its residents. This has placed an increased strain on public services and resulted in increased crime against a vulnerable population, placed homeless individuals at risk on our streets, increased potentially serious public health issues, and impacted the City's neighborhoods and public facilities in a negative way.

Staff recommends that the City of Vallejo and Vallejo Housing Authority establish a joint powers authority in order to provide the City's homeless population with access to vital services, with temporary housing at a navigation center, which will include an opportunity to be connected to permanent housing, jobs and an income so that they may become self-sufficient.

Under Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with section 6500), the Charter Members hereby create a separate joint exercise of powers agency which is named the Vallejo Homeless Navigation Center Joint Powers Authority (the "Authority"). The board, as proposed in the attached Agreement, will be responsible for the overall administration of the Authority and the successful development, implementation and operation of the project.

The Board will be composed of eleven (11) total board members constituted as follows: (a) the seven (7) elected members of the Vallejo City Council (City Council) who are also members of the Board of Directors of the Vallejo Housing Authority; (b) one resident appointed by the Housing Authority; (c) one representative appointed by the County Board of Supervisors; (d) one representative from the Vallejo Senior Center Florence Douglas Senior Advisory Group; and (e) one member who is a member of and is appointed by the Vallejo Housing and Community Development Commission.

**Subject: JOINT POWERS AUTHORITY AGREEMENT TO ESTABLISH THE VALLEJO HOMELESS
NAVIGATION CENTER JOINT POWERS AUTHORITY**

The proposed Agreement authorizes the Authority to undertake the Vallejo Homeless Navigation Center (the "Project"), which is anticipated to include planning, developing cost estimates, engineering costs, construction costs, operating costs and conducting public outreach. The Agreement does not legally bind or otherwise commit the Authority to proceed with the Project unless and until the Authority approves the Project.

Upon execution of this Agreement, the City of Vallejo will transfer to the Authority that certain real property commonly known as 5 Midway Street, Vallejo, California. The Authority shall succeed to all existing contracts in force with the City of Vallejo on the date of execution hereof including, but not limited to, contracts for the purchase and installation of prefabricated buildings, related construction contracts, contracts for architectural or engineering services, contracts for surveying, contracts for water service, contracts for sewer service, contracts for electrical service, contracts for any public utility whatsoever, contracts for the installation of sewer and water lines and any other contract related to or arising out of the construction or operation of the Vallejo Homeless Navigation Center.

FISCAL IMPACT

There is no immediate fiscal impact associated with this action.

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.	VALLEJO HOMELESS NAVIGATION CENTER SE
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CONTACT

Judy Shepard-Hall, Housing & Community Development Manager (707) 648-4408

judy.shepard-hall@cityofvallejo.net

VALLEJO HOMELESS NAVIGATION CENTER JOINT EXERCISE OF POWERS AGREEMENT

This Vallejo Homeless Navigation Center Joint Exercise of Powers Agreement (“Agreement”) is dated as of _____, 2020 (“Effective Date”), and is by and between the City of Vallejo (“City”), and the City of Vallejo Housing Authority (the “Housing Authority”) (collectively, the “Charter Members of the Authority” or “Charter Members”) creating the Vallejo Homeless Navigation Center Joint Powers Authority, hereinafter “Authority.” Individual Members to this Agreement also may be referred to individually as a “Members” or “Member Agencies.” All Members of the Authority are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code § 6500.

RECITALS

A. Each Member is a public agency authorized and empowered to contract for the joint exercise of powers and to jointly exercise any power common to them under Article 1, Chapter 5, Division 7, Title 1, Section 6500 *et seq.* of the California Government Code. The City is a charter City pursuant to the laws of the State of California. The Housing Authority is a public body, corporate and politic created pursuant to Government Code § 62251 *et seq.*

B. As a result of the high cost of housing in the San Francisco Bay area, the City of Vallejo has suffered in increase in homelessness among its residents. This has placed an increased strain on public services and resulted in increased crime against a vulnerable population, placed homeless children at risk on our streets, increased potentially serious public health issues, and impacted the City’s neighborhoods and public facilities in a negative way.

C. The Members wish to enter into a joint powers agreement that will establish a joint powers authority (“Authority”) to provide the City’s homeless population with access to vital services, with temporary housing and with an opportunity to find permanent housing, jobs and an income so that they may become self-sufficient.

D. The governing board of each Member has determined that it is in such Member’s best interest and in the public interest that this Agreement be executed and that it participate as a Member of the Authority.

Approved as to form:

By: Shannon Edmeyer for
Randy J. Risner
Interim City Attorney

The Members therefore agree as follows:

1. Formation of the Authority

Under Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with section 6500) (as amended from time to time), the Charter Members hereby create a separate joint exercise of powers agency which is named the Vallejo Homeless Navigation Center Joint Powers Authority (the “Authority”).

2. Parties to Agreement

Each Charter Member certifies that it intends to, and does, contract with every Charter Member that is a signatory to this Agreement and, in addition, with such other entities as may later be added as Members under section 4.1.7 of this Agreement. Each Charter Member also certifies that the deletion of any Charter Member from this Agreement does not affect this Agreement nor each remaining Charter Member’s intent to contract with the other Charter Members then remaining.

3. Purposes and Objectives

The purposes and objectives of this Agreement are to establish the Authority, to provide for its governance and administration, and to define the rights and obligations of the Members.

This Agreement authorizes the Authority to undertake the Vallejo Homeless Navigation Center (the “Project”), which may include Planning (as defined in Section 5), developing cost estimates, engineering costs, construction costs, operating costs and conducting public outreach. This Agreement does not legally bind or otherwise commit the Authority to proceed with the Project unless and until the Authority approves the Project.

4. Transfer of Assets and Succession to Existing Contracts

Upon execution of this Agreement, the City of Vallejo will transfer to the Authority that certain real property commonly known as 5 Midway Street, Vallejo, California and more particularly described in Exhibit A attached hereto and made a part hereof by this reference. In addition, the Authority shall succeed to all existing contracts in force with the City of Vallejo on the date of execution hereof including, but not limited to, contracts for the purchase and installation of prefabricated buildings, related construction contracts, contracts for architectural or engineering services, contracts for surveying, contracts for water service, contracts for sewer service, contracts for electrical service, contracts for any public utility whatsoever, contracts for the installation of sewer and water lines and any other contract related to or arising out of the construction or operation of the Vallejo Homeless Navigation Center.

5. Membership

In addition to the Charter Members, the following types of entities are eligible for membership in the Authority upon approval by a majority vote of the Board of Directors:

1. Any California public agency;

2. Any non-profit corporation legally eligible for membership.

6. Limitation of Authority

For purposes of Government Code section 6509, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Vallejo, a charter city. Should the City of Vallejo withdraw as a member, then the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon any other city which is then a member of the Authority and, if there be none, as are imposed upon the City of Vallejo Housing Authority.

7. Administration of the Authority

The Charter Members hereby establish the Authority as a separate public agency under Government Code section 6500 *et seq.* The Authority shall have the powers common to the Members to carry out the purposes set forth in this Agreement. The Authority shall have the power to perform all acts necessary in the exercise of these common powers to develop and implement the Project, including but not limited to the following specific powers:

- a) To make and enter into contracts, including intergovernmental agreements;
- b) To incur debts, liabilities and obligations; provided that no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Member except as separately agreed to by a Member;
- c) To employ agents and employees, consultants, managers and administrators, and contract for professional services with public or private entities or persons;
- d) To acquire real and personal property (or partial interests therein or thereto) by purchase, gift, or lease, and hold, manage, maintain, and dispose of such property;
- e) To apply for, accept, receive, collect, invest, administer and disburse monies, grants, loans, and other aid from any agency of the United States of America, the State of California, or any other public or private entity or person;
- f) To sue and be sued in its own name,
- g) To receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- h) To execute and deliver certificates of participation, issue revenue bonds, and issue other forms and evidence of indebtedness and grant security interests, as provided by law;
- i) To carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;

- j) To assign, delegate, or contract with a Member or third Member to perform any of the rights and duties of the Board, including, but not limited to, acting as Administrator for the Authority;
- k) To dispose of, divide, and distribute any property acquired by the Authority as a result of this Agreement upon termination of this Agreement;
- l) To form public benefit non-profit corporations or other affiliated entities to carry out the provisions of this Agreement or the Project, as permitted by law;
- m) To exercise all other powers necessary and proper to carry out the provisions of this Agreement; and
- n) To establish by-laws by which the Board of Directors shall operate.

The powers enumerated herein expressly excludes the power to acquire real property by eminent domain.

8. Board of Directors

The governing body of the Authority is a Board of Directors (“Board”) composed of members appointed as set forth in 8.2. All powers of the Authority shall be exercised by the Board unless delegated to committees, the Administrator, or as otherwise specified.

8.1. *Creation.* The Board is responsible for the overall administration of the Authority and the successful development, implementation and operation of the Project.

8.2. *Composition.* The Board will be composed of eleven (11) total board members constituted as follows: (a) the seven (7) elected members of the Vallejo City Council (City Council) who are also members of the Board of Directors of the Vallejo Housing Authority; (b) one resident appointed by the Housing Authority (c) one representative appointed by the County Board of Supervisors; (d); one representative from the Vallejo Senior Center Florence Douglas Senior Advisory Group (e) one member who is a member of and is appointed by the Vallejo Housing and Community Development Commission. Each of the seven elected City Council members shall serve on the Board for the duration of their elected terms. Each of the remaining four Members shall serve at the pleasure of their respective appointing authority.

8.3. *Quorum and Votes Needed For Action.* A quorum of the Board consists of six (6) members of the Board. An affirmative vote of a majority of the quorum is necessary for the Board to take action.

8.4. *Meetings.* The Board shall hold regular meetings at such place and time as the Board may establish by resolution, but shall not meet less frequently than once each quarter. The Board may hold special meetings of the Board as needed to carry out the purposes and objectives of the Authority. Meetings of the Board will be held in compliance with the Ralph M. Brown Act,

Government Code sections 54940 *et seq.*

8.5. *Proceedings.* A Chair will preside at Board meetings, and in the absence of the Chair, a Vice Chair. The Board will select the Chair and Vice Chair from its members annually. The Board members shall not receive any compensation for their service from the Authority but they shall be entitled to the reimbursement of any actual and necessary expenses incurred in the performance of their official duties for the Authority.

8.6. *Budgets and Contract Awards.* The Board shall adopt an annual budget. The approval of the Board by resolution shall be required for all contracts and purchases of the Authority. Each Member shall approve its annual contribution, if any, based on the approved budget. A Member that does not approve an annual contribution shall resolve any objection to the annual budget with the Board within thirty (30) days after the Board adopts the budget. A Member's failure to approve an annual budget contribution after thirty (30) days will constitute an Event of Default under Section 15, and grounds for removal under Section 8.7.

8.7. *Membership.* The Board may admit new Members to the Authority on terms acceptable to the Members. The Board may remove an existing Member of the Authority that fails to take timely action with regard to its material obligations to the Authority. The Board shall establish in its bylaws, a withdrawal, separation and/or removal procedure in accordance with the requirements of due process, which will at a minimum include notice and an opportunity for a fair hearing. A Member shall not be removed unless the Board finds that there has been an Event of Default under Section 15. In the event a new Member is added to the Authority, said new Member shall not have the right to appoint a representative to serve on the Board unless the Charter Members grant that right by a unanimous vote. However, in no event shall the Charter Members grant a right to appoint any representative to serve on the Board if such appointment results in the board being composed of an even number of board members. All other new Members not having a representative serving on the Board shall be Associate Members of the Authority and Members to this Agreement. Associate Members shall have all of the rights and obligations of Charter Members, except the right to appoint a representative to serve on the Board.

8.8. *Consultants.* The Board may retain consultants for public relations, governmental relations, or other purposes needed for the advancement of the interests of the Authority.

8.9. *Committees.* The Board may create committees to facilitate work on the Project. The Members may make members of their respective staffs available to serve on the Authority's committees or to assist with their work.

8.10. *Procurement.* The Board shall adopt policies and procedures for the procurement of materials, supplies, equipment, and services or to comply with any other provision of law. The Board may delegate the authority to make certain purchases to a purchasing agent to be appointed by the Board.

8.11. *Other Offices.* The Board may create such other offices and appoint individuals to such offices as it considers either necessary or convenient to carry out the purposes of this Agreement.

8.12. *Bylaws.* The Board shall adopt bylaws which shall provide rules and regulations for the operation of the Authority, creation of offices not set forth in this Agreement, rules for the operation of the Board and other provisions as deemed necessary by the Board.

8.13. *Code of Conduct.* The Board shall adopt a Code of Conduct for the Authority.

9. Officers and Employees

9.1. *Executive Director*

The City's City Manager is hereby appointed by the Charter Members as the initial executive director of the Authority (the "Executive Director") to execute the provisions of this Agreement, implement Projects undertaken by the Board and have charge of, handle, and have access to the property of the Authority. The Charter Members acknowledge that this designation may cause potential conflicts of interest to arise and hereby waives any liability on the part of the City arising out of any such conflict of interest. The Board shall, within six months from the date of this Agreement, appoint an individual to serve as the permanent Executive Director to execute the provisions of this Agreement and to operate the Project. The Executive Director shall serve at the pleasure of the Board. Pursuant to Government Code §6505.1, the Board shall require that the Executive Director procure a fidelity bond at the Authority's expense in an amount to be determined by the Board. In the alternative, the Board may purchase an insurance policy pursuant to Government Code §1463. In the event the Board fails to appoint a permanent Executive Director within 365 days from the date of this Agreement, the City Manager shall continue to serve in that capacity until such time as the Board determines otherwise.

9.2. *Authority Counsel.* Initially, the Vallejo City Attorney shall act as legal counsel for the Authority. However, the Board shall have authority to retain and appoint legal counsel for the Authority at its discretion. The Board shall, within six months from the date of this Agreement, appoint permanent Authority Counsel to provide legal services in connection with the Project. The Authority Counsel shall serve at the pleasure of the Board. In the event the Board fails to appoint a permanent Counsel within 365 days from the date of this Agreement, the Vallejo City Attorney shall continue to serve in that capacity until such time as the Board determines otherwise.

9.3. *Clerk of the Board.* The Executive Director shall appoint the Clerk of the Board who shall serve at the pleasure of the Executive Director.

9.4. *Homeless Specialist.* The Housing Authority shall appoint one staff liaison to the Board who shall offer advice on social programs for the unsheltered.

9.5. *Treasurer*

9.6. *Duties of Treasurer.* The City's Finance Director shall act as the initial Treasurer of the Authority and shall be the depository and have custody of all of the money of the Authority from whatever source. The Treasurer shall perform all of the acts required by Government Code Sections 6505 and 6506.5. Within six months from the date of this Agreement, the Executive Director shall appoint a permanent Treasurer as set forth in Section 4.3.3 below. The Treasurer shall serve at the

pleasure of the Executive Director. Pursuant to Government Code §6505.1, the Board shall require that the Treasurer procure a fidelity bond at the Authority's expense in an amount to be determined by the Board. In the alternative, the Board may purchase an insurance policy pursuant to Government Code §1463.

9.7. *Audits.* The Treasurer shall be the auditor or controller of the Authority. The Treasurer will cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions and entries into the books. A report of the financial audit will be filed as a public record with each Member. The audit will be filed no later than required by State law. The Authority will pay the cost of the financial audit in the same manner as other administrative costs.

9.8. *Accounting and Investments.*

- a) The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the Government Code of the State of California.
- b) The funds will be accounted for on a full accrual basis.
- c) The Treasurer will receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.
- d) The Board shall follow all of the City Vallejo Municipal Code requirements including procurement procedures.

9.8. *Independent Contractor Status.*

The Members are, and shall be, acting at all times as independent contractors, and all employees of the Members are solely employees of each respective Member and not the agents or employees of the other Members or of the Authority. Notwithstanding the foregoing, the Members may allow their employees to perform various services for the Authority.

10. Preliminary Planning Activities for the Project

10.1. Preliminary Planning

The first stage of the Project shall consist of preliminary planning activities, including without limitation, the following tasks:

- a) Continuing research for the Project as needed,
- b) Conducting public outreach,
- c) Compliance with the California Environmental Quality Act ("CEQA"), and

- d) Investigation of potential sources for grants, loans, or other outside funding sources.

The Authority may utilize any planning work done by the City or its consultants before creation of the Authority. The Authority shall not be required to reimburse the City for any such work.

10.2 Research

The Members shall perform research for the Project and the costs of the research, if needed, will be shared by the Members in accordance with the cost allocations described in Section 10.6 of this Agreement. Notwithstanding the foregoing, the Authority may utilize any research work conducted by the City or its consultant before formation of the Authority. The Authority shall not be required to reimburse the City for any such work.

10.3 Environmental Compliance

The Members believe that the Project is exempt from compliance with CEQA. However, if CEQA is required for any reason, the Authority shall act as the lead agency for the Project for purposes of compliance with CEQA.

10.4 Final Design of the Project

Upon completion of the Preliminary Planning for the Project set forth in Section 10.1, and in compliance with CEQA, if applicable, the Board may elect, but is not obligated to, approve the Project. The Board may then direct completion of the final design of the Project, including all terms and conditions.

10.5 Scope of Work

The Board shall prepare and approve the scopes of work for all work necessary to complete the Project. Notwithstanding the foregoing, the Authority may utilize any scope of work prepared by the City or its consultants before formation of the Authority.

10.6 Cost Allocations

The Members shall equally share the Authority's costs. Upon termination of this Agreement, any surplus money on hand will be distributed to the Members in proportion to their contributions.

10.7 Public Outreach

The Board may retain consultants and conduct public outreach concerning the Project.

10.8 Preliminary Facilities Planning Costs

The costs of Preliminary Planning, as set forth in Section 10.1, will be shared between the Members

in accordance with Section 10.6.

10.9 Design of the Project

The cost of developing the design of the Project will be shared between the Members in accordance with Section 10.6

10.10 Oversight of the Project

Oversight of the Project will be performed by the Board. The cost of oversight will be paid by the Authority from funding provided by the Members, or other legally allowable sources, in accordance with Section 10.6

10.11 Other Scope Elements

Other costs will be shared in accordance with the mutual agreement of the Members.

11. Preliminary Description of the Project

The Project may include the Authority's acquisition of real property, design of the Project, compliance with local zoning and other laws, CEQA or NEPA compliance if required, preliminary site work, construction, operation of the Project after construction and other acts necessary to operate a Homeless Navigation Center.

12. Ownership of Project

During the term of this Agreement, ownership of the Project will be held by the Authority.

13. Rescission or Termination of the Agreement; Withdrawal of Members or Members

13.1 Termination

This Agreement may only be terminated upon a two-thirds vote of the then current Members, with each Member agency having one vote, or the mutual written agreement of the Members through their respective governing bodies.

13.2 Rights Upon Breach

In the event one Member refuses further participation under the Agreement or is in breach of its obligations under this Agreement, the remaining Members may elect to operate the Project on such terms as they may mutually agree upon. The remaining rights and duties upon the breach will be determined in accordance with this Agreement and the Bylaws.

13.3 Rights upon Withdrawal

Each Member shall have the right to withdraw from the Agreement by giving 180 days' written

notice of withdrawal. No Member may withdraw from the Agreement until that Member has fully paid its share of the Project's costs incurred or committed to by the Authority prior to the effective date of withdrawal. Withdrawing Members shall have no right or entitlement to any further participation in the Project and shall be prohibited from contracting with any Project consultant, independent contractor, affiliate or subsidiary of a consultant or independent contractor to implement a similar Project for a period of two years following the effective date of said withdrawal. Withdrawal of a Member shall not in any way discharge, impair or modify voluntarily assumed obligations of the withdrawn Member in existence as of the effective date of withdrawal. A withdrawn Member shall not be entitled to the return of any grant funds previously allocated to that Member provided that the Authority is the current grantee of those funds at the time of withdrawal. In the event the Authority has outstanding debt or other obligations a share of which has been allocated to the withdrawing Member, the withdrawing Member shall pay its share of said obligations before it may withdraw.

13.4 Termination and Distribution

Upon termination of this Agreement for any reason, the Authority shall prepare a dissolution plan (the "Plan") which shall be reviewed and approved by the Member agencies to address any surplus property both real and personal, including all remaining funds on hand. The Plan shall require that all outstanding liabilities, costs, expenses and charges (the "Debts") validly incurred by the Authority prior to termination shall be fully paid before any real or personal property of the Authority is distributed. After payment of all such Debts, the remaining real and personal property shall be distributed to the Members as determined by the Board.

14. Term

This Agreement shall continue in force and effect until terminated pursuant to Section _____ above.

15. Event of Default

The failure of a Member to comply with any provision of this Agreement that has a material and adverse effect on any other Member will constitute an Event of Default under this Agreement; except that the defaulting Member shall first have a period of thirty (30) days following receipt of notice from the other Member of such failure to comply to cure such failure, or if such cure cannot be effected within such thirty (30) day period, such period will extend for a total of sixty (60) days, so long as the defaulting Member is diligently trying to cure the failure throughout such period and such failure does not materially adversely impact the implementation of the Project.

16. Dispute Resolution

Representatives of the Members shall meet and use their best efforts to settle any dispute, claim, question or disagreement (a "Dispute") arising from or relating to this Agreement or to the interpretation of this Agreement. To that end, representatives of the Members shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a

just and equitable solution satisfactory to all Members. If the Members do not reach such a solution within a period of thirty (30) days after the first meeting regarding a Dispute, then the Members shall convene a meeting of the Board within sixty (60) days after the first meeting of the Member representatives regarding a Dispute and request that the Board settle the Dispute at the meeting. If the Members do not settle the Dispute at the Board meeting or within five (5) calendar days after the Board meeting, either Member may request a voluntary mediation of the Dispute to be held within thirty (30) days after the request for mediation. If a mediation is not requested or is not successful, any Member may pursue any and all legal and equitable remedies that may be available. Any Member with a Dispute over the amount of money to be paid to the Authority or a Member shall first pay the disputed amount to the Authority or other Member under protest before commencing dispute resolution under this section. The respective costs for resolving any Dispute shall be borne by the individual Members, not the Authority.

17. Limitation on Liability for Debts and Obligations

Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority do not constitute the debts, liabilities, or obligations of any Member to this Agreement. A Member may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. Notwithstanding any other provision of this Agreement, no fee, assessment or charge may be levied against a Member without express consent of the Member.

18. Fiscal Year

The first fiscal year of the Authority is the period from the date of this Agreement through June 30, 2020. Each subsequent fiscal year of the Authority begins on July 1 and ends on June 30.

19. Force Majeure

The Members will not be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such Member. If any such events shall occur, the time for performance by either Member of any of its obligations under this Agreement will be extended by the Members for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected Member shall: (i) promptly notify the other Member of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

20. Insurance

The Authority shall procure, carry, and maintain in full force and effect at all times during the term of this Agreement, at its sole cost and expense, and until the termination of this Agreement, the following insurance coverage with the following limits of insurance, which shall be maintained with insurers and under forms of policies satisfactory to the Members. The insurance that the Authority is to provide under this Section 20 must be written as “occurrence” type policies, must provide for

defense costs “ex-limits,” and must protect the Authority and the Members, their directors, officers, employees and agents, and such other persons, firms, or corporations as the Members may designate (collectively “Insured Members”) as having an interest in the Project, in such a manner and at such amounts as set forth below:

20.1. Commercial General Liability Insurance

The Authority shall procure, carry and maintain commercial general liability insurance to include coverage for all operations of the Authority under this Agreement, including, but not limited to the following: (a) premises, operations and mobile equipment liability; (b) completed operations and products liability; (c) blanket contractual liability; (d) explosion, collapse, and underground hazards; (e) personal injury liability; and (g) protective liability for impacts on the Members’ operations. The Authority shall provide the Commercial General Liability Insurance with limits not less than the following: (i) \$3,000,000.00 each occurrence, or for a combined occurrence of bodily injury and property damage; (ii) \$1,000,000.00 completed operations and products liability; and (iii) \$1,000,000.00 personal and advertising injury. The Authority shall provide the policy with an endorsement for a general aggregate limit per project. Defense costs may not be included in said general aggregate limit.

20.2 Workers' Compensation and Employer's Liability Insurance

If the Authority has any employees, the Authority shall procure, carry and maintain a policy of worker's compensation insurance as required by any applicable law, regulation, or statute. The employer's liability insurance must be provided with limits not less than the following: (i) \$1,000,000.00 each accident; (ii) \$1,000,000.00 disease - policy limits; and (iii) \$1,000,000.00 disease - each employee. The Workers' Compensation and Employer's Liability Insurance Policy must contain a waiver of subrogation rights against the Members. The Authority shall provide the Members with a copy of an endorsement to the policies reflecting this waiver.

20.3 Policies

Within 90 days after the Effective Date of this Agreement, the Authority shall provide policies, relevant endorsements, and certificates of insurance to the Members evidencing the following:

- a) The insurance policies referred to in this Sections 20 are in place.
- b) That the Members are to receive thirty (30) calendar days’ prior written notice of a policy cancellation or reduction in coverage for any reason. In that regard, the Authority shall not deliver any certificate that simply contains words to the effect that the insurer will “endeavor” to notify the Members of the cancellation or reduction of the policy or that “the failure to mail such notice shall impose no obligation of any kind upon the company, its agents or representatives.”
- c) An endorsement has been made to the policies naming the Members as additional insureds. The endorsement must be duly-executed and must be in a form acceptable to the Members. The endorsement must also provide that the insurance afforded to

all of the Members and the additional insureds is primary insurance and that any insurance carried by or afforded to the Members, their directors, officers, and employees and other Insured Members is excess and not contributing to the insurance required by this Agreement.

- d) Each of the policies of insurance required by this Agreement must contain “Cross Liability” or “Severability of Interest” clauses. No policy may contain any exclusion regarding loss or damage to property caused by explosion, collapse of buildings or structures or damage to property underground, premises-operation, completed operations, contractual insurance, and independent coverages of the Members. Each of the policies required by this Agreement must contain a provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Authority under this Agreement. Any such endorsement shall be in a form acceptable to the Members.
- e) The Authority may satisfy minimum coverage amounts listed in this section by a combination of one or more primary insurance policies and umbrella or excess coverage policies on which the Authority is the named insured. The Authority may also use the policies in connection with satisfying the requirements of other obligations imposed in this Section 20.

20.4 Insurers

The Authority shall provide the insurance coverages through insurers that have at least an “A” policyholders rating and an “X” financial rating in accordance with the current Best's Key Rating Guide. In the event the coverage evidenced by any such certificate is canceled or reduced, the Authority shall procure and furnish to the Members new certificates of insurance and policies conforming to the above requirements at least five (5) days before the effective date of such cancellation. If the Authority fails to procure and maintain any insurance required by this Agreement, the Members may procure such insurance and charge the expense to the Authority or the Members may terminate this Agreement upon failure of the Authority to procure such insurance within forty-eight hours written notice demanding the Authority do so, at their sole discretion. The Members’ failure to enforce any provision of this Section 18 will not act as a waiver of the Authority’s obligation to procure the required insurance or as a waiver of enforcement of any of the provisions of this Section 18 at a later date. The Members are not obligated to procure or maintain the above required insurance if the Authority fails to do so. All requirements of this Section 20 apply to the Authority’s contractors and sub-contractors, and the Authority shall cause all of its contractors and sub-contractors to comply with the provisions of this Section 18 and be responsible to the Members for such compliance. The foregoing requirements constitute the Authority's minimum insurance requirements.

20.5 Waiver and Release

The Authority waives and releases the Members from any damages resulting from any interruption of the Authority’s business, including but not limited to, damages resulting from any loss of income or business resulting from the Members’ actions relating to the cancellation, termination, or

expiration of the Authority's insurance policies. The Authority further releases and relieves each of the Insured Members and waives its entire right of recovery for loss or damage arising out of or incident to the perils insured against which perils occur involving the Project, whether due to the negligence of the Insured Member or the Authority, or its agents, employees, contractors, and/or invitees. This is a waiver of subrogation clause and the Authority shall, upon obtaining the policies of insurance required by this Section 20, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

20.6 Additional Insurance

The Members retain the right at any time to review the coverage, form, and amount of the insurance required by this Agreement. If, in the opinion of the Members, the insurance provisions in this Agreement do not provide adequate protection for the Members, the Members may require the Authority to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Members' new requirement will be reasonable, and will be designed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. The Members shall notify the Authority in writing of changes in the insurance requirements, and if the Authority does not deposit copies of acceptable insurance with the Members incorporating such changes within thirty (30) days of receipt of notice, the Authority shall be in default without further notice to the Authority, and the Members will be entitled to all legal remedies. The procuring of such required policy or policies of insurance will not be construed to limit the Authority's liability under this Agreement nor to fulfill the hold harmless provisions and requirements of this Agreement.

21. Defense and Indemnity

The Authority shall assume the defense of and indemnify and save harmless each Member to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken pursuant to this Agreement.

22. Notices

All notices required or permitted under this Agreement must be in writing and will be deemed delivered: (i) when delivered in person; (ii) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of delivery; or (iv) upon receipt of a confirmed transmission, if sent, telecopy or facsimile transmission:

City Manager
City of Vallejo
555 Santa Clara St.
Vallejo, CA 94590
707-648-4576

Executive Director
Housing Authority of the City of Vallejo
200 Georgia St.
Vallejo, CA 94590
707-648-4507

23. Successors And Assigns

The terms and conditions of this Agreement inure to the benefit of and will be binding upon the Members and their respective heirs, representatives, successors and permitted assigns.

24. Further Acts and Assurances

The Members shall execute, acknowledge, and deliver any and all additional papers, documents, and other assurances, and shall perform any and all acts and things reasonably necessary, in connection with the performance of the obligations under this Agreement and to carry out the intent of the Members.

25. Captions

The captions in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affects this Agreement. Words of any gender in this Agreement will be held to include any other gender and words in the singular number will be held to include the plural when the sense so requires.

26. Severability

Should it be found that any part of this Agreement is illegal or unenforceable, such part or parts of this Agreement will be of no force nor effect and this Agreement will be treated as if such part or parts had not been inserted.

27. Entire Agreement

All previous negotiations between the Members or their agents or representatives with respect to the subject matter of this Agreement are merged in this Agreement.

28. Modifications

This Agreement will not be modified in any manner except by an instrument in writing executed by the Members or their respective successors in interest.

29. Interpretation

Each Member has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Members had drafted it jointly, as opposed to being construed against a Member because it was responsible for

drafting one or more provisions of this Agreement.

30. Governing Law & Venue

This Agreement is to be governed by and construed according to the laws of the state of California. Venue for all disputes involving this Agreement shall be the County of Solano.

31. Assignment

No Member may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee or third Member beneficiary of a Member has a right, claim or title to any part, share, interest, fund or asset of the Authority. However, nothing in this Section prevents the Authority from assigning any interest or right it may have under this Agreement to a third Member.

32. Representations and Warranties

No representations or warranties are made or have been relied upon by any Member other than those expressly set forth in this Agreement, if any.

33. Cooperation

The Members shall fully cooperate with each other in conjunction with this Agreement and act reasonably in the exercise of any discretion to assure that they all continue to benefit from the Project. Each Member to this Agreement shall execute and deliver to the other all instruments and documents as may be reasonably necessary to carry out this Agreement to provide and secure to each Member the full and complete enjoyment of its rights and privileges under this Agreement.

34. Other Agreements

The Members and the Authority may enter into any other agreement(s) that may be necessary for fulfilling the purpose and objective of the Authority.

35. Agreement Not for Benefit of Third Members

This Agreement will not be construed as or deemed to be an agreement for the benefit of any third Member or Members, and no third Member or Members will have any right of action under this Agreement for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by any Member will be deemed conclusively to be for the direct protection and benefit of the inhabitants and property within the jurisdiction of such Member. No person or entity, other than the Members and their permitted successors and assigns, is authorized to enforce the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Members are signing this Joint Exercise of Powers Agreement as of the date first stated above.

CITY OF VALLEJO

CITY OF VALLEJO,
a municipal corporation

HOUSING AUTHORITY OF THE CITY
OF VALLEJO

By: _____
GREG NYHOFF, City Manager

By: _____
GREG NYHOFF, Executive Director

ATTEST:

ATTEST:

By: _____
DAWN ABRAHAMSON, City Clerk

By: _____
DAWN ABRAHAMSON, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
RANDY RISNER, City Attorney

By: _____
RANDY RISNER
Housing Authority Attorney



DATE: June 9, 2020
TO: Chair and Members of the Vallejo Housing Authority Board
FROM: Judy Shepard-Hall, Housing and Community Development Manager
SUBJECT: **FISCAL YEAR 2020-21 HOUSING AUTHORITY BUDGET**

RECOMMENDATION

Conduct a public hearing and upon conclusion, adopt a Resolution (Attachment 1) approving the Fiscal Year (FY) 2020-21 Vallejo Housing Authority (VHA) Budget as set forth in Attachment 2, also as Exhibit 1 to Attachment 1.

REASONS FOR RECOMMENDATION

The VHA contracts with the City of Vallejo for financial and other services. The VHA prepares a separate budget, which is then consolidated into the City's FY 2020-21 Proposed Budget document. Preparation of a separate budget document increases efficiency and ease of review by the VHA Board and public.

BACKGROUND AND DISCUSSION

In FY 2020-21, the VHA will deliver the Housing Choice Voucher (HCV) Program (formerly and more commonly known as 'Section 8'), and its subprograms: Homeownership, Veterans Affairs Supportive Housing (VASH), Project-Based Voucher, and the Family Self-Sufficiency (FSS) Program. All programs administered by the VHA are funded by the U.S. Department of Housing and Urban Development (HUD). The budget for FY 2020-21 consists of revenues and expenditures for the HCV programs, operating reserve, housing development, and affordable housing funds.

The total Proposed FY 2020-21 Budget for VHA programs is \$24,477,651. The majority of these funds, \$21.8 million, represent rent payments to landlords on behalf of eligible Vallejo families. HCV rental and mortgage assistance programs serve over 2,000 families in Vallejo each year.

HUD provides funding for the HCV Program on a calendar year cycle and its funding methodology and level of funding for the HCV Program fluctuates annually. Housing Authorities are funded separately for Housing Assistance Payments (HAP) and administrative fees. HAP funding is restricted for use as rent or mortgage payments in the HCV Program and sub-programs, utility reimbursements to eligible HCV Program households, and escrow payments for Family Self-Sufficiency Program participants. Administrative fees are revenues that housing authorities receive to fund the day-to-day operations for the HCV Program. These funds cannot be used for any other purpose.

The VASH Program provides rental assistance vouchers to homeless veterans along with ongoing support by case workers from Veterans Affairs to help them maintain a stable housing environment. The Project-Based

Voucher Program is voucher assistance attached to specific housing units located in the city. Housing Authorities can use up to 20 percent of its authorized voucher units to project-based units. The FSS Program helps voucher families obtain employment that will lead to economic independence and self-sufficiency. The VHA partners with the Workforce Development Board of Solano County, SparkPoint/United Way, Fighting Back Partnership, Vallejo City Unified School District, Solano Family & Children's Services, Five Keys Charter School, and other welfare agencies and local resources to develop a comprehensive program which gives participating FSS Program family members the skills and experience to enable them to obtain employment that pays a livable wage.

Operating Reserve Fund

The Operating Reserve Fund consists of unspent administrative funding received from HUD prior to 2004. These restricted funds may only be spent on "housing related activities". Administrative funding received after 2004 is further restricted for use only on "Housing Choice Voucher Program related activities".

Housing Development Fund

The Housing Development Fund is a non-federal fund, which was created by the receipt of profits from the sale of VHA-owned property. It will continue to fund the ongoing Crime-Free Multi-Housing Program (CFMHP), a collaborative effort between the Vallejo Police and Fire Departments and the Vallejo Housing Authority. The different components of the CFMHP include landlord training (tenant screening and credit checks, fair housing laws, the eviction process, and drug and gang awareness); Crime Prevention Through Environmental Design inspections, which identifies potential problem areas on a property such as insufficient lighting and security features; and educating the tenants about the CFMHP. Currently, there are thirteen properties certified and two more nearing certifications.

Affordable Housing Fund

The Affordable Housing Fund was created after the Redevelopment Agency dissolution. For FY 2020-21, VHA has allocated \$25,000 to supplement funding for providing supportive services to Vallejo residents experiencing homelessness.

FISCAL IMPACT

The Fiscal Year 2020-21 Proposed Housing Authority Budget includes \$23,891,338 in total Revenues and \$24,477,651 in total Expenditures for rental subsidies and administrative costs. There will be an ending available Fund Balance of \$2,304,701.

Approval of this item accepts the the FY 2020-21 Proposed Budget and allows staff to move forward with finalizing the adopted Budget. Funding for the Housing Authority comes from HUD and does not impact the 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 Approving FY 2020-2021 Vallejo Housing Authority Budget
2.	FY 2020-21 Vallejo Housing Authority Proposed Budget

CONTACT

Judy Shepard-Hall, Housing and Community Development Manager (707) 648-4408

judy.shepard-hall@cityofvallejo.net

Public Comment for Action 4A may be submitted by accessing the following

link: <https://www.opentownhall.com/8965>

RESOLUTION NO.

**A RESOLUTION OF THE VALLEJO HOUSING AUTHORITY
APPROVING THE HOUSING AUTHORITY'S BUDGET FOR FISCAL YEAR 2020-2021**

WHEREAS, the Vallejo Housing Authority prepares an annual budget to coincide with the City of Vallejo's fiscal year; and

WHEREAS, the Executive Director has submitted the Proposed Budget for Fiscal Year 2020-2021(Proposed Budget), consisting of the proposed expenditures, estimated revenues and an explanatory budget message; and

WHEREAS, the City of Vallejo published a general summary of the Proposed Budget, including the recommended budget for the Vallejo Housing Authority, information as to the times and places where copies of the Proposed Budget were available for inspection by the public, and the times and place for a public hearing on the Proposed Budget; and

WHEREAS, the Vallejo Housing Authority Fiscal Year (FY) 2020-2021 budget was included on the City of Vallejo Proposed Budget document; and

WHEREAS, the Vallejo Housing Authority FY 2020-2021 budget is attached to this Resolution as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED that the Vallejo Housing Authority Board approves the Vallejo Housing Authority Proposed Budget for FY 2020-2021 as reflected in Exhibit 1 to this Resolution.

BE IT FURTHER RESOLVED that the Executive Director, or his designee, may expend funds from any of the Housing Authority funds, in accordance with the U.S. Department of Housing and Urban Development provisions, up to the limit authorized by the Vallejo Housing Authority Bylaws.

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is authorized to transfer cash among funds on a daily basis to support funds that have negative cash positions.

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is authorized to receive and accept:

- a. Cash donations for specific purposes, to deposit such donations in trust funds, and to expend such donations for the purpose for which the donation was made; and
- b. In-kind/non-cash donations that would serve a useful purpose in the provision of the Vallejo Housing Authority services.

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is authorized to submit grant applications for activities within the jurisdiction of the Vallejo Housing Authority and to accept such grants, to expend grant funds if the funds have been appropriated, and to implement the actions required by any grant for projects and programs within the Vallejo Housing Authority's jurisdiction.

Approved as to form:

By:  for
Randy J. Risner
Interim City Attorney

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is authorized to amend the Proposed Budget to reflect all required debt service requirements and payments, bond covenants or other applicable requirements, laws and regulations.

Adopted by the Board of the Housing Authority of the City of Vallejo at a special meeting held on June 9, 2020 with the following vote:

BOB SAMPAYAN, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, SECRETARY

Housing Authority

Section 8

	Voucher Program Fund # 123		Admin Program Fund # 121		Operating Reserve Fund # 122		Housing Development Fund # 124		Affordable Housing Fund # 126		Sub total	Sub total
	Adopted FY 19-20	Proposed FY 20-21	Adopted FY 19-20	Proposed FY 20-21	Adopted FY 19-20	Proposed FY 20-21	Adopted FY 19-20	Proposed FY 20-21	Adopted FY 19-20	Proposed FY 20-21	Adopted FY 19-20	Proposed FY 20-21
Beginning Available Fund Balance	\$ 148,075	\$ 51,125	\$ 1,244,595	\$ 1,232,869	\$ 383,324	\$ 373,892	\$ 387,049	\$ 277,048	\$ 460,864	\$ 956,081	\$ 2,623,907	\$ 2,891,014
Revenues												
Operating												
Operating Grants and Contributions	21,119,000	21,707,453	2,077,100	2,027,695	-	-	-	-	-	-	23,196,100	23,735,148
Investment Income	-	-	1,232	1,232	-	-	458	458	11,000	11,000	12,690	12,690
Program Income	-	-	-	-	-	-	-	-	-	-	-	-
Fees and Forfeitures	5,000	5,000	19,000	17,500	-	-	26,000	26,000	-	-	50,000	48,500
Transfer in - Capital Funds	-	-	-	-	-	-	-	-	145,548	95,000	145,548	95,000
	<u>21,124,000</u>	<u>21,712,453</u>	<u>2,097,332</u>	<u>2,046,427</u>	<u>-</u>	<u>-</u>	<u>26,458</u>	<u>26,458</u>	<u>156,548</u>	<u>106,000</u>	<u>23,404,338</u>	<u>23,891,338</u>
Expenditures												
Grant programs	21,272,075	21,763,578	-	-	-	-	-	-	-	-	21,272,075	21,763,578
Administration	-	-	2,486,272	2,699,009	-	-	40,000	40,000	25,000	26,000	2,551,272	2,765,009
Interfund Reimbursement - staff costs	-	-	(108,890)	(120,458)	-	-	70,522	70,522	-	-	(38,468)	(49,936)
	<u>21,272,075</u>	<u>21,763,578</u>	<u>2,377,282</u>	<u>2,578,551</u>	<u>-</u>	<u>-</u>	<u>110,522</u>	<u>110,522</u>	<u>25,000</u>	<u>25,000</u>	<u>23,784,879</u>	<u>24,477,651</u>
Net Annual Activity	<u>(148,075)</u>	<u>(51,125)</u>	<u>(279,950)</u>	<u>(532,124)</u>	<u>-</u>	<u>-</u>	<u>(84,064)</u>	<u>(84,064)</u>	<u>131,548</u>	<u>81,000</u>	<u>(380,541)</u>	<u>(586,313)</u>
Ending Available Fund Balance	\$ -	\$ -	\$ 964,645	\$ 700,745	\$ 383,324	\$ 373,892	\$ 302,985	\$ 192,984	\$ 592,412	\$ 1,037,081	\$ 2,243,366	\$ 2,304,701
Project Balances, Including FY 20-21 Appropriations												
Housing Development						\$ 590,692		\$ 1,118				
Affordable Housing Loans outstanding at June 30, 2019						\$ 919,125				\$ 12,419,578		
Section 8 Funding:	June 30, 2020	June 30, 2021										
One month average expenditures :												
Voucher Program	\$ 21,272,075	\$ 21,763,578										
Admin Program	2,377,282	2,578,551										
Operating reserve	-	-										
Total Annual expenditures	<u>23,649,357</u>	<u>24,342,129</u>										
Number of months	<u>12</u>	<u>12</u>										
Average monthly expenditures	<u>\$ 1,970,780</u>	<u>\$ 2,028,511</u>										
Combined Available Fund												
Balance June 30												
Voucher Program	\$ -	\$ -										
Admin Program	964,645	700,745										
Operating Reserve	<u>383,324</u>	<u>373,892</u>										
	<u>\$ 1,347,969</u>	<u>\$ 1,074,637</u>										

FY 20-21 beginning balance is based on FY 19-20 projections