

# BOARD OF COMMISSIONERS BOARD PACKET

August 24, 2016



#### **BOARD OF COMMISSIONERS**

Stanley Rumbaugh, Chair Dr. Arthur C. Banks, Vice Chair Janis Flauding Minh-Anh Hodge Derek Young

# **ANNUAL MEETING Board of Commissioners**

#### WEDNESDAY, August 24, 2016

The Board of Commissioners of the Housing Authority of the City of Tacoma will hold its Annual Meeting on Wednesday, August 24, 2016, at 4:45 pm.

The meeting will take place at:

Salishan Family Investment Center (FIC) 1724 East 44<sup>th</sup> Street, Tacoma, WA 98404

The site is accessible to people with disabilities. Persons who require special accommodations should contact the Sha Peterson (253) 207-4450, before 4:00 pm the day before the scheduled meeting.

I, Sha Peterson, certify that on or before August 24, 2016, I faxed / EMAILED, PUBLIC MEETING NOTICE before:

City of Tacoma 747 Market Street fax: 253-591-5123

Tacoma, WA 98402 email: <u>CityClerk@cityoftacoma.com</u>

Northwest Justice Project 715 Tacoma Avenue South fax: 253-272-8226

Tacoma, WA 98402

KCPQ-TV/Channel 13 1813 Westlake Avenue North email: tips@q13fox.com

Seattle, WA 98109

KSTW-TV/Channel 11 1000 Dexter Avenue N #205 fax: 206-861-8865

Seattle, WA 98109

Tacoma News Tribune 1950 South State fax: 253-597-8274

Tacoma, WA 98405

The Tacoma Weekly PO Box 7185 fax: 253-759-5780

Tacoma, WA 98406

and other individuals and organizations with residents reporting applications on file.

Sha Peterson

**Executive Assistant** 

#### **AGENDA**

#### ANNUAL BOARD OF COMMISSIONERS MEETING August 24, 2016 4:45 PM

Salishan FIC, 1724 E. 44<sup>th</sup> Street, Tacoma, WA 98404

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. APPROVAL OF MINUTES
  - 3.1 Minutes of July 27, 2016—Regular Session
- 4. GUEST COMMENTS
- 5. COMMITTEE REPORTS
- 6. COMMENTS FROM THE EXECUTIVE DIRECTOR
- 7. ADMINISTRATION REPORTS
  - 7.1 Finance
  - 7.2 Client Services
  - 7.3 Property Management
  - 7.4 Real Estate Development
- 8. NEW BUSINESS

8.1	2016-08-24 (1)	THA Bank Signatories
8.2	2016-08-24 (2)	Updating THA's Administrative Plan
8.3	2016-08-24 (3)	Stable of Financial Advisors
8.4	2016-08-24 (4)	Purchase of Klatt Building
8.5	2016-08-24 (5)	Purchase of Single Family Home
8.6	2016-08-24 (6)	Hilltop Related Planning Events for THA Properties
8.7	2016-08-24 (7)	Extension of Project Based Voucher Contract: Flett Meadows
8.8	2016-08-24 (8)	Alternative Use of Public Housing Homes
8.9	2016-08-24 (9)	Renewal for HAP Contracts for New Look
8.10	2016-08-24 (10)	New HAP Contract for Hillside 1
8.11	2016-08-24 (11)	New HAP Contract for Hillside 2
8.12	2016-08-24 (12)	Tacoma Public Schools Interlocal Cooperation Agreement
8.13	2016-08-24 (13)	New Security Services That Serve THA, Renew Tacoma, Hillsides
		and Bay Terrace (WALK-ON)

#### 9. COMMENTS FROM THE COMMISSIONERS

- 10. EXECUTIVE SESSION
  - 10.1 Discussion of Real Estate Transactions
- 11. ADJOURNMENT



# **ANNUAL MEETING**

# AGENDA ANNUAL BOARD OF COMMISSIONERS MEETING August 24, 2016 4:45 PM

Salishan FIC, 1724 E. 44<sup>th</sup> Street, Tacoma, WA 98404

- 1. Election of Officers
- 2. Review of By-Laws
- 3. Annual Certification



# **ELECTION OF OFFICERS**



# **REVIEW OF BY-LAWS**



#### **BY-LAWS**

#### of the

### HOUSING AUTHORITY OF THE CITY OF TACOMA

902 South L Street Tacoma, WA 98405 (253) 207-4400

August 28, 2013

Adopted and amended by Resolution 2013-8-28 (4) on August 28, 2013 Adopted and amended by Resolution 2013-1-23(2) on January 23, 2013 Adopted and amended by Resolution 2009-7-22 (1) on July 22, 2009 Adopted and amended by Resolution 2008-01-23 (3) on January 23, 2008 Adopted and amended by Resolution 1003-1 on October 22, 2003 Adopted and amended by Resolution 0201-2 on March 28, 2001

These by-laws supersede and replace all previously approved by-laws

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#### 1. GENERAL PROVISIONS

#### 1.1 Authority Name

The official name of the Authority is "Housing Authority of the City of Tacoma" (hereinafter the "Authority"). It may also use the name "Tacoma Housing Authority."

#### 1.2 Purpose

The Authority is a public body corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes and provisions of Chapter 35.82 RCW, including if applicable the powers of a community renewal agency under Chapter 35.81 RCW or of a public corporation, commission or authority under Chapter 35.21 RCW, as those laws may be amended from time to time.

#### 1.3 By-Laws

- 1.3.1 The Authority shall adopt by-laws to provide rules for governing the Authority and the Authority's activities that are not inconsistent with Chapter 35.82 RCW.
- 1.3.2 The by-laws shall not restrict the powers of the Authority granted by the Legislature under Chapter 35.21 RCW and Chapter 35.81 RCW.
- 1.3.3 The Board may amend the by-laws only by resolution, adopted by the affirmative vote of at least three (3) Commissioners of the Board at a regular or special meeting. The approved by- laws will supersede all previous by-laws.

#### 1.4 Seal

The seal of the Authority bears the name of the Authority and the year of its organization. A logo or other artwork which reflects the current values or vision of the Authority may be incorporated into this seal at any time by a resolution of the Board of Commissioners (the "Board").

#### 1.5 Books and Records

The Authority shall keep current and complete books and records of account and shall keep minutes of the proceedings of its Board and its committees having any of the authority of the Board.

#### 1.6 Public Records

#### 1.6.1 Public Records Act

The Authority shall comply with the requirements of the Public Records Act, Chapter 42.56 RCW.

#### 1.6.2 Public Records Policy

The Authority may adopt a public records policy governing the inspection and copying of public records. Shall policy shall not be inconsistent with the requirements of the Public Records Act, Chapter 42.56 RCW.

#### 1.6.3 Records Retention Schedule

The Authority shall comply with the records retention schedules promulgated by the Secretary of State that apply to public housing authorities.

#### 1.7 Fiscal Year

The Fiscal Year of the Authority shall be determined by resolution adopted by the Board. In the absence of such resolution, the fiscal year shall be the calendar year.

#### 1.8 Copies of Resolutions

Any person dealing with the Authority may rely upon a copy of any of the records of the proceedings, resolutions or votes of the Board when such copies are certified by the Secretary.

#### 1.9 Offices

The principal administrative office of the Authority is located within the City of Tacoma, Pierce County, and State of Washington at a location determined by resolution of the Board. The current address is 902 South L Street in the City of Tacoma, Washington.

#### 2. BOARD OF COMMISSIONERS

#### 2.1 General Powers

The powers of the Authority are vested in its Board of Commissioners. The Board shall exercise all policy, oversight, and governance powers of the Authority consistent with Chapter 35.82 RCW.

#### 2.2 Composition

#### 2.2.1 Number of Commissioners

The Board shall consist of five (5) Commissioners.

#### 2.2.2 Directly Assisted Commissioner

- A. Federal law requires that the membership of the Board contain at least one (1) member who is directly assisted by the Authority's federal housing program, whose name appears on the lease and who is eighteen years of age or older. "Directly assisted" as currently defined in 24 C.F.R. § 964.410 means either (i) being a public housing resident; or (ii) being a recipient of housing assistance in the tenant-based Section 8 program (i.e., from the Authority's Housing Choice Voucher Program or other federally funded rental assistance programs).
- B. The Commissioner's seat that expires in the year 2003, 2008, 2013, and so forth, is reserved for a directly assisted Commissioner and shall not be filled by a person who is not directly assisted as defined in section 2.2.2(A) of these by-laws.
- C. If the person appointed as a directly assisted Commissioner no longer qualifies as a directly assisted person, as defined in section 2.2.2 (A) of these by-laws, he or she shall be removed from the Board, creating a vacancy to be filled by a directly assisted person. This removal shall occur only upon a vote of the Board.
- D. A directly assisted Commissioner shall be a full member of the Board with the same powers and responsibilities held by other Commissioners.

#### 2.3 Mayoral Appointment

Commissioners are appointed by the Mayor of the City of Tacoma. Commissioners serve for a term of five (5) years. These terms are staggered with one term expiring on August 16th of each calendar year; PROVIDED, that a Commissioner's appointment extends into a following term until the Mayor appoints or reappoints a person to serve the balance of that following term. Vacancies are filled in the same manner as the original appointments were made, but for the unexpired term.

#### 2.4 Limitation on Employment

No Commissioner of the Board of Commissioners may be an officer or employee of the City of Tacoma.

#### 2.5 Attendance

It is expected that Commissioners will make every effort to attend scheduled meetings. If a Commissioner fails to attend two (2) consecutive meetings without the Board's excusal, the Board Chairperson may send a letter to the Mayor of the City of Tacoma alerting him or her of the circumstances.

#### 2.6 No Compensation

No Commissioner may be compensated for serving in any capacity; except that he or she is entitled to reimbursement for necessary expenses, including traveling expenses, incurred in the discharge of his or her duties.

#### 2.7 Resignation

Any Commissioner may resign at any time by giving written notice to the Chairperson of the Board. Such resignation takes effect at the time specified in the resignation, or if the time is not specified, upon receipt thereof. Unless otherwise specified in the resignation, the acceptance of a resignation is not necessary to make it effective.

#### 2.8 Removal

A Commissioner may be removed by the Mayor of the City of Tacoma for inefficiency or neglect of duty or misconduct in office, but a Commissioner may be removed only after he or she is given a copy of the charges at least ten (10) days prior to the hearing thereon and has had an opportunity to be heard in person or by counsel. When a Commissioner is removed, a record of the proceedings and the charges and findings will be filed in the office of the clerk of the City of Tacoma.

#### 3. OFFICERS

#### 3.1 Number, Election and Vacancies

The Board shall select from among its Commissioners a Chairperson and a Vice Chairperson, and shall employ a Secretary, who is also the Executive Director. The Board shall elect the Chairperson and Vice Chairperson at the annual meeting in August of each year for one (1) year terms or until the Board elects and qualifies their respective successors. No Commissioner may serve in the capacity of Chairperson for more than three (3) consecutive one (1) year terms. After a period of one year following three such consecutive terms, Commissioners are again eligible to serve as Chairperson. If the office of the Chairperson or Vice Chairperson becomes vacant, the Board shall elect a successor to fill the office from the remaining Commissioners at the next meeting. The elected successor shall serve for the remainder of the unexpired term. If elected at the annual meeting, the newly elected Chairperson of Vice Chairperson shall serve a full one (1) year term.

#### 3.2 Chairperson

The Chairperson presides at all meetings of the Authority. At each meeting the Chairperson submits such recommendations and information as he or she may consider proper concerning the business affairs and the policies of the Authority. The Chairperson is also responsible for the preparation of all regular and special meeting agendas.

#### 3.3 Vice Chairperson

The Vice Chairperson performs the duties of the Chairperson in the absence or incapacity of the Chairperson; and in case of a vacancy in the office of the Chairperson, the Vice Chairperson performs such duties as are imposed on the Chairperson until such time as the Board selects a new Chairperson in accordance with these by-laws.

#### 3.4 Executive Director

#### 3.4.1 Duties

The Executive Director, in the absence of a written contract for a definite time, serves at the pleasure of the Board and may be relieved of his or her duties no sooner than one hundred twenty (120) days after delivery of written notice. The Executive Director has care and custody of all funds of the Authority and deposits the same in the name of the Authority in such bank(s) as the Authority may select.

Signs all orders and checks for the payment of money and pays out and disburses these moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Board, all such orders and checks are countersigned by the Chairperson.

Keeps or causes to be kept regular books of accounts showing receipts and expenditures and renders to the Board, at each regular meeting (or more often when requested), an account of his/her transactions and also of the financial condition of the Authority.

Signs all binding contracts, deeds and other instruments made by the Authority as authorized by advanced resolution of the Board.

Carries out all policies established by the Board and advises on formation of those policies.

Develops and submits to the Board for approval a plan of organization for the conduct of the activities of the Authority and recommends changes when necessary.

Has general supervision over the administration of the Authority's business and affairs subject to the direction of the Board.

Is charged with the management of the housing projects of the Authority.

Prepares an annual budget.

Supervises financial affairs.

Presents to the Board periodic reports reflecting the activities of the Authority and such other special reports as may be required by the Board.

Assigns and supervises employees in the performance of their duties.

Performs such other duties as may from time to time be assigned by the Board.

Gives such bond as the Authority may determine for the faithful performance of his duties.

#### 3.4.2 Compensation

The compensation paid to the Executive Director is determined by the Board, but a Commissioner of the Board serving as Executive Director in a temporary capacity serves without compensation other than the payment of necessary expenses, including traveling expenses incurred in the performance of such duties.

#### 3.4.3 Custody and Use of Seal

The Executive Director keeps in safe custody the seal of the Authority and has the power to affix the seal to all contracts and instruments authorized to be executed by the Authority.

#### 3.5 Secretary

The Executive Director of the Authority serves as ex-officio Secretary of the Authority. In that capacity, he or she or his or her designee: (i) keeps or causes to be kept, correct and permanent records of the Authority; (ii) acts as Secretary of the meetings of the Authority and records all votes; (iii) keeps a record of the proceedings of the Authority in a minute book to be kept for such purposes; and, (iv) performs all other duties incident to his or her office.

#### 3.6 Additional Duties

The officers of the Authority perform such other duties and functions as may from time to time be required by the Board, the by-laws, rules and regulations of the Authority, or applicable law.

#### 3.7 Additional Personnel

The Authority may from time to time employ personnel it considers necessary to exercise its powers, duties, and functions in accordance with the purpose of the Authority. The selection and compensation of such personnel is determined by the Executive Director, subject to all applicable Federal, State, and local laws and regulations, including, without limitation, HUD regulations.

#### 3.8 Indemnification

The Authority shall adopt policies to set forth the terms and procedures for indemnifying and defending officers and Commissioners of the Board as authorized by RCW 4.96.041.

#### 4. MEETINGS

#### 4.1 Meeting

Unless the Board designates a different time or place for its meetings, the schedule and location for Board meetings shall be as follows:

#### 4.1.1 Annual meetings

Annual meetings of the Authority are held at the office of the Authority or such other place as designated by the Board for the purpose of electing officers, receiving the annual report of the Executive Director, and conducting other business as may come before the meeting. The annual meeting of the Authority will be on the fourth Wednesday in August immediately preceding the regular meeting. If this date falls on a legal holiday, the annual meeting is held on the next succeeding business day unless otherwise posted in accordance with State requirements.

#### 4.1.2 Regular meetings

Regular meetings of the Authority are held on a schedule and at locations that the Board shall determine in advance.

#### 4.1.3 Special meetings

The Chairperson of the Authority may, when he or she deems it expedient, and must, upon the written request of two (2) Commissioners of the Board, notice and call a special meeting of the Board for the purpose of transacting any business designated in the call. At such a special meeting, the Board shall not consider business other than as designated by the notice. The Board shall not take final disposition on any other matters at special meetings.

#### 4.2 Notice of Meeting

Notice of Board meetings must conform to the requirements of the Open Public Meetings Act, Chapter 42.30 RCW.

#### 4.3 Executive Session

Before convening in executive session, the presiding officer will publicly announce the purpose for excluding the public from the meeting place and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.

#### 4.4 Quorum

Three (3) Commissioners constitute a quorum for the purpose of conducting its business and exercising the Board's powers and for all other purposes.

#### 4.5 Adjournment

The Board may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all Commissioners are absent from any regular or adjourned regular meeting, the Secretary may declare the meeting adjourned to a stated time and place. The Secretary will cause a written notice of the adjournment to be given in the same manner as provided by resolution of the Board for special meetings. Whenever any meeting is adjourned, a copy of the order or notice of adjournment will be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special, or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this subsection, the resulting resumed adjourned regular meeting is a regular meeting for all purposes. When any order of adjournment of any meeting fails to state the hour at which the resumed adjourned meeting is to be held, it is held at the hour specified for regular meetings by resolution of the Board.

#### 4.6 Order of Business

At the regular meetings of the Board, the following is the customary order of business. The Board may curtail, enlarge, or modify this order:

Call to Order
Roll Call
Approval of Minutes of the previous meeting
Guest Comments
Board Committee Reports
Comments from the Executive Director
Staff Administration Reports
New Business
Comments from the Commissioners
Executive Session
Action Subsequent to Executive Session
Adjournment

#### 4.7 Resolutions

All resolutions are in writing and are maintained in a journal of proceedings of the Authority.

#### 4.8 Rules of Order

- 4.8.1 The presiding officer shall conduct Board meetings generally to allow for a full, fair, and efficient conduct of Board business.
- 4.8.2 Any Commissioner may move a proposal. At least one other Commissioner must second the motion in order to have a discussion or vote on it. If no other Commissioner seconds the motion, there shall be no discussion or vote on the proposal.
- 4.8.3 If a Commissioner seconds a proposal, the discussion shall continue until the presiding Commissioner calls for a vote, subject to a vote of a majority of a quorum directing a continuation of discussion.
- 4.8.4 The Chairperson or a majority of a quorum may direct that Robert Rules of Order govern the proceedings during a Board meeting.

#### 4.9 Manner of Voting

All questions coming before the Board, other than matters of procedure and the election or appointment of officers, are presented in the form of uniquely numbered resolutions. The vote on all resolutions is by roll call, and each resolution is entered in full upon the minutes of the meeting, together with the ayes, nays, absent, and abstentions. The election of officers, however, may be conducted by ballot.

#### 4.10 Motions

Motions from the floor, when properly seconded, may be voted on by voice, a show of hands, or roll call at the direction of the Chairperson.

#### 4.11 Attendance by Telephone

Any Commissioner may attend any meeting of the Board of Commissioners by telephone as long as all other persons present at the meeting can hear all comments made and questions asked by the Commissioner and the Commissioner can hear all comments made and questions asked by all other persons speaking at the meeting. Participation by such means shall constitute presence in person at the meeting.

#### 5. AMENDMENTS

The Board may amend these by-laws only by resolution adopted by the affirmative vote of at least three (3) Commissioners of the Board at a regular or special meeting. The approved by-laws will supersede all previous by-laws.



# **ANNUAL CERTIFICATION**



# **MINUTES**

#### BOARD OF COMMISSIONERS MEETING MINUTES REGULAR SESSION WEDNESDAY, July 27, 2016

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session at 911 North K. Street, Tacoma, WA at 4:45 PM on Wednesday, July 27, 2016.

#### 1. CALL TO ORDER

Vice Chair Banks called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 4:56 PM.

#### 2. ROLL CALL

Upon roll call, those present and absent were as follows:

PRESENT	ABSENT
Commissioners	
Chair Stanley Rumbaugh	
Vice Chair Arthur Banks	
	Commissioner Janis Flauding
Commissioner Minh-Anh Hodge	
Commissioner Derek Young	
Staff	
Michael Mirra, Executive Director	
Sha Peterson, Executive Assistant	
April Black, Deputy Executive Director	
	Ken Shalik, Finance Director
Barbara Tanbara, Human Resources Director	
	Pat Patterson, Property Management
	Director
	Kathy McCormick, Real Estate
	Development Director
Todd Craven, Administration Director	
Greg Claycamp, Client Services Director	
Sandy Burgess, Associate Director for AD &	
Asset Management	

Vice Chair Banks declared there was a quorum present @ 4:56 pm and proceeded. Chair Stanley Rumbaugh arrived at 5:00 pm.

#### 3. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Chair Rumbaugh asked for any corrections to, or discussion of the minutes of the Regular Session of the Board of Commissioners for Wednesday, June 22, 2016. Commissioner Hodge moved to adopt the minutes; Commissioner Young seconded.

Upon roll call, the vote was as follows:

AYES: 4
NAYS: None
Abstain: None
Absent: 1

Motion approved.

#### 4. GUEST COMMENTS

#### Nataliya Buleyeva 911 North K. Street, Apartment 205

THA Maintenance Specialist Steve Carr addressed the board on behalf of Ms. Nataliya Buleyeva. Tenants at North K are requesting shopping carts to unload their groceries from their cars. Vice Chair Banks informed the tenants that THA will inquire into the matter and asked Client Services (CS) Director Greg Claycamp to do so.

#### Bettina Carson 911 North K. Street, Apartment 204

According to Ms. Bettina Carson, another concern at North K is people breaking into apartments. She requested a different kind of locking system. Portfolio Manager Frankie Johnson spoke on behalf of Property Management Director Pat Patterson. She stated that she is unsure whether a locking system is part of the scope for Rental Assistance Demonstration (RAD), but she will speak to Director Claycamp regarding this. ED Mirra added that with RAD, every building will have cameras and he hopes that this will help deter break-ins.

#### **Christine Nhan**

#### District Representative with Congressman Adam Smith's Office

Ms. Christine Nhan is one of the representatives from Congressman Adam Smith's office who handles outreach. According to Ms. Nhan, Congressman Smith honors communities and organizations doing wonderful things. The Congressman honored Tacoma Housing Authority for its 75 years of service by an acknowledgement that he read into the Congressional Record.

#### 5. COMMITTEE REPORTS

Real Estate Development Committee—Commissioner Rumbaugh Nothing to report.

#### Finance Committee—Commissioner Hodge and Commissioner Young

The committee met on Monday for an Entrance Audit. In terms of THA's financial situation, everything is on time and there are no discrepancies, according to Commissioner Hodge.

#### Education Committee—Commissioner Hodge

Nothing to report.

#### Citizen Oversight Committee—Vice Chair Banks

Nothing to report.

#### 6. COMMENTS FROM THE EXECUTIVE DIRECTOR

Executive Director (ED) Michael Mirra was hoping to present an interlocal agreement between THA and Tacoma Public Schools memorializing and governing their partnership, but negotiations are continuing. He expects to have an agreement to present in August to both the THA board and the school board.

ED Mirra provided the board an update on recent visits THA hosted by Congresssman Heck and HUD Deputy Secretary Nani Coloretti. Both visits went well.

#### 7. DEPARTMENT REPORTS

#### **Finance**

Finance Director Ken Shalik was not in attendance. ED Mirra reported on his behalf. Most notable on the Cash Report is that much of THA's balance is non-federal money...

Chair Rumbaugh moved to ratify the payment of cash disbursements totaling \$6,784,211 for the month of June, 2016. Commissioner Hodge seconded.

Upon roll call, the vote was as follows:

AYES: 4

NAYS: None Abstain: None Absent: 1

Motion Approved: July 27, 2016

#### **Policy, Innovation and Evaluation**

Policy, Innovation and Evaluation (PIE) Director April Black directed the board to her report. Director Black's report has everything she promised she would report to the board quarterly, with the exception of Housing Assistance Program (HAP). The PIE report has a synopsis of the MTW submitted by THA, which has not yet been approved by HUD.

The board requested additional information regarding Rapid Rehousing. More specifically, the board would like to know:

- Of the persons applying, how many are served (receiving housing)
- People served vs. the number of applications received
- What percentage of vouchers are involved with the RAD program

Director Black will provide the information on her next report to the board.

Director Black reported that staff were watching the rising rents in the Tacoma rental market for what adjustments may be appropriate to the value of the vouchers. So far, she reports, THA's voucher holders seem to be managing with THA's vouchers according to the various metrics THA tracks. Chair Rumbaugh expressed concerns with devoting more assets to paying rent for the same number of people. Vice Chair Banks reminded the board that in 2011, THA made changes to the voucher program utility allowance and the size of voucher that families can receive for the purpose of saving money. THA saved a significant amount of money and those savings have been redirected to RAD and other programs that allow THA to serve money households or to provide more or better services. ED Mirra stated that the next budget cycle that will be an occsion for the board to judge what tradeoffs it wishes to make between increasing the value of vouchers, providing those additional services or serving more households.

#### Administration

Administration (AD) Director Todd Craven directed the board to his report. Director Craven invited the board to see an OpenDoor demonstration. An invitation will be sent out to those interested. Director Craven provided an update on the OpenDoor project. There is still more work to do, but most of the present work is being done by consultants. THA is on track and on budget so far. The major items administration is working on is the integration between SalesForce and THA's finance system Intact. The consultant firm EightCloud tested a new rent calculator with Rental Assistance; Rental Assistance is excited with what they have seen so far. Lastly, Administration hired a SalesForce Administrator. Sandra Peterson was hired a month ago and is a good addition to Administration and to THA.

#### **Client Services**

Client Services (CS) Director Greg Claycamp directed the board to his report. Client Services is making changes to its administrative plan. Rental Assistance Division and Policy are undertaking actions to improve efficiency for site-based waitlists. Updating

information is crucial to fill vacancies in a timely manner and by doing so, non-responsive and unreachable households are removed from the lists. Out of the four thousand households contacted, 25% were responsive. This rate is expected to improve as more recent applicants are reached.

THA will close the waitlist on July 31<sup>st</sup>. There are enough eligible households on the current list to fill vacancies for a while. Below is the proposed new rules governing the waitlist:

- Households will be required to update their information every 90 days.
   Households that fail to update their information after a notice will be placed on a hold status; after 180 days, they will be removed from the waitlist.
- 3-5 applicants will be notified per vacancy.
- All site lists will extend no more than two years. The lists will close and open when there is a need.

The board requested information regarding the number of units added and filled in a year. Associate Director of Rental Assistance Julie LaRocque will find out and will have the information at the next board meeting. According to ED Mirra, the Property Management (PM) report shows that last month it took PM 30 days to turn units; much of the problem was attributed to finding interested tenants off a stale waiting list.

#### **Property Management**

Property Management (PM) Director Pat Patterson was not in attendance. Portfolio Manager Frankie Johnson reported on Director Patterson's behalf. She elaborated on the need for a new way to keep the waiting list fresh. According to Ms. Johnson, PM will connect with applicants off the waiting list as soon as PM knows of an impending vacancy. This is important because the increase in unit turn time is often due to the lack of connection with tenants. In addition, having the virtual tours on-line will provide tenants the opportunity to view uits and decide if they are interested or not. One meth unit turned in 75 days, which is the first meth turn by THA (an outside contractor would have turned it in 90 days). PM has been down 3.5-4 FTE. The new proposal for changes with waitlist managemente will allow PM to mitigate problems before they get to the unit. Ms. LaRocque added that with OpenDoor, staff will be able to reach 3-5 applicants by text each time there is a vacancy. Portfolio wide, 100% of work orders were addressed in 24 hours. PM has also started implementing measures to improve customer service.

#### **Real Estate Development**

Real Estate Development (RED) Department Director Kathy McCormick was not in attendance. ED Mirra reported on her behalf.

Bay Terrace II is going well although there are remaining challenges with the City. It is asking THA to put in highway guardrails along Yakima and to take down some very mature trees as part of the work..

Last month, the board adopted the resolution to use Arlington Drive at Salishan for a community youth campus. ED Mirra, Deputy Executive Director Black, and Associate

Director Sandy Burgess have been working on this project. They are in discussions with the City, the County and Community Youth Services. Community Youth Services (CYS) applied for state funding, which the state awarded. THA is planning a robust community consultation regarding this proposal. Vice Chair Banks asked that we consult the church and apartment building across from Arlington Drive.

The Many Lights Foundation (MLF) submitted a proposal to THA to partner in the development of intergenerational project, which will house seniors, as well as families fostering or adopting children. MLF is also in discussions with a Tacoma organization, HopeSparks, that may result HopeSparks absorbing MLF.

#### 8. NEW BUSINESS

# 8.1 RESOLUTION 2016-07-27(1) (Ratify OPEIU Contract)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

**WHEREAS**, The collective bargaining agreement between the Tacoma Housing Authority (THA) and the Office and Professional Employees International Union (OPEIU) expired on June 30, 2015; and

WHEREAS, THA and OPEIU signed two Contract Extension Agreements on March 17, 2015, and September 29, 2015, respectively, extending the contract to end on February 29, 2015; and

**WHEREAS**, THA and OPEIU reached a tentative agreement on a new collective bargaining agreement; THA staff in the OPEIU bargaining unit have voted on July 7, 2016; and

**WHEREAS**, The Board of Commissioners finds that the collective bargaining agreement is fair and reasonable and that it would serve THA's interests; now, therefore, be it

# Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington that:

The Board authorizes THA's Executive Director to execute the collective bargaining agreement with the Office and Professional Employees International Union.

Vice Chair Banks motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES: 4
NAYS: None
Abstain: None
Absent: 1

Motion Approved: July 27, 2016

Stanley Rumbaugh, Chair

#### 8.2 **RESOLUTION 2016-07-27(2)**

(Conversion of Subsidy for Hillside Terrace and Salishan Properties from Public Housing to RAD)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma authorizing the Authority's participation in HUD's Rental Assistance Demonstration program with respect to the Hillside Terrace Phase I, Hillside Terrace Phase II, Salishan One, Salishan Two, Salishan Three, Salishan Four, Salishan Five and Salishan 6 Projects; authorizing the Authority to loan money to various limited liability companies and limited partnerships to finance improvements to such projects; authorizing the *de minimis* reduction of public housing units at the Hillside Terrace 1500 Block Project; authorizing the amendment of agreements to address requirements of HUD's Rental Assistance Demonstration program; and determining related matters.

**WHEREAS,** RCW 35.82.040 authorizes the Authority to "delegate to one or more of its agents or employees such powers or duties as it may deem proper"; and

**WHEREAS**, RCW 35.82.070 authorizes the Housing Authority of the City of Tacoma (the "Authority"), among other things, to "prepare, carry out, acquire, lease and operate housing projects; [and] to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any

part thereof," "make and execute contracts and other instruments, including but not limited to partnership agreements," and "make . . . loans for the . . . rehabilitation, improvement . . . or refinancing of land, buildings, or developments for housing of persons of low income"; and

**WHEREAS**, The Authority is the general partner of Hillside Terrace Phase I Limited Partnership ("HTI Partnership"), which limited partnership developed a 21-unit affordable rental housing project commonly known as Hillside Terrace

Phase I (the "HTI Project"), on property located on the 2300 Block of South G Street in Tacoma, Washington, that was leased to HTI Partnership by the Authority; and

**WHEREAS**, To finance the HTI Project, HTI Partnership incurred loans from the State of Washington Department of Community, Trade and Economic Development, Office of Community Development ("Commerce"), the Tacoma Community Redevelopment Authority ("TCRA"), and the Authority; and

WHEREAS, The Authority is the general partner of Hillside Terrace Phase II Limited Partnership ("HTII Partnership"), which limited partnership developed a 25-unit affordable rental housing project commonly known as Hillside Terrace Phase II (the "HTII Project"), on property located on the 2300 Block of South G Street in Tacoma, Washington, that was leased to HTII Partnership by the Authority; and

**WHEREAS**, To finance the HTII Project, HTII Partnership incurred loans from Commerce and the Authority; and

WHEREAS, The Authority is the general partner of Hillside Terrace 1500 Block Limited Partnership ("HT1500 Partnership"), which limited partnership developed a 16-unit affordable rental housing project commonly known as Hillside Terrace 1500 Block (the "HT1500 Project"), on property located at 2330 South G Street, Tacoma, Washington, that was leased to HT1500 Partnership by the Authority; and

**WHEREAS**, To finance the HT1500 Project, HT1500 Partnership incurred loans from the Authority; and

**WHEREAS**, The Authority is the managing member of Salishan One LLC, which limited liability company developed a 90-unit affordable rental housing project (the "Salishan One Project") on property located at 1724 East 44<sup>th</sup> Street, Tacoma, Washington, that was leased to Salishan One LLC by the Authority; and

WHEREAS, To finance the Salishan One Project, Salishan One LLC incurred loans from the ARCS Commercial Mortgage Co., L.P. ("ARCS"), Commerce and the Authority; and

**WHEREAS**, The Authority is the managing member of Salishan Two LLC, which limited liability company developed a 90-unit affordable rental housing project (the "Salishan Two Project") on property located at 1725 East 44<sup>th</sup> Street, Tacoma, Washington, that was leased to Salishan Two LLC by the Authority; and

**WHEREAS**, To finance the Salishan Two Project, Salishan Two LLC incurred loans from the ARCS, Commerce and the Authority; and

**WHEREAS**, The Authority is the managing member of Salishan Three LLC, which limited liability company developed a 90-unit affordable rental housing project (the "Salishan Three Project") on property located at 1726 East 44<sup>th</sup> Street, Tacoma, Washington, that was leased to Salishan Three LLC by the Authority; and

**WHEREAS**, To finance the Salishan Three Project, Salishan Three LLC incurred loans from the ARCS, Commerce and the Authority; and

**WHEREAS**, The Authority is the managing member of Salishan Four LLC, which limited liability company developed a 90-unit affordable rental housing project (the "Salishan Four Project") on property located at 1727 East 44<sup>th</sup> Street, Tacoma, Washington, that was leased to Salishan Four LLC by the Authority; and

**WHEREAS**, To finance the Salishan Four Project, Salishan Four LLC incurred loans from the Bank of America, N.A., Commerce and the Authority; and

**WHEREAS**, The Authority is the managing member of Salishan Five LLC, which limited liability company developed a 90-unit affordable rental housing project (the "Salishan Five Project") on property located at 1728 East 44<sup>th</sup> Street, Tacoma, Washington, that was leased to Salishan Five LLC by the Authority; and

**WHEREAS**, To finance the Salishan Five Project, Salishan Five LLC incurred loans from Citicorp Municipal Mortgage Inc., Commerce and the Authority; and

**WHEREAS**, The Authority is the managing member of Salishan Six LLC, which limited liability company developed a 90-unit affordable rental housing project (the "Salishan Six Project") on property located at 1729 East 44<sup>th</sup> Street, Tacoma, Washington, that was leased to Salishan Six LLC by the Authority; and

WHEREAS, To finance the Salishan Six Project, Salishan Six LLC incurred loans from Washington Community Reinvestment Association, Commerce and the Authority; and

WHEREAS, The HTI Project, the HTII Project, the Salishan One Project, the Salishan Two Project, the Salishan Three Project, the Salishan Four Project, the Salishan Five Project and the Salishan Six Project (collectively, the "RAD Projects" and, together with the HT1500 Project, the "Projects") and the HT1500 Project currently support the Authority's public housing activities; and

WHEREAS, THA applied to the U.S. Department of Housing and Urban Development ("HUD") to allow the RAD Projects to be converted from public housing projects to project-based Section 8 projects under HUD's Rental Assistance Demonstration ("RAD") program, and HUD has approved of such conversions, subject to the meeting of certain conditions by the Authority and by HTI Partnership, HTII Partnership, Salishan One LLC, Salishan Two LLC, Salishan Three LLC, Salishan Four LLC, Salishan Five LLC and Salishan Six LLC (collectively, the "RAD Entities" and, together with HT1500 Partnership, the "Owner Entities"); and

**WHEREAS**, One of such conditions of the RAD program is the requirement that certain rehabilitation improvements be made to each RAD Project; and

**WHEREAS**, Pursuant to the authority provided by RCW 35.82.070, to THA expects to lend money to the RAD Entities to finance such rehabilitation improvements; and

WHEREAS, In connection with the conversion from public housing subsidies to project-based Section 8 subsidies for the RAD Projects, certain provisions of the RAD Entities' partnership agreements, operating agreements, project leases, loan documents and related documents must be amended, certain existing public housing agreements must be terminated, and certain RAD program agreements must be entered; and

**WHEREAS**, The Board finds and determines that the financial assistance to be provided by the Authority pursuant to this resolution is necessary to support the poor and infirm; and

**WHEREAS,** In connection with the *de minimis* reduction of four public housing units at the HT1500 Project, certain existing public housing agreements relating to the HT1500 Project must be terminated; and

**WHEREAS**, The period during which federal low-income housing tax credits can be allocated to the partners of HT1500 Partnership has expired, and HT1500 Partnership's limited partners have offered to transfer their limited partnership interests to the Authority or its affiliate; and

WHEREAS, Based on the consideration of funding sources available for the Projects, the need for affordable housing in the City, and other matters, it is necessary that the Authority proceed with the transactions described in this resolution; now, therefore, be it

# Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

- 1. Organizational Documents. The Authority's Executive Director and the Authority's Deputy Executive Director (each, an "Authorized Officer" and, collectively, the "Authorized Officers"), and each of them acting alone, are authorized and directed to negotiate, execute, deliver and, if applicable, file (or cause to be executed and delivered and, if applicable, filed) on behalf of the Authority an amendment to the existing limited partnership agreement or operating agreement, as applicable, of each RAD Entity to remove references to public housing requirements, to insert references to RAD program requirements, to provide for additional capital contributions by the Authority (to the extent necessary or desirable to finance rehabilitation and other costs) and to make other revisions to such agreement as any Authorized Officer determines to be necessary or desirable to accomplish the conversion of each RAD Entity's Project from a public housing project to a project-based Section 8 project.
- 2. Amendments to Project Leases. The Authorized Officers (and each of them acting alone) are authorized to negotiate, execute, deliver and, if applicable, file (or cause to be executed, delivered and, if applicable, filed) on behalf of the Authority (acting on its own behalf or in its capacity as general partner or managing member of each Owner Entity, as applicable): (i) an amendment to each existing Lease Agreement between the Authority and a RAD Entity, in each case to remove references to public housing requirements, to insert references to RAD program requirements, and to make other revisions to such agreement as any Authorized Officer determines to be necessary or desirable to accomplish the conversion of the RAD Project from a public housing project to a project-based Section 8 project; and (ii) an amendment to the Memorandum of Lease Agreement between the Authority and each RAD Entity to reflect amendments made to such Lease Agreement.
- 3. Existing Loan Documents and HUD Documents. The Authorized Officers (and each of them acting alone) are authorized and directed to negotiate, execute, deliver and, if applicable, file (or cause to be executed and delivered and, if applicable, filed) on behalf of the Authority (acting on its own behalf or in its capacity as general partner or managing member of each Owner Entity, as applicable): (i) those documents described in Exhibit A under the headings "Existing Loan Documents" and "HUD Documents" as the apply to each Owner Entity and Project (provided, not all of such HUD Documents will be applicable to the HT1500 Project); (ii) such other documents relating to each Owner Entity's existing loans as any Authorized Officer determines to be necessary or desirable to accomplish the conversion of the Owner Entity's Project from

- a public housing project; and (iii) any document not described in Exhibit A under the heading "HUD Documents" that HUD requires in connection with such
- 4. Approval of Rehabilitation Loan Documents. The Authority is authorized to lend each RAD Entity money necessary to fund rehabilitation improvements to the Project operated by such RAD Entity; provided, the aggregate principal amount of all such loans made to the RAD Entities shall not exceed \$11,000,000. The Authority shall cause each such loan to be evidenced by the documents described in Exhibit A under the heading "Rehabilitation Loan Documents". The Authorized Officers (and each of them acting alone) are authorized and directed to take all actions required of the Authority in connection with the rehabilitation loan to be made by the Authority to each RAD Entity. In particular, the Authorized Officers (and each of them acting alone) are authorized to negotiate, execute, deliver and, if applicable, file (or cause to be executed, delivered and, if applicable, filed) on behalf of the Authority (acting on its own behalf or in its capacity as general partner or managing member of each RAD Entity, as applicable): (i) the Rehabilitation Loan Documents; and (ii) any other documents reasonably required to be executed by the Authority or a RAD Entity to evidence and secure said rehabilitation loan.
- 5. <u>Certain HT1500 Transactions</u>. In additional to the actions authorized by Section 3 of this resolution, the Authorized Officers (and each of them acting alone) are authorized to negotiate, execute, deliver and, if applicable, file (or cause to be executed, delivered and, if applicable, filed) on behalf of the
- 6. Authority (acting on its own behalf or in its capacity as general partner of HT1500 Partnership): (i) an amendment to the Lease Agreement and Memorandum of Lease Agreement between the Authority and HT1500 Partnership to remove references to public housing requirements and to make other revisions to such agreement as any Authorized Officer determines to be necessary or desirable in connection therewith; (ii) such agreements, certificates, documents and instruments that are necessary or appropriate in any Authorized Officer's discretion to consummate the transfer of limited partnership interests in HT1500 Partnership to the Authority and or an affiliate of the Authority (such as Tacoma Housing Development Group), including agreements to indemnify the current limited partners from adverse tax consequences occurring as a result of such transfer and/or the operations of the HT1500 Project during the remainder of such project's tax credit compliance period; and (iii) an amended and restated limited partnership agreement for HT1500 Partnership reflecting the substitution of limited partners and the removal of public housing requirements.
- 7. <u>Supplemental Authorization</u>. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf or in its capacity as general partner or managing member of each Owner Entity, as applicable) to: (i) determine that any document authorized by this

resolution is, at the time such document otherwise would be executed, no longer necessary or desirable and, based on such determination, cause the Authority and/or any Owner Entity not to execute or deliver such document; (ii) negotiate, execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, affidavits, certificates, letters, documents, agreements and instruments that such officer determines to be necessary or advisable to give effect to this resolution and to consummate the transactions contemplated herein; and (iii) cause the Authority and/or any Owner Entity to expend such funds as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution.

- 8. <u>Acting Officers Authorized</u>. Any action required by this resolution to be taken by the Executive Director or Deputy Executive Director may, in such person's absence, be taken by any employee of the Authority that has been designated by the Executive Director to act in the absence of the Executive Director or Deputy Executive Director.
- 9. <u>Changes to Titles or Parties</u>. While the titles of and parties to the various documents listed in Exhibit A hereto may change, no change to such titles or parties shall affect the authority conferred by this resolution to execute, deliver, file (if required), enforce and perform the documents in their final form.
- 10. <u>Ratification and Confirmation</u>. All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.
- 11. <u>Effective Date</u>. This resolution shall be in full force and effect from and after its adoption and approval.

Vice Chair Banks motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES: 4
NAYS: None
Abstain: None
Absent: 1

**Motion Approved: July 27, 2016** 

Stanley Rumbaugh, Chair

#### **EXHIBIT A**

#### TRANSACTION DOCUMENTS

#### **Existing Loan Documents**

- A new priority and subordination agreement for each Project listing the relative priorities of HUD's Rental Assistance Demonstration Use Agreement, existing encumbrances, and the deed of trust for the deed of trust securing the Authority's rehabilitation loan for the Project;
- Amendments to the existing loan documents with Commerce, TCRA, the
  Authority, ARCS, Bank of America, N.A., Citicorp Municipal Mortgage Inc.,
  Washington Community Reinvestment Association and any other lender with
  an outstanding loan relating to a Project, all as necessary or desirable to
  remove references to public housing requirements and to insert references to
  RAD program requirements;
- Amendments to the loan or grant agreements, and related documents, for loans and grants underlying the Authority's various loans to the Owner Entities, all as necessary or desirable to remove references to public housing requirements and, where applicable, to insert references to RAD program requirements.

#### **Rehabilitation Loan Documents**

- Rehabilitation Loan Agreement between each RAD Entity and the Authority;
- Promissory Note by each RAD Entity in favor of the Authority;
- Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing from each RAD Entity in favor of the Authority;
- Rehab Escrow Agreement or Letter of Agreement between each RAD Entity and the Authority;
- General Depository Agreement (Form 51999) between each RAD Entity and the Authority.

#### **HUD Documents**

- Rental Assistance (RAD) Conversion Commitment (Public Housing and Section 8 Moderate Rehabilitation (Mod Rehab) Program Conversions; First Component) between each Owner Entity and HUD, together with any necessary or desirable amendments thereof;
- Rental Assistance Demonstration Use Agreement among the Authority, each Owner Entity and HUD, together with the Rider to Use Agreement Relating to Foreclosure (for PBV and PBRA RAD conversions from Public Housing) among the Authority, each Owner Entity and HUD;

- PBV Housing Assistance Payments Contract New Construction or Rehabilitation between each Owner Entity and HUD, together with Rental Assistance Demonstration (RAD); Rider to the Section 8 Project Based Voucher Program (PBV) Housing Assistance Payments (HAP) Contract for New Construction or Rehabilitated Housing (Public Housing Conversions; First Component) between each Owner Entity and the Authority, the LIHTC Rider to Housing Assistance Payment Contract (for PBV RAD conversions from Public Housing) among each Owner Entity, the Authority and HUD, and the Lender Rider to Housing Assistance Payment Contract (for PBV RAD conversions from Public Housing) among each Owner Entity, the Authority and HUD;
- Consolidated Owner Certification Rental Assistance Demonstration by the Authority and each Owner Entity;
- Certification and Assurances by the Authority and each Owner Entity;
- Termination of Mixed Finance Amendment to Annual Contributions Contract with respect to each Project between the Authority and HUD; and
- Termination of Regulatory and Operating Agreement between the Authority and each Owner Entity.

#### CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Secretary and Executive Director of the Housing Authority of the City of Tacoma (the "Authority") and keeper of the records of the Authority, CERTIFY:

- 1. That the attached copy of Resolution 2016-07-27(2) (the "Resolution") is a full, true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on July 27, 2016, and duly recorded in the minute books of the Authority; and
- 2. That such meeting was duly convened and held in all respects in accordance with law; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of the Authority present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand on July 27, 2016.

Michael Mirra, Secretary and Executive Director of the Authority

### COMMENTS FROM COMMISSIONERS

None.

10.	EXECUTIVE SESSION
	None.
11.	ADJOURNMENT
	There being no further business to conduct the meeting ended at 6:38 PM. <b>APPROVED AS CORRECT</b>
	Adopted: August 24, 2016
	Dr. Arthur C. Banks, Chair



### TACOMA HOUSING AUTHORITY

### **Real Estate Development Committee**

Commissioner Stanley Rumbaugh

### **Finance Committee**

Commissioner Minh-Anh Hodge Commissioner Derek Young

### **Citizen Oversight Committee**

Chair Arthur C. Banks

### **Education Committee**

Commissioner Minh-Anh Hodge



### TACOMA HOUSING AUTHORITY

### COMMENTS FROM THE EXECUTIVE DIRECTOR



### TACOMA HOUSING AUTHORITY

**To:** THA Board of Commissioners **From:** Michael Mirra, Executive Director

**Date:** August 18, 2016

**Re:** Executive Director's Report

This is my monthly report for August 2016. The departments' reports supplement it.

### 1. THA'S HOMELESS YOUTH PROPOSAL FOR ARLINGTON DRIVE

In July, the Board approved an ambitious resolution directing me to negotiate with the City, the County and Community Youth Services for the use of THA's Arlington Drive property for an array of uses to serve homeless youth without families, dependent children and homeless unaccompanied young adults.

This month the Board will consider a resolution pertinent to that project. It will authorize the use of two of THA's single-family homes as temporary locations for up to three years until THA can develop permanent and larger facilities at Arlington and elsewhere. One single family home will host the temporary site for the Crisis Residential Center (CRC) that Community Youth Services will manage to serve homeless youth ages 12 to 17 years. The other home will host the sanctuary home for abused or neglected children up to age 12 whom DSHS must remove from their parents and for whom DSHS does not yet have a regular foster home to take them in. Amara will manage this home.

We have begun our community consultation seeking views about these uses and the other initiatives that the Board has approved. I attach a powerpoint we are using for the purpose. The consultations to date have gone quite well.

### 2. INTERLOCAL COOPERATION AGREEMENT BETWEEN THA AND TACOMA PUBLIC SCHOOLS

The Board will also note in its packet for this month a resolution that would approve two Interlocal Cooperation Agreements between THA and the Tacoma Public School District. I am very pleased to present this resolution. Once approved by the THA Board and the Tacoma School Board, the agreements will, in the most authoritative way, memorialize and govern this innovative, growing and maturing partnership between a public housing authority and a public school district. Superintendent Carla Santorno will attend the Board meeting to address the Commissioners. The following day, on August 25<sup>th</sup>, the School Board will consider the resolutions. Chair Rumbaugh and I will attend.

### 3. CASE WESTERN RESERVE VISIT

From August 1<sup>st</sup> to August 4<sup>th</sup>, THA, Seattle Housing Authority and the King County Housing Authority hosted unusual visitors from Case Western Reserve University and partners. Professor Mark Joseph and his team study mixed-income communities throughout the nation. They are interested in what they offer and what makes them work as communities. THA, SHA and KCHA invited them to consult with us individually and together. Professor Joseph and his team spent a full day at Salishan, walking the

community and conferring with residents, THA staff and partners, including Marty Campbell as the manager of the Salishan Association, a homeowner member of the Salishan Association board, Commissioner Flauding, Community Health Advocates and the strategic planner for MetroParks. They then spent a similar day at KCHA's community of Greenbridge, and another similar day at Yesler Terrace in Seattle. They closed their visit with a final day debriefing with all the housing authorities together.

The discussions were very good. They left us with an enticing mix of new ambitions to help Salishan's residents live across lines of homeowner-renter, income, race, language, age and ability and disability. Our visitors also gave us some tools to do that. They also offered their services. I attach one powerpoint that our guests used for their presentation during their visit, and their two reports they sent us afterwards.

THA staff will be conferring amongst ourselves and Salishan residents and partners. We will then confer with our colleagues at SHA and KCHA. Stay tuned.

### 4. RAD

RAD continues to be a preoccupation for THA staff. The reconstruction work continues apace for the first phase. I attach two nice letters from residents at the E.B. Wilson Building thanking THA and Walsh for our efforts. While that work proceeds, we are racing toward the nine financial closings for Phase 2. We hope the closings will occur in September, October and November. This is the phase pertaining to that part of our portfolio that already had tax credit financing. There are nine closing because we have nine tax credit partnerships: Salishan 1 through 6, Hillside 1, Hillside 2, and Bay Terrace. We are not anticipating substantive difficulty. The challenge, however, is that each deal has at least one tax credit investor and one commercial lender whose interests must now be subordinated to the RAD Use Agreement. This requires a redrafting of documents and title insurance work. All this requires approvals from the internal processes of each of these institutions. Two of the deals also have loans that Fannie Mae has guaranteed. Fannie Mae must approve the deals. We expect its approval but its internal processes are proving to have a stately manner all their own. THA staff, our attorneys and partners are working very hard.

### 5. SOFTWARE CONVERSION

The other preoccupation is the software conversion. Last month, the Board heard Todd's report that it is going well, mainly on schedule and on mostly budget. This would be a notable achievement for a normal conversion to an off-the-shelf product. It is particularly notable for a conversion to a product we had to design ourselves.

Thank you.



## Tacoma Housing Authority

## Partnerships in Support of Unaccompanied Youth and Young Adults

### August 15, 2016

Tacoma Housing Authority 902 South L Street Tacoma, WA 98405 (253) 207-4421 www.tacomahousing.org

### Introduction

homeless youth and young adults. Their numbers are THA is working on five unique projects to help serve growing in Pierce County. THA is interested in sharing information about its projects possible solutions. The purpose of this presentation is to share information, solicit views, hear suggestions, and engaged and interested in this problem and the many encourage community members to "champion" these and partnerships to keep the community informed, efforts.

August 15, 2016

### **THA's Vision**

succeed as parents, students, wage earners and neighbors. THA envisions a future where everyone has an affordable, play, and where everyone has the support they need to attractive places to live, work, attend school, shop and safe and nurturing home, where neighborhoods are

August 15, 2016

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### THA's Mission

THA provides high quality, stable and sustainable housing and supportive services to people in need. It does this in ways that help them prosper and help our communities become safe, vibrant, prosperous, attractive and just.

# Some of THA's Strategic Objectives

# **Housing and Real Estate Development**

and individuals unable to find the affordable and supportive housing they need. THA will efficiently develop housing and properties that serve primarily families Its work will promote the community's development. Its properties will be financially sustainable, environmentally innovative, and attractive.

## Housing and Supportive Services

students, wage earners and builders of assets who can live without assistance. services. Its supportive services will help people succeed as tenants, parents, THA will provide high quality housing, rental assistance and supportive It will focus this assistance to meet the greatest need.

Ω

## Need Amongst Unaccompanied Youth and Young Adults

THA has identified unaccompanied homeless youth and young adults as some of Tacoma and Pierce County's citizens most in need:

- McKinney-Vento homeless counts continue to grow within our schools
- and young adults. There were 90 unaccompanied youth and young adults counted in Point-in-Time (PIT) counts show continued high numbers of unaccompanied youth

(this population is undercounted in organized PIT studies)

- Of the 6400 children in foster care in 2014, 1019 were in Pierce County.
- The rate of children entering out of home care in Pierce County in 2014 was 5.10%, as opposed to 2.64% in King County.

(this rate represents the number of children who entered out-ofhome care per 1,000 children in the general population.)

- There are not enough foster homes to house the youth in need
- THA programs are not readily accessible available to young adults and completely inaccessible to unaccompanied youth
- THA relies on strong partnerships to provide the specialized services these young people need.

9

## Partnerships in Support of Unaccompanied Youth and Young Adults

THA has housing dollars and development capacity/expertise to assist community partners.

unaccompanied youth and young adults experiencing homelessness and/or children in the custody of the State. Below is a list of THA's partnerships THA relies on experienced community partners to provide the services to that we will discuss in this presentation:

- Amara
- Department of Housing and Urban Development
- City of Tacoma
- Pierce County
- Community Youth Services
- REACH
- Many Lights Foundation

August 15, 2016

# Overview of Strategies by Age Group

Ages 0-12

Ages 12-17

Ages 18-24

- Emergency Crisi Sanctuary Cent (temporary location) locat
  - (temporary location)
     Emergency
    Sanctuary

(permanent location)

•Crisis Residential
Center (temporary location)

- Crisis Residential Center (permanent location)
- Rapid Rehousing rental assistance
  - Shelter
- Transitional housing

### Ages 0-17

Multi-generational housing for children in foster homes and adoptive homes  $\infty$ 

## **Emergency Sanctuary**



### **Partners**





THA is in the planning phase of this project. Its relationship with Amara is new and we are just beginning to develop a partnership.

THA would like to help the community to get familiar with Amara.

Amara has been serving unaccompanied youth since 1921. It began their work in King County. It operates an Emergency Sanctuary in King County. Amara also provides foster care and adoption services, post-adoption support and childcentered advocacy in Pierce and King Counties. 6

## **Emergency Sanctuary**



will provide a supportive living environment for children experiencing the trauma of entering foster care and awaiting placement in a foster home. In this home, Amara Emergency Sanctuary. This home will be for youth ages 0-12 years old who are THA plans to work with the Department of Housing and Urban Development to being removed from their homes while they wait for a more permanent living repurpose a vacant THA single family home that previously served as public housing. This home will be a temporary location for Amara's Pierce County

THA and Amara will work together for up to three years to develop an Emergency Sanctuary, and possibly Amara's Pierce County offices.

We have not yet identified temporary nor permanent sites for the Sanctuary. We will inform the community once we have possible sites.

## **Crisis Residential Center**

Ages 12-17

Partners:

City of Tacoma







THA proposed to work with HUD to repurpose one of its single family homes for a Like the Emergency Sanctuary project, this project will get done in two phases. temporary Crisis Residential Center (CRC) home. This home will house up to 5 youth at any given time.

specifically designed for this use. It is intended to house up to 12 youth at any In the next three years, THA plans to work with its partners to build a home

We have sites identified for both the temporary and permanent sites for these facilities. 11

## **Crisis Residential Center**

The focus in this center will be on youth who are unhoused, are dependent and have run from foster care system, and youth in protective custody due to abuse and neglect, are state being referred out of detention because their criminal involvement is solely related to homelessness. The center will be a therapeutic, home-like setting that is staffed will meet all of the basic needs of the children: transportation to counseling, meals, clothing, hygiene supplies, and assistance in school and other scheduled appointments, individual and group 24 hours a day, seven days a week. The services at the home accessing medical and dental services. The proposed provider partner for the CRCs in Tacoma-Pierce dentified by the City of Tacoma and Pierce County to provide these services as well as shelter and day center services to County will be Community Youth Services (CYS). CYS was Pierce County unaccompanied youth and young adults.

runs a youth shelter, day center, transitional housing and a crisis CYS has been operating in Thurston County for 46 years. CYS residential center in Olympia. They have also been running a temporary young adult shelter in Beacon Senior Center in Tacoma since November 2015. [continued]

## **Crisis Residential Center**

# Proposed temporary location

(off of E 64th between McKinley Ave and Pacific Ave) Temporary Crisis Residential Center 120 East Bismark, Tacoma



House: 1,428 sq ft 1.75 Bathrooms Garage: 528 3 Bedrooms



- Will house up to 6 youth at a time
- Proposed to be open by **November 1, 2016**

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# Proposed Permanent Location

THA will work with the City of Tacoma, Pierce County and Community Youth Services to build a new 12-15 bed crisis residential center (CRC) home on a vacant parcel that THA owns near East 38th and Portland Ave. We call this site Arlington Drive.



## **Master Planned Campus**









THA will work with CYS and other community partners to master plan the entire Arlington approximately 2 buildable acres on the site. In addition to the CRC, other possible uses of parcel to provide services and housing for people 12-24 years of age. There are the site include:

- CYS offices
- Longer term housing to be defined later
- Social enterprise for youth and young adults
  - Educational opportunities



duplicate in some way in Pierce County. A site operated by Friends of Youth in Kirkland in a model we hope to

16

# Rapid Rehousing Rental Assistance:

### **Partners**:





THA invests \$1.288 million housing dollars per year into the Pierce County homeless system since 2012. Of that amount \$288,000 per year is designated to be used to provide rental assistance for homeless young adults 18-24 years old. REACH is the provider partner for this investment. REACH administers the program under housing search and employment assistance. REACH partners with Vadis, Shared Housing the name Housing for Success (H4S). REACH provides case management, help with Services and Associated Ministries.

These dollars have been used to great effect.

- REACH serves an average of 29 young adults per month;
- REACH served 56 unique young adults in 2015; and
- The young adults stay on the program for less than two years and have low rates of return to homelessness after their participation in the program.

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# Multi-generational Housing:

Partners:

MANY LIGHTS

Foundation. Many Lights is a small non-profit partner that will serve to facilitate services THA plans to develop a multigenerational community in cooperation with Many Lights for this project.

We would call this project Hope Lights Community. The plan is based on a successful model in Portland and Illinois that includes children, adoptive or kinship families, and

per week of volunteer activity in exchange for reduced rents. The support that the model permanent placements in the family unit. In turn, the families are "grandparent helpers," and to the fostering or adopting parents. The elder commit to a minimum of eight hours Elders serve as honorary grandparents providing support and nurturance to the children provides to an adopting or kinship family is paramount to the success of multiple supporting elders in living a vibrant life.

Avenue in Tacoma, WA. The development is in the early planning phase and might move The proposed development site is located at the corner of 60th Street and McKinley forward in 2017 or 2018.

## Questions or Comments

Please share your questions, comments, concerns:

Contact:

April Black Deputy Executive Director

Tacoma Housing Authority

253.207.4474

ablack@tacomahousing.org

August 15, 2016







## Mixed-Income Communities Triple Aim Impact in

A Joint Venture of

Trusted Space Partners and

National Initiative on Mixed Income Communities



The existential challenge for a diversifying, polarized America:

Strengthening the "social fabric" so that we <u>all</u> thrive together Housing and neighborhoods are the focal platforms for opportunity and inclusion in our country today

## "Ending the Segregation of the Poor" Social Change Imperative:



How can we promote and sustain economically and How can we decrease concentrated poverty? racially diverse communities?



## National Initiative on Mixed-Income Communities **Roles and Services**

## Research and Evaluation

Research studies Evaluation projects Scans of the field

### Information Provision

Resource website
Mixed-income
database
Mixed-income library

## Networking/Convening

Mixed-Income Network Learning Exchanges

### Consultation

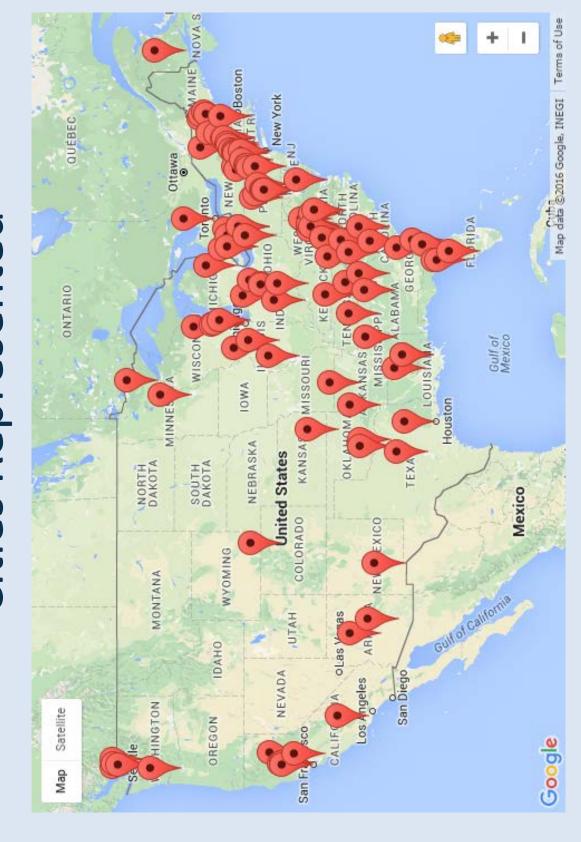
Project design and execution Operating culture shift Community engagement Data management

On Mixed-Income
Communities

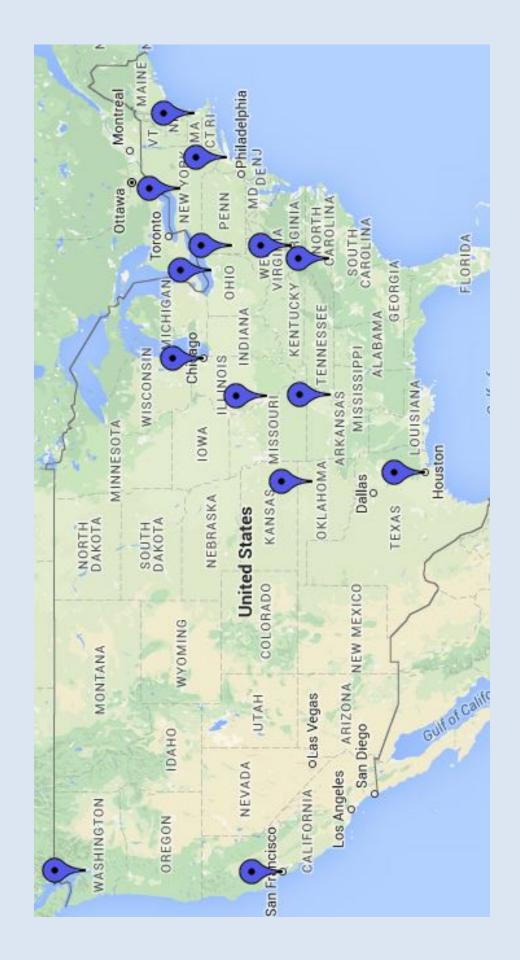
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nimc.case.edu
@MixedIncome
#integratingtheinnercity

## Mixed-Income Development Database Cities Represented



# Cities with Current NIMC Projects



# Mixed-Income Research

Chicago Plan for Transformation with University of Chicago

**HOPESF, San Francisco** 

led by Learning for Action

Cascade Village, Akron, Ohio

**Choice Neighborhoods National Evaluation** 

led by Urban Institute

**State of the Field Scans** 

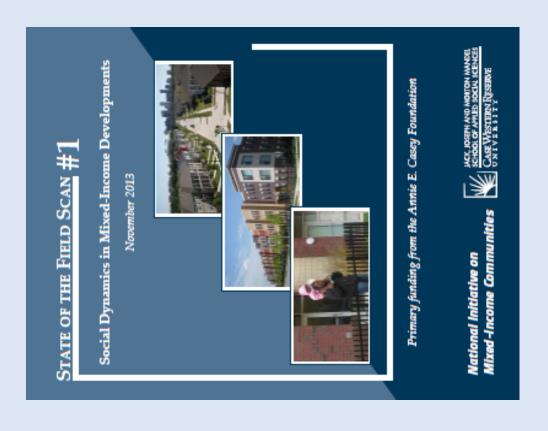
Social Dynamics (31 sites)
Resident Services (60 sites)

Hope VI Production and Services Analysis with MIT

On Mixed-Income

Communities

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# Mixed-Income Consultation

## **New Communities Initiative**

with Dept. of Planning and Economic Development, Washington D.C.

## **Cleveland Choice Neighborhood**

with the Cuyahoga Metropolitan Housing Authority

# Mixed-income development in Pittsburgh

with Housing Authority of the City of Pittsburgh and Trek Development

# **East Baltimore Redevelopment Initiative**

with the Annie E. Casey Foundation

## Data management strategies

with Urban Strategies, McCormack Baron

## **Community Life Model**

with The Community Builders





JACK, JOSEPH AND MORTON MANDEL SCHOOL OF APPLIED SOCIAL SCIENCES CASE WESTERN RESERVE U N I V E R S I T Y

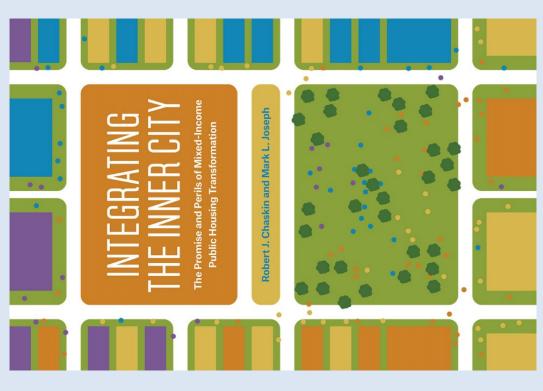
## New Book!

Integrating the Inner City:
The Promise and Perils of Mixed-Income
Public Housing Transformation

Robert Chaskin & Mark Joseph

November 2015 University of Chicago Press





## Defining and Assessing "Success" in Mixed-Income Developments

- 1) Promoting and sustaining mixed-occupancy
- 2) Increased quality of life: physical environment
- 3) Building community/"effective neighboring"
- 4) Promoting individual social/economic mobility
- 5) Nhood revitalization, without displacement



# "Incorporated Exclusion"

Physical integration reproduces marginality and leads to withdrawal and alienation rather than engagement and inclusion.

Chaskin and Joseph (2015)

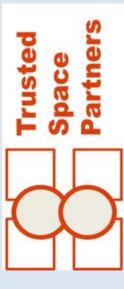




# Mixed-Income Property Management

- The most important place to start strategizing
- Very different from conventional management
- Far beyond rent collection, rules, and repairs
- The front line for "stewardship" and "co-investment"
- The front line of mixed-income community building

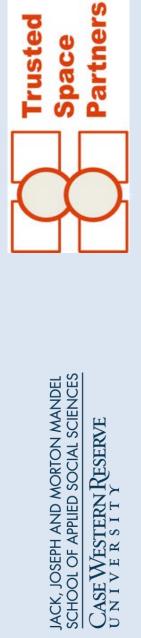






# **Building Effective Neighboring**

- Will not happen naturally
- Must "activate the mix"
- Must start early and proactively
- Must be highly intentional
- It's everyone's job
- There are specific practices that work



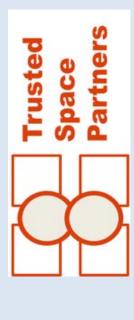
on Mixed-Income Communities

National Initiative

## Toward Shared Norms and Expectations

- Think broader than rules and sanctions
- "Stewardship", "co-investment", empowerment
- Requires a change of mindset of everyone
- Requires a change in "operating culture"
- Nurtured in every single interaction

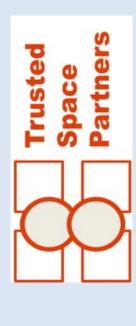




## Promoting Social and **Economic Mobility**

- Anticipate trauma and isolation
- Anticipate distrust
- Requires an "opt-in"
- Services and programs alone will not achieve this
- Requires comprehensive partnerships





## The Triple Aim Framework for Mixed-Income **Development**

Physical, Economic and Social Revitalization **TRANSFORMATION** COMMUNITY Investment Operating Culture INDIVIDUAL

OPERATING EFFICIENCY

Increased property revenue and property reduced costs

Social and Economic

Advancement of All

Residents

**TRANSFORMATION** 

### **Partners** Trusted Space



**Bill Traynor** 



### **Designing Pivotal Moments** For Community Change

## Four Areas of Endeavor

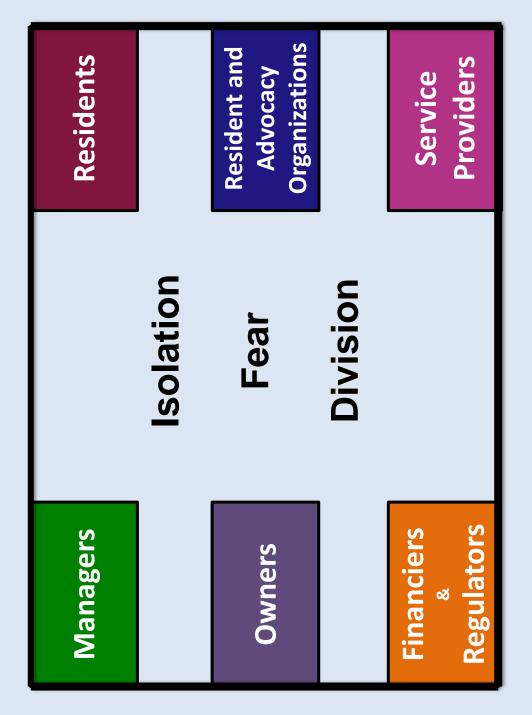
- **Network Organizing**
- Institutional Co-Investment
- **Housing Communities**
- **Quality of Life Marketplaces**

## Recent Clients and Partners:

- POAH in Boston, MA
- HMR in Quincy, MA
- CPDC in Washington, D.C.
- <u> Irek Development, Pittsburgh, Pa.</u> New Communities Initiative, D.C.
- Ed Foundation, Birmingham, Ala
- **Neighborhood Connections**, Cleveland, Ohio
- Lawrence Community Works, MA
- Impact Silver Spring, MD



## **Typical Affordable Housing Operating Culture**



Difficult to solve problems, innovate and achieve long term viability. Individuals suffer and resources are wasted.

## Operating Culture in 2013

- People do not speak when passing.
- Staff sit "locked up" behind fortress offices, never walking the property.
- Residents do not exchange favors or visit each other's homes.
- People throw trash or don't pick it up and never report broken lights etc.
- Staff scared of holding meetings, even when there is good news of redevelopment; Most residents show no interest in attending meetings or programs.
- Resident service providers and managers do not like each other and rarely speak.

**Edgewood Terrace in** 

Washington DC

792 units on 13 acres

2000+ residents

- Security guards treat everyone as if they are doing something wrong.
- Staff rarely meet with each other to discuss common issues and strategies.
- Asset managers are rarely on site.

Three On-Site Partner Programs

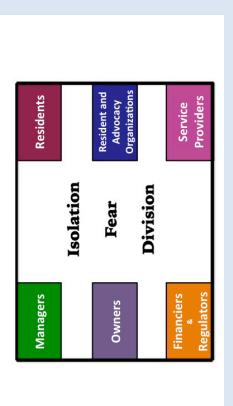
32 staff members

Resident association is only four or five of the same people, never reaching out to others.

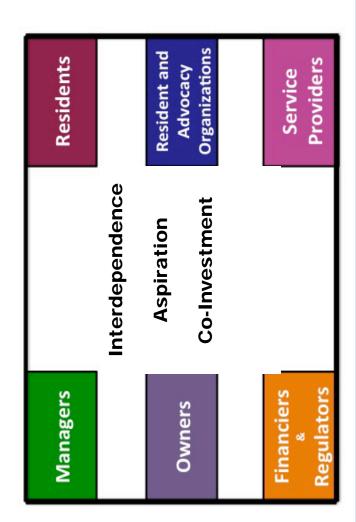


### **WE BELIEVE**

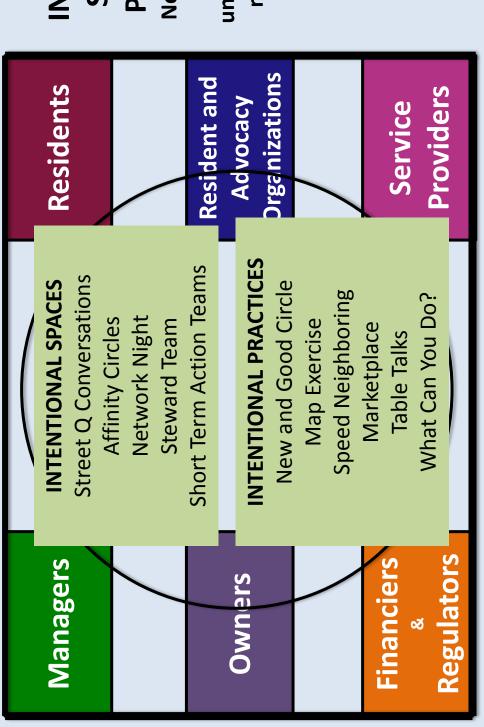
# Our Goal is to Shift the Operating Culture from this...



### To this....



## **HOW DO YOU SHIFT OPERATING CULTURE FROM** INTER-CONNECTED AND ASPIRATIONAL? **ISOLATION AND FEAR TO**

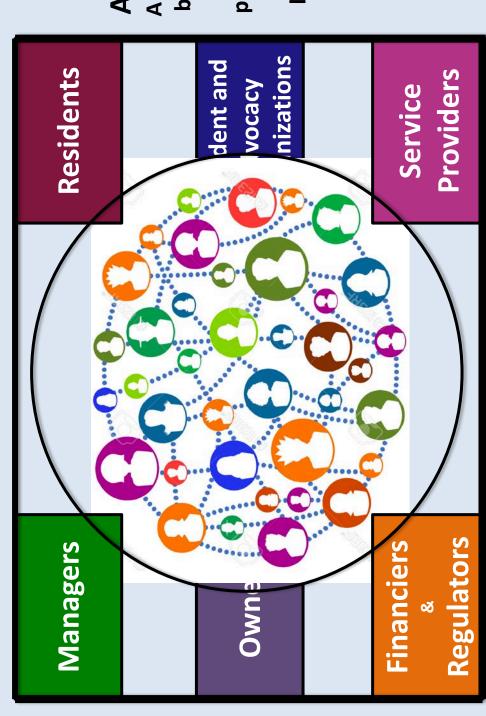


SPACES and PRACTICES =

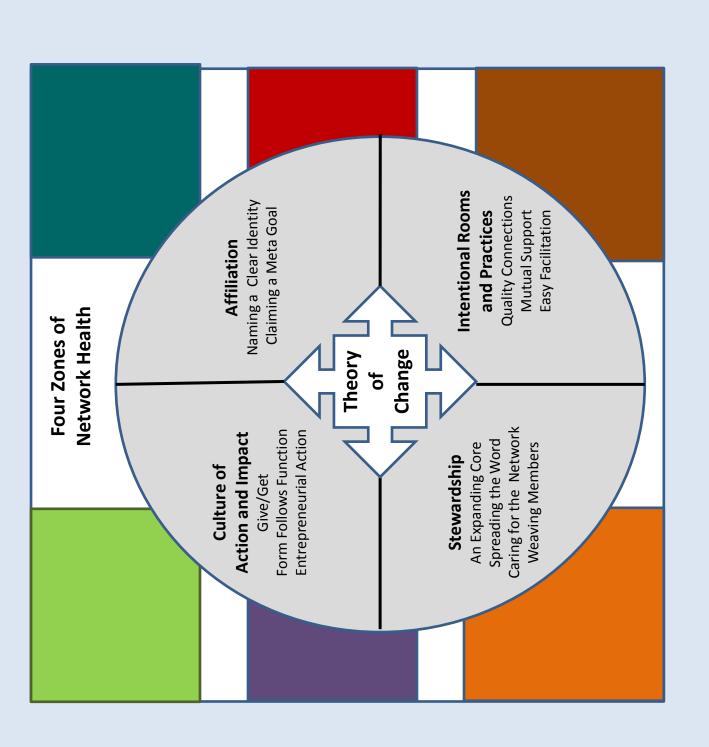
New exchanges of value, new understanding and relationships of

greater trust.

### AND...



A NEW FORM =
A NETWORK of peerbased relationships,
practicing shared
problem solving and
innovation across
lines of difference.



## **BOTTOM LINE:**

- We cannot "solve" cultural, system or community dysfunction with programs and projects.
- Instead, we can replace the current reality with a new reality based on respect, mutuality, genuine caring for the future and a willingness to take risks together.



### Step One: Form an initial and diverse team of sparking stewards.



Step Three: Understand the Importance of "Interdependence Versus Altruism"



### Step Two:

Embark on a listening/observation campaign to understand the current operating culture.



Step Four: Use a "Moment of Opportunity" As Catalyst for Shaping New Operating Culture



## Now "Oakley Square Apartments" - West Side of Chicago

## Campaign

The Q Campaign came from a desire at St. Stephen's to use the pivotal moment of new ownership and significant capital investment to catalyze a culture shift at St. Stephen's, accompanied by a 'perception shift' in the larger community, whereby residents participate – with each other and with the new owner/manager – to play a more active role in contributing to quality of life and the stewardship of community life.

Monthly 'Network Night'

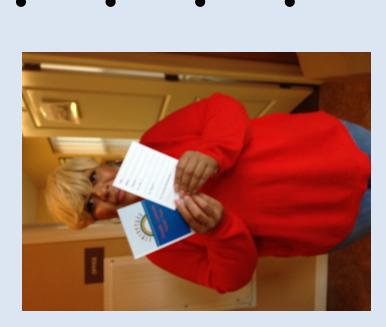
Contest

"Resident Ideas to Improve Quality of

"I was most surprised by my older residents coming out and wanting to be a part of it. Some of our Home bound residents came out. Also I was surprised at the age range...we have even had some teen-age boys who came and stayed and participated with the older folks." Mel Rush - PM

"I am excited because residents are excited about how Joi's idea picked and that it was actually happening and it has created a little buzz about the next Q contest. I personally can't wait to do this again and think that the momentum is really going to build over the next contest. The impact is huge on our ability to work together, in my opinion, as we have residents, CL staff, and PM staff really getting involved as a team." Julianna Stuart, Community Life Staffer

## Step Five: Agree on New Behaviors to **Model for New Operating Culture**



- Special Human Beings versus Needy Residents
- Appreciative Human Beings versus Expert Helpers
- Replacing Negative Assumptions
  About the Other
- Shared Problem Solving and Innovation

## Step Six: Introduce New Spaces and Practices with Quality, Zest and Consistency

## NETWORK NIGHT

## 4 Components in 90 Minutes

- New and Good: People are brought into a circle to share name and something new or good that has happened in their life in the past few weeks, giving everyone the opportunity to speak or pass.
- want to have and would agree to host. 3-4 of these are selected and participants are invited to propose conversation topics that they 
   Table Talk: 20-25 minute small group conversations. Individual
   participants choose which conversation to participate in.

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m

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- Marketplace: Convened back together in a circle, participants bid for time to make specific offers and requests of skills, talents, capacity, advice and stuff.
- **Bump and Spark:** Fun energetic ending as people are invited to close the deal on any new matches or connections they made, and to help clean up the space.





## **EVERYONE**, and NOT a Resident Organization Step Seven: Form a Network That INCLUDES



# Four Stories of Transforming Operating Cultures



Edgewood Commons in Washington DC 792 units on 13 acres 2000+ residents/32 staff members



Oakley Square in Chicago, Illinois 221 Units Renovated Apartments



Dinwiddie Street Housing in Pittsburgh, Pa. 120 Townhomes and Apartments 300+ residents/4 staff members



Century Building in Pittsburgh, Pa.

# 18 month outcomes at Edgewood

- and effective practice for coming together monthly to share food, exchange and the 30+ people who provide a wide array services, have an established A community of over 2,500 lower income people of diverse backgrounds, small favors and solve concrete problems.
- community change, as opposed to externally imposed programs and decision encourages and supports resident-led initiatives as the primary means of The shared operating culture of the Edgewood community now actively
- At least 300 people are actively connecting with and providing mutual support with neighbors in ways not possible one year ago.
- At least 100 people are pursuing better economic and social paths as a result of a new connection and/or relationship in the network.
- committed to and actively working to expand the One Edgewood Network, A core group of 30 diverse people (20 residents and 10 staff) are fully based on principals of interdependence and shared quality of life.
- Seven residents and three staff devoted 80 hours to increasing their

leadership skills and their collective sense of trust and shared mission.





### Promoting Successful Mixed-Income Communities Tacoma Housing Authority

### **Strategic Assessment Memo**

### Triple Aim Impact Consulting August 2016

Thank you again for the extensive effort you put into organizing our visit with your staff and partners last week. We learned a tremendous amount about your local context and all that has been accomplished thus far. We are impressed by the successful redevelopment journey you and your partners have traveled thus far and inspired by your commitment to taking the work to another level as you move into the next phase of mixed-income occupancy and sustainability. We are gratified for your feedback that our presentations and discussions were valuable and came at an opportune time for the local work.

This memo supplements the summary memo that we have produced for all three housing authorities that hosted our visit. In this strategic assessment memo we focus on your specific context, opportunities and challenges and make recommendations about action steps for your to consider and ways that our Triple Aim Impact team might support you moving forward.

### Particular nature of your moment of opportunity and challenge

At Salishan, the massive redevelopment project is moving into its final phases and the housing authority's attention can shift to the opportunities and demands of promoting a vibrant and inclusive mixed-income community.

Key characteristics of this moment:

- An increasing critical mass of homeowners with the resultant benefits and challenges
- Early recognition that the conventional structure and expectations of a homeowners association will likely not promote the desired sense of community at the development
- Broadened interest from city council members in the evolving community

 Growing questions among THA leaders about the appropriate role for THA's stewardship of the completed community and whether it should "pull back"?

### Areas of good momentum

We noted many areas of strong momentum that provide wonderful assets for you to build on, including:

- On-site amenities
  - o The expansion of health clinic
  - o A bank locating on the site
- Burgeoning efforts for youth and education
  - o children's savings accounts
  - o new childcare center
  - improving school performance
- The successful work of the 18 community health advocates, both for the community members and as a supportive peer network among themselves, and the enduring support of the Foundation for Healthy Generations
- The strong work of the Community Builder and her partners, evidenced by, for example, the increasing scope of and participation in National Night Out
- The improvement of a major area amenity with the revitalization of Swan Creek Park
- The increasing stewardship displayed by community residents around Pea Pod community garden areas

### Other key assets you have to build on

In addition to those areas of momentum, there are other key assets, some that you have already "activated" and others that could perhaps warrant more attention and be better leveraged.

### Assets being activated

- Marty's commitment to the neighborhood and role with the homeowners association and city council
- Janice's role as a resident weaver

### Assets that are possibly underutilized

- As she herself expressed, your Community Builder Nicole feels underutilized
- Better use of Swan Creek Park to engage youth, not only for their own enjoyment and recreation, but as volunteers, guides and ambassadors for this neighborhood amenity

- Community gatherings that could be used more effectively to build neighboring networks and practices
- Local entrepreneurial spirit among the residents, particular immigrants

### Key questions we have

We are left with a few unanswered questions, including:

- What does it mean for THA to be a "social justice agency"? How deeply and
  widely beyond Director Mirra, is this characterization used, understood and
  embraced within the TCA? How might this social justice framing be used to help
  explain the enduring role of the housing authority in the Salishan mixed-income
  community and ways it needs to shift?
- How would you assess the quality of property management at Salishan, their areas of strength and areas for improvement, and the readiness and capacity of that team to engage in the paradigm and operating culture shift required to be a strong strategic partner in this next phase?
- How can the interest of the city council representatives best be leveraged?
- At what point might the community be ready for a "quality of life covenant" process, where collective decisions and statements are made by residents and staff together about expectations and commitments for mixed-income community life?
- What forms outside of the current association are or will be needed to support the mission and imperative of 'activating the mix' and cultivating neighboring and stewardship across lines of difference

### **Key short-term threats/limitations**

In our assessment, some of the key short-term threats and limitations to mixed-income success at Salishan include:

- The lack of resident voice and participation, the sense among renters that "my voice doesn't count"
- The dominance of homeowners and the conventional legalistic (and thus exclusionary) approach to decision-making about the community
- The lack of communication and coordination among the staff teams: THA community services, community health advocates and community builder (and property management)
  - We noticed a lovely Vision of Salishan diagram (in the form of a tree) in the community health advocates office and wondered if that was just the advocates' Vision or had it been generated and shared with community services, the community builder and property management as well?

- The underutilization of your Community Builder and your existing community gatherings
- The dominance of a "service provision/client orientation" to the support strategy for residents, rather than a "stewardship", "co-investment", empowerment approach
- The gap between Director Mirra and Deputy Director Black's evolving conception of the necessary paradigm shift and the rest of the agency. Questions about vertical alignment and horizontal alignment among staff members and partners regarding the nature of mixed-income enterprise
- The need for THA leaders to re-conceptualize what they are seeing as a time to "pull back" as rather a time to aggressively "lean in" to a new role around cultivating stewardship among other partners and community members

### Critical questions you must answer/decisions you must make

We recommend that several key questions should be considered and answered by THA leadership, staff and partners, including:

- What would it mean for THA to take a more aggressive and intentional role in promoting a new operating culture/paradigm shift?
- Who should be in the initial small group of "Sparking Stewards" to meet, plan and launch a new mindset and mode of operating and engaging?
- What new "forms" of collaborating and network building are needed as a platform for sparking and sustaining this paradigm shift?
- What is the relevance and role of race in this shift? In a community with such high ethnic and cultural diversity, what is the enduring relevance of race? How can racial disparities and stigma be acknowledged and addressed and how can the community diversity be leveraged as an advantage?

### Specific action steps you should consider taking

We propose the following specific action steps:

- Determine how to operationalize co-investment and synergy among the community health advocates, THA community service, community builder and property managers. Consider the formation of regularly scheduled "synergy meetings" among this team. This group should consider ways to launch a "movement" for a different kind of operating culture at Salishan.
- Replace the Town Hall format with a monthly Network Night
- Hold quarterly Community Assemblies for all residents, designed to provide more participatory decision-making opportunities

- Initiate more block-by-block neighbor connections using the Neighborcircles format (three successive meals among neighbors)
- Used the initiation of the Children's Saving Accounts program to launch a highenergy high-profile integrative campaign around promoting the success of all children in neighborhood – design it to engage homeowners as well as renters as well as teachers and other community stakeholders
- Consider launching a Young Stewards Program in Salt Creek Park
- Consider ways to catalyze local economic marketplace activity around the community gardens and other local entrepreneurial activity – to promote microenterprise exchange and also an opportunity to build stewardship, resident integration, and capacity building

### Potential roles Triple Aim Impact could play

There are a number of roles that Triple Aim Impact could play to support the next phase of work by THA, including:

- Coaching of agency executives and other key initiative leaders
- Facilitate the process of defining "mixed-income success" at Salishan
- Support the development of metrics and measurement strategies to track and document progress toward goals
- Coaching of the "Sparking Stewards" team of staff, partners and residents
- Site visit(s) to co-implement network organizing activities: Network Night,
   Neighborcircles and the Community Assembly
- Best practice scans of the field for information specific to initiatives and strategies being launched at Salishan





### Promoting Successful Mixed-Income Communities King County Housing Authority Seattle Housing Authority Tacoma Housing Authority

### Strategic Assessment Memo SUMMARY

Triple Aim Impact Consulting

### August 2016

### Overview

We greatly appreciate the generosity of spirit and time that staff, residents, institutional partners and community members from the three housing authorities committed to our visit. We are inspired by the impressive accomplishments already achieved and the honesty and passion with which you discussed the opportunities and challenges that lay ahead. We learned a tremendous amount from our visit and are grateful to know that our visit has contributed to your thinking as well.

This seemed to be an opportune moment for our visit for all three sites and we urge you to strive to expand the energy and conversation to other staff and partners who were not able to participate in the meetings with us and to, above all, make time to keep the momentum going toward a "paradigm shift" in the approach to the mixed-income transformations.

This summary memo provides a restatement of some of the key points that we shared with you about what we have learned and our general recommendations for successful mixed-income development. We then summarize what we see as some of the key themes and topics that are common opportunities and challenges for the three housing authorities. We dedicate a separate memo to our understanding and brief assessment of each housing authority's unique context and our specific recommendations for possible action steps. In the individual memos, we also provide a sense of the role that Triple Aim Impact might play to support you each as you move forward.

### Findings from the Field, Our Philosophy, and Implications for More Effective Practice

Broad mixed-income success framework:

- 1) Promoting and sustaining mixed-income occupancy
- 2) Improving quality of life through physical transformation
- 3) Building community/effective neighboring
- 4) Promoting individual social and economic mobility
- 5) Promoting neighborhood revitalization, without displacement

### Our basic assessment:

The mixed-income field has achieved strong success in physical transformation and neighborhood revitalization. There has been mixed success at promoting mixed-income occupancy and there are significant concerns about how to sustain it over the long-term. The field has thus far failed to promote effective neighboring and broad-scale individual mobility. Instead of integration into the development, the neighborhood and the social and economic mainstream, low-income families in mixed-income developments experience "incorporated exclusion."

### Our prescription:

Promoting successful mixed-income communities will require two fundamental shifts:

A GOAL SHIFT from separately-defined goals for asset management, property management and resident services to a unified "triple aim" framework which emphasized the shared interests of owners, managers, service providers and all residents.

An OPERATING SHIFT from narrow focus on maintaining compliance, meeting needs and solving problems to a more aspirational "operating culture" designed to create the kind of "stewardship" and "co-investment" among owners, staff and residents needed to achieve long-term, sustainable individual and community transformation.

Implications for more effective practice

### Mixed-income property management

- The most important place to start strategizing
- Very different from conventional management

- Far beyond rent collection, rules, and repairs
- The front line for "stewardship" and "co-investment"
- The front line of mixed-income community building

### "Effective neighboring"

- Will not happen naturally
- Must "activate the mix"
- Must start early and proactively
- Must be highly intentional
- It's everyone's job
- There are specific practices that work

### Promoting shared norms and expectations

- Must think broader
- "Stewardship", "co-investment", empowerment
- Requires a change of mindset of everyone: staff and residents
- Requires a change in "operating culture"
- Should be nurtured and modeled in every single interaction

### Promoting social and economic mobility

- Anticipate trauma and isolation
- Anticipate distrust
- Requires an "opt-in"
- Services and programs alone will not achieve this
- Requires comprehensive partnerships

### Key Cross-Cutting Themes and Issues for the Three Housing Authorities

There are numerous issues that are common concerns across the three housing authorities. We would highlight:

• Defining mixed-income "success"

Given your particular context, how would you define what success means for your mixed-income transformation? How will you track your progress and ultimate achievements? How can you have this conversation in a serious way with the key staff and partners now and in an ongoing way? How can you keep this bigger picture aspiration in front of you even as your attention is drawn to the specific tasks and challenges of each development phase?

### Race

What is the enduring role and relevance of race? How does an understanding of historical and existing structural racism and other forms of exclusion and disparity inform the approach to promoting individual and community transformation? What are the particular assets and challenges represented by the cultural diversity and significant immigrant/refugee populations – and how is the reality of the stigma and marginalization of blacks still relevant within that context?

### Reconceptualizing the mixed-income enterprise

What are the key components of the mixed-income transformation effort? Are the roles and responsibilities clear and are you "connecting the dots"? You know this is about more than housing? But what else?

- Mixed-income property management
- Effective neighboring/stewardship
- Social and economic mobility for youth and adults
- Integration of the development and neighborhood
- What else?
- Undertaking a major "paradigm shift" within the housing authority and among all partners and residents

From housing agency to antipoverty agency to empowerment agency. From fear and compliance to aspiration and co-investment. Complementing services and programs with staff and residents as stewards of individual and community transformation. From silos and stovepipes to strong alignment and coordination.

### Redefining the role of the Housing Authority

Recognizing and claiming the role of focusing on the long-term vision of mixed-income success. Not "pulling back" but "leaning in" in a new mode. Modeling the new "operating culture." Nurturing and facilitating co-investment.

### Governance

What is the role and function of conventional legal structures and processes such as homeowners associations? How should the housing authority use its role and influence? How can power-sharing be promoted not only in community building efforts but also in areas usually more tightly controlled by institutions and owners?

### Structure of the Individual Memos

The attached memo on your specific context is organized into the following sections:

- 1) Particular nature of your moment of opportunity and challenge
- 2) Areas of good momentum
- 3) Key other assets you have to build on
  - Those being activated
  - Those possibly being underutilized
- 4) Key unanswered questions we have
- 5) Key short-term threats/limitations
- 6) Critical questions you must answer/decisions you must make
- 7) Specific action steps you should consider taking
- 8) Potential roles Triple Aim Impact could play



### A Final Note Regarding Transformative Change

We imagine that as you review this long list of prescriptions and shared avenues of endeavor, you may feel a bit overwhelmed and not sure of where to start, particularly in light of how far you have come and the many financing, construction and regulatory details facing you in this immediate moment. We have learned three aspects of transformative change important to keep in mind:

- It is better to learn by doing, so jumping into action is important.
- The transformative process is iterative and exponential. Steps are layered and build upon each other (opportunities to get "two-fer-ones" and "three-fer-ones") and then hit moments of huge impact.

• The challenge of acting and living in a *new* reality, while trying to survive in the old reality is real and steps are needed to manage this challenge, which can be painful and stressful.

As you review the individual memos, we suggest that you hold three strands of endeavor in your head that are connected in an ever-expanding iterative loop of momentum-building effort:

- 1. Goal, Framework and Branding Shifts MINDSET
- 2. Operating Shifts Through Intentional Spaces and Practices ACTION
- 3. Proactive Management of the Challenge of Two Worlds at Once NURTURE TENACITY

Finally, the three of us sincerely believe that the shared paths and commitment of your housing authorities in the Puget Sound area will be referenced in the history books of public housing as regional leaders in preserving an inclusionary and social justice approach to housing in American society. Therefore, it is our fervent hope that you continue to provide strong peer-to-peer support and accountability for each other's learning and action.

Jour back. Very Valuable empolyce.

•

Mary 5. M #

To whom it may concern:

My Name is James and I live at EB Wilson unit want to Thank Tacoma Housing Authority Relocation Team and Walsh Construction for all the hard work and time that they have put into making the repair and upgrades to my unit and to EB Wilson building I just cannot say enough on how beautiful everything is turning out.

The windows are more sound proof, the heaters are very nice and they heat up very quickly, it is nice that the heater are up and out of the way and I am able to have more room so that I can utilize the space to place my furniture in front of the windows now without starting a fire in the unit.

The lighting is much brighter and I like it very much because I do suffer from depression, and the bright lights really help me on the days when it is dark and cloudy.

I now have a brand new stove and refrigerate wow!!! I love it very much, thank you.

I also, would like to say the old counters tops were worn when I moved out for my relocation. I like that the counter was resurfaced (wrap) so now I have a new counters (awesome).

Again thank you very much Tacoma Housing Authority, Walsh Construction and Relocation Team for all that has been done for me and the other Residents here at EB Wilson.





### TACOMA HOUSING AUTHORITY

### ADMINISTRATION REPORTS



### TACOMA HOUSING AUTHORITY

### **FINANCE**



### TACOMA HOUSING AUTHORITY

### Motion

Adopt a consent	motion ratify	ing the payme	ent of cash	disbursements	totaling S	\$6,494,802	for the	month
of July, 2016.								

Approved:	August 24, 2016	
		Dr. Arthur C. Banks, Chair

### TACOMA HOUSING AUTHORITY Cash Disbursements for the month of July 2016

		Check Nu				
		From	То	Amount	Totals	
A/P Checking Account						
Low Rent Module Checks	Check #'s	2,920 -	2,920	120		
Accounts Payable Checks	Check #'s	87,795 -	88,004		Margarett Carlot Harris W. (Carlot V.	
Business Support Center	Military			416,991		
Moving To Work Support Center 155,97					Program Support	
Tax Credit Program Support Center				19,475	Coding Consultan	
Section 8 Programs				115,931	Section 8 Operations	
SF Non-Assist Housing - 9SF Homes				20,021	Local Funds	
Salishan 7				21,901	Local Funos	
Prairie Oaks Operations				1,525		
Hillsdale Heights	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	an examination	2 H 4, 12 1 2 2 2	4,182		
Salishan Developer Fee				616		
Development Activity				27,256	Development	
Salishan Area 2B-Dev				325		
Salishan Area 4				3,846		
Hillside Terrace 1800 Court G Development				106		
New Look-Development				9,398		
KeyBank Building	Salar Salar	1 (Shirt 12 (Star)		3,932		
Bay Terrace II				472,260		
Renew Tacoma Housing Development				1,824,025		
CS General Business Activities	A STATE OF THE STA	Nel at their		4,128		
Community Services MTW Fund			Marin Con-	8,357	Community Condes	
Gates Ed Proj Grant			A CONTRACTOR OF THE PARTY OF TH	54	Community Service	
WA Families Fund		The state of		228		
COT-CDBG-FSS Grant		100000		31		
COT-McCarver Grant		POST CONTRACTOR OF THE PERSON NAMED IN C	The second second	94		
AMP 1 - No K, So M, No G - Subsidy				68,004		
AMP 2 - Fawcett, Wright, 6th Ave - Subsidy				60,353		
AMP 3 - Lawrence, Orchard, Stevens - Subside	у			68,123		
AMP 6 - Scattered Sites				24,725		
AMP 7 - HT 1 - Subsidy				7,671		
AMP 8 - HT 2 - Subsidy			Park to the	2,081		
AMP 9 - HT 1500 - Subsidy			PARSIER OF	4,095	Public Housing	
AMP 10 - SAL 1 - Subsidy			th Michael	22		
AMP 11 - SAL 2 - Subsidy			<b>张达州西部北京</b> 基	23		
AMP 12 - SAL 3 - Subsidy				18		
AMP 13 - SAL 4 - Subsidy				18		
AMP 14 - SAL 5 - Subsidy				31		
AMP 15 - SAL 6 - Subsidy				30		
AMP 16 - Bay Terrace - Subsidy			A CONTRACTOR	17,075		
Allocation Fund	Service Service	ec sepaliting		45,228	Allocations-All Programs	
THA SUBTOTAL				3,408,273		
Hillside Terrace 1 through 1500				1,451		
Bay Terrace 1	The second second			1,349		
Renew Tacoma Housing Operations	CHANGE OF SHEET			8,379	Tax Credit Projects - billa	
Salishan I - through Salishan 6				1,389		
Salishan Association - Operations	And the second		Ally K. J. Haire			
TAX CREDIT SUBTOTAL (Operations - billable	e)			12,568	3,420,8	
Section 8 Checking Account (HAP Payments)						
SRO/HCV/VASH/FUP/NED	Check #'s	481,785 -	481,796	19,093		
	ACH	96,146 -	97,433	2,461,367	\$ 2,480,4	
Payroll & Payroll Fees - ADP					\$ 593,5	
Other Wire Transfers						
					\$	
AL DISBURSEMENTS					\$ 6,494,8	



**Date:** August 24, 2016

To: THA Board of Commissioners

From: Ken Shalik

Director of Finance

Re: Finance Department Monthly Board Report

#### 1. FINANCIAL STATEMENT COMMENTS

I present the July, 2016 disbursement report for your approval.

The Finance Department is submitting the financial statement for the period through June 30, 2016. This is the mid-year report. As we report quarterly, and we had our mid-year budget revision approved at our May meeting, I have updated the Budgeted column to reflect the approved revised budget numbers.

2016 remains a year of transition, as we have closed on our Rental Assistance Demonstration (RAD) transaction for our existing Public Housing portfolio in April. With this transition, transactions for the Public Housing portfolio will no longer reside in THA's financial reports, and will be reported independently in Renew Tacoma Housing, LLLP. It is anticipated our RAD closing for the existing Tax Credit portfolio will be completed before the end of the year. It will not meet the August timeframe we initially were hoping for, which will also have an impact on our financials in the Housing Assistance Program (HAP) line item.

For 2016, we remain in good financial shape. We received a developer fee of \$2 million (line 12) along with \$1.25 million for a land lease payment (line 13) for the properties we transitioned at our RAD closing in April. Also, in April we finalized the sale of the last Market Rate home, and netted \$1.4 million in sale proceeds in 2016. We also transferred our Public Housing Operating reserves of approximately \$1.5 million to Renew Tacoma as part of the development phase at our RAD closing.

With all the proceeds for indicated above, line 69 shows a Year to Date (YTD) surplus of \$2,224,862. With the sales proceeds for the Market Rate homes, the overall YTD surplus is \$3,459,196 (line 73). I have attempted to project out to what the financials will look like at year end. I have adjusted the projections factoring in the transition to the Public Housing portfolio to Renew Tacoma, LLLP, and no longer being part of the financial report; the additional RAD closings; and including the Contract costs for financial consultants and lawyers for the next phase of closings. At this point in time, using the most educated assumptions, if our trajectory does not change, I am estimating a \$2.423 million surplus at the end of 2016 (line 72).

I do not see any areas of concern at the moment, but will comment on a few areas that contain anomalies, or to keep watch on as the year progresses. Additionally, as we continue to transition to RAD, we will keep monitoring the expenses associated with transitioning us over to the new platform.

- Line 3 HUD Grant Section 8 HAP reimbursement This is the category that is disbursed based on Housing and Urban Development (HUD) cash management. Initial fund disbursement is based solely upon HAP payments (line 61). Additional drawdowns are requested from HUD after MTW cash reconciliations are completed by us. Depending on our MTW expenditures, and how much we draw down in CFP at the Tax Credit RAD closing, we may end up with a surplus in MTW funds. Any difference between the Projected Actual and Budgeted will remain at HUD for future use by THA.
- Lines 15 34 Administrative Expenses There are variances both ways in this category, yet we end up with a variance of approximately 8.4% under budget. The biggest variance is in the Due Diligence area. We budgeted \$1 million, and had only expended \$16K through June. We anticipate costs to increase for the remainder of the year as we continue the Hilltop Corridor planning, and prepare for re-syndication of the New Look Apts. Even with those expenditures, I am not anticipating we come close to the \$1 million budget.
- Lines 36 40 Tenant Services The Tenant Services line items are under budget for 2016 to date. The department has been finalizing the new organizational structure and staffing. Some of the underage for Line 39- Tenant Services- Other has to do with getting the Children's Savings Account (CSA) off the ground, and other tenant service opportunities that are being finalized, such as our contract with Sound Families.
- Lines 41 45 Project Utilities This category will most likely end up a little higher than budgeted. The YTD total is high due to the Public Housing costs before transitioning to RAD in April. As the budget was based on expenditures to date, we have seen additional expenditures in this category as late bills have been coming in.
- Lines 46-47 Maintenance Salaries and Benefits This is another category where Year to date expenditures are high due to costs associated with the Public Housing portfolio before it transitioned to RAD. It is anticipated we will be close to budget by the end of the year.
- Line 54 Payment in Lieu of Taxes The dollar amount is small, but this is a category where I assumed PILOT would not be charged to THA after the RAD conversion. Per our Finance Manager, the cost remains with THA for 2016.
- Line 61 Section 8 HAP We budgeted expenses at 100% utilization, and are
  hovering over 98%. Additionally, we will not transition our existing Tax Credit
  Public Housing units over in August as originally anticipated, so that will reduce the
  HAP expenses for the year.
- Lines 70-71 Capitalized Line items YTD amounts are higher due to \$7.4 million
  of Capital Funds being transitioned to RAD development upon closing. Also on the
  Revenue side, the remainder of the Market Rate homes were sold by April, netting

approximately \$1.4 million in sales proceeds for the year. Funds were budgeted for rehab of both Family Investment Center and Salishan Maintenance shop. It is unlikely either of these will be accomplished by year end.

#### 2. INVESTMENTS

Surplus funds are invested in Heritage checking and the Washington State Investment Pool. Rates with Heritage Bank currently remain at .33%. The Washington State Local Government Investment Pool currently provides a return rate of .40%.

#### 3. AUDIT

The Washington State auditors are working on the financial portion of our audit and will have it completed in time for the Real Estate Assessment Center (REAC) submission deadline of September 30<sup>th</sup>. This will be followed by the Accountability audit.

#### 4. BUDGETS

We are focusing on creating the documents for the 2017 budget to be distributed to staff so they can start working on them. We will be asking for board input regarding 2017 budget priorities.

#### 5. YEAR END UPDATE

There is no update at this time.

## TACOMA HOUSING AUTHORITY AGENCY WIDE

		June, 2016				ru 12/31/2016	
	CURRENT MTH ACTUAL	YEAR TO DATE ACTUAL	BUDGETED YTD	VARIANCE	PROJECTED ACTUAL	BUDGETED	VARIANCE
OPERATING RECEIPTS							
Tenant Revenue - Dwelling rent	158,581	1,226,413	1,022,517	19.94%	2,006,413	2,045,034	-1.899
Tenant Revenue - Other	6,862	93,647	5,043	1756.97%	118,647	127,833	-7.19
HUD grant - Section 8 HAP reim	bursemer 2,582,743	16,477,863	17,649,523	-6.64%	34,705,726	35,299,045	-1.68
HUD grant - Section 8 Admin fee	e earned 236,582	1,576,497	1,475,806	6.82%	3,152,995	2,951,612	6.82
HUD grant - Public Housing subs	sidy 212,639		1,137,997	5.93%	2,410,850	2,275,994	5.93
HUD grant - Community Services	s 26,399	150,600	139,831	7.70%	301,200	279,662	7.70
HUD grant - Capital Fund Operat	ting Reve 82,603	165,206	798,226	-79.30%	1,596,451	1,596,451	0.00
Management Fee Income	240,956		1,879,324	-20.50%	3,188,155	3,758,647	-15.18
Other Government grants	59,738		135,835	-15.58%	229,334	271,669	-15.58
Investment income	8,553		64,701	-20.13%	103,352	129,401	-20.13
Fraud Recovery Income - Sec 8	2,247		12,500	-37.48%	15,629	25,000	-37.48
Other Revenue- Developer Fee I			1,027,950	94.56%	2,055,900	2,055,900	0.00
Other Revenue	68,144		1,168,806	37.96%	2,092,501	2,337,612	-10.49
TOTAL OPERATING RECEIPTS			26,518,057	-1.29%	51,977,152	53,153,860	-2.21
Administrative Expenses Administrative Salaries	411,367	2,568,263	2,923,563	-12.15%	5,736,526	5,847,126	-1.89
	411.367	2 568 263	2 923 563	-12 15%	5 736 526	5 847 126	-1 80
Administrative Personnel - Benef	its 160,899	1,000,113	1,171,294	-14.61%	2,200,226	2,342,588	-6.08
Audit Fees	6,965	25,326	35,733	-29.12%	71,465	71,465	0.00
Management Fees	165,476	1,154,954	1,392,782	-17.08%	2,459,908	2,785,564	-11.69
Rent	10,685	64,110	64,100	0.02%	128,220	128,200	0.02
Advertising	1,964	3,461	9,400	-63.18%	12,922	18,800	-31.27
Information Technology Expense	s 17,633	144,018	180,874	-20.38%	338,037	361,747	-6.55
Office Supplies	7,646	46,335	36,045	28.55%	100,670	72,090	39.64
Publications & Memberships	240	28,875	22,068	30.85%	44,135	44,135	0.00
Telephone	4,881	45,045	51,671	-12.82%	90,090	103,342	-12.82
Postage	4,999	16,747	26,640	-37.14%	43,493	53,280	-18.37
Leased Equipment & Repairs	8,764	60,307	46,492	29.72%	120,615	92,983	29.72
Office Equipment Expensed	4,482	72,660	51,525	41.02%	115,320	103,050	11.91
Legal	24,852	70,648	166,200	-57.49%	316,296	332,400	-4.84
Local Milage	676	4,726	5,823	-18.84%	9,452	11,646	-18.84
Staff Training/Out of Town travel	21,021	113,697	152,756	-25.57%	277,393	305,512	-9.20
Administrative Contracts	86,525	238,406	520,275	-54.18%	976,813	1,040,550	-6.13
Other administrative expenses	10,187	66,442	55,160	20.45%	132,884	110,320	20.45
Due diligence - Perspective Deve	elopment 0	16,029	501,425	-96.80%	532,059	1,002,850	-46.95
Contingency	0		58,500	-100.00%	0	117,000	-100.00

F F Or Or Or M M M M M M M M M M M M M M M	Tenant Service Tenant Service - Salaries Tenant Service Personnel - Benefits Relocation Costs Tenant Service - Other Total Tenant Services  Project Utilities Water Electricity Gas Sewer Total Project Utilities rdinary Maintenance & Operations Maintenance Personnel - Benefits Maintenance Materials	64,507 26,496 5,924 2,786 99,712 12,485 3,670 (306) 29,189 45,037	362,501 157,877 9,589 21,637 551,603 58,274 82,411 17,342 161,086 319,113	445,411 194,474 141,848 154,997 936,729 38,520 55,485 9,618 97,561	-18.61% -18.82% -93.24% -86.04% -41.11%  51.28% 48.53% 80.32%	810,001 350,754 159,589 118,274 1,438,618 88,274	890,821 388,947 283,695 309,994 <b>1,873,457</b> 77,040 110,970	-9.079 -9.829 -43.759 -61.859 -23.219
F F Or Or Or M M M M M M M M M M M M M M M	Tenant Service - Salaries Tenant Service Personnel - Benefits Relocation Costs Tenant Service - Other Total Tenant Services  Project Utilities Water Electricity Gas Sewer Total Project Utilities  Maintenance Salaries Maintenance Personnel - Benefits Maintenance Materials	26,496 5,924 2,786 99,712 12,485 3,670 (306) 29,189 45,037	157,877 9,589 21,637 551,603 58,274 82,411 17,342 161,086	194,474 141,848 154,997 <i>936,729</i> 38,520 55,485 9,618	-18.82% -93.24% -86.04% -41.11% 51.28% 48.53%	350,754 159,589 118,274 1,438,618 88,274 104,911	388,947 283,695 309,994 <b>1,873,457</b> 77,040	-9.82° -43.75° -61.85° -23.21°
F F Or Or Or M M M M M M M M M M M M M M M	Tenant Service - Salaries Tenant Service Personnel - Benefits Relocation Costs Tenant Service - Other Total Tenant Services  Project Utilities Water Electricity Gas Sewer Total Project Utilities  Maintenance Salaries Maintenance Personnel - Benefits Maintenance Materials	26,496 5,924 2,786 99,712 12,485 3,670 (306) 29,189 45,037	157,877 9,589 21,637 551,603 58,274 82,411 17,342 161,086	194,474 141,848 154,997 <i>936,729</i> 38,520 55,485 9,618	-18.82% -93.24% -86.04% -41.11% 51.28% 48.53%	350,754 159,589 118,274 1,438,618 88,274 104,911	388,947 283,695 309,994 <b>1,873,457</b> 77,040	-9.82° -43.75° -61.85° -23.21°
F	Tenant Service Personnel - Benefits Relocation Costs Tenant Service - Other Total Tenant Services Project Utilities Water Electricity Gas Sewer Total Project Utilities rdinary Maintenance & Operations Maintenance Personnel - Benefits Maintenance Materials	26,496 5,924 2,786 99,712 12,485 3,670 (306) 29,189 45,037	157,877 9,589 21,637 551,603 58,274 82,411 17,342 161,086	194,474 141,848 154,997 <i>936,729</i> 38,520 55,485 9,618	-18.82% -93.24% -86.04% -41.11% 51.28% 48.53%	350,754 159,589 118,274 1,438,618 88,274 104,911	388,947 283,695 309,994 <b>1,873,457</b> 77,040	-9.82° -43.75° -61.85° -23.21°
F	Relocation Costs Tenant Service - Other Total Tenant Services  Project Utilities Water Electricity Gas Sewer Total Project Utilities Indinary Maintenance & Operations Maintenance Salaries Maintenance Personnel - Benefits Maintenance Materials	5,924 2,786 99,712 12,485 3,670 (306) 29,189 45,037	9,589 21,637 551,603 58,274 82,411 17,342 161,086	141,848 154,997 936,729 38,520 55,485 9,618	-93.24% -86.04% <b>-41.11%</b> 51.28% 48.53%	159,589 118,274 1,438,618 88,274 104,911	283,695 309,994 <b>1,873,457</b> 77,040	-43.75° -61.85° -23.21°
FF	Tenant Service - Other  Total Tenant Services  Project Utilities  Water  Electricity  Gas  Sewer  Total Project Utilities  Indinary Maintenance & Operations  Maintenance Salaries  Maintenance Personnel - Benefits  Maintenance Materials	2,786 99,712 12,485 3,670 (306) 29,189 45,037	21,637 551,603 58,274 82,411 17,342 161,086	154,997 936,729 38,520 55,485 9,618	-86.04% -41.11% 51.28% 48.53%	118,274 1,438,618 88,274 104,911	309,994 <b>1,873,457</b> 77,040	-61.859 -23.219
F	Total Tenant Services  Project Utilities  Water  Electricity  Gas  Sewer  Total Project Utilities  Indinary Maintenance & Operations  Maintenance Salaries  Maintenance Personnel - Benefits  Maintenance Materials	99,712 12,485 3,670 (306) 29,189 45,037	551,603 58,274 82,411 17,342 161,086	936,729 38,520 55,485 9,618	<b>-41.11%</b> 51.28% 48.53%	1,438,618 88,274 104,911	1,873,457 77,040	-23.21°
F	Project Utilities  Water  Electricity  Gas  Sewer  Fotal Project Utilities  rdinary Maintenance & Operations  Maintenance Salaries  Maintenance Personnel - Benefits  Maintenance Materials	12,485 3,670 (306) 29,189 45,037	58,274 82,411 17,342 161,086	38,520 55,485 9,618	51.28% 48.53%	88,274 104,911	77,040	14.589
0	Electricity  Gas  Sewer  Total Project Utilities  rdinary Maintenance & Operations  Maintenance Salaries  Maintenance Personnel - Benefits  Maintenance Materials	3,670 (306) 29,189 <b>45,037</b>	82,411 17,342 161,086	55,485 9,618	48.53%	104,911		
0   0   0   0   0   0   0   0   0   0	Gas Sewer Fotal Project Utilities Fotal Analy Maintenance & Operations Maintenance Salaries Maintenance Personnel - Benefits Maintenance Materials	3,670 (306) 29,189 <b>45,037</b>	82,411 17,342 161,086	55,485 9,618	48.53%	104,911		
0   0   0   0   0   0   0   0   0   0	Gas Sewer Fotal Project Utilities Fotal Analy Maintenance & Operations Maintenance Salaries Maintenance Personnel - Benefits Maintenance Materials	(306) 29,189 <b>45,037</b>	17,342 161,086	9,618			,	
Or M	Sewer  Total Project Utilities  rdinary Maintenance & Operations  Maintenance Salaries  Maintenance Personnel - Benefits  Maintenance Materials	29,189 <b>45,037</b>	161,086		0010270	22,342	19,235	16.15
Or M	Total Project Utilities  rdinary Maintenance & Operations  Maintenance Salaries  Maintenance Personnel - Benefits  Maintenance Materials	45,037		0,,00	65.11%	221,086	195,122	13.31
or N N	rdinary Maintenance & Operations Maintenance Salaries Maintenance Personnel - Benefits Maintenance Materials			201,184	58.62%	436,613	402,367	8.51
N C	Maintenance Materials		176,109	126,857	38.83%	227,109	253,713	-10.49
C		3,639	70,771	51,018	38.72%	93,571	102,035	-8.29
		10,276	63,428	53,663	18.20%	117,428	107,326	9.419
7	Contract Maintenance	67,763	313,460	225,048	39.29%	508,460	450,096	12.97
	Total Routine Maintenance	92,208	623,768	456,585	36.62%	946,568	913,170	3.66
1.0	General Expenses							
	Protective Services	3,737	35,019	25,950	34.95%	57,519	51,900	10.83
	nsurance	17,480	112,210	92,330	21.53%	202,210	184,659	9.50
	Other General Expense	110,672	613,473	928,014	-33.89%	1,626,946	1,856,028	-12.34
	Payment in Lieu of Taxes	1,199	7,192	1,787	302.48%	14,385	3,574	302.48
	Collection Loss	4,563	87,754	62,911	39.49%	127,754	125,822	1.54
100	nterest Expense Total General Expenses	10,318 <b>147,968</b>	42,898 <b>898,546</b>	45,836 1,156,827	-6.41% -22.33%	95,796 <b>2,124,610</b>	91,671 <b>2,313,654</b>	4.50°
	otal General Expenses	147,500	030,540	1,130,027	-22.33 /6	2,124,010	2,313,034	-0.17
то	OTAL OPERATING EXPENSES	\$ 1,334,187	\$ 8,133,193	\$ 10,223,648		\$ 18,652,932	\$ 20,447,296	
N	lonroutine Expenditures			()				
Ex	t. Maint/Fac Imp/Gain/Loss Prop Sale	0	8,275	19,500	-57.56%	16,550	39,000	-57.56
C	asualty Losses	0	0	6,100	-100.00%	0	12,200	-100.00
S	ec 8 HAP Payments	2,691,640	15,785,415	16,939,569	-6.81%	32,535,254	33,879,138	-3.97
Te	otal Nonroutine Expenditures	2,691,640	15,793,690	16,965,169	-6.91%	32,551,804	33,930,338	-4.06
то	TAL EXPENDITURES	4,025,827	23,926,883	27,188,817	-12.00%	51,204,736	54,377,634	-5.83
-	ERATING SURPLUS/(DEFICIT)	(339,780)	2,249,504	(670,761)	-435.37%	772,416	(1,223,774)	-163.12
0	Debt Service Principal Payments	(35,156)	(35,156)	(33,791)	4.04%	(75,381)	(67,581)	11.549
Sur	rplus/Deficit Before Reserve							
App	propriations	(374,936)	2,214,348	(704,551)	-414.29%	697,035	(1,291,355)	
_F	Reserve Appropriations - Operations	1,956	1,160,515	1,696,214	-31.58%	3,371,029	3,392,428	-0.63
_0	Operations/Transfers In/(Out)	0	(1,150,000)	(1,675,000)	-31.34%	(3,350,000)	(3,350,000)	0.00
	rplus/Deficit Before Captial penditures	(372,980)	2,224,862	(683,337)	,	718,064	(1,248,927)	
C	Capitalized Items/Development Projects	(563,759)	(9,440,835)	(6,377,656)	48.03%	(10,079,642)	(\$12,755,312)	-20.989
	Revenue - Capital Grants/Property Sales	436,344	9,898,489	5,820,273	70.07%	10,685,515	\$11,640,546	-8.20%
	Reserve Appropriations - Capital	90,891	776,680	1,501,750	-48.28%	1,099,400	\$3,003,500	-63.40%

<b>TACOMA</b>	HOUSING	<b>AUTHORITY</b>
CASH	POSITION -	July 2016

Account Name	Current Balance	Interest
HERITAGE BANK		
Accounts Payable	6,879,89	2 0.33%
Section 8 Checking	2,670,29	
THA Affordable Housing Proceeds	3,121,25	1 0.33%
Scattered Sites Proceeds	10	0 0.33%
Note Fund Account	10	1 0.33%
Credit Card Receipts	10	3 0.33%
THA Investment Pool	29	0 0.33%
THA LIPH Security Deposits	9,29	7 0.33%
THDG - Tacoma Housing Development Group	159,22	9 0.33%
Salishan 7	1,219,30	8 0.33%
Salishan 7 Security Deposit	27,30	2 0.33%
Salishan 7 Replacement Reserve	182,31	4 0.33%
Salishan 7 Operating Reserve	199,56	6 0.33%
Outrigger Operations	52,16	8 0.33%
Outrigger Security Deposit	23,49	4 0.33%
Outrigger Replacement Reserve	33,12	1 0.33%
Prairie Oaks Operations	56,15	6 0.33%
Prairie Oaks Security Deposit	4,31	1 0.33%
Prairie Oaks Replacement Reserve	4,38	3 0.33%
Payroll Account	7,92	5 0.33%
WASHINGTON STATE		
Investment Pool	\$ 1,634,37	7 0.48%
1. TOTAL THA CASH BALANCE	\$ 16,284,98	0
Less:		
2. Total MTW Cash Balance	\$ 1,361,15	1
Less Minimum Operating Reserves		
2.01 Public Housing AMP Reserves (4 months Operating Exp.)	65,00	0
2.02 S8 Admin Reserves (3 months Operating Exp.)	726,00	0
2.10 Total Minimum Operating Reserves	\$ 791,00	
3. MTW Cash Available (Lines 2-2.10)	\$ 570,15	1
MTW Reserve Commitments		
3.01 Renovation/Remodel of Salishan FIC Building	\$ 579,50	0
3.02 Renovation of Salishan Maintenance Shop	286,50	0
3.03 Software Conversion for Operational Platform (VH)	316,94	2
3.04 Education Projects - McCarver & Others	310,00	0
3.10 Total Reserve Commitments (Lines 3.01 through 3.04)	\$ 1,492,94	2
MTW Cash Held By HUD		
3.11 Undisbursed HAP Reserves Held by HUD	\$ 1,741,18	2
3.20 Total MTW Cash Held By HUD	\$ 1,741,18	2

TACOMA HOUSING AUTHORITY  CASH POSITION - July 2016								
4. Non MTW Cash Restrictions	JN - July 2018							
Other Restrictions:								
	4 100 701							
4.01 FSS Escrows	\$ 102,781	-						
4.02 VASH, FUP & NED HAP Reserves	319,849							
4.03 Mod Rehab Operating Reserves	113,002		71	_				
4.04 Security Deposit Accounts	60,434			11				
4.05 Salishan Sound Families - 608	37,655							
4.06 Gates Foundation - 615, 616, 617	303,286			_				
4.07 WA Families Fund - 676, 713	13,572		- :					
4.08 Outrigger Reserves	33,121							
4.09 Salishan 7 Reserves	806,881							
4.10 Prairie Oaks Reserves	4,383							
4.11 THDG - 048	159,229							
4.12 Area 2B Sales Proceeds (Afford Hsg)	3,121,251							
4.20 Total - Other Restrictions		\$	5,286,844					
Agency Liabilities:								
4.30 Windstar Loan - 042	268,288							
4.40 Total - Agency Liabilities	1	\$	268,288					
4.45 Development Draw Receipts for Pending Vendor P	ayments	\$						
4.50 Development Advances/Due Diligence Commitmer	nts <sup>1</sup>	\$	70,000		,			
5. Total Non MTW Cash Restrictions (Lines 4.20+4.40+4.45	+4.50)	\$	5,625,132					
5. THA UNENCUMBERED (Non-MTW) CASH (Lines 1-2-5)		\$	9,298,696		The state of			
7. Agency Current Commitments:	Board Approval		Expended		oligation Balance			
Salishan Campus (PY exp plus 2016 budget)	\$ 211,924	\$	141,924	\$	70,000			
Total Current Commitments outstanding				\$	70,000			
Agency Advances for Current Development Projects	N 1 - N 2							
		\$	-					
Total Agency Advances		\$	-					



# **CLIENT SERVICES**



**DATE:** August 24, 2016

**TO:** THA Board of Commissioners

FROM: Greg Claycamp

Director of Client Services

**RE:** Client Services Department Monthly Board Report

#### 1. STRATEGIC OBJECTIVE: HOUSING AND SUPPORTIVE SERVICES

Tacoma Housing Authority (THA) will provide high quality housing, rental assistance and supportive services. Its supportive services will help people succeed as tenants, parents, students, wage earners and builders of assets who can live without assistance. It will focus this assistance to meet the greatest need.

#### 2. DIRECTOR'S COMMENT

There is no Director's comment for August. The September report will include an update on our efforts to partner with United Way of Pierce County, Sound Outreach and the Tacoma Urban League on a Hilltop Center for Strong Families.

#### 3. COMMUNITY SERVICES: Mia Navarro, Community Services Division

#### 3.1 NUMBER OF PEOPLE AND HOUSEHOLDS SERVED

#### Program Entries, Exits, and Unduplicated Number of Households Served

July 2016	Program/ Caseload Entries this Month	Program/ Caseload Exits this Month	Unduplicated Number Served (Month)	Unduplicated Number Served (YTD)
Case Staffing	4	9	26	71
Families in Transition (FIT)	0	1	14	22
Family Self Sufficiency (FSS)	5	5	138	148
General Services	14	0	14	94
Hardship	0	0	0	7

DEPARTMMENT TOTAL	41	34	339	613
Senior & Disabled	10	17	60	180
McCarver	0	2	39	42
CSA 6 <sup>th</sup> – 12 <sup>th</sup> Grade Stage	2	o	23	23
Children's Savings Account (CSA) K – 5 <sup>th</sup> Grade Stage	0	0	19	20
Housing Opportunity Program (HOP) Case Management	6	0	6	6

#### 3.2 PROGRAM UPDATES

#### 3.2.1 Education Project Update

Our long-time computer lab attendant at Bergerson Terrace, Robert McAfee, began a full time position with Safe Streets on August 1<sup>st</sup>. Mr. McAfee will be working with high school students after school at area high schools. This is his dream job and we are very excited for him. Mr. McAfee came to THA as a Families in Transition (FIT) participant in 2011. He graduated early from FIT and joined FSS in 2012. He began working for THA as the computer lab attendant for Bergerson Terrace in 2014. Please join us in congratulating Mr. McAfee!

Our long-time community partner, KBTC, has stepped in to provide summer activities for the students at Bergerson Terrace. We are beginning conversations with them about continuing that programming year-round.

The McCarver Program will host a family night in August to get feedback and ideas from the parents on the programming they would like to see in the upcoming school year. The remodel of the school is nearly complete, and the caseworkers have moved into their new office space in the McCarver Primary Building.

#### 3.2.2 General Services Program Update

In July, we welcomed a new case worker, Miranda Meier, who is working exclusively with voucher households. One of her top priorities is engaging the first cohort of Housing Opportunity Program (HOP) families who are

scheduled to end their subsidy in 2018. We are excited to have this dedicated caseworker for our HOP families. Miranda comes to us with a Family Self-Sufficiency Program background.

July was a busy month for Senior and Disabled buildings! Each building has been working hard to bring more community activities to their building. Residents have been participating in Food Sense classes, as well as trips to the farmers market with our Washington State University (WSU) volunteers. The S.A.F.E Annual banquet went very well and the S.A.F.E board would like to thank everyone for coming out to assist with barbequing, cleaning and entertainment!

#### 4. RENTAL ASSISTANCE AND LEASING: Julie LaRocque, Associate Director of Rental Assistance

Housing Choice Voucher utilization is reported at 98.3% for the month of July, 2016.

Rental Assistance (RA) continues to pull names from the 2015 HOP waiting list and issue HOP vouchers. We are continuing to update the site-based waiting list. In addition to sending letters to the last known address, we are also reaching out by email to applicants who provided email addresses.

We continue to see increases in the HAP payments in response to rent increases. We will continue to monitor both of these numbers. The average HAP payment for 2015 was \$603.91. So far, in 2016 the average HAP payment is up to \$631.07. We expect a report from Dupre and Scott regarding the rental market in mid-September. This should give us a current sense of vacancy levels in Tacoma and projected rents.

Below is a breakdown of the utilization of THA's special programs and project based vouchers:

Program Name	Units Allocated	Units Leased and Shoppers	Percentage Leased
VASH (Veterans Administration Supportive	177	161	91%
Housing)			
NED (Non Elderly Disabled) Vouchers	100	96	96%
FUP (Family Unification Program)	50	46	92%
CHOP (Child Welfare Housing Opportunity Program)	20	18	90%
McCarver Program	50	39	78%
CHAP (College Housing Assistance	25	25	100%
Program)			
TOTAL	422	385	91%

Project-Based Properties	Units Allocated	Units Leased	Percentage Leased
Bay Terrace	20	19	95%
Eliza McCabe Townhomes	10	10	100%
Flett Meadows	14	12	86%
Guadalupe Vista	40	37	93%
Harborview Manor	125	124	99%
Hillside Gardens	8	6	75%
Hillside Terrace	9	9	100%
Nativity House	50	50	100%
New Look Apts.	42	41	98%
Pacific Courtyards	23	21	91%
New Tacoma Phase II	8	8	100%
Salishan 1-7	340	333	98%
Tyler Square	15	13	87%
TOTAL	704	683	97%



# **PROPERTY MANAGEMENT**



Date:

August 24, 2016

To:

**THA Board of Commissioners** 

From:

Pat Patterson

Director of Property Management

Re:

Property Management Monthly Board Report

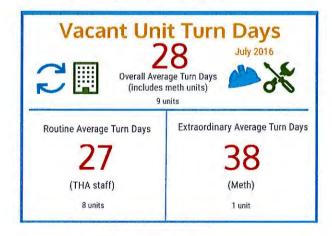
#### 1. OCCUPANCY OVERVIEW

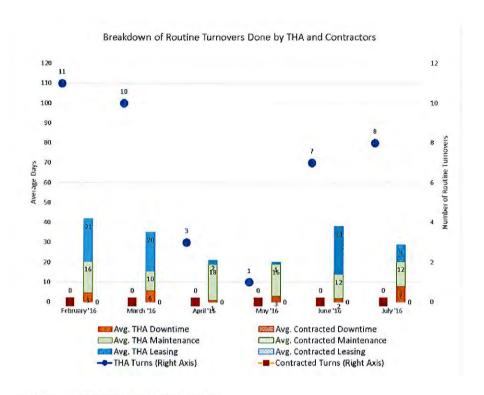
#### 1.1 Occupancy

PROPERTY	UNITS	UNITS	UNITS	UNITS	% MONTH	% YTD
PROPERTI	AVAILABLE	VACANT	OFFLINE	OCCUPIED	OCCUPIED	OCCUPIED
All Hillsides/Bay Terrace	132	4	0	128	96.97%	97.29%
Family Properties	138	26	15	112	81.163	84.27%
Salishan	631	7	0	624	98.89%	99.28%
Senior/Disabled	353	20	1	333	94.33%	95.87%
All Total	1,254	57	16	1,197	95.45%	96.46%

Unit occupancy is reported for the first day of the month. This data is for the month of July. The high vacancy rate in the family properties is attributable to units being held for the Rental Assistance Demonstration (RAD) rehabilitation and the sale of our remaining Public Housing scattered sites.

#### 1.2 Vacant Clean Unit Turn Status





Routine Turns - Performed by THA and Contractors

Today's Date

8/5/2016

Ending Month: July 2016 Beginning Month: February 2016

			Rout	tine THA Turno	ver Information	
		Total Numb	er Avg. Total	Avg. Downti	me Avg. Maintenance	Avg. Leasing
Year	Month	of Turns	Days	Days	Days	Days
201	July	8	27.3	7.9	12.4	8.5
201	June	7	37.6	1.9	12.0	24.0
201	May	1	20.0	3.0	16.0	1.0
2010	April	3	21.0	1.0	18.0	2.0
2010	March	10	35.2	5.9	9.6	19.7
2010	February	11	41.9	4.6	15.9	21.3
			Routine	Contracted Tu	rnover Information	
		Total Numb	er Avg. Total	Avg. Downti	me Avg. Maintenance	Avg. Leasing
Year	Month	of Turns	Days	Days	Days	Days
2010	July	0	0.0	0.0	0.0	0.0
2010	June	0	0.0	0.0	0.0	0.0
2016	May	0	0.0	0.0	0.0	0.0
2010	April	0	0.0	0.0	0.0	0.0
2016	March	0	0.0	0.0	0.0	0.0
2010	February	0	0.0	0.0	0.0	0.0

The average unit turn time for the month of July was **28** days for nine (9) units turned by Tacoma Housing Authority (THA) staff. Below is a list of units that exceeded THA's 20-day expectation. These units will be categorized as Routine and Extraordinary turns.

Routine means units that receive normal wear and tear that can be repaired in 5-20 days. Extraordinary means that the units have heavy damage as a result of the tenancy including meth and casualty loss that can't be repaired within 20 days.

#### **Routine THA Maintenance Turns:**

Hillside 1500 #187 (34) days: Unit was in downtime for 4 days. Maintenance work was completed in 12 days. 18 days were attributed to leasing efforts. This unit is unsubsidized and advertised on the open market as affordable. Unit was shown to 5 applicants before being accepted.

Salishan 4 4455 East Q (29) days: Unit was in downtime for 5 days due to the 4<sup>th</sup> of July holiday. Maintenance work was completed in 17 days. 7 days were attributed to leasing efforts.

Salishan 5 3909 Everett (41) days: Unit was in downtime for 2 days. Maintenance work was completed in 15 days. 24 days were attributed to leasing efforts. Unit was refused by original applicant. Decision was made to use unit for transferring Family Self Sufficiency (FSS) client. This process added an additional 7 days to get the new lease signed.

Salishan 6 2028 East 43<sup>rd</sup> (29) days: Unit was in downtime for 1 day. Maintenance work was completed in 2 days. 26 days were attributed to leasing efforts. Unit was offered to 3 applicants before being accepted.

Salishan 7 4606 Court Q (23) days: Unit was in downtime for 1 day. Maintenance work was completed in 17 days. 5 days were attributed to leasing efforts

Bay Terrace #3 (31) days: Unit was in downtime for 4 days. Maintenance work was completed in 7 days. 20 days were attributed to leasing efforts. This unit is unsubsidized and advertised on the open market. Unit was offered to 5 applicants before being accepted.

#### **Extraordinary THA Turns:**

Salishan 1 4216 East Q (38) days. Unit was in downtime for 2 days. Maintenance work was completed in 29 days. Unit was left in poor condition from exiting tenant. Repair work was extensive throughout the unit. 7 days were attributed to leasing efforts.

#### **Proposed Changes for Improvement in Unit Turn Times:**

 Downtime - Start the unit turn process within 1 day of vacancy. Reduce downtime to 1 day.

#### · Repair make ready

- ✓ Identify appropriate staffing levels needed to complete maintenance work during the move-out inspection.
- ✓ Procure contractors who will respond to request for service if needed that have the appropriate staff to assign multiple units.
- ✓ Increase inspections to deter heavy damage at move out.
- ✓ Unit work every working day. Unit is the sole priority by assigned staff.
- ✓ Use of charts to chart projected progress.

#### Leasing

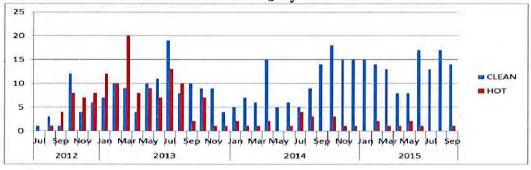
- ✓ Prescreen to identify ready applicants.
- ✓ Site-based leasing. Concentrated efforts on units. Each property staff will be responsible for the leasing efforts to fill their units.
- ✓ THA staff will undergo training to better lease our units that are not subsidized. THA is competing with the open market in some cases and having better tools and tactics will be helpful for us to attract applicants that will accept the units in a timelier manner.

Proposed

Downtime	Repair Make ready	Vacant	Total days
1	17	2	20

#### 1.3 THA Meth Data Trends

Hot Rate Trend- 533 units tested since July 2012



- 2012- 55 units tested, 28 hot 51% Hot Rate
- 2013- 210 units tested, 100 hot 48% Hot Rate
- 2014- 138 units tested, 19 hot 14% Hot Rate
- 2015- 127 units tested, 8 hot 6% Hot Rate

#### • 2016- 3 units tested, 3 hot 100% Hot Rate

As of June 1, 2016, 158 of the 533 units that have been tested for contamination have tested positive for methamphetamine. The hot rate for 2016 is 100%. This rate is based on only testing the unit when suspicious activity was discovered. The overall hot rate from 2012 is 30%.

#### 1.4 Work Orders

# Work Order Summary by Portfolio For the Month of July, 2016

		ne succeed	CO	mpleted W	ork Orae	IS				
	Emergency			Urgent				-Emergency		
Portfolio	# Completed	Month % Completed in 24 Hrs	# Completed	YTD % Completed in 24 hrs (95% HUD Sta)	at Completed	Avg Completion Days	# Completed C	Avg	£ Completed	Avg Completion Days
40										25 days HUD St
All Hillside BAY TERRACE	0	0.0%	2	100.0%			11	1.91	109	4.42
HILLSIDE TERRACE 1500 Block	0	0.0%	1	100.0%	0		3	1.67	28	5.18
HILLSIDE TERRACE PH 1	0	0.0%	0	0.0%	0	4.00	3	2.00	49	3.84
HILLSIDE TERRACE PH II	0	0.0%	1	100.0%	1	1.00	2	8.00	26	2.65
THE COURT OF THE	0	0.0%	4	100.0%	0		19	2.53	212	4.17
		0.076	*	100.076	1	1.00	19	2.00	212	4.17
Family Properties										
BERGERSON TERRACE	1	100.0%	14	100.0%	4		43	3.23	164	4.11
DIXON VILLAGE	3	100.0%	10	100.0%	0		2	2.50	57	4.23
SCATTERED SITES	0	0.0%	7	100.0%	0		2	0.50	57	3.70
	4	100.0%	31	100.0%	4	0.00	47	3.09	278	4.05
						-				
Salishan										
SALISHANI	0	0.0%	3	100.0%	2	8.00	24	11.25	248	9.67
SALISHANII	0	0.0%	5	100.0%	6	1.33	15	9.40	207	10.20
SALISHANIII	0	0.0%	1	100.0%	4	4.00	9	5.44	256	9.15
SALISHANIV	0	0.0%	4	100.0%	7	1.43	14	7.14	171	11.40
SALISHANV	0	0.0%	4	100.0%	7	3.57	5	4.00	228	11.50
SALISHAN VI	0	0.0%	2	100.0%	5	2.83	17	5.47	168	9.11
SALISHAN VII	0	0.0%	5	100.0%	5	2.20	6	18.67	130	12.22
	0	0.0%	24	100.0%	36	2.78	90	8.72	1,408	10.33
Senior / Disabled Properties					-					
STH AVE	0	0.0%	8	100.0%	0		14	6.07	107	7.34
E.B. WILSON	o	0.0%	8	87.5%	D		21	2.43	143	58.77
FAWCETT APARTMENTS	0	0.0%	4	100.0%	0		3	3.00	35	1.49
LUDWIG APARTMENTS	0	0.0%	7	100.0%	1		6	1.00	58	3.36
NORTH G ST	1	100.0%	12	100.0%	0		8	2.13	67	18.84
VORTH K ST	0	0.0%	7	100.0%	0		12	0.83	78	12.59
WRIGHT AVE	0	0.0%	2	100.0%	2		19	2.16	75	2.76
	1	100.0%	48	97.9%	3	0.00	83	2.64	563	21.11
Agency Totals:	5	100.09	6 107	99.1%	44	2.30	233	5.01	2.461	11.56

In the month of July, 100% of emergency work orders were completed within 24 hours. In July, maintenance staff completed 239 non-emergency work orders with a total of 2,461 for the calendar year. The year-to-date average number of days to complete a non-emergency work order is 11.56.

# Open Work Order Summary by Portfolio For the Month of July, 2016

		Eme	rgency	Urge	nt	Non En	nergency	A Park N
Portfo								
Portio	110	Opened	Days	Open	Days	Open Non-	< 25	>25
		Emergency WO	Open	Urgent WO		Emergency WO	Days	Days
All Hills	ide							
BT	BAY TERRACE (S8)	0	0	1	2	3	1	2
HT1500	HILLSIDE TERRACE 1500 Block	0	0	0	0	0	0	0
HT2	HILLSIDE TERRACE PH II	0	0	0	0	0	0	0
		0	0	1	2	3	1	2
Family F	Properties							
020	BERGERSON TERRACE	1	0	0	0	13	13	0
022	LOW RENT SCATTERED SITES (19	9) 0	0	0	0	0	0	0
023	DIXON VILLAGE	3	0	0	0	0	0	0
		4	0	0	0	13	13	0
Salishar	1							
SAL1	SALISHAN ONE LLC (PH)	0	0	0	0	31	31	0
SAL2	SALISHAN TWO LLC (PH)	0	0	2	8	48	47	1
SAL3	SALISHAN THREE LLC (PH)	0	0	2	7	19	18	1
SAL4	SALISHAN FOUR LLC (S8)	0	0	1	3	46	44	2
SAL5	SALISHAN V LLC (PH)	0	0	1	3	42	42	0
SAL6	SALISHAN SIX LLC (S8)	0	0	3	20	35	35	0
SAL7	SALISHAN SEVEN	0	0	1	5	24	24	0
		0	0	10	40	245	241	4
Senior /	Disabled Properties							
006	NORTH K ST	0	0	0	0	4	3	1
800	E.B. WILSON	0	0	0	0	5	4	1
009	FAWCETT APARTMENTS	0	0	0	0	3	3	0
010	WRIGHT AVE	0	0	0	0	0	0	0
012	LUDWIG APARTMENTS	0	0	0	0	0	0	0
013	NORTH G ST	1	0	0	0	2	2	0
014	6TH AVE #2	0	D	0	0	0	0	0
	White wilder wild a second of the second of	1	0	0	0	14	12	2
	Agency Totals:	5	0	11	48	275	267	8

The open work orders that are greater than 25 days is 8 in July, 2016. These repairs are scheduled to be completed in the next 30 days.

Property Management (PM) continues to bring down the number of outstanding work orders and is trying to improve customer service. Processes that PM is trying to improve are as follows:

- Make every attempt to address routine work orders within five (5) days. When this
  is not possible, contact the tenants and provide them an alternate date that they may
  expect service.
- Improve communication with the tenants when service will be delayed and/or when procurement is needed to service the request.
- Close work orders within 48 hours of completion.



## REAL ESTATE DEVELOPMENT



**DATE:** August 24, 2016

**TO:** THA Board of Commissioners

FROM: Kathy McCormick

Director of Real Estate Development

**RE:** Real Estate Development Department Monthly Board Report

#### 1. SALISHAN/HOPE VI

#### 1.1 Phase II Construction

#### 1.1.1 Area 2A, Community Core Development

The Board approved the general Master Plan Concept at its June, 2012 meeting. Staff is reviewing the Master Plan Concept and may suggest some revisions based on current community needs and opportunities and propose an alternative plan for the Salishan Core. Potential uses of the site will be coordinated with Metro Parks and the City to ensure complementary community uses for the Eastside Community Center and Salishan. Final recommendations will be delayed until planning for the Eastside Community Center is complete. Staff issued a Request for Proposal (RFP) and awarded a contract for a Retail Market Study to Hambleton Resources. The study is complete and staff has reviewed the study. The study indicated that the 44<sup>th</sup> and Q site is not an ideal location for a grocery due to it not being on a main thoroughfare. THA staff plans to meet with the City of Tacoma to talk about possible alternative sites for a grocery store. The City has expressed an interest in THA taking the lead in locating a Grocery Outlet in the area. Further conversations are underway.

#### 1.1.2 Area 2B Property Sale to Metro Parks

Housing and Urban Development (HUD) approved the disposition of the two lots. Real Estate Development (RED) is waiting for HUD approval for the remaining 16 acres. The approval has been received and the property is going through closing.

#### 2. NEW DEVELOPMENT

#### 2.1 Bay Terrace - Phase II

Construction is approximately 16.5% complete. The contractor has begun framing for all three buildings.



Framing Buildings G & H Townhomes

#### NOTE:

The following information is based on Draw 5. BTII has not encountered any unusual problems or issues.

Construction: % complete 16.5%

Budget	Total budget	Expended	Balance	
Soft Costs	4,861,258.00	2,323,164.25	2,538,093.75	
Construction	16,100,410.00	2,562,239.56	14,418,170.44	
Owners contingency	880,000.00	37,387.84	842,612.16	

#### 3. OTHER PROJECTS

#### 3.1 Public Housing Scattered Sites

Homesight and THA staff have finalized the deed restriction language for these homes. The homes will be sold at market value and THA will retain a restriction for the difference between market value and the effective sales price. The effective sales price is what a buyer earning 30% to 80% of the Area Median Income (AMI) can afford. The value of the difference between the market value and effective sales price will be captured in the deed restriction and will be forgiven after the buyer lives in the home for five years. This is the procedure outlined in the disposition application to Housing and Urban Development (HUD). Current THA residents and clients will be given first priority to purchase.

HUD has approved the use of the scattered site properties for housing homeless youth. CYS has identified a property they are interested in and Amara has also indicated they would like to use one of these properties for a similar purpose. Amara expects to find a suitable house to purchase once their fund raising campaign is complete.

	TOTAL	# of Units in Rehab	# of Units Sold	# of Units Remaining
Number of				
Units	34	10	0	*34
Financial	(To be completed as homes are sold)	Rehab Cost	Sales Price	Net Gain

Public Housing Scattered Site

#### Rehabilitation Work on Scattered Site Units and Sold

The remaining 26 homes will be remodeled as they become vacant.

Relocation activities have begun and households who are interested in purchasing are being provided with information and assistance in the home buying process. This project is being managed collaboratively with Community Services, which is working to identify and support residents who may be interested in purchasing these homes. The Policy, Innovation, and Evaluation (PIE) department has also been instrumental in navigating internal policy decisions and the RED relocation team has done an excellent job of following Housing and Urban Development (HUD) relocation procedures. 90-day notices have been distributed for those families who wish to have a voucher and need to relocate over the summer months while school is not in session.

<sup>\*</sup>unsold units

#### 3.2 Consulting and Community Engagement

RED staff submitted a proposal to the Salvation Army to provide development consulting and related work for the redevelopment of their Sixth Avenue property. Conceptually, this project will offer 69 rental units for families and individuals experiencing homelessness. A food bank and space for entities providing supportive services is also planned.

Meetings with the local Salvation Army representatives have been positive. The next step is to meet with the representatives from Seattle and finalize an agreed upon scope of work. Ideally, this project will be ready for a 9% tax credit submission in 2018.

#### 3.3 New Look Capital Planning

THA selected Buffalo Design to plan the capital work for the New Look Apartments so that refinancing for this property will begin in early 2017, with capital improvements completed at the end of 2017. At the request of RED, Brawner and Associates completed a preliminary financial feasibility assessment that compared a re-syndication of tax credits versus a refinancing using a Federal Housing Administration (FHA) loan product. The re-syndication is more favorable for THA. Staff will provide additional information for the board, along with the appropriate resolutions in the fall. Brawner will provide on-going financial analysis.

#### 3.4 Community Youth Services (CYS): Arlington Drive Property

CYS is a well-regarded organization that provides emergency and longer-term housing for youth experiencing homelessness. The organization is located in Olympia. This group has been providing overnight shelter services in Tacoma, under a contract with the City of Tacoma.

For several years the City has provided a commitment for funding that would pay for a Crisis Residential Center (CRC) and a Youth Drop-In Center. The challenge has been identifying a site that could accommodate a 5,000 square foot building; zoning and location have been a roadblock. To facilitate the development of this project, THA offered the 3.5 acre Arlington Property. This property is on Portland Avenue and is part of the original Salishan development. The board adopted Resolution 2026-06-22(5).

Staff are negotiating with the City of Tacoma about the use of the Arlington property and to ensure their commitment to fund the development of the CRC. Staff are also procuring an Architect to prepare a final design and master plan. THA will negotiate with CYS, the City of Tacoma and Pierce County regarding payment for these services. Planning is expected to start in the next 60 days. This is the time it typically takes to procure an Architect and finalize an agreement for services.

Due to the anticipated time it will take to plan the site, complete construction documents, bid the construction work and build the project, THA has offered the use of one of the scattered site public housing units. CYS found a home that would work for this interim purpose. This is an important step, as it will allow CYS to make an application for funds to support its operations. Once the new site is developed, the home will be sold as outlined in the approved Section 32 plan.

#### 4. DEVELOPMENT PIPELINE PROJECTS

#### 4.1 Intergenerational Housing at Hillsdale Heights

The Many Lights Foundation (MLF) may partner with Hope Sparks, a local non-profit that comprises five core behavioral health programs that serves children and families in Pierce County who face trauma, abuse and overwhelming life challenges. These services include behavioral health, early intervention, kinship care, home visiting, eating recovery and parent education during 2014. Hope Sparks served nearly 3,800 children and families, providing more than 27,000 family sessions and home visits agency-wide. This partnership will bring much needed confidence in the ability of Many Lights to provide services and have a meaningful partnership with THA in the development of the Intergenerational Housing Development. Staff anticipate a 2018 tax credit application for this project.

# 4.2 Hilltop Lofts and THA Owned Properties Master Development Plan THA and the City extended the timeline by two years for THA to develop the Hilltop Lofts project. Council approved the extension request at its November 3, 2015, meeting.

Three of the five planning meetings have been completed. One of the strategies to solicit insights from area neighbors was created by Chris and Kenji, local Hilltop artists affiliated with Fabitat and part of the GGLO team. They have created a red door and ask people to write down their vision for the future of the Hilltop. The analogy is that it is an open door to share hopes and dreams. The hope for the Hilltop includes Opportunity and Neighbors Treating Each Other as People.





The feedback about this process has been very positive and a series of ideas and issues which will require follow up have been identified. These include:

- Economic Equity access to jobs in the neighborhood, business start-ups and retention of existing businesses;
- Increasing Homeownership among current residents;
- Activities for youth, particularly middle school youth;
- Crosswalk and better pedestrian paths; and,
- Affordable rental housing to balance the anticipated gentrification of the neighborhood.
- 4.2.1 GGLO will be working on several development scenarios. These are designed to evaluate the number of units, target market, potential development partnerships and financial feasibility.
- 4.2.2 Hilltop Lofts: One development scenario: Four stories to achieve most development within residential prevailing wage rates.
- 4.2.3 Key Bank: Three development scenarios:
  - Keep Key Bank and do not build on top, build four story building in Key Bank parking lot, south of existing building.
  - Keep Key Bank and build on top as much as feasible. Connect to a four story building south of existing in parking lot.
  - Remove Key Bank and build new four story building on whole lot.
  - (do you want to create a scenario that includes the auto shop into one of these?)
- 4.2.4 New Look & THA Parking Lots: Three Development Scenarios:
  - New four story building on New Look Parking Lot Site
  - New four story building on THA Parking Lot Site
  - New four story building connected and wrapping around existing house between these two sites. Utilize parking lot adjacent to house and shed space behind house into the development.

#### Below is a schedule of planned community engagement activities:

#### Homework Group:

- 1. June 15, 2016, 12-2 pm Hilltop History and Planning
- 2. July 6, 2016, 12-2 pm Asset Mapping and Linkages
- 3. July 27, 2016, 12-2 pm Property Programming
- 4. August 17, 2016, 12-2 pm Building Materials and Heights
- 5. August 31, 2016, 12-2 pm Reporting Back

#### **Outreach Events:**

- 1. June 25 and 26, 2016 Rummage Sale
- 2. July 16, 2016 Movie Night
- 3. August 13, 2016 Outdoor Activities
- 4. August 27, 2016 Hilltop Street Fair

#### 4.3 Acquisition

Acquisition of the Klatt Medical Building, located at 1307 S. 11<sup>th</sup> has been identified as a potential acquisition. This is a 5,700 square foot building that could be leased to the Center for Strong Families. It will require minimal tenant improvements. The current zoning allows for an eight-story building that could accommodate estimated 80-units. This property would be land banked by THA for future redevelopment and leased during the interim for social services.

RED and its brokers are seeking additional acquisition possibilities along the Hilltop's coming light rail line, near Tacoma Community College (TCC) in West Tacoma, and some possibilities in South Tacoma.

#### 5. Renew Tacoma Housing, LLLP

#### 5.1 Construction

Property	Construction	Construction	Units	Units	Units
	start	schedule	complete	underway	remaining
		complete			
Bergerson	5/4/2016	12/31/2016	55	7	10
E.B. Wilson aka	5/4/2016	12/31/2016	43	7	27
M Street					!

Dixon Village is anticipated to start construction mid-September, 2016. On June 22, 2016, the construction team conducted the sixty-day unit walk to gather information on each of the units for the scope of work and are working on the relocation plan for this site.

The re-roofing is scheduled on a separate track to retain the subcontractor, accommodate weather conditions and accelerate schedules where possible. Roofing work started on Dixon Village and K Street and Ludwig will start in October.

Ludwig had its 60-walks to prepare the preliminary scopes of work on July 21, 2016. Construction is set to begin October 4, 2016. North K had its 60-day walks on July 28, 2016. Construction is set to begin October 10, 2016.

#### 5.2 Relocation

As of August 9, 2016, at E.B. Wilson there have been forty-three units completed and seven currently under construction. Twenty-seven are remaining for construction and relocation. Residents who are relocated over-night are provided a meal stipend based on the number of days they are out of their units along with a lodging stipend if they choose not to stay at a hotel that has been located for the RAD Relocation. Some residents chose to stay at a hotel, with either family or friends or to locate temporary housing on their own. At E.B. Wilson, day relocates are underway for the corridor flooring that is being replaced.

As of August 8, 2016, at Bergerson Terrace fifty-five units have been completed. These included vacant units, day moves and some overnight moves. Currently, four households have been fully moved out of their units and staying at hotels or with friends and family. The balance of the residents have moved out for the day and return each evening to their home.

Dixon Village is the next site to start relocation activities. Relocation has received the scopes of work and is scheduling initial intake appointments with each of the residents. Dixon Village units have the majority of the residents' household items in storage due to the amount of work anticipated. Replacement roofing has begun on some of the units at Dixon Village. Dixon Village residents are all day relocates. Relocation is set to begin August 26, 2016.

Relocation is waiting for the scope of work to be finalized and a schedule prepared for Ludwig and North K Street in order to plan the relocation activities.

#### 5.3 Watch list

**Environmental** – The Department of Ecology (DOE) will issue a No Further Action letter for 6<sup>th</sup> Street. DOE is requiring additional work at K and Wright Streets. THA will work with its environmental consultant to development work plans and present to DOE for comments. Fortunately, DOE is in support of the lower cost option for clean-up at Wright Street.

#### 5.4 Problems Encountered

#### 5.4.1 Description

Elevator turnover time is tight and could affect tax credit equity.

#### Resolution

There will be labor on one of the elevators that spills over into 2017. This is due to timing for delivery of elevator materials (14 weeks), timing of labor (minimum 10 weeks), limited crews and balancing relocation costs against shutting down both elevators. We will be able to draw down on materials in 2016; however, some labor may be charged in 2017; eliminating access to tax credit equity to pay for that work.

#### 5.4.2 Description

Citi Bank is requiring the seismic bracing at G Street to align with their engineering's directive versus the project architect and engineer's design. This will be an increased cost to the project.

#### Resolution

Walsh's Guaranteed Maximum Price (GMP) includes an estimate for doing the work in the manner recommended by THA's Architect and Architect's engineer. Prior to closing, a budget adjustment was made to pay for the additional cost; however, until final engineering is complete, the full cost is unknown. Any additional cost will be covered through contingency. The final scope of work is being prepared.

#### 5.4.3 Description

Walsh is seeking compensation for increased costs due to the delays in closing.

#### Resolution

RED reviewed Walsh's claim and presented a counter-proposal to the amount of compensation Walsh is requesting. Staff is also consulting with Brawner regarding source of payment and how it may affect the 50% test for the bond portion of the financing.

#### 5.4.4 Description

There was a lack of clarity regarding the work completed by Walsh in vacant units under RAD and the requirement to meet THA's standard for preparing units for leasing. The "unit turn" standards are different. The RAD budget and scope of work does not allow Walsh to perform additional tasks, such as complete painting, new flooring, etc.

#### Resolution

Property Management will devise a schedule for completing work on vacant units to meet the unit turn standards. This will have a minimal impact on the Property Management budget.

Budget	Total budget	Expended	Outstanding	
Soft Costs*	\$24,023,498	\$5,630,103	\$18,393,395	
Construction**	\$33,312,529	\$4,909,991	\$28,402,538	
Owner's contingency	\$ 3,343,026	\$354,642	\$ 2,988,384	

NOTE: The above reflects the budget through Draw #3. The July, 2015 Board report reflected costs through Draw #2. This Board report reflects costs through Draw #3. However, the amounts expended to-date are less than those reflected in July's Board report due to an error detected on consultant's Monthly Budget Tracking Report.

<sup>\*</sup>Excludes \$30,640,000 Site/Building Acquisition Expended at Closing Draw \*\*Includes \$3,500,000 Environmental Escrow



## **NEW BUSINESS**

# **Resolution 1**

#### **RESOLUTION 2016-08-24(1)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Authorize Investment Institutions and Authorized Signers

This resolution would update the institutions we conduct financial transactions with, along with the signers for the Tacoma Housing Authority.

#### **Background**

The annual reorganization, at which a new Board Chair and Vice Chair are elected, necessitates a resolution that authorizes their signatures for the financial institution accounts of the Tacoma Housing Authority (THA).

The resolution replaces Resolution 2014-08-27(1), which had authorized the prior officers as signers for the bank and investment accounts of the Tacoma Housing Authority and identifies the new ones, as well as the authorized THA staff members.

#### Recommendation

Approve Resolution 2016-08-24(1) replacing 2014-08-27(1) authorizing the signers for the financial institutions.

## RESOLUTION 2016-08-24(1) (Authorize Investment Institutions and Authorized Signers)

**WHEREAS**, The Board selects its chair and vice chair at its annual meeting. When these board officers change, THA needs a resolution changing the authorized signatures for its accounts at its various financial institutions; and

**WHERAS**, This resolution does that and replaces Resolution 2014-08-27(1), which had authorized previous office holders as signers; and

**WHEREAS**, The Board of Commissioners needs to formally authorize the financial institutions and the authorized signers on the accounts; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington that:

The funds of THA are hereby authorized by the laws of the State of Washington and the regulations of the Department of Housing and Urban Development to be utilized, held and invested and that said funds may be deposited with any or all of the following institutions:

BANK OF AMERICA
HERITAGE BANK
KEY BANK
J.P. MORGAN CHASE BANK
U.S. BANK
THE BANK OF NEW YORK MELLON TRUST CO.
WASHINGTON STATE INVESTMENT POOL

Or such other institutions as may be found to provide the highest interest rate.

**Be it further resolved** that any of the below designated individuals are authorized to enter into any and all transactions relating to the above mentioned institutions as they exist now or may be created in the future upon signature of any two (2) of the following designated individuals:

Arthur Banks, Chair	
Janis Flauding, Vice Chair	
Michael Mirra, Executive Director	
Kenneth Shalik, Director of Finance	
Duane Strom, Finance Manager	

authorized financial institutions and signers.

\*\*Be it further resolved\*\* that the authorized signers acknowledge and accept Heritage Bank's policy of accepting any check with one authorized signature.

\*\*Approved: August 24, 2016\*\*

\*\*Dr. Arthur C. Banks, Chair\*\*

Be it further resolved that this resolution replaces any and all previous resolutions designating

# **Resolution 2**

### **RESOLUTION 2016-08-24(2)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Updating THA's Administrative Plan

### Background

The Administrative Plan relates to the administration of the Housing Choice Voucher program and is required by Housing and Urban Development (HUD). The purpose of the administrative plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in THA's Moving to Work Plan. This administrative plan is a supporting document to the Public Housing Agency (PHA) plan, and is available for public review as required by CFR 24 Part 903.

### **Proposed Revisions**

HUD has published a number of notices that require THA to change its Administrative Plan. The major revisions to the Administrative Plan are as follows:

Topic	Revision
1. Violence Against	Adds "sexual assault" to the list of allowable reasons
Women Act (VAWA	someone can claim protection under VAWA
)Policies	<ul><li>Provides protections for Domestic Violence (DV) victims in</li></ul>
	the event of a family break-up
	➤ All households must be provided a HUD form 50066 at the
	time of admission, denial or termination
	Adds "mental health professional" to the list of authorized
	persons who might assist a DV victim and provide
	documentation vouching for the victim
2. Discrimination	➤ Within 10 business days, THA must send written notice to
Complaints	alleged violators, as well as a letter to the complainant telling
	of such notice, as well as how to complete and submit a
	discrimination form to Fair Housing Equal Opportunity
	(FHEO)
	> THA must conduct an investigation into all allegations of
	discrimination
	> THA must keep all records of such complaints as well as any
	corrective actions
3. Limited English	Utilization of a language line (telephone service that
Proficiency (LEP)	provides interpretation services), free of charge
Requirements	

Topic	Revision
4. Definition of	A family whose annual income does not exceed the federal
Extremely Low-	poverty level or 30 percent of the median income for the
Income	area, adjusted for family size, whichever number is higher
5. Arrest Record	Clarifies that arrest records alone are not cause for eviction,
Policies	termination or denial
6. Briefing Packets	➤ Include portability policies in oral briefings and briefing
	packets
	Include materials on selecting a unit
	➤ Include "Is Fraud Worth It"?
	➤ Include "What You Should Know About Enterprise Income
	Verification (EIV)"?
7. Suspensions of	Clarifies language in the Administrative Plan on the
Voucher Term	suspension of voucher terms during shopping and leasing
	periods. THA offers up to 120 days for shopping.
	"Suspension" of these days would mean excluding days
	counting toward the shopping time at certain times during
	the process. An example is the days it takes THA to schedule
	and complete a move-in inspection.
8. Additional Exclusions	➤ Adds 11 sources of income to the list of additional
from Annual Income	exclusions from annual income
9. Housing Quality	<ul> <li>Revises minimum space standards to reflect a person per</li> </ul>
Standards (HQS)	bedroom occupancy standard.
Inspection Protocol	
10. Portability Policies	Revises sections to address how PHAs must assist
	households wishing to port for allowable reasons
	Clarifies PHA and RHA (receiving housing authority) roles
	in portability, including notification, billing deadlines and
	voucher extensions or suspensions
11. Registered Sex	At annual reexaminations, PHAs are encouraged to ask
Offenders	whether the tenant or any household member is subject to a
	lifetime sex offender registration in any state
12. Rental Assistance	Adds policies that pertain to Rental Assistance
Demonstration	Demonstration Project Based Vouchers
Policies	

### **Public Comment**

The draft Administrative Plan was posted for public comment on THA's website for 30 days per regulation. It was available for review from July 15<sup>th</sup> to August 15<sup>th</sup>. THA received zero comments during the thirty day public comment period.

### Recommendation

Approve Resolution 2016-08-24(2) authorizing THA to adopt updates to the Administrative Plan.

## RESOLUTION 2016-08-24(2) (Updating THA's Administrative Plan)

**WHEREAS**, The Administrative Plan relates to the administration of the Housing Choice Voucher program and is required by HUD; and

**WHEREAS,** The Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the THA's Moving to Work Plan; and

**WHEREAS**, Changes to the Administrative Plan must be approved by THA Board of Commissioners; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City Of Tacoma, Washington, that:

The Board authorizes THA staff to adopt the following updates to the Administrative Plan:

	Topic		Revision
1.	Violence Against	<b>A</b>	Adds "sexual assault" to the list of allowable reasons
	Women Act (VAWA)		someone can claim protection under VAWA
	Policies	$\triangleright$	Provides protections for Domestic Violence (DV) victims in
			the event of a family break-up
		$\triangleright$	All households must be provided a HUD form 50066 at the
			time of admission, denial or termination
			Adds "mental health professional" to the list of authorized
			persons who might assist a DV victim and provide
			documentation vouching for the victim
2.	Discrimination		Within 10 business days, THA must send written notice to
	Complaints		alleged violators, as well as a letter to the complainant telling
			of such notice, as well as how to complete and submit a
			discrimination form to Fair Housing Equal Opportunity
			(FHEO)
		>	THA must conduct an investigation into all allegations of
			discrimination
			THA must keep all records of such complaints as well as any
			corrective actions
3.	Limited English		Utilization of a language line (telephone service that
	Proficiency (LEP)		provides interpretation services), free of charge
	Requirements		
4.	Definition of	>	Transity whose minimum income does not encode the reacture
	Extremely Low-		poverty level or 30 percent of the median income for the
	Income		area, adjusted for family size, whichever number is higher
5.	Arrest Record		Clarifies that arrest records alone are not cause for eviction,
	Policies		termination or denial

Topic	Revision
6. Briefing Packets	<ul> <li>Include portability policies in oral briefings and briefing packets</li> <li>Include materials on selecting a unit</li> <li>Include "Is Fraud Worth It"?</li> <li>Include "What You Should Know About Enterprise Income Verification (EIV)"?</li> </ul>
7. Suspensions of Voucher Term	Clarifies language in the Administrative Plan on the suspension of voucher terms during shopping and leasing periods. THA offers up to 120 days for shopping. "Suspension" of these days would mean excluding days counting toward the shopping time at certain times during the process. An example is the days it takes THA to schedule and complete a move-in inspection.
8. Additional Exclusions from Annual Income	➤ Adds 11 sources of income to the list of additional exclusions from annual income
9. Housing Quality Standards (HQS) Inspection Protocol	Revises minimum space standards to reflect a person per bedroom occupancy standard.
10. Portability Policies	<ul> <li>Revises sections to address how PHAs must assist households wishing to port for allowable reasons</li> <li>Clarifies PHA and RHA (receiving housing authority) roles in portability, including notification, billing deadlines and voucher extensions or suspensions</li> </ul>
11. Registered Sex Offenders	At annual reexaminations, PHAs are encouraged to ask whether the tenant or any household member is subject to a lifetime sex offender registration in any state
12. Rental Assistance Demonstration Policies	<ul> <li>Adds policies that pertain to Rental Assistance</li> <li>Demonstration Project Based Vouchers</li> </ul>

Approved:	August 24, 2016		
		Dr. Arthur C. Banks, Chair	

### **RESOLUTION 2016-08-24(3)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Stable of Financial Advisors

This resolution would authorize THA's Executive Director to negotiate, and if those negotiations are successful, to execute separate contracts for financial advising services with CSG Advisors for \$200,000 and Brawner & Company for \$300,000. Each will have an initial three (3) year term and the potential for two (2) twelve-month extensions.

### Background

On July 28, 2016, THA staff issued a Request for Proposals for firms interested in providing financial advisor (FA) services to THA's real estate development and asset management. We seek a few firms to have on-call as we need their services. We posted the Request for Proposals on Washington Electronic Business Solutions, (WEBS) and THA's website on July 28, 2016.

Two (2) Firms responded to the RFQ by the date of August 12, 2016. Both proposals were responsive and responsible. A review team comprising of three THA staff reviewed and scored the proposals. The results are as follows:

Firm		Panelist 1			Panelist 1 Panelist 2			Panelist 3			Average									
	1	2	3	4	Т	1	2	3	4	T	1	2	3	4	T	1	2	3	4	Total
Brawner	20	25	25	22	92	23	24	22	24	93	25	25	20	25	95	22.67	24.67	22.33	23.67	93.33
CSG	25	25	20	20	90	25	25	25	23	98	25	25	20	20	90	25.00	25.00	21.67	21.00	92.67

Scoring point 1 is General Expertise or Attributes

Scoring point 2 is Specific Qualifications

Scoring point 3 is General approach to projects

Scoring pint 4 is Fee for Services

#### Recommendation

Based on the above scores, staff recommend the Board approve this resolution that would authorize the Executive Director to negotiate, and if those negotiations are successful, to execute separate contracts for the finance advising services with CSG Advisors for \$200,000 and Brawner & Company for \$300,000. Each will have an initial three (3) year term and the potential for two (2) twelve month extensions.

## **RESOLUTION 2016-08-24(3)** (Stable of Financial Advisors)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

**WHEREAS,** On July 28, 2016, Tacoma Housing Authority (THA) staff issued a Request for Proposals (RFP) from firms interested to provide Financial Advisor Service for THA's Real Estate Development and Asset Management; and

**WHEREAS,** The RFP was posted on the Washington Electronic Business Solutions and THA's websites on July 28, 2016; and

**WHEREAS,** Two firms submitted proposals by the deadline of August 12, 2016, both were deemed responsive and responsible; and

**WHEREAS,** An evaluation team, comprised of three (3) THA staff reviewed and scored the proposals according to evaluation criteria listed in the RFP; and

**WHEREAS**, The evaluation team voted unanimously in favor of awarding contracts to the firms of CSG Advisors and Brawner and company; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

The Executive Director is authorized to negotiate, and if those negotiations are successful, to execute separate contracts for the finance advising services with CSG Advisors for \$200,000 and Brawner & Company for \$300,000. Each will have an initial three (3) year term and the potential for two (2) twelve month extensions.

Approved: August 24, 2016	
	Dr. Arthur C. Banks, Chair

### **RESOLUTION 2016-08-24(4)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Purchase and Sale Agreement for the Klatt Building

### **Purpose**

The purpose of this memo is to request approval to enter into a purchase and sales agreement for THA's purchase of a commercial property located in the Hilltop that will be used to house the Center for Strong Families and that has redevelopment potential for future Tacoma Housing Authority (THA) projects.

### Background

THA staff identified a property at 1307 South 11th Street that may be of interest to the Tacoma Housing Authority. It is known as the Klatt Medical Building. This property is close to THA's main office and is  $2/10^{th}$  of a mile from the light rail planned along MLK.



This property, in the short term, might be a suitable location for The Center for Strong Families. This CeIn a. Sound Outreach is the lead agency for this initiative and THA is one of its partners. Additional partners include Urban League and Bates Technical College. Families living in THA properties will be one of the primary targets for services that include workforce development, one-on-one financial coaching, asset accumulation and parenting resources.

THA had initially thought that the former KeyBank building, ,which THA now owns, would be a suitable temporary site for this combination of the Center's programs; however, the tenant finish needed to make the space useable and functional is projected to be \$1M dollars. The use of the former KeyBank building by the Center for Strong Families was intended to be temporary. The KeyBank building will be redeveloped as part of the Hilltop Redevelopment Strategy for THA owned properties. It does not make sense to invest \$1M into a facility that will be redeveloped.

In addition to its use as a temporary site for the Center, the Klatt Medical Building site might also be a reasonable investment for THA. The building is 5,396 square feet and has 19,500 square feet of land. It has an exterior elevator and surface parking. The zoning allows the development of an eight (8)-story building, should THA want to redevelop the property in the future.

### Recommendation

Authorize THA's Executive Director to enter into negotiations to purchase a property located at 1307 South 11<sup>th</sup> Street, Tacoma, WA. The purchase and sales agreement shall state that the purchase is contingent upon, among other terms, final approval by the THA Board.



### RESOLUTION 2016-08-24(4) (Purchase and Sale Agreement for the Klatt Building)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma authorizing the THA Executive Director to enter into negotiations to purchase a property located at 1307 South 11th Street, Tacoma, WA.

WHEREAS, THA owns and manages affordable rental housing in Tacoma; and

**WHEREAS,** THA is interested in acquiring property in the Hilltop to meet short and long term financial and community goals; and

WHEREAS, THA will be a partner agency in the Center for Strong Families; and

**WHEREAS,** THA believes time is of the essence and that support of the Center for Strong Families will strengthen the Hilltop Neighborhood and provide needed services to THA residents; and

**WHEREAS,** There is potential that future development in the Hilltop Neighborhood will impact affordably priced rental housing in the future and acquisition of this property will preserve a future redevelopment project; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

Authorizing THA's Executive Director to negotiate, and if those negotiations are successful to execute a purchase and sale agreement for THA's purchase of the Klatt Medical Building consistent with the terms discussed during closed session, including a contingency that the final purchase is subject to final approval by the THA board.

Approved: August 24, 2016	
	Dr. Arthur C. Banks, Chair

### **RESOLUTION 2016-08-24(5)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Purchase and Sale Agreement for 613 S. 19<sup>th</sup> Street and 617 S. 19th Street

### Purpose

The purpose of this memo is to request approval to enter into a purchase and sales agreements for two single family homes which are adjacent to vacant land owned by Tacoma Housing Authority (THA) and commonly referred to as the 1800 Block of G. Street. Acquisition of these homes will expand the building footprint for the third and final phase of Bay Terrace.

### Background

Two properties have been identified that are of interest to the Tacoma Housing Authority:

- 1. The first property is located at 613 S. 19<sup>th</sup> Street. It is an older single-family home that is at the corner of 19<sup>th</sup> and Court F. The property is on a 2,178 square foot lot. Staff is planning the final phase of Bay Terrace. Adding this lot will result in a better site plan, as the full corner will be multifamily homes. By purchasing this property, an additional five units could be developed on this site after the home is demolished.
  - The property was recently placed on the market for \$150,000. Several full price offers were submitted to the Realtor for consideration. THA submitted an offer to purchase the property for \$155,000, subject to final board approval and environmental testing results. The offer was accepted by the seller.
- 2. The second property will be available through an estate sale. It is also an older single family home on approximately 2,000 square feet of land. This home is in very poor condition. Staff has been in contact with the family members about purchasing this property and the family is open to selling the property to THA. The value is in the land, as it is on the first property.

### Recommendation

Ratify the purchase and sale agreement executed by the Executive Director to acquire 613 S. 19<sup>th</sup> Street and authorize THA's Executive Director to enter into further negotiations as needed to consummate the purchase of this property; and, authorize THA's Executive Director to negotiate, and if those negotiations are successful to execute an agreement to purchase the property at 617 S. 19<sup>th</sup> Street.



# RESOLUTION 2016-08-24(5) (Purchase and Sale Agreement for 613 S. 19<sup>th</sup> Street and 617 S. 19th Street)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma authorizing THA's Executive Director to finalize negotiations to purchase the property at 613 S. 19th Street and 617 S. 19th Street

WHEREAS, THA owns and manages affordable rental housing in Tacoma; and

WHEREAS, THA is interested in completing the final phase of Bay Terrace; and

WHEREAS, Acquisition of the property will result in a better site plan and additional affordable units; and

**WHEREAS,** Time is of the essence as THA plans to finalize a development strategy and seek tax credit equity for the project in 2017; and

**WHEREAS,** There is potential that development in the Hilltop Neighborhood will impact affordably priced rental housing in the future and there will be a growing need for affordably priced rental housing; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

- 1. Ratify the purchase and sale agreement executed by the Executive Director to acquire 613 S. 19th Street and authorize THA's Executive Director to enter into further negotiations as needed to consummate the purchase of this property; and,
- 2. Authorize THA's Executive Director to negotiate, and if those negotiations are successful to execute an agreement to purchase the property at 617 S. 19th Street.

Approved: August 24, 2016	
	Dr. Arthur C. Banks, Chair

#### **RESOLUTION 2016-08-24(6)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** THA Community Events

### Purpose

The purpose of this resolution is to authorize THA's Executive Director to make decisions about community events that THA may sponsor as part of its community engagement and consultation process for its programs, services and new development.

### Background

An attorney with the Municipal Research and Services Center (MRSC) recently wrote an article referencing state law and guidance from the State Auditor's about municipalities sponsoring celebratory and related events. THA monitors these articles carefully, as requirements for municipalities often affect housing authorities. The author of the article advised that resolutions be adopted authorizing community events, even if those events match the powers and purposes of the local government.

The Tacoma Housing Authority often sponsors and/or leads community events as part of its community consultation and planning process. Most recently, THA has held a series of community events as part of its Hilltop Master Planning process. The events included work sessions with the "Homework Group" and neighborhood events that are open to the public. The neighborhood events are the focus of this resolution. The Board of Commissioners has been advised of these events and the overall planning approach.

Community events with structured activities, food and displays create an atmosphere that is lively, interesting and safe for those who attend. It allows for informal and in-depth conversations between staff, consultants and residents. Participants in these events are typically those who would not be interested in traditional planning and consultation processes.

### Recommendation

Authorize THA's Executive Director to approve community events that THA may sponsor as part of its community engagement and consultation processes for its programs, services and new development.

# RESOLUTION 2016-08-24(6) (THA Hilltop Related Planning Events for THA Properties Master Plan)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma authorizing the Executive Director to make decisions about THA involvement in community events and activities that the agency will participate in and fund as part of its consultation process for development projects.

WHEREAS, The Tacoma Housing Authority is committed to authentic community engagement and consultation; and

**WHEREAS,** Community events are a proven way to solicit feedback and ideas from local residents, neighbors, businesses and others; and

**WHEREAS,** Community events hosted by the Tacoma Housing Authority are open to the general public; and

WHEREAS, THA consistently seeks input from a cross section of residents, neighbors and business; and

**WHEREAS,** Leading community events is in keeping with the Tacoma Housing Authority's mission of supporting neighborhoods to be attractive places to live, work, attend school, shop and play; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

THA's Executive Director has the authority to a approve community events that THA may sponsor as part of its community engagement and consultation processes for its programs, services and new development.

Approved: August 24, 2016	
	Dr Arthur C Banks Chair

### **RESOLUTION 2016-08-24(7)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Extension of Project Based Voucher Contract: Flett Meadows

This resolution would extend the project based voucher housing assistance payments contract (PBV HAP) for LASA's Flett Meadows for ten (10) years.

### Background

THA has been subsidizing LASA's Flett Meadows through project based voucher (PBV) assistance since September 2004. The project currently provides 24 month transitional housing to thirteen (13) formerly homeless families. The original PBV contract expired in 2014. THA extended it for two years to allow THA, LASA, Pierce County and other Flett Meadows funders plan to transition the property from transitional housing to another model. HUD and other funders have directed this transformation away from transitional housing which is no longer the preferred strategy for serving homeless families.

Through this process, we have been operating with the understanding that THA will continue the PBV contract for up to 15 more years certain conditions are met. THA provided these conditions to LASA in May 2015. They are as follows:

- Provide permanent supportive housing or some version of it that we can recognize as including meaningful supportive services for special needs populations that THA does not provide; AND
- Provide some preference for THA households whose need for those services causes them to fail in our housing program, such as the high need families in the McCarver program. OR
- We would consider extending the project based voucher contract for other low-income families only if by doing so we (i) promote their economic integration into market rate housing or neighborhoods or (ii) promote the construction of affordable housing or (iii) preserve affordability that would otherwise be lost.

We believe we have a proposal for Flett Meadows that meets both conditions. The proposal includes the following:

- Extend the contract for ten (10) years;
- Add one more unit to the contract for a total of fourteen (14) units;
- Increase the contract rent to payment standard;
- Allow all families currently residing in in good standing at Flett Meadows to remain in place;
- LASA will continue to provide supportive services to the families living in Flett Meadows;
- As units become vacant, LASA will make the units available to families searching for housing with Rapid Rehousing (families that are homeless and have been referred to a services provider through the coordinated entry system).
  - o Most likely, LASA will partner with one or two service providers that receive Rapid Rehousing funds to create a quick referral process.
  - o Families referred in this way will receive case management within the rapid rehousing model from the third-party service provider. As the household stabilizes the third-party service provider will exit and the family will receive services from LASA;
- If referrals are not available through Rapid Rehousing, LASA will accept referrals for vacant units from THA. Families referred by THA would be those at risk of homelessness that THA and LASA mutually agree would benefit from services and housing at Flett Meadows. (Note: this proposal is subject to funder approval and may not be allowable because of the capital dollars in the property that require admission of homeless families);
- THA's Administrative Plan will be updated to reflect the admissions process that will be used for these project based units.

#### Recommendation

Authorize THA's Executive Director to negotiate a ten (10) year extension to the LASA Flett Meadows Project Based Voucher Housing Assistance Payment Contract, with the conditions set forth.

# RESOLUTION 2016-08-24 (7) (Extension of Project Based Voucher Contract: Flett Meadows)

**WHEREAS,** THA has been providing project based voucher assistance to LASA's Flett Meadows property since 2004; and

WHEREAS, Flett Meadows houses formerly homeless families; and

**WHEREAS,** Failure to extend this contract would lead to a loss of affordable housing units; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City Of Tacoma, Washington, that:

The Board authorizes THA's Executive Director to negotiate, and if those negotiations are successful to execute, a ten (10) year extension to the LASA Flett Meadows Project Based Voucher Housing Assistance Payment Contract and add one additional unit to the contract, for a total of fourteen (14) units. The contract will have the conditions set forth in the cover memo to this resolution.

Approved:	August 24, 2016	
		Dr. Arthur C. Banks, Chair

#### **RESOLUTION 2016-08-24(8)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Alternative Use of Public Housing Homes

### Purpose

The purpose of this memo is to authorize the executive director to seek Housing and Urban Development (HUD) approval to use two (2) scattered site public housing homes for use by community partners to provide housing to unaccompanied youth. This use would last up to three years by when we hope THA will help these partners find a permanent site.

### Background

Tacoma Housing Authority (THA) has identified unaccompanied homeless youth and young adults as some of Tacoma and Pierce County's citizens most in need:

- McKinney-Vento homeless counts continue to grow within our schools;
- Point-in-Time (PIT) counts show continued high numbers of unaccompanied youth and young adults. There were 90 unaccompanied youth and young adults counted in the 2016 PIT (this population is undercounted in organized PIT studies);
- Of the 6,400 children in foster care in 2014, 1,019 were in Pierce County;
- The rate of children entering out of home care in Pierce County in 2014 was 5.10%, as opposed to 2.64% in King County (this rate represents the number of children who entered out-of-home care per 1,000 children in the general population);
- There are not enough foster homes to house the youth in need;
- THA programs are not readily available to young adults and completely inaccessible to unaccompanied youth;
- THA relies on strong partnerships to provide the specialized services these young people need.

THA is working with two high-capacity service providers that focus on foster care and unaccompanied youth. These providers are Amara and Community Youth Services. Both providers are interested in working with THA to build specifically-designed facilities on THA land. Planning, designing and building take time and there is a great need for housing in Pierce County now. This resolution describes a plan for temporary locations for an Emergency Sanctuary and Crisis Residential Center.

THA currently has 34 scattered site public housing units approved for disposition under a Section 32 plan. The plan calls for THA to sell these homes to low-income buyers within three years. We would like to use two of these homes for a purpose other than public housing or homeownership for up to three years. This alternative purpose would house homeless youth. Below is a description of the two uses:

1. An emergency sanctuary for youth 0-12 years old. The facility would be licensed through Department of Social and Health Services (DSHS) and operated by Amara. The youth are children who have been removed from their parental homes due to abuse or neglect and are awaiting placement in foster care. Without a place like this, the children will wait for up to 3 days with a DSHS case worker either in the case worker's office or a motel.

Amara has been serving unaccompanied youth since 1921. It began their work in King County. It operates an Emergency Sanctuary in King County. Amara also provides foster care and adoption services, post-adoption support and child-centered advocacy in Pierce and King Counties. Amara fundraises for all operational costs for the Emergency Sanctuary and has the funds available to open the Emergency Sanctuary in Pierce County by November 1<sup>st</sup>. We are working with Amara to identify a single family public housing home to fit this use until a home can be built on another THA property for this purpose.

2. A crisis residential center for youth 12-17. The facility would be licensed by the State of Washington and operated by Community Youth Services (CYS). The focus in this center will be on youth who are unhoused, are in protective custody due to abuse and neglect, are state dependent and have run from foster care system, and youth being referred out of detention because their criminal involvement is solely related to homelessness.

The center will be a therapeutic, home-like setting that is staffed 24 hours a day, seven days a week. The services at the home will meet all of the basic needs of the children: transportation to school and other scheduled appointments, individual and group counseling, meals, clothing, hygiene supplies, and assistance in accessing medical and dental services.

CYS has been operating in Thurston County for 46 years. CYS runs a youth shelter, day center, transitional housing and a crisis residential center in Olympia. They have also been running a temporary young adult shelter in Beacon Senior Center in Tacoma since November 2015.

CYS has secured \$341,000 year in operational funding to operate a six (6) bed CRC in

Tacoma to be open by November 1<sup>st</sup>. We have identified a single family public housing home that will fit this use.

We will continue to work with CYS, the City of Tacoma, and Pierce County over the next (up to) three years to plan, design and build a larger 12-bed CRC on THA property. The planned property for the permanent site is THA's Arlington Drive parcel at Salishan.

### Recommendation

Authorize THA's Executive Director to seek HUD approval to use two (2) scattered site public housing homes for use by community partners to provide housing to unaccompanied youth for up to three years.

## RESOLUTION 2016-08-24(8) (Alternative Use of Public Housing Homes)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma authorizing the THA Executive Director to negotiate with HUD regarding the alternative use of two public housing units.

WHEREAS, THA owns and manages single family public housing; and

**WHEREAS,** THA is interested intervening in the crisis of unhoused foster and other unaccompanied youth; and

WHEREAS, THA will partner with high-capacity partners for services; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

The Board authorizes THA's Executive Director to seek HUD approval to use two (2) scattered site public housing homes for use by community partners to provide housing to unaccompanied youth for up to three years.

Approved: August 24, 2016

Dr. Arthur C. Banks, Chair

### **RESOLUTION 2016-08-24(9)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Project Based Rental Assistance for MLK New Look, LLC

This resolution would authorize the Executive Director to execute documents necessary to continue Project Based rental assistance to the New Look Apartments pending the transfer to New Look of alternative rental assistance transferred from another property.

### Background

THA provides project-based vouchers (PBV) to MLK New Look, LLC. This contract expires on August 31, 2016. The HAP contract provides rental assistance to 42 units listed in the HAP contract. About two years ago, THA sold its Wedgewood Properties. Wedgewood was subsidized with a separate HUD Project Based Rental Assistance contract (non-voucher) contract. The new owners of Wedgewood, which is now called Enclave, has terminated its subsidy contract and with THA seeks to transfer it to New Look. This will free up the present voucher subsidy in New Look allowing THA to serve other households in Tacoma and keep the non-voucher contract in the City rather than return to HUD for use elsewhere.

Discussions with HUD for this transfer on continuing. They may not conclude by the end of August when the present voucher contract expires. An extension of that contract or a new temporary contract is necessary to ensure that the tenants are not harmed while the discussions with HUD resolve.

### Recommendation

Authorize THA's Executive Director to execute the agreements necessary to continue the project based voucher subsidy in the New Look Apartments pending the transfer to New Look of the alternative non-voucher Project Based Rental Assistance contract.

### RESOLUTION 2016-08-24(9) (Project Based Rental Assistance for MLK New Look, LLC)

**WHEREAS**, the present project based voucher contract subsidizing the rents at New Look Apartments will expire at the end of August;

**WHEREAS**, THA and HUD are discussing the transfer to the New Look Apartments of the Project Based Rental Assistance (non-voucher) contract from the Enclave Property (formerly Wedgewood). This transfer will free up the present voucher subsidy from New Look and allow its use to serve other households and keep the Enclave subsidy in the City;

**WHEREAS**, those discussions with HUD may not conclude by the end of August and we need a continuation of the project-based subsidy in the meantime to protect the tenants;

Resolved by the Board of Commissioners of the Housing Authority of the City Of Tacoma, Washington, that:

Authorize THA's Executive Director to execute the agreements necessary to continue the project based voucher subsidy in the New Look Apartments pending the transfer to New Look of the alternative non-voucher Project Based Rental Assistance contract.

Approved:	August 24, 2016	
		Dr. Arthur C. Banks, Chair

### **RESOLUTION 2016-08-24(10)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Project Based Voucher Contract Approval – Hillside Terrace 1500 Block

### Background

This is a new contract to allow the addition of Project Based Vouchers (PBV) to the current tax credit units at Hillside Terrace 1500 Block. The HAP contract provides rental assistance for 12 units listed in the HAP contract.

#### Recommendation

Approve Resolution 2016-08-24 (10) authorizing the Executive Director to execute Agreement to Execute a Housing Assistance Payment (HAP) contract with Hillside Terrace 1500 Block.

### RESOLUTION 2016-08-24(10) (Project Based Voucher Contract Approval – Hillside Terrace 1500 Block)

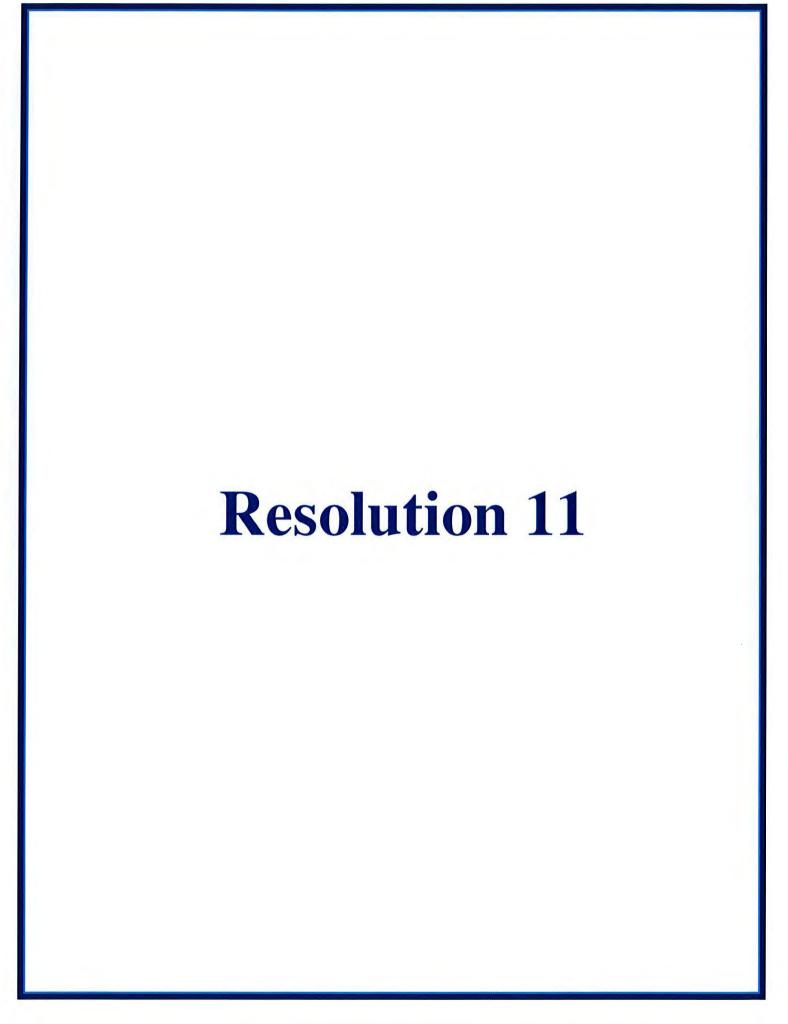
**WHEREAS**, The effective date of each contract will be up to the discretion of the Executive Director; and

**WHEREAS**, Each contract will be negotiated with the property and will be in effect for up to fifteen (15) years; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City Of Tacoma, Washington, that:

Authorize THA's Executive Director to execute a Housing Assistance Payment (HAP) contract with Hillside Terrace 1500 Block.

Approved:	August 24, 2016	
		Dr. Arthur C. Banks, Chair



### **RESOLUTION 2016-08-24(11)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Project Based Voucher Contract Approval – Hillside Terrace 2300 Block

### Background

This is a new contract to allow the addition of Project Based Vouchers (PBV) to the current tax credit units at Hillside Terrace 2300 Block. The HAP contract provides rental assistance for 13 units listed in the HAP contract.

### Recommendation

Authorize THA's Executive Director to execute Agreement to Execute a Housing Assistance Payment (HAP) contract with Hillside Terrace 2300 Block.

### RESOLUTION 2016-08-24(11) (Project Based Voucher Contract Approval – Hillside Terrace 2300 Block)

**WHEREAS,** The effective date of each contract will be up to the discretion of the Executive Director; and

**WHEREAS**, Each contract will be negotiated with the property and will be in effect for up to fifteen (15) years; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City Of Tacoma, Washington, that:

Authorize THA's Executive Director to execute a Housing Assistance Payment (HAP) contract with Hillside Terrace 2300 Block.

Approveu:	August 24, 2016	
		Dr. Arthur C. Banks, Chair

**Resolution 12** 

## **RESOLUTION 2016-08-24(12)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

**From:** Michael Mirra

**Executive Director** 

**Re:** Tacoma Public Schools Interlocal Cooperation Agreements

This resolution would authorize the Executive Director to sign two Interlocal Cooperation Agreements with the Tacoma Public Schools District in substantially the form set forth in the attached drafts. The two agreements are:

- Interlocal Cooperation Agreement Partnership
- Interlocal Cooperation Agreement Contract for Services

## Background

These two Interlocal Cooperation Agreements will memorialize and govern an innovative and growing collaboration between THA and the Tacoma Public Schools District (TPS). The Partnership Agreement states the reason for the collaboration:

- 1.1 "The purpose of this Partnership Agreement ("Agreement") is create an overall framework for the partnership between THA and the DISTRICT in the activities they collaboratively undertake to support families and students.
- 1.2 "The mission of the DISTRICT is to provide a comprehensive educational experience that is rigorous, individualized, and enables students to contribute to a changing and diverse world. It does this in partnership with parents and the community.
- 1.3 "Children in poverty face challenges that can limit their educational success. Notable among those challenges are homelessness, housing instability and their accompanying difficulties. Recognizing that it cannot address these challenges alone, the DISTRICT seeks partnerships as part of its strategic plan.

- 1.4 "The mission of THA is to provide high quality housing to families in need. It seeks to do this in ways that also help their children succeed in school and that promote the success of DISTRICT schools that serve low-income children.
- 1.5 "The DISTRICT and THA have collaborated for these purposes beginning in 2006. Their partnership includes a growing number of initiatives of increasing scope.
- 1.6 "A successful collaboration between a school district and a housing authority requires the following elements. This Agreement memorializes them for the DISTRICT and THA collaboration:
  - a shared acknowledgement that they serve the same children and families for complementary purposes;
  - a shared commitment to work together for those purposes;
  - an agreement on performance measures for their common efforts;
  - an effective way to exchange the data necessary to design, implement and evaluate their efforts.
- 1.7 "The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington (RCW), provides for interlocal cooperation between public agencies. Pursuant to Chapter 39.34 RCW, any two public agencies may enter into agreements with one another for joint or cooperative action to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
- 1.8 "The DISTRICT and THA are public agencies under Chapter 39.34 RCW.
- 1.9 "They enter this Agreement pursuant to Chapter 39.34 RCW to make the most efficient use of their powers and resources and to enable their cooperation for mutual advantage to better serve their common community."

The two agreements between them encompass the seven present initiatives of the collaboration:

### **Partnership Agreement:**

- THA College Bound Scholarship Enrollment Program
- THA Books for Children Program
- DISTRICT Head Start Classroom at THA's Bay Terrace Community

### **Contract for Services**

- Elementary Housing Assistance Program
- Children's Savings Account Program

- Early Warning Attendance Initiative
- Management of the Bill & Melinda Gates Foundation Grants

There are two agreements rather than one to roughly distinguish between those initiatives that provide for the formal exchange or payments of services or funds, and those that do not. The agreements provide for additional initiatives THA and TPS may choose to undertake.

The agreements provide for the following:

- THA and TPS collaboration in the design, implementation and evaluation of initiatives
- TPS payment to THA of \$125,000 per school year
- THA provision of housing assistance and case management services to families of TPS enrolled students, and a HeadStart classroom at Bay Terrace
- Data Access and Use Agreement
- THA use of District buildings for caseworkers and other uses
- Indemnification and insurance
- Processes to facilitate communication, problem solving and dispute resolution
- Five year term
- Early termination for convenience and cause

These agreements are significant. They denote an innovative collaboration by a public school district and a public housing authority to improve outcomes for the children and the community they serve in common. They signify the collaboration's maturity and elaboration. They provide a basis for the collaboration's continued growth and scope.

## Recommendation

I recommend that the Board approve this resolution to authorize me to sign these two agreements.



# RESOLUTION 2016-08-24(12) Tacoma Public Schools Interlocal Cooperation Agreements

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

**WHEREAS,** Since 2006 the Tacoma Housing Authority and the Tacoma Pubic School District (TPS) have collaborated to improve outcomes for the children and community they serve in common; and

WHEREAS, This collaboration has grown in scope and elaboration and promises continued growth; and

**WHEREAS,** A successful collaboration between a school district and a housing authority requires the following elements:

- a shared acknowledgement that they serve the same children and families for complementary purposes;
- a shared commitment to work together for those purposes;
- an agreement on performance measures for their common efforts;
- an effective way to exchange the data necessary to design, implement and evaluate their efforts.

**WHEREAS,** THA and TPS seek agreements that in an authoritative way memorialize these elements for the DISTRICT and THA collaboration; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

- 1. the executive director is authorized to sign the following agreements in substantially the form of the attached drafts:
  - Interlocal Cooperation Agreement Partnership
  - Interlocal Cooperation Agreement Contract for Services

Approved: August 24, 2016	
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Dr. Arthur C. Banks, Chair

## INTERLOCAL COOPERATION AGREEMENT

## PARTNERSHIP AGREEMENT

### TACOMA SCHOOL DISTRICT NO. 10

(hereinafter referred to as "DISTRICT") 601 South 8<sup>th</sup> Street P. O. Box 1357 Tacoma, WA 98401-1357

and

### TACOMA HOUSING AUTHORITY

(hereinafter referred to as "THA") 902 South L. Street Tacoma, WA 98405

### 1. PURPOSE AND RECITALS

- 1.1 The purpose of this Partnership Agreement ("Agreement") is create an overall framework for the partnership between THA and the DISTRICT in the activities they collaboratively undertake to support families and students.
- 1.2 The mission of the DISTRICT is to provide a comprehensive educational experience that is rigorous, individualized, and enables students to contribute to a changing and diverse world. It does this in partnership with parents and the community.
- 1.3 Children in poverty face challenges that can limit their educational success. Notable among those challenges are homelessness, housing instability and their accompanying difficulties. Recognizing that it cannot address these challenges alone, the DISTRICT seeks partnerships as part of its strategic plan.
- 1.4 The mission of THA is to provide high quality housing to families in need. It seeks to do this in ways that also help their children succeed in school and that promote the success of DISTRICT schools that serve low-income children.
- 1.5 The DISTRICT and THA have collaborated for these purposes beginning in 2006. Their partnership includes a growing number of initiatives of increasing scope.

- 1.6 A successful collaboration between a school district and a housing authority requires the following elements. This Agreement memorializes them for the DISTRICT and THA collaboration:
  - a shared acknowledgement that they serve the same children and families for complementary purposes;
  - a shared commitment to work together for those purposes;
  - an agreement on performance measures for their common efforts;
  - an effective way to exchange the data necessary to design, implement and evaluate their efforts.
- 1.7 The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington (RCW), provides for interlocal cooperation between public agencies. Pursuant to Chapter 39.34 RCW, any two public agencies may enter into agreements with one another for joint or cooperative action to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
- 1.8 The DISTRICT and THA are public agencies under Chapter 39.34 RCW.
- 1.9 They enter this Agreement pursuant to Chapter 39.34 RCW to make the most efficient use of their powers and resources and to enable their cooperation for mutual advantage to better serve their common community.

The parties agree as follows:

## 2. INDIVIDUAL INITIATIVES OF DISTRICT AND THA PARTNERSHIP

This Agreement includes individual initiatives defined in separate addendum. Each addendum contains separate descriptions and provisions, and is a separate numbered Initiative Addendum to this Agreement. The Initiative Addenda are part of this Agreement and subject to its terms, and are incorporated by reference. Presently, the District and THA acknowledge and agree to the following initiatives, subject to expansion, deletion, or modification, through the execution of amendments to this Agreement:

- Initiative Addendum 1: THA College Bound Scholarship Enrollment Program
- Initiative Addendum 2: THA Books for Children Program
- *Initiative Addendum3*: DISTRICT Head Start Classroom at THA's Bay Terrace Community

#### 3. OTHER INITIATIVES OF DISTRICT AND THA PARTNERSHIP

The parties have further undertaken the following initiatives currently identified in applications for Bill & Melinda Gates Foundation Grants, which are the subject of a concurrently executed Interlocal Cooperation Agreement Contract Services ("Contract for Services"). Specifically, these other initiatives include:

- Addendum B: Elementary Housing Assistance Program
- Addendum C: Children's Savings Account Program
- Addendum D: Early Warning Attendance Initiative
- Addendum E: Management of the Bill & Melinda Gates Foundation Grants

See Exhibit 1 (Addenda to Contract for Services).

The elements of these initiatives, and the corresponding duties and responsibilities for each party, are governed by that separate Contract Services, which is not incorporated by reference, and is included only for the purpose of reviewing the additional partnership activities between the parties. The parties agree and acknowledge that nothing in this Agreement is intended to limit, expand, or otherwise modify each Parties' duties and responsibilities set forth in the Contract Services.

## 4. DATA SHARING AND USE

The DISTRICT and THA shall share and use data and Confidential Information pursuant to the Confidentiality provision, Paragraph 5 below, and the Data Access and Use Agreement, Attachment A, which is incorporated by reference to this Agreement, for the purpose of designing, adjusting, evaluating, and identifying the needs of the programs implemented pursuant to this Agreement.

Additionally, the parties shall, by mutual agreement and subject to funding limitations, select a Data Analyst and third party Research Consultant ("Research Consultant") to perform work related to gathering data and conducting analysis and evaluation identified in this Agreement.

## 5. CONFIDENTIALITY

THA and the DISTRICT acknowledge that certain data, material, or information which originates from this Agreement regarding students may consist of confidential records owned by the District or THA, or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. THA and the District, therefore,

agree to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. THA agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting redisclosure. THA shall execute the Agreement for Access Confidential Information - THA, Attachment A2, pertaining to the confidentiality of certain records, and shall ensure that each employee, contractor, or agent who will have access to information identified in this Agreement execute Agreement for Access to Confidential Information - Employee, Contractor, or Agent, *Attachment A3*, pertaining to the confidentiality of certain records.

## 6. COMMUNICATION, COORDINATION AND PROBLEM SOLVING

### 6.1 Liaisons

THA's Executive Director and the DISTRICT's Superintendent shall each designate a Liaison to serve as the administrative designee for this Agreement pursuant to RCW 39.34.030(4)(a). The parties agree to consult each other in the selection of a Liaison. Consultation includes participation in the interview and selection process.

Each party's Liaison shall have the following responsibilities:

- 1. Be the primary point of contact for communication for all matters relating to this Agreement.
- 2. Lead and manage their respective organization's participation with the design, implementation, and evaluation of programs that THA and the DISTRICT undertake pursuant to this Agreement.
- 3. Work in cooperation with the other party's Liaison to seek funding for activities under this Agreement, as agreed to by the parties.
- 4. Monitor implementation of this Agreement.
- 5. Review the ongoing progress of the activities and programs identified in this Agreement, and review overall outcomes of such activities and programs to help plan for future programs.
- 6. <u>Duty to Communicate</u>. Each party's Liaison shall communicate with the other party's Liaison on any decision regarding this Agreement whether the decision is through mutual agreement, consultation, or at the party's sole discretion in advance of entering such decision and in advance of any public comment or communication about such a decision. Additionally, the party's Liaison shall communicate any decisions or

changes within their respective organizations that may have an impact on the relationships or work necessary for the programs developed pursuant to this Agreement. The parties agree upon the intent to work collaboratively, and to avoid circumstances of surprise related to any programs or activities in this Agreement.

#### **6.2** Executive Consultation

The DISTRICT's superintendent and the THA's executive director shall confer periodically. Their purpose in doing so will be to review the initiatives under this Agreement, to envision future ones, to anticipate or resolve any difficulties with implementation, and to refresh the shared commitment to the Agreement.

## 7. MISCELLANEOUS RESPONSIBILITIES

The District and THA further agree to and shall comply with the following terms:

### 7.1 Treatment of Assets

Except as otherwise provided for in the Agreement, the ownership and title to all real property and all personal property purchased by the THA in the course of performing this Agreement with moneys paid by the District shall vest in the District, except for supplies consumed in performing this Agreement. THA shall surrender property and title to the District without charge prior to settlement upon completion, termination, or cancellation of this Agreement. Any property of the District furnished to THA shall, unless otherwise provided herein or approved by the District, be used only for the performance of the Agreement. THA shall be responsible for any loss or damage to property of the District that results from the negligence of THA or the failure on the part of THA to maintain and administer in accordance sound that property with management practices.

If any property is lost, destroyed, or damaged, THA shall notify the District and take all reasonable steps to protect the property from further damage. All reference to THA under this clause shall include THA's employees, agents, and subcontractors.

## 7.2 Background Checks

Consistent with RCW 43.43.834, THA shall require each applicant for employment or volunteer who may have contact with children or vulnerable adults in the work to be performed under this Agreement to disclose whether he or she has been convicted of a crime and/or had findings made against him or her in any civil adjudicative proceeding as defined in RCW 43.43.830. THA shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all

employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Agreement. Pursuant to RCW 28A.400.330, THA shall not permit any employee, subcontractor, intern or volunteer from performing work under this Agreement who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for the District immediately terminating the Agreement. THA shall incorporate this requirement into every subcontract it enters relating to services with the District in the work to be performed under this Agreement.

#### 7.3 Insurance

- 7.3.1 Each party shall maintain insurance coverage. THA is covered by the Housing Authorities Risk Retention Pool (HAARP), a join public entity self-insurance program pursuant to RCW 46.62.040 and 48.62.035. the DISTRICT is covered through the Washington Schools Risk Management Pool (WSRMP).
- 7.3.2 Each party to this Agreement shall carry and maintain, at its own expense including any applicable deductibles or retentions, insurance policies or coverage agreements of the kind and with limits as follows:

Should THA, including its agents, subcontractors, and independent contractors, have access to data provided by the DISTRICT, the THA shall provide Cyber Liability insurance or coverage with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or corruption or destruction of electronic information, intentional and/or unintentional release of private information, internet media liability, alteration of electronic information, extortion, and network security. This coverage is required to remain in effect for as long as necessary to cover any and all such claims.

Each party shall require their subcontractors and independent contractors to have equivalent coverage or to have their activities covered by the parties' insurance.

### 7.4 Mutual Indemnification

7.4.1 Each party to this Agreement (the "Indemnifying Party") shall defend, indemnify, and hold the other party, and its officers, board members, agents and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from,

related to, or connected with, the Indemnifying Party's performance of this Agreement or representations or warranties contained therein by the Indemnifying Party, including any loss, damage, corruption, or improper or unauthorized disclosure of confidential or proprietary information or data, or acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party, or its employees or agents, to the fullest extent permitted by law and subject to the limitations provided below.

- 7.4.2 Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.
- 7.4.3 The Indemnifying Party's duty to indemnify and defend the other party shall not apply to liability for damages arising out of, caused by, or resulting from the sole negligence of the other party and its officers, board members, agents and employees.
- 7.4.4 The Indemnifying Party's duty to indemnify the other party for liability for damages arising out of, caused by, or resulting from the concurrent negligence of each party shall apply only to the extent of negligence of the Indemnifying Party or its agents or employees.
- 7.4.5 The Indemnifying Party's duty to indemnify the other party for any liabilities or losses caused by or resulting from negligence shall apply only to the extent of the fault of the Indemnifying Party, its agents or employees, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by the Indemnifying Party, its agents or employees.
- 7.4.6 The Indemnifying Party's duty to defend, indemnify, and hold the other party harmless as to all claims, demands, losses, and liabilities shall include the other party's personnel-related costs, reasonable attorney fees, court costs, and all related expenses.
- 7.4.7 THA and the District waives their immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the District and its agents, employees, or officials pursuant to this Agreement
- 7.4.8 THA and the District shall defend, indemnify, and hold harmless the each other and their respective officers, board members, agents and employees, from and against any and all claims, charges, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable

attorney fees, arising or resulting from, related to, or connected with any unfair labor practice arising out of their respective performance of this Agreement.

#### 7.5 Non-Discrimination

The parties shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the other. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, gender identity or expression, pregnancy, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the parties or their agents under this Agreement.

Harassment on the basis of any of the foregoing conditions is strictly prohibited. THA shall notify the District Superintendent or designee immediately of any decision by a local, state or federal agency, court or jury that THA has violated a law, regulation or ordinance prohibiting discrimination. In the event of THA's noncompliance or refusal to comply with this nondiscrimination provision, this Agreement may be rescinded, cancelled or terminated in whole or part, and THA may be declared ineligible for further agreements or contracts with the District.

## 7.6 Compliance With All Laws

The DISTRICT and THA shall comply with all applicable laws of local, state, and federal governments, in addition to the internal policies and regulations that govern their own practices.

## 7.7 Dispute Resolution

Except as otherwise indicated in the Agreement, in the event that a dispute arises under this Agreement, the parties agree that resolution to the dispute shall be determined in the following manner: (1) The District's Superintendent or designee shall appoint a member to a Dispute Resolution Board; (2) THA shall appoint a member to a Dispute Resolution Board; (3) the District's Superintendent or designee and THA shall jointly appoint a member to a Dispute Resolution Board; (4) the Dispute Resolution Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Resolution Board shall be final and binding on the parties hereto.

### 7.8 Independent Capacity

7.8.1 By this Agreement, the parties are each other's independent contractor.

This Agreement does not create any agency, employment, joint employer, joint venture or formal partnership between the parties. THA and its employees or agents performing under this Agreement are not employees or agents of the District. Likewise, the District its employees or agents performing under this Agreement are not employees or agents of THA. Neither party will have the right, power, or authority to select, train, manage or supervise the employees, volunteers or agents of the other or to act on behalf of the other in any manner whatsoever as a result of this Agreement.

- 7.8.2 Either party will not hold himself/herself/itself out as, nor claim to be, an officer or employee of the other party by reason hereof, nor will either party make any claim of right, privilege, or benefit which would accrue to such employee under law.
- 7.8.3 Each party, at its expense, is responsible for payment of all wages, compensation, salaries, benefits and taxes associated with its employees and other staff.
- 7.8.4 Each party, at its expense, shall obtain and keep in force any and all necessary licenses and permits

## 7.9 Termination Of Agreement

- 7.9.1 Termination for Convenience. Except as otherwise provided in this Agreement, either party may, by twenty (20) days written notice, beginning on the second day after the mailing, terminate this Agreement in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the other party as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt. If this Agreement is so terminated, a party shall be liable only for payment required under the terms of the Agreement for services rendered or goods delivered prior to the effective date of termination. PROVIDED THAT no termination for convenience shall be effective to curtail an initiative set forth in an Initiative Addendum earlier than the end of a school year in which the termination notice is issued.
- 7.9.2 Termination Due to Funding Limitations. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, either party may, with as much advance notice as practicable under the circumstances, and without liability for damages, terminate the Agreement under any such new funding limitations and conditions.

- 7.9.3 Termination for Breach and/or Default. Either party may terminate this Agreement for breach and/or default, in whole or in part, by written notice to the other party if the terminating party has a reasonable basis to believe that the other party has:
  - (a) Failed to perform, or otherwise breached, any term or condition of this Agreement;
  - (b) Violated any applicable law or regulation;
- 7.9.4 Opportunity to Cure Default. A party seeking to terminate this Agreement for Breach or Default shall first issue to the other party a notice of breach or default, and provide the other party a period of twenty (20) days in which it shall have the opportunity to cure. Time for cure shall not diminish or eliminate a party's liability for liquidated or other damages. If the nonperformance, breach or default remains after the other party has been provided the opportunity to cure, the party seeking to terminate the Agreement may do one or more of the following:
  - (a) Exercise any remedy provided by law;
  - (b) Terminate this contract and any related contracts or portions thereof;
  - (c) Suspend the other party from entering into future contractual relationships with the terminating party
- 7.9.5 Termination Procedure. After receipt of a notice of termination, and except as otherwise directed by the District or THA, the parties shall stop work under this Agreement on the date and to the extent specified in the notice. If the parties fail to agree on any matter regarding this Agreement and termination, such disagreement shall be a dispute within the meaning of the "Disputes" clause for this Agreement, and the parties shall resolve the dispute according to the procedures governed therein.

### 7.10 Use Of DISTRICT Premises

- 7.10.1 The buildings, grounds, and facilities of the District are used to serve the educational needs of the students of the District. Pursuant to District Policy and Regulation 4260, no other use shall be permitted to interfere with this primary purpose. Accordingly, the District shall have first priority in the use of District buildings, grounds, and facilities regardless of the terms of this Agreement.
- 7.10.2 Subject to the limitations above, and consistent District Policy No. 4260 and Regulation 4260R the District hereby authorizes THA to access space at the McCarver Primary Building, 2141 S J St, Tacoma, WA 98405 (the

- "Premises"), provided that activities directly related to the educational programs of the District shall have first priority in the use of the Premises.
- 7.10.3 Pursuant to Regulation 4260R, the District has identified that THA's use of the Premises falls into the category of "No charge: as long as custodial staff is on regular duty and no additional district support is needed." THA understands and agrees that if it schedules activities for or has staff present at the Premises when District custodial staff are not normally working, THA will be obligated to provide reimbursement to the District of any direct costs incurred by the District for THA's use of the Premises. THA further understands and agrees that if THA schedules activities that require the presence of District Technical, Nutrition Services, Security, or Maintenance staff at the Premises, it will be obligated to provide reimbursement to the District for any direct costs incurred by the District for THA's use of the Premises.
- 7.10.4 THA may not sublet or allow others access to the Premises without the express written agreement of the District. Prior to obtaining access to the Premises, and prior to the issuance of any Security Access Systems Equipment to THA (if such is issued to THA), THA shall comply with the background check provisions of Paragraph 7.2 above.
- 7.10.5 Should THA need to access additional District facilities for the purpose of effectuating the scope of this Agreement, such additional access will be provided consistent District Policy No. 4260 and Regulation 4260R
- 7.10.6 Where a District educational program conflicts with an activity scheduled pursuant to this Agreement, the District shall identify an alternate District location and/or an alternate time for the performance of those activities.

## 7.11 Governing Law and Venue

This Agreement shall be governed by the laws of the state of Washington. Pierce County, Washington shall be the venue for any litigation arising out of this Agreement.

## 7.12 No Assignment

Neither party shall assign its rights or responsibilities under this Agreement without the written authorization of the other party.

## 7.13 No Third Party Beneficiary

This Agreement does not confer any claim or rights on any third party. It creates no third-party beneficiary.

## 7.14 Entire Agreement

This written Agreement constitutes the mutual and entire agreement of the parties. No alteration or variation of its terms and no oral understandings or agreements not incorporated herein shall be binding.

The parties shall not commence performance of any activity pursuant to this Agreement prior to the occurrence of each of the following conditions: (1) this Agreement must be executed by an authorized representative of THA and the District; and, if required, (2) this Agreement must be approved by the Board of Directors.

The Agreement covers the period between the date of execution through August 31, 2021 inclusive.

We the undersigned agree to the terms of the foregoing Agreement.

[signatures follow]

	TACOMA HOUSING AUTHORITY	TACOMA SCHOOL DISTRICT NO. 10
By:		By:
	Michael Mirra	Carla J. Santorno
	Executive Director	Superintendent
Signe	d this day of, 2016.	Signed this day of, 2016.

## TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: PARTNERSHIP AGREEMENT

#### ATTACHMENT A: DATA ACCESS AND USE AGREEMENT

#### 1. PURPOSE OF WORK

This Data Access and Use Agreement governs the sharing of Confidential Information, defined in Paragraph II below and identified throughout the Agreement and its incorporated attachments, and is made and entered into by and between the THA and the District, pursuant to Chapter 39.34 of the Revised Code of Washington (RCW), and governed by the Family Educational and Privacy Rights Act (FERPA), 20 U.S.C. §1232g et seq. and 34 C.F.R Part 99, and the Privacy Act of 1974, 5 U.S.C. 552a and 24 C.F.R 5 Subpart B. It is the purpose of this Data Access and Use Agreement to set out the terms and conditions under which the District may provide Confidential Information to THA and the designated the Data Analyst, Third Party Research Consultant ("Research Consultant"), and specific THA staff members, as well as the conditions under which the THA may provide Confidential Information to the District.

### 2. CONFIDENTIAL INFORMATION

The District and the THA agree upon the following definition of "Confidential Information" to ensure consistency, proper communication, and compliance with all applicable federal and State laws.

- **2.1** The term "Confidential Information," as used here and in the Agreement and its incorporated attachments includes the following information regarding a student:
  - (1) Name
  - (2) State Student Identification Number (SSID)
  - (3) Student Address
  - (4) Student Date of Birth
  - (5) Post-high school career plans
  - (6) Participation in officially recognized activities and sports
  - (7) Dates of attendance
  - (8) Types of awards and degrees received
  - (9) Daily attendance data, including excused absences, unexcused absences, and, tardiness, as available from an attendance record printout in the District's Student Information System (at the time of Agreement, eSchoolPLUS Student Attendance Report).
  - (10) History of truancy
  - (11) Whether the student has been suspended or expelled
  - (12) Student's current and past grades

- (13) Student's current and past assessment scores
- (14) Student's College Bound Scholarship enrollment status
- (15) Participation in programs for students who are English Language Learners, require specially designed instruction pursuant to an Individualized Education Program (IEP), have accommodations associated with Section 504 of the Rehabilitation Act of 1973 as amended, or students who participate in the highly capable program
- 2.2 "Confidential Information" also includes any additional personally identifiable information of District students or THA program participants, pursuant to (1) the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. Part 99, except that any information identified as "directory information" is still Confidential Information subject to the requirements of this Data Access and Use Agreement; (2) the Privacy Act of 1974 and its implementing regulations at 5 U.S.C. 552a; and (3) any Washington State laws and/or regulations protecting District student and THA program participant information.
- 2.3 Any information that is considered Confidential Information but not explicitly listed in Paragraph (I)(A) above may be released by either party, at its sole discretion, to the other; PROVIDED the releasing party must comply with any applicable governing privacy laws that prohibit or limit disclosure.

### 3. PROCESS FOR SHARING DATA

To release Confidential Information, the District and THA agree to the following procedures:

- 3.1 THA shall provide the District Liaison (or his or her designee) with the name and date of birth of students participating in its housing programs, along with each student's corresponding written consent forms identified in *Exhibit 1 to Attachment A Parent Consent to Release Confidential Information*. The parties must obtain parent consent, or student consent if the student is over 18, prior to the release of any Confidential Information.
- 3.2 The District shall use the information provided by THA to identify students who are served by both THA and the District. The District may then provide Confidential Information to the identified Research Consultant, the Data Analyst, and any specifically named THA staff for the purpose of implementing and evaluating the outcomes of programs described in this Agreement, provided that those individuals have signed *Exhibit 3 to Attachment A Agreement to Access Confidential Information*.

3.3 Should there be a need for the District to provide THA Confidential Information in an electronic format to conduct any of the activities defined in the Agreement, the District shall upload the Confidential Information into a Secure File Transfer (SFT) site and grant the Research Consultant, the Data Analyst, and any specifically named THA staff access to the secure site.

### 4. REDISCLOSURE OF CONFIDENTIAL INFORMATION PROHIBITED

Redisclosure of Confidential information received by either party to this Agreement by the other is strictly prohibited. See the federal FERPA statute at 20 U.S.C. section 1332g and its implementing regulations at 34 C.F.R. Part 99 which prohibit the unauthorized public disclosure and redisclosure of "personally identifiable student information" in or from student "education records;" the Privacy Act of 1974, 5 U.S.C. 552a and its implementing regulations at 24 C.F.R. Part 5 Subpart B which prohibit the unauthorized public disclosure and redisclosure of "personally identifiable information"; and the state ethics law at RCW 42.52.050(2) which prohibits state officers and employees from disclosing confidential information as defined above.

THA shall obtained signed Agreements to Access Confidential information, identified as *Exhibit 3 to Attachment A* for the parties' Data Analyst, Research Consultant, and any authorized staff, including information technology staff and network administrators, who will have access to the Confidential Information provided by the District, The District shall not release Confidential Information to the Research Consultant, Data Analyst, or any THA staff, until the District receives a signed agreement.

## 5. ASSURANCES

The parties hereto agree that all activities pursuant to this Agreement shall be in accordance with all applicable current or future federal, state and local laws, rules and regulations. THA further warrants and expressly agrees to comply with FERPA in general, and 34 C.F.R. § 99.31(a)(6) and further agrees to maintain, use, disclose, or share Confidential Information only in a manner consistent with and pursuant to FERPA and will not disclose any Confidential Information produced to it under the Agreement in any manner that could identify any individual student or parent, except as authorized under FERPA and provided for in this Agreement.

## 6. LIMITATION ON ACCESS AND USE

- 6.1 The THA shall comply with the following limitations on the use of the Confidential Information provided by the District:
  - (1) THA shall not use the Confidential Information provided without prior approval from the District.

- (2) For the limited purpose of ensuring that there is no release of Confidential Information, the THA shall provide drafts of all public displays of information for approval by the District at least ten (10) business days prior to publication. The District shall have the unilateral authority to restrict THA's release of any data or information if, in the District's judgment, such data or information could be deemed Confidential Information, despite being de-identified, because any release could be linked or linkable to a specific student pursuant to the regulations defining "personally identifiable information" in 34 C.F.R. § 99.3.
- (3) THA shall not use the Confidential Information provided for any purpose not specifically authorized under this Agreement and approved under FERPA.
- (4) THA shall not duplicate or re-disclose Confidential Information at the individual level to any other entity other than the parties' identified Research Consultant or Data Analyst, and only to the extent that the Confidential Information is necessary for the performance of the Agreement.
- (5) THA shall protect the confidentiality of Confidential Information as required by the laws cited throughout the Agreement.
- (6) THA shall protect the confidentiality of the Confidential Information when releasing and/or re-releasing Confidential Information, if permitted pursuant to this Agreement. Publicly-reported aggregate results shall not contain any group of fewer than 10 individuals.
- (7) THA shall destroy any and all Confidential Information once access to that information is no longer needed to carry out the required work or upon termination of this Agreement.
- (8) THA shall also take such action as may be necessary to comply with the Privacy Act of 1974, 5 U.S.C. 552a and 24 CFR 5 Subpart B, and other applicable statutory provisions.
- 6.2 The District shall comply with the following limitations on the use of the Confidential Information provided by THA:
  - (1) The District shall not use the Confidential Information provided by THA for any purpose other than to identify students who are both enrolled in the District and participate in THA programs, and to perform the activities in the Agreement.

- (2) The District shall treat all Confidential Information received by THA as educational records pursuant to FERPA, and shall protect it pursuant to the same.
- (3) The District shall only permit access to Confidential Information it receives from THA to its contractors and employees identified in this Agreement and who are advised of and agree to comply with the obligations in this Agreement.

### 7. PHYSICAL SAFEGUARDS

The THA shall comply with the following minimum safeguards for the Confidential Information provided by the District as follows:

- 7.1 Access to the Confidential Information provided by the District shall be restricted to only those authorized personnel who need such information to perform their official duties pursuant to the Agreement.
- 7.2 The Confidential Information shall be transmitted using a Secure File Transfer (SFT) Service.
- 7.3 The Confidential Information shall be stored in an area that is safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use.
- 7.4 The Confidential Information shall be protected in a manner which prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- 7.5 The THA shall take the necessary precautions to ensure that only authorized personnel are given access to on-line files of Confidential Information, if applicable.
- 7.6 The THA shall ensure all personnel with access to the Confidential Information, complete the Agreement for Access (Exhibit 3 to Attachment A Agreement to Access Confidential Information), and ensure that all personnel provided with access to the Confidential Information understand the requirements of the LIMITATION ON ACCESS AND USE and PHYSICAL SAFEGUARDS clauses of this Agreement, and the sanctions under federal and state laws against unauthorized disclosure of information covered by this Agreement.
- 7.7 THA shall destroy or return to the District all Confidential Information provided by the District to THA when the work performed under this Agreement is complete, or when the Contract is terminated.

#### 8. NOTICE OF NONDISCLOSURE

The THA shall ensure that all their authorized personnel, including information technology staff and network administrators, who will have access to the Confidential Information provided by the District, sign the Agreement for Access (see *Exhibit 3 to Attachment A*). No data may be released to any THA personnel or agent until the District receives the completed Agreement for Access for that individual.

### 9. ONSITE INSPECTIONS

The THA shall permit the District to make onsite inspections to ensure that the requirements of State laws, federal statutes, related regulations, and terms and conditions of this Agreement are met.

## 10. TERMINATION OF ACCESS

The District may, at its discretion, disqualify an individual authorized by the THA from gaining access to Confidential Information. Notice of termination of access will be by written notice and become effective upon receipt by the THA. Termination of access of one individual by the District does not affect other individuals authorized under this Agreement.

### 11. RECORDS MAINTENANCE

Both parties hereto shall retain all records, books or documents related to this Agreement for six (6) years beyond the expiration/termination of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

[end of text]

### Exhibit 1 to Attachment A - Data Access and Use Agreement

#### PARENT CONSENT TO RELEASE OF CONFIDENTIAL INFORMATION

Federal and State confidentiality laws and regulations require the Tacoma School District ("District") to obtain written consent from a parent/legal guardian or an adult student (a student 18 years of age or older) before sharing educational records or information contained within educational records with third parties, unless a specific exemption for disclosure without advance written consent identified in the Family Educational Rights and Privacy Act (FERPA) applies. Those exceptions are:

- To other schools to which a student seeks or intends to transfer;
- To specified officials for audit or evaluation purposes;
- To appropriate parties in connection with a student's application for financial aid;
- To organizations conducting certain studies for or on behalf of the school;
- To accrediting organizations;
- When necessary to comply with a judicial order or lawfully issued subpoena;
- To appropriate officials in cases of health and safety emergencies;
- To state and local authorities, within a juvenile justice system, pursuant to specific State laws; and
- Directory information as defined in District Policy/Regulation 3231, unless the student at issue has been identified as an "opt out" during the annual FERPA notification process or the student, or unless the student is in elementary school

Federal and State confidentiality laws and regulations also require the Tacoma Housing Authority (THA) to obtain written consent from a parent/legal guardian or an adult student (a student 18 years of age or older) before sharing housing records or information contained within housing records with third parties.

I am the parent/legal guardian of the student identified below (or I am the adult student identified below):

	Students' Names: First	Middle	Last	Date of Birth (DD-MM-YYYY)
1.				
2.				
3.				
4.				
5.				

I hereby provide my written consent to allow the Tacoma School District to share educational records or information contained within educational records, defined below, with the <u>Tacoma Housing Authority (THA) and its contracted research consultants</u> for the purposes of monitoring my child's progress at school and to design, implement, and evaluate the programs offered by THA and the District.

Student name	Student State Student Identification Number	Student address
Student date of birth	Student Post-high school career plans	Current and past assessment scores
Dates of attendance	Types of awards and degrees received	Daily attendance data
History of truancy	Suspensions and Expulsions	Current and past grades
Participation in officially	College Bound Scholarship enrollment status	Participation in special programs(e.g., ELL,
recognized activities and sports	Conege Bound Scholarship enronnient status	Special Ed., 504, Highly Capable)

### I further consent to THA sharing my child's housing records with the District.

I understand that such consent allows District and THA to share verbal or written information regarding my child(ren). I understand that THA and the District will use these education records to monitor my child's academic progress and to design, implement and evaluate programs in conjunction with THA's contracted research consultant to help children do better in school. I further understand that THA will not disclose my child's educational records to anyone outside THA without written permission from the parent.

This release may be revoked or withdrawn at any time in writing, but that will not affect any information already shared. If I revoke consent, no further information will be shared between THA and the District, unless an exception identified above applies.

Parent/Legal Guardian Printed Name: Parent/Legal Guardian Signature:	 Date:
TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY	

#### Exhibit 2 to Attachment A - Data Access and Use Agreement

## **Agreement for Access to Confidential Information - THA**

The Tacoma Housing Authority (hereafter referred to as "THA") hereby acknowledges and agrees that the personally identifiable student and employee information ("Confidential Information"), disclosed to it by Tacoma School District No. 10 ("District") is for the limited purpose of conducting work as described in the Data Access and Use Agreement to which this is an Exhibit, and will be used only for that purpose.

Further, THA is subject to compliance with all relevant laws and regulations pertaining to the possession and maintenance of such Confidential Information, including, but not limited to the Federal Family Education Rights and Privacy Act, 20 U.S.C. Section 1232g and 34 CFR Section 99 et. seq., and in particular 34 CFR 99.33 pertaining to the redisclosure of personally identifiable information from education records, and the Washington RCW 28A.605.030 and RCW 42.56.230.

THA further is required to maintain the confidentiality of the Confidential Information provided and not to disclose Confidential Information about a student or employee to any other party without the prior written consent of the parent, eligible student or employee, or as is otherwise authorized by law or regulation. THA also agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents, from any and all complaints, charges, causes of action, claims, or damages of every kind and nature whatsoever relating to an improper release of the Information by THA.

THA acknowledges and agrees that when the work with the District has been completed pursuant to this Agreement, all Confidential Information will be destroyed and no copies or other retention of Confidential Information will be maintained.

The undersigned hereby certifies that he/she has the authority to execute this document on behalf of THA.

•		TACOMA HOUSING AUTHORITY By: Executive Director  Printed Name:
	FOR OFFICIAL USE ONLY	Date:
	Data description attached	
	Copy of contract attached	
	Release approved by: (initial)	
	Date approved	

## Exhibit 3 to Attachment A - Data Access and Use Agreement

## Agreement for Access to Confidential Information Employee, Contractor, or Agent

1 - 3	, , -	8.	
employee, contractor, or agent of the TH identifiable student and employee inform Tacoma School District No. 10 ("District described in the Agreement between Tapurpose.	A, hereby acknonation ("Confident") is for the li	ential Information"), disclosed to it by mited purpose of conducting work as	
Further, the Contractor is subject to compliance with all relevant laws and regulations pertaining to the possession and maintenance of such Confidential Information, including, but not limited to the Federal Family Education Rights and Privacy Act, 20 U.S.C. Section 1232g and 34 CFR Section 99 et. seq., and in particular 34 CFR 99.33 pertaining to the redisclosure of personally identifiable information from education records, and the Washington RCW 28A.605.030 and RCW 42.56.230.			
The Contractor further is required to maintain the confidentiality of the Confidential Information provided and not to disclose Confidential Information about a student or employee to any other party without the prior written consent of the parent, eligible student or employee, or as is otherwise authorized by law or regulation. The Contractor also agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents, from any and all complaints, charges, causes of action, claims, or damages of every kind and nature whatsoever relating to an improper release of the Confidential Information by the Contractor.			
The Contractor acknowledges and agrees that when the work pursuant to the Agreement between THA and the District has been completed, all Confidential Information will be destroyed and no copies or other retention of the Confidential Information will be maintained.			
	By:		
Name of Employee, Contractor, or Agent		(signature)	
FOR OFFICIAL USE ONLY		(printed name)	
☐ Data description attached		(printed name)	
☐ Copy of contract attached	Its:		
<ul><li>□ Release approved by: (initial)</li><li>□ Date approved</li></ul>		(position of person signing)	
		(date)	

## TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: PARTNERSHIP AGREEMENT

# INITIATIVE ADDENDUM 1: COLLEGE BOUND SCHOLARSHIP ENROLLMENT INITIATIVE

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows

#### 1. PURPOSE

The purpose of the College Bound Scholarship ("CBS") Enrollment Initiative ("CBS Enrollment Initiative") is to enroll all eligible eighth graders who participate in THA housing programs into the State of Washington's College Bound Scholarship Program, every year. This initiative has been underway since the 2008-09 school year.

This document is Initiative Addendum 1 to the DISTRICT – THA Interlocal Cooperation Agreement: Partnership Agreement. The provisions of that Agreement apply to this initiative.

## 2. PERFORMANCE METRICS

Subject to modification by the parties, the parties intend to track and evaluate the rate of enrollment of all eligible eighth graders who participate in THA's housing programs into the State of Washington's CBS Program every year in comparison with the enrollment rates of all eighth graders in Tacoma, and all eighth graders in the State of Washington, but subject to the limitations on Data Access and Use pursuant to the Agreement.

## 3. MAIN ELEMENTS OF THE INITIATIVE

The CBS Enrollment Initiative will have the following main elements, subject to further planning and design that THA and the DISTRICT will do together:

- annual identification of THA students in the 7<sup>th</sup> and 8<sup>th</sup> grade;
- determine if those students are signed up for the CBS;
- if they are not signed up, encourage students and their parents to enroll;
- annual evaluation of the rate of enrollment among THA students in comparison with the enrollment rates within the District as a whole and in the State, subject to the limitations on Data Access and Use pursuant to the Agreement.

## 4. RESPONSIBILITIES OF THA

THA shall have the following responsibilities, which it will undertake in consultation with the DISTRICT:

- 4.1 THA will develop, plan, and implement a CBA awareness campaign among its housing program participants. This campaign includes, but is not limited to conveying the following information:
  - CBS eligibility criteria;
  - benefits of pursuing postsecondary education;
  - the value of participating in the CBS Program.
- 4.2 THA will develop, plan and implement a way to determine each year which 7<sup>th</sup> and 8<sup>th</sup> graders in THA's housing programs have and have not enrolled in the CBS.
- **4.3** THA will develop, plan and implement a way to enroll all 7<sup>th</sup> and 8<sup>th</sup> graders in THA's housing programs in the CBS program.
- 4.4 THA will participate in the DISTRICT's CBS enrollment efforts for all DISTRICT students.
- 4.5 To the extent allowed by law and pursuant to the Data Access and Use Agreement, Attachment A to the Interlocal Cooperation Agreement, the THA shall provide the DISTRICT with Confidential Information necessary for the design, implementation, and evaluation of the this initiative

## 5. RESPONSIBILITIES OF THE DISTRICT

The DISTRICT shall have the following responsibilities, which it will undertake in consultation with THA:

- 5.1 Coordinate with THA to identify and analyze CBS enrollment data for District students in the THA housing program.
- 5.2 Provide THA, and the parties Data Analyst and Research Consultant, with the data necessary to match DISTRICT student records with THA records to evaluate the outcomes of the CBS Enrollment Initiative.

To the extent allowed by law and pursuant to the Data Access and Use Agreement, Attachment A to the Interlocal Cooperation Agreement, the DISTRICT shall provide THA with Confidential Information necessary for the design, implementation, and evaluation of this initiative.

[signatures follow]

TACOMA	HOUGING	ATITHODITY

#### TACOMA SCHOOL DISTRICT No. 10

Michael Mirra Executive Director	Carla J. Santorno Superintendent
Date:	Date:

# TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: PARTNERSHIP AGREEMENT

#### INITIATIVE ADDENDUM 2: BOOKS FOR CHILDREN PROGRAM

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

#### 1. PURPOSE

The purpose of this initiative is to offer children's books to households with children who participate in THA's housing programs or who visit THA offices. This program seeks to provide these households with appropriate children's books, accompanied by encouragement from THA staff about the importance of reading.

This document is Initiative Addendum 2 to the DISTRICT – THA Interlocal Cooperation Agreement: Partnership Agreement. The provisions of that Agreement apply to this initiative.

## 2. MAIN ELEMENTS OF THE INITIATIVE

The Books for Children Program will have the following main elements, subject to further planning and design by the parties:

- DISTRICT provision of appropriate children's books, to the extent permitted by law (RCW 28A.335.180) and per the District's Policies and Regulations governing surplus materials and texts;
- THA offer of books to households with children that participate in its housing programs, and households who visit its office.
- THA encouragement to households regarding the importance of reading.

### 3. PERFORMANCE METRICS

This initiative will have the following performance metrics:

• The number of books distributed every year;

## 4. RESPONSIBILITIES OF THE THA

THA shall have the following responsibilities, which it will undertake in consultation with the DISTRICT:

4.1 THA shall provide bookcases in all its public offices and in the common areas of all its residential multifamily buildings, posted with an inviting sign stating that the books are free for preschool through twelfth grade educational purposes, and encouraging families to bring the books home.

## 5. RESPONSIBILITIES OF DISTRICT

The DISTRICT shall have the following responsibilities, which it will undertake in consultation with the THA:

5.1 The DISTRICT, at its discretion and in concert with its partnership with other organizations, shall deliver surplus books in its library system to THA, provided that the provision of DISTRICT books is accomplished in accordance with the RCW 28A.335.180 and in compliance with the DISTRICT's policy and regulation 6211 regarding donation of surplus texts and materials.

**10** 

[signatures follow]

TACOMA HOUSING AUTHORITY	TACOMA SCHOOL DISTRICT No.
Michael Mirra	Carla J. Santorno Superintendent
Executive Director	Superintendent
Date:	Date:

# TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: PARTNERSHIP AGREEMENT

# INITIATIVE ADDENDUM 3: HEAD START CLASS AT BAY TERRACE COMMUNITY

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

#### 1. PURPOSE

- 1.1 In Fall of 2013, through a Memorandum of Understanding, the DISTRICT and THA opened a DISTRICT Head Start classroom in THA's Bay Terrace Community, previously referred to as Hillside Terrace. This initiative memorializes the parties' continued collaboration in the DISTRICT's operation of a Head Start class at the THA community of Bay Terrace.
- 1.2 The DISTRICT has 29 Head Start classrooms located at elementary schools throughout the DISTRICT. Parents are responsible for providing transportation to and from those school sites. Many low-income families with pre-school aged children reside in the Bay Terrace community in the Hilltop neighborhood of Tacoma, and in the surrounding parts of that neighborhood, including other THA properties. Due to transportation issues, many of these families do not send their pre-school aged children to the Head Start classes located in the public schools. Locating a District Head Start classroom at a THA housing property leads to greater accessibility and assures a good foundation for student learning through a student's continuation to DISTRICT schools as kindergarteners. It also provides parents of the Head Start children access to a variety of services at the Bay Terrace Community Center and THA programming, including job training, financial literacy, and computer resources.
- 1.3 This document is Initiative Addendum 3 to the DISTRICT THA Interlocal Cooperation Agreement: Partnership Agreement. The provisions of that Agreement apply to this initiative.

### 2. PREMISES

The District shall have exclusive use of the following area ("Premises"): That northeast section of the Bay Terrace Community Center at 2550 South G Street, Tacoma, WA 98405, known as the Head Start Classroom and play area constituting about 2,758 square feet shown on the attached building chart.

#### 3. **DISTRICT OBLIGATIONS**

- 3.1 The District shall use the Premises only for its operation of a Head Start Program.
- 3.2 The District shall provide a Head Start class at THA's Bay Terrace Community Center that will serve 15-20 children ages 3 to 5, predominantly children of Bay Terrace residents. Subject to scheduling changes, the District shall offer the program every morning 8:45 AM 12:45 PM, Monday through Friday, during the District school year typically September through June depending on the District calendar and the Head Start program calendar
- 3.3 The District shall obtain and maintain all necessary licenses, certifications and permits applicable to such use.
- 3.4 The District shall provide all equipment and material required for an effective Head Start program that is fully compliant with Head Start program standards and requirements.
- 3.5 The District shall provide staffing for the Head Start program that is fully compliant with Head Start minimum program standards and requirements, including one full time teacher, one part-time educational assistant, and a halftime family support specialist, unless those requirements are otherwise adjusted by Head Start, at which time the District shall comply with the then current requirements. In addition, the District will utilize services provided to it from the Head Start program, which may include administration, training, and nursing services.
- 3.6 The District shall work closely with THA to enroll Bay Terrace families into the Head Start program and to encourage participation in Head Start parenting activities;
- **3.7 Nuisance, Disturbance and Risk:** The District shall not permit anything to be done on the premises tending to create a nuisance or disturbance to other uses in the neighborhood or to THA and its operations, employees, and volunteers.
- **3.8** Compliance with Law: The District agrees to comply with all of the ordinances of the City of Tacoma and the laws of the State of Washington relating to its use.
- **3.9 Space Heaters:** The District shall not use any space heater under any circumstances.
- **3.10 Damage:** Should there be damage on the Premises that results from the carelessness, negligence, or improper conduct by the District or its employees, guests, invitees, clients or program participants, the parties shall work

- collaboratively to determine reasonable costs for repair based on the circumstances leading to such damage.
- **3.11 Alterations:** The District shall not alter or replace carpets, fixtures or other THA improvements without THA's written consent.
- **3.12 Condition Upon Return**: Upon the termination of this agreement, the District will return possession of the premises in as good order and condition as it was when its possession began, reasonable use and wear excepted.

#### 4. THA'S OBLIGATIONS

THA shall have the following obligations:

- 4.1 THA shall provide a classroom, play area, and amenities at the premises that meet the Head Start standards for physical environment and facilities as described in 45 CFR 1304.53:
- 4.2 THA shall provide an outdoor play area that meets the Head Start standards for physical environment and facilities as described in 45 CFR 1304.53;
- **4.3** THA shall provide a safe, attractive, and healthy environment for the children and their families and District Head Start staff;
- 4.4 THA shall maintain in good and attractive order the exterior of the premises, including exterior walls, exterior glass, roof and foundation, and the exterior grounds, as well as the utility systems of the building.
- **4.5** THA shall provide maintenance and janitorial services to the premises and the building in which it sits.
- 4.6 THA shall provide safe access to the classroom for drop-off and pick up of children;
- 4.7 THA shall work with the Head Start program to encourage Bay Terrace residents to enroll their children in Head Start;
- 4.8 THA shall work with community partners to provide services to the Bay Terrace families of the children enrolled in the Bay Terrace Head Start class, provided that THA shall not disclose any Confidential Information to community partners absent written from the parent of a student; and
- 4.9 THA shall pay all taxes, fire benefit charges, local improvement district assessments, and other similar charges, if any, due on the property.

## 5. NO ASSIGNMENT AND SUBLEASING

The District shall not assign this agreement or sublet the premises without THA's prior written consent which THA may grant or withhold at its sole discretion.

### 6. MISCELLANEOUS

## **6.1** THA's Right to Enter and Inspect:

THA shall have the right to enter and inspect the premises upon reasonable advance notice to the District. THA may also enter to perform its janitorial and maintenance services. It shall perform these services in a way that does not interfere with District's Head Start programming or activities.

## **6.2** Estimated Value of Contribution

- 6.2.1 The District's in-kind contribution pursuant to this Initiative includes the provision of staffing, furniture, student meals, and curriculum material.
- 6.2.2 THA's in-kind contribution pursuant to this Initiative include the provision of classroom space at THA's Bay Terrace community center, including maintenance and operation costs of that space at no expense to the District.

[signatures follow]

TACOMA HOUSING AUTHORITY	TACOMA SCHOOL DISTRICT No. 10
Michael Mirra	Carla J. Santorno
Executive Director	Superintendent
Date:	Date:

# TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: PARTNERSHIP AGREEMENT

## **EXHIBIT 1: ADDENDA TO CONTRACT FOR SERVICES**

## For informational purposes only, expressly not incorporated by reference



# TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: CONTRACT FOR SERVICES

#### ATTACHEMENT B: ELEMENTARY SCHOOL HOUSING ASSISTANCE PROGRAM

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

#### 1. PURPOSE

The Elementary School Housing Assistance Program ("Housing Program") is an initiative between the District and THA currently identified in applications for Bill & Melinda Gates Foundation Grants that provides housing assistance and case management services at designated District elementary schools to support enrolled District students and their families who are homeless or face imminent risk of homelessness, and who meet other qualification criteria identified below. The duties and responsibilities identified below are for the purposes of implementing the Housing Program.

This initiative began at McCarver Elementary School in the school year 2011-2012. THA and District seek to review the program design to account for what they learned and to expand the program to other District elementary schools.

The initiative seeks to address the effects of family homelessness and housing instability on student achievement and schools. Research clearly shows that homelessness and the resulting transience of students can have ruinous effects on school outcomes for the children who come and go and for their classmates and teachers who must watch it happen. This initiative seeks to have the following effects:

- reduce school transfers for the assisted students
- improve academic outcomes for the assisted students
- lower transier rates for the entire school population of students
- improve academic metrics for the entire school population
- increase stability for the assisted families
- increase earned income for the assisted families

This document is Initiative Addendum B to the DISTRICT – THA Interlocal Cooperation Agreement: Contract for Services. The provisions of that Agreement apply to this initiative.

## 2. PERFORMANCE MEASURES

Subject to modification by the parties, this initiative will track and evaluate changes in the following metrics for the cohort children and the school in comparison with the same metrics, as data are available, for other homeless students and parents at the school, other students and parents at the school and other schools in the district:

- number of school transfers
- attendance
- discipline
- academic performance
- summative reading and math scores
- progress toward meeting grade level competencies
- parental education, training and employment
- educational and training attainment
- employment
- household income
- earned income
- total household income
- qualitative assessments of school parents, faculty, and staff
- Lether metrics as the parties may choose

## 3. ELEMENTS OF THE HOUSING PROGRAM

THA shall ensure that the Housing Program includes the following elements, as further defined in Section 4 below:

- 3.1 Rental assistance to District families participating in the Housing Program;
- 3.2 Case management support, through its caseworkers, to District families participating in the Housing Program;

- 3.3 A system of formative evaluation through a Data Analyst consistent with the metrics to evaluate outcomes mutually agreed upon by the District and THA; and
- 3.4 A system of summative evaluation through the Research Consultant consistent with the metrics to evaluate the outcomes mutually agreed upon by the District and THA.

#### 4. ADDITIONAL THA RESPONSIBILITIES

THA shall have the following additional responsibilities for this program, which it will undertake in collaboration with the District:

- 4.1 Rental Assistance. THA shall be solely responsible for funding, providing, and administering rental assistance provided to District families participating in this Housing Program. THA shall determine the amount and duration of the rental assistance according to criteria developed by THA.
- 4.2 Size of Cohort of Participating Families for Each District School. THA shall determine the number of families to be served at each school. THA shall consider, at minimum, the following factors for determining the number of families to be served:
  - (1) The extent of the need at the school,
  - (2) The number of families the program should assist in order to have a school wide effect.
  - (3) The amount of resources available to fund the rental assistance and the supportive services.

## 4.3 Eligibility Determinations and Terminations

- (1) THA shall develop and set forth the criteria it shall use to determine if a family is eligible to receive rental assistance, and shall consult with the District in determining those eligibility criteria and in making eligibility decisions for the Housing Program. Regardless of THA's duty to consult with the District, THAs shall have sole decision making authority regarding all eligibility determinations for the Housing Program.
- (2) Should THA move to terminate a District family's participation in the Housing Program, THA shall first consult with the District's Liaison regarding the circumstances leading to termination, and receive input from the District regarding any additional factors for consideration in its decision.

## 4.4 Commitment from Participating Parents

THA shall determine, in consultation with the District, the commitment it will ask of participating parents as a condition of receiving rental assistance. Regardless of THA's duty to consult with the District, THA shall have sole decision making authority regarding whether a parent has met the required commitments. These commitments may include, but shall not be limited to:

- (1) Continued enrollment at the participating school
- (2) Active support for his/her children's education defined as:
  - (a) Ensuring children attend school on time every day;
  - (b) Providing homework time and homework space available at home;
  - (c) Attending every parent teacher/student conference;
  - (d) Attending PTA meetings;
  - (e) Reading with the children at home
  - (f) Cooperating with the Housing Program's caseworkers to invest in the parent's own education and employment prospects with a goal for the parents to be as self-sufficient and stable as possible by the end of the rental assistance.

## 4.5 Caseworkers and Case Management Support

- (1) The shall here and manage the Caseworkers for the Housing Program. The shall include the District Liaison as a participant in the selection and ongoing performance review of the caseworkers for the activities identified in this Agreement. This participation shall include, but not be limited to, serving as a full member on interview panels and participating in the selection decision as a voting member, and providing input on the performance of the Caseworkers responsibilities pursuant to the Agreement.
- (2) THA shall offer the parents, through its Caseworkers, case management services to District families to assist those families fulfill their commitments for the Housing Program. THA's duties for case management services includes, at minimum:
  - (a) Assessment of family needs;

- (b) Weekly home visits, as case management resources permit;
- (c) Connection of families to resources, including drug/alcohol and mental health counseling;
- (d) Provision of support and encouragement for parents seeking education, training and employment;
- (e) Providing support and encouragement participation in District education programs;
- (f) Attendance at District school events that District families are likewise expected to attend;
- (g) Attendance at additional meetings that District students' parents are asked to attend, subject to any state or federal law regulation that permits the District and/or the parent to invite certain attendees;
- (h) Coordination with District's schools in monitoring compliance of families as it relates to school matters and other conditions of participation in the Housing Program, as set out by the parties;
- (i) Collaboration with teachers to develop partnerships between parents and the schools.
- (3) Additionally THA shall require its Caseworkers to do the following, as resources permit
  - Attend regularly scheduled District staff meetings at District schools they serve, as applicable;
  - (b) Attend monthly scheduled group meetings with District staff assigned to work under this Agreement;
  - Attend weekly meetings with the District Liaison and school counselor;
  - (d) Communicate with parents with children enrolled at District schools who may be eligible for the Housing Program, and otherwise participate in District efforts to recruit program participants.

- 4.6 Housing Program Evaluation. THA shall evaluate the outcomes of the Housing Program using metrics and outcomes mutually agreed upon by the District and THA. THA shall be solely responsible for the cost of a Data Analyst and Research Consultant for the purpose of summative and formative evaluations of the Housing Program.
- **Data Sharing.** To the extent allowed by law and pursuant to Attachment A Data Access and Use Agreement, THA shall provide the District with the Confidential Information necessary to match THA records with District student records, and for the design, implementation, and evaluation of the Housing Program.

## 5. ADDITIONAL DISTRICT RESPONSIBILITIES

The District shall have the following additional responsibilities for this program, which it shall undertake in collaboration with THA:

- **5.1 Choice of School.** The District shall include the following schools as participants in the Housing Program:
  - (1) McCarver Elementary School
  - (2) Any other school identified by the District in consultation with THA; provided the District maintains final authority to select its schools to participate in the Housing program.
- 5.2 Recruitment of Housing Program Participants. The District shall identify potentially eligible parents and students at each school and encourage their application for the Housing Program.
- Use of District Premises for THA's Caseworkers. In accordance with the Use of District Premises provisions identified in the Agreement, the District shall provide THA's Caseworkers, at certain school(s) identified by the District, adequate office and meeting space that adhere to the minimum privacy standards necessary for the work to be performed pursuant to the Agreement.
- 5.4 District School Relationship with THA's Caseworkers. The District Liaison shall facilitate the working relationship between THA's caseworkers and District school staff and faculty, through the following:
  - (1) Assist staff in understanding the purpose and goals of the Housing program;

- (2) Explain the roles and expectations of the THA Caseworkers to District school staff:
- (3) Explain the roles and expectations of the District staff and faculty to the THA Caseworkers;
- (4) Develop and explain the process of reporting concerns or issues as it relates to those roles and expectations;
- (5) Assist the THA Caseworkers and District standard faculty coordinate their efforts for the students, parents and school they serve in common.
- 5.5 Housing Program Evaluation. The District shall encourage school staff and faculty to participate in the evaluation of the initiative at their school, including responding to surveys from the Data Analyst or Research Consultant.
- Data Sharing. To the extent allowed by law and pursuant to Attachment A Data Access and Use Agreement, the District shall provide THA with the Confidential Information necessary for the design, implementation, and evaluation of the Housing Program.

[signatures follow]

TACOMA HOUSING AUTHORITY	TACOMA SCHOOL DISTRICT No. 10
Michael Mirra Executive Director	Carla J. Santorno Superintendent
Date:	Date:

## TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: CONTRACT FOR SERVICES

# ATTACMENT C: CHILDREN'S SAVINGS ACCOUNTS PROGRAM FOR THE CHILDREN OF SALISHAN

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

#### 1. PURPOSE

The Children's Savings Account Program ("CSA Program") is an initiative currently identified in applications for Bill & Melinda Gates Foundation Grants between THA, the District, the Corporation for Enterprise Development (CFED), Heritage Bank, the YMCA of Tacoma-Pierce County, Junior Achievement, and additional funders. The purpose of the program is to assist families of THA's Salishan community in establishing college savings accounts for eligible students who attend District elementary schools, First Creek Middle School ("First Creek") and Lincoln High School ("Lincoln").

The purpose of this initiative is help low-income Tacoma students into college or other worthwhile educational or training programs after high school.

To implement the CSA Program, the District and THA agree to the responsibilities and requirements herein.

This document is Initiative Addendum 2 to the DISTRICT – THA Interlocal Cooperation Agreement. The provisions of that Agreement apply to this initiative

## 2. PERFORMANCE MEASURES

Subject to modification by the parties, this initiative will track and evaluate changes in the following metrics for the cohort students and parents, in comparison with other metrics as data are available, for other students and parents at the participating schools, and at other schools in the district:

## 2.1 Long Term Metrics

- high school graduation rates
- rate of enrollment in qualified educational or training programs after high school
- rates of graduation from those programs

## 2.2 Middle Term Metrics

- rate of family deposits into the accounts
- rate of students from 6th to 12th grade meeting plan milestones
- student test scores
- student grade point average
- student attendance
- student discipline
- percentage of unbanked families getting tanked
- 2.3 Qualitative assessments of school faculty, staff and parents Other metrics that THA and may DISTRICT identity.

## 3. ELEMENTS OF THE INITIATIVE

THA shall ensure the CSA Program includes the following elements, as further defined in Section 4 below THA shall undertake this in collaboration with the District:

- 3.1 Savings accounts for District students in THA's Salishan community that meet eligibility criteria.
- Matching deposit funds for District students from kindergarten through 5<sup>th</sup> grade up to yearly maximums, within the limits of available funding;
- 3.3 Further deposits into the accounts of 6<sup>th</sup> grade through 12<sup>th</sup> grade students who meet specified goals, within the limits of available funding;
- 3.4 Financial training for students and parents;
- 3.5 Evaluation of the CSA Program

#### 4. ADDITIONAL RESPONSIBILITIES OF THA

Subject to the availability of available funds, THA has the following responsibilities for the CSA program, which it will undertake in collaboration with the District:

- 4.1 Offer the CSA program to eligible District students. THA shall offer savings accounts through the CSA program to the following District students:
  - (1) All kindergarten students living in THA's Salishan community and enrolled in any District school beginning in the 2015-2016 school year and afterward;
  - (2) All District students enrolled in kindergarten at Lister Elementary School beginning in the 2015-2016 school year and afterward, regardless of whether the student lives in THA's Salishan community;
  - (3) All 6<sup>th</sup> grade District students living in the THA's Salishan community and enrolled at First Creek Middle School beginning in the 2015-2016 school year and afterward.
- 4.2 Elementary School Savings Accounts and Matched Deposits. For elementary students participating in the CSA Program, The shall match the families deposit into the accounts up to a certain specified maximum dollar amount.
- 4.3 Secondary School Savings Accounts and Matched Deposits. For secondary students participating in the SA Program, THA shall deposit further amounts into the accounts as students complete specific goals set for the student by the student and a counselor, up to a certain specified maximum dollar amount.
- 4.4 Fundraising. THA shall be solely responsible for raising funds for the CSA Program's account deposits. The amount of funds raised will determine the size of the program and the amount of the deposits to District student accounts. At any time, THA may terminate or limit the program if funding is not sufficient to establish or continue the program, subject to the termination procedures identified in the Agreement. Should THA select to terminate the CSA program, the District agrees that such termination can occur without penalty.
- 4.5 Account Custodian. THA shall be the custodian of the bank accounts, and shall be solely responsible for their management and for any deposits and withdrawals according to any relevant laws and regulations, and in accordance with any CSA Program Rules established by the THA, the District, and other partners.

- 4.6 Access to the Account Balance. As required by the Program Rules, THA shall (1) make any student's account balance available upon the student's graduation from high school and enrollment in a qualified post-secondary education program, and then only for the costs of attendance; and (2) return the family's contributions to the account should the family or student withdraw or be terminated from the program. THA shall comply with all laws and regulations
- 4.7 Indemnification. THA shall defend, indemnify, and noted the District harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with the THA's actions concerning or related to the CSA Program and the associated bank accounts, or the representations or warranties made by THA regarding such program and accounts, including any loss, damage corruption, or improper release of monies held in those the accounts, or acts or omissions of negligence, willful misconduct, or fraud of the THA, or its employees or agents, to the fullest extent permitted by law.

## 4.8 Financial Literacy for Students and Parents

- (1) Financial Literacy Instruction for Parents. PHA shall arrange, at THA's expense, financial training/education courses for participating parents at schools designated by the District Liaison and in coordination with the District Liaison and the District school's principal, at a time that is mutually agreeable by the District and THA. Alternatively, THA shall provide information to parents for enrolling in a financial literacy training programs available from other organizations in Tacoma
- (2) Financial Interacy Instruction for Students. THA shall arrange, at THA's expense, financial training/education courses to District students, in coordination with the District Liaison and the District school's principal, at a time that is mutually agreeable by the District and THA. Should THA seek to provide such instruction during the school day or during school programs, the instruction must be approved by the District's Liaison and the District school's principal where instruction is expected to occur, and must be connected with the State of Washington's academic learning standards for the relevant grade. Such approval is at the District's sole discretion.
- 4.9 Recruiting District Families. THA shall develop and print marketing materials promoting the CSA Program and the corresponding financial training/education courses, for distribution at the participating District schools. THA shall bear all costs of printing and distribution of such materials.

- 4.10 CSA Program Evaluation. THA shall evaluate the outcomes of the CSA Program using metrics and outcomes mutually agreed upon by the District and THA. THA shall be solely responsible for the cost of a Data Analyst Research Consultant for the purpose of summative and formative evaluations of the CSA Program.
- 4.11 Data Sharing. To the extent allowed by law and pursuant to Attachment A Data Access and Use Agreement, THA shall provide the District with the Confidential Information necessary to match THA records with District student records, and for the design, implementation, and evaluation of the CSA Program.

## 5. ADDITIONAL RESPONSIBILITIES OF THE DISTRICT

The District shall have the following additional responsibilities for this program, which it will undertake in collaboration with THA:

- **Recruiting District Families.** The District shall publicize and distribute CSA Program materials at Lister and First Creek, in addition to other identified schools mutually agreed upon by the parties, to encourage participation in the CSA program by District students and families.
- 5.2 Financial Literacy. The District shall collaborate with THA in the development and provision of financial education/training courses for parents and students. Should THA seek to provide such instruction during the school day or during school programs, the District's Liaison and the District school's principal shall first approve the provision of instruction, and shall ensure the instruction is tied to the State of Washington's academic learning standards for the relevant grade. The District shall have sole discretion in approving financial literacy instruction.
- THA Use of District Premises. The District shall provide space to THA to host the financial training/education courses and Housing Program recruitment events for parents of District students who participate in the CSA Program, and/or District students who participate in the program, in accordance with the Use of District Premises provisions identified in the Agreement, and at a time and location agreed to by the District.
- 5.4 CSA Program Evaluation. The District shall encourage school staff and faculty to participate in the evaluation of the CSA Program at their school, including responding to surveys from the Data Analyst or Research Consultant.

**Data Sharing.** To the extent allowed by law and pursuant to *Attachment A - Data Access and Use Agreement*, the District shall provide THA with the Confidential Information necessary for the design, implementation, and evaluation of the CSA Program.

TACOMA SCHOOL DISTRICT No. 10

[signatures follow]

TACOMA HOUSING AUTHORITY

Michael Mirra	Carla I. Santorno Superintendent
Executive Director	Superimendent
Date:	Date:
Date.	Date:

## TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: CONTRACT FOR SERVICES

#### ATTACHMENT D: EARLY WARNING ATTENDANCE INITIATIVE

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

#### 1. PURPOSE

The Early Warning Attendance Initiative ("Attendance Initiative") is a partnership between THA and the District currently identified in applications for Bill & Melinda Gates Foundation Grants. It seeks to identify District students who are part of THA's housing programs who are most vulnerable or at risk of dropping out, based upon the current and past attendance history. After identification, the parties plan to intervene with District students, using evidence-based practices, to improve the District Student's attendance. This initiative will begin in the 2016-2017 school year. To implement the Attendance Initiative, District and THA agree to the responsibilities and program requirements defined herein.

## 2. ELEMENTS OF THE INITIATIVE

THA shall ensure that the Attendance Initiative includes the following elements, as further defined in Paragraph III below:

- 2.1 Identification of District students in THA's housing program who are at risk of dropping out of school based upon their current and past attendance history;
- 2.2 Design and implementation of intervention strategies for District students
- Design and implementation of an attendance awareness campaign
- 2.4 Evaluation of the Attendance Initiative

## 3. ADDITIONAL RESPONSIBILITIES OF THA

THA has the following additional responsibilities for the Attendance Initiative:

3.1 Risk Identification. In collaboration with the District, THA shall use the District's existing evidenced-based process of analyzing attendance data to create a student attendance profile ("Profile"), and shall use information obtained from the District to further review and analyze data on District students in THA housing programs. Such review is for the purpose of predicting a student's risk of

- dropping out of school. THA's use of the District's attendance data is subject to the Data Access and Use Agreement, Attachment A.
- 3.2 Intervention Strategies. In collaboration with the District, THA shall use the District's existing evidence-based tiered system of intervention for District students who have Profiles that indicate the student is "at risk" of non-timely graduation or dropping out of school. Additionally, THA shall collaborate with the District in creating individual plans of intervention for District students who are most at risk of non-timely graduation or dropping of school.
- 3.3 Attendance Awareness Campaign. In collaboration with the District, THA shall develop, plan, and implement an attendance awareness campaign for parents and students in THA housing programs. This campaign shall include, but not be limited to:
  - (1) Awareness regarding when a child should be kept home suck or sent to school
  - (2) Dissemination of statistics regarding the importance of student attendance
  - (3) Development of written materials and there regarding the importance of school attendance
- Attendance Initiative Evaluation. FHA shall evaluate the outcomes of Attendance Initiative using metrics and outcomes mutually agreed upon by the District and THA. THA shall be solely responsible for the cost of a Data Analyst and Research Consultant for the purpose of summative and formative evaluations of the Atendance Initiative.
- Data Sharing. To the extent allowed by law and pursuant to Attachment A Data Access and Use Agreement, THA shall provide the District with the Confidential Information necessary to match THA records with District student records, and for the design, implementation, and evaluation of the Attendance Initiative.

## 4. ADDITIONAL RESPONSIBILITIES OF THE DISTRICT

The District shall have the following additional responsibilities for this program, which it will undertake in collaboration with the District:

- **4.1** Use of Risk Identification Profiles. The District shall use its attendance Profiles, in collaboration with THA, to predict a participating student's risk of dropping out of school.
- 4.2 Intervention Strategies. The District shall implement and refine its evidence-based tiered system of intervention and the individual intervention plans developed in collaboration with THA.

- 4.3 Attendance Initiative Evaluation. The District shall encourage school staff and faculty to participate in the evaluation of the Attendance Initiative at their school, including responding to surveys from the Data Analyst or Research Consultant.
- **4.4 Attendance Awareness Campaign.** The District shall participate in attendance awareness campaigns developed by THA.
- 4.5 Attendance Initiative Evaluation. The District shall encourage school staff and faculty to participate in the evaluation of the Attendance Initiative at their school, including responding to surveys from the Data Analyst or Research Consultant.
- 5. Data Sharing. To the extent allowed by law and pursuant to Attachment A Data Access and Use Agreement, the District shall provide THA with Confidential Information necessary for the design, implementation, and evaluation of the Attendance Initiative.

[signatures follow]

TACOMA HOUSING AUTHORITY	TACOMA SCHOOL DISTRICT No. 1	ΙO
Michael Mirra	Carla J. Santorno	
Executive Director	Superintendent	
Date:	Date:	

# TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: CONTRACT FOR SERVICES

# ATTACHMENT E MANAGEMENT OF THE BILL & MELINDA GATES FOUNDATION GRANTS

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

#### 1. PURPOSE

The purpose of this Attachment is to: (1) coordinate the effective management of the grants THA and the District have received from the Bill & Melinda Gates Foundation; (2) satisfy the grant requirements; and (3) effectively use the investment to serve District students and schools.

To date, the Gates Foundation has provided six grants to support THA and the District's partnership:

- 2010 Gates Grant 1, \$153,900.00, 13 months
- 2011 Gates Grant 2, \$450,000,36 months
- 2012 Gates Grant 3, \$150,000.00, 12 months
- 2013 Gates Carant 4, \$400,000.00, 26 months
- 2014 Gates Grant 5, \$100,000.00, 15 months
- 2015 Gates Grant 6, \$694,543.00, 24 months

THA is the grant recipient.

The District and THA intend to use the grants for the following purposes:

- Expand the Elementary School Housing Assistance Program (see Attachment B);
- Support the Children's Savings Account Program (see Attachment C);
- Support the Early Warning Attendance Initiative (see Attachment D);
- Support THA and the District's efforts to share Confidential Information to evaluate outcomes based on mutually agreed to performance metrics of all the programs identified in the Agreement.

#### 2. ADDITIONAL RESPONSIBILITIES OF THA

THA shall have the following additional responsibilities, which it will undertake in collaboration with the District:

- 2.1 Receive and manage the Bill and Melinda Gates Foundation Grant for use as identified in the budget developed pursuant to this Agreement ("Grant Budget").
- 2.2 Develop the Grant Budget for the work and activities performed pursuant to this Agreement in collaboration with the District. THA shall obtain approval from the District on all final budgetary decisions with respect to the grant funds.
- 2.3 Upon mutual agreement between THA and District, designate a Research Consultant to review and evaluate the programs implemented through this Agreement.
- 2.4 Upon mutual agreement between THA and District, designate a Data Analyst to manage all data sharing and conduct additional data analysis as requested by THA and the District.
- 2.5 Serve as the employer or contracting agent of the Research consultant, Data Analyst, and Caseworkers identified in the Agreement and in accordance with the provision regarding each party's independent Capacity, regardless of the District's participation in the selection of, and collaboration with such individuals pursuant to this Agreement.
- 2.6 Maintain all records; books or documents related to this Agreement, except for Confidential Information, for six (6) years beyond the expiration/termination of this Agreement.

## 3. ADDITIONAL RESPONSIBILITIES OF THE DISTRICT

The District shall have the following additional responsibilities:

3.1 Collaborate closely with THA in the management of the Gates grant and the development of budgets for the grants and the use of the grant funds.

3.2 Maintain all records, books or documents related to this Agreement, for six (6) years beyond the expiration/termination of this Agreement.

[signatures follow]

TACOMA HOUSING AUTHORITY	TACOMA SCHOOL DISTRICT No. 10
Michael Mirra	Carla / Santorno
Executive Director	Superintendent
Date:	Date:
	· ·

#### INTERLOCAL COOPERATION AGREEMENT

#### **CONTRACT FOR SERVICES**

between

#### TACOMA SCHOOL DISTRICT NO. 10

(hereinafter referred to as "DISTRICT") 601 South 8<sup>th</sup> Street P. O. Box 1357 Tacoma, WA 98401-1357

and

#### TACOMA HOUSING AUTHORITY

(hereinafter referred to as "THA") 902 South L. Street Tacoma, WA 98405

## 1. PURPOSE AND RECITALS

- 1.1 The purpose of this Agreement is to identify the duties and responsibilities of the parties related to the implementation of certain initiatives undertaken by the parties to address the needs of District students and families in THA housing programs. The initiatives identified in this Agreement are intended to be funded in combination of third party grants and through payments by the District to THA for the provision of contractual services identified in this Agreement. This Agreement is specific to initiatives currently identified in applications for Bill & Melinda Gates Foundation Grants.
- 1.2 The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington (RCW), provides for interlocal cooperation between public agencies. Pursuant to Chapter 39.34 RCW, any two public agencies may enter into agreements with one another for joint or cooperative action to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
- 1.3 The District and THA are public agencies under Chapter 39.34 RCW.
- 1.4 They enter this Agreement pursuant to Chapter 39.34 RCW to make the most efficient use of their powers and resources and to enable their cooperation for mutual advantage to better serve their common community.

Now, therefore, in consideration of the mutual agreements contained herein ("Agreement"), the parties agree as follows:

#### 2. RESPONSIBILITIES OF THE PARTIES

The purpose of this Agreement is to facilitate initiatives currently identified in applications for Bill & Melinda Gates Foundation Grants (Elementary Housing Assistance Program, Children's Savings Account for the Children of Salishan and Early Warning Attendance Initiative). In order to accomplish the general objectives of this Agreement, THA and the District shall perform the specific duties in accordance to the terms defined herein, and the following attachments, which are incorporated herein by reference:

- Attachment A Data Access and Use Agreement;
- **Attachment B** Elementary Housing Assistance Program;
- Attachment C Children's Savings Account for the Children of Salishan;
- Attachment D Early Warning Attendance Initiative; and
- Attachment E Management of the Bill & Melinda Gates Foundation Grants

Additionally, the District shall remit payment to THA in an amount not to exceed \$125,000.00 per school year, inclusive of sales tax, beginning in the 2016-2017 school year, and ending at the close of the 2020-2021 school year, for THA's services rendered pursuant to this Agreement. District shall remit payment to THA according to the terms identified in this Agreement and its incorporated attachments, provided that the District maintains the ability to, at its sole discretion, terminate this Agreement at any time due to funding limitations.

The total value of this Agreement shall not exceed \$625,000.00, inclusive of sales tax.

## 3. OTHER AGREEMENTS AND RESPONSIBILITIES OF THE PARTIES

The District and THA further agree to, and shall comply with, the following terms:

### 3.1 EXECUTIVE CONSULTATION AND COMMUNICATION.

- 3.1.1 *Executive Consultation*: The District's superintendent and the THA's executive director shall confer periodically. Their purpose in doing so will be to review the initiatives under this Agreement, to envision future ones, to anticipate or resolve any difficulties with implementation, and to refresh the shared commitment to the Agreement.
- 3.1.2 THA's Executive Director and the District's Superintendent shall each designate a Liaison to serve as the administrative designee for this Agreement pursuant to RCW 39.34.030(4)(a). The parties agree to consult each other in the selection of

- a Liaison. Consultation includes participation in the interview and selection process
- 3.1.3 <u>Duties of the Liaison</u>. Each party's Liaison shall have the following responsibilities:
  - (a) Be the primary point of contact for communication for all matters relating to this Agreement.
  - (b) Lead and manage their respective organization's participation with the design, implementation, and evaluation of programs that THA and the District undertake pursuant to this Agreement.
  - (c) Lead and manage their respective organization's effort to seek funding for activities under this Agreement and to manage the grants received.
  - (d) Represent their organizations at the regional education meetings convened by the Bill & Melinda Gates Foundation.
  - (e) Monitor implementation of this Agreement.
  - (f) Review the ongoing progress of the activities and programs identified in this Agreement, and review overall outcomes of such activities and programs to help plan for future programs.
- 3.1.4 **Duty to Communicate**. Each party's Liaison shall communicate with the other party's Liaison on any decision regarding this Agreement whether the decision is through mutual agreement, consultation, or at the party's sole discretion in advance of entering such decision and in advance of any public comment or communication about such a decision. Additionally, the party's Liaison shall communicate any decisions or changes within their respective organizations that may have an impact on the relationships or work necessary for the programs developed pursuant to this Agreement. The parties agree upon the intent to work collaboratively, and to avoid circumstances of surprise related to any programs or activities in this Agreement.
- 3.2 TREATMENT OF ASSETS. Except as otherwise provided for in the Agreement, the ownership and title to all real property and all personal property purchased by the THA in the course of performing this Agreement with moneys paid by the District shall vest in the District, except for supplies consumed in performing this Agreement. THA shall surrender property and title to the District without charge prior to settlement upon completion, termination, or cancellation of this Agreement. Any property of the District furnished to THA shall, unless otherwise provided herein or approved by the District, be used only for the performance of the Agreement. THA shall be responsible for any loss or damage to property of the District that results from the negligence of THA or the failure

on the part of THA to maintain and administer that property in accordance with sound management practices. If any property is lost, destroyed, or damaged, THA shall notify the District and take all reasonable steps to protect the property from further damage. All reference to THA under this clause shall include THA's employees, agents, and subcontractors.

- 3.3 **BACKGROUND CHECKS.** Consistent with RCW 43.43.834, THA shall require each applicant for employment or volunteer who may have contact with children or vulnerable adults in the work to be performed under this Agreement to disclose whether he or she has been convicted of a crime and/or had findings made against him or her in any civil adjudicative proceeding as defined in RCW 43.43.830. THA shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Agreement. Pursuant to RCW 28A.400.330, THA shall not permit any employee, subcontractor, intern or volunteer from performing work under this Agreement who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for the District immediately terminating the Agreement. THA shall incorporate this requirement into every subcontract it enters relating to services with the District in the work to be performed under this Agreement.
- **3.4 DATA ACCESS AND USE.** The District and THA shall share and use data and Confidential Information pursuant to *Paragraph 3.5 Confidentiality* and *Attachment A Data Access and Use Agreement,* for the purpose of designing, adjusting, evaluating, and identifying the needs of the programs implemented pursuant to this Agreement.

Additionally, the THA shall, upon agreement of the District, select a Data Analyst and Research Consultant to perform work related to gathering data and conducting analysis and evaluation identified in this Agreement.

3.5 CONFIDENTIALITY. THA and the District acknowledge that certain data, material, or information which originates from this Agreement regarding students may consist of confidential records owned by the District or THA, or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. THA and the District, therefore, agree to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. THA agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting redisclosure. THA shall execute *Exhibit 2 to Attachment A*, pertaining to the confidentiality of certain records, and shall ensure that each employee, contractor, or agent who will have access to information identified in this Agreement execute *Exhibit 3 to Attachment A*, pertaining to the confidentiality of certain records.

#### 3.6 INSURANCE.

Each party shall maintain insurance coverage. THA is covered by the Housing Authorities Risk Retention Pool (HAARP), a join public entity self-insurance program pursuant to RCW 46.62.040 and 48.62.035. the DISTRICT is covered through the Washington Schools Risk Management Pool (WSRMP).

Additionally, each party to this Agreement shall carry and maintain, at its own expense including any applicable deductibles or retentions, insurance policies or coverage agreements of the kind and with limits as follows:

Should THA, including tis agents, subcontractors, and independent contractors, have access to data provided by the District, the THA shall provide Cyber Liability insurance or coverage with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or corruption or destruction of electronic information, intentional and/or unintentional release of private information, internet media liability, alteration of electronic information, extortion, and network security. This coverage is required to remain in effect for as long as necessary to cover any and all such claims.

Each party shall require their subcontractors and independent contractors to have equivalent coverage or to have their activities covered by the parties' insurance.

**3.7 SUBCONTRACTING.** Neither THA nor any of its subcontractors shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the District Superintendent or designee. In no event shall the existence of any subcontract operate to release or reduce liability of THA to the District for any breach in the performance of the THA's duties. This clause does not include Contracts of employment between THA and personnel assigned to work under this Contract.

#### 3.8 MUTUAL INDEMNIFICATION

3.8.1 Each party to this Agreement (the "Indemnifying Party") shall defend, indemnify, and hold the other party, and its officers, board members, agents and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with, the Indemnifying Party's performance of this Agreement or representations or warranties contained therein by the Indemnifying Party, including any loss, damage, corruption, or improper or unauthorized disclosure of confidential or proprietary information or data, or acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party, or its employees or agents, to the fullest extent permitted by law and subject to the limitations provided below.

- 3.8.2 Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.
- 3.8.3 The Indemnifying Party's duty to indemnify and defend the other party shall not apply to liability for damages arising out of, caused by, or resulting from the sole negligence of the other party and its officers, board members, agents and employees.
- 3.8.4 The Indemnifying Party's duty to indemnify the other party for liability for damages arising out of, caused by, or resulting from the concurrent negligence of each party shall apply only to the extent of negligence of the Indemnifying Party or its agents or employees.
- 3.8.5 The Indemnifying Party's duty to indemnify the other party for any liabilities or losses caused by or resulting from negligence shall apply only to the extent of the fault of the Indemnifying Party, its agents or employees, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by the Indemnifying Party, its agents or employees.
- 3.8.6 The Indemnifying Party's duty to defend, indemnify, and hold the other party harmless as to all claims, demands, losses, and liabilities shall include the other party's personnel-related costs, reasonable attorney fees, court costs, and all related expenses.
- 3.8.7 THA and the District waives their immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the District and its agents, employees, or officials pursuant to this Agreement.
- 3.8.8 THA and the District shall defend, indemnify, and hold harmless the each other and their respective officers, board members, agents and employees, from and against any and all claims, charges, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with any unfair labor practice arising out of their respective performance of this Agreement.
- **3.9 NON-DISCRIMINATION.** The parties shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the other. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, gender identity or expression, pregnancy, the presence of any sensory, mental, or physical

disability, or the use of a trained dog guide or service animal be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the parties or their agents under this Agreement.

Harassment on the basis of any of the foregoing conditions is strictly prohibited. THA shall notify the District Superintendent or designee immediately of any decision by a local, state or federal agency, court or jury that THA has violated a law, regulation or ordinance prohibiting discrimination. In the event of THA's noncompliance or refusal to comply with this nondiscrimination provision, this Agreement may be rescinded, cancelled or terminated in whole or part, and THA may be declared ineligible for further agreements or contracts with the District.

**3.10 PAYMENTS.** The District shall not make payments in advance or in anticipation of services or supplies to be provided under this Agreement. All payments to THA are conditioned upon (1) THA's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Agreement, and (2) acceptance and certification by the District's Superintendent or designee of satisfactory performance by THA. THA shall submit vouchers for payment on a monthly basis, and the District shall pay THA on a monthly basis pursuant to the terms herein.

Except as otherwise provided in this Agreement, (1) all acceptable vouchers for payment due to THA shall be paid within thirty (30) calendar days [Note: The 30 days begin upon receipt of the goods or services or a properly complete invoice, whichever is later.], and (2) all expenses necessary to THA's performance of this Agreement shall be borne in full by the THA.

- 3.11 COMPLIANCE WITH ALL LAWS. The District and THA shall comply with all applicable laws of local, state, and federal governments, in addition to the internal policies and regulations that govern their own practices.
- **3.12 DISPUTE RESOLUTION**. Except as otherwise indicated in the Agreement, in the event that a dispute arises under this Agreement, the parties agree that resolution to the dispute shall be determined in the following manner: (1) The District's Superintendent or designee shall appoint a member to a Dispute Resolution Board; (2) THA shall appoint a member to a Dispute Resolution Board; (3) the District's Superintendent or designee and THA shall jointly appoint a member to a Dispute Resolution Board; (4) the Dispute Resolution Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Resolution Board shall be final and binding on the parties hereto.

#### 3.13 INDEPENDENT CAPACITY.

By this Agreement, the parties are each other's independent contractor. This Agreement

does not create any agency, employment, joint employer, joint venture or formal partnership between the parties. THA and its employees or agents performing under this Agreement are not employees or agents of the District. Likewise, the District its employees or agents performing under this Agreement are not employees or agents of THA. Neither party will have the right, power, or authority to select, train, manage or supervise the employees, volunteers or agents of the other or to act on behalf of the other in any manner whatsoever as a result of this Agreement.

Either party will not hold himself/herself/itself out as, nor claim to be, an officer or employee of the other party by reason hereof, nor will either party make any claim of right, privilege, or benefit which would accrue to such employee under law.

Each party, at its expense, is responsible for payment of all wages, compensation, salaries, benefits and taxes associated with its employees and other staff.

Each party, at its expense, shall obtain and keep in force any and all necessary licenses and permits

#### 3.14 TERMINATION OF AGREEMENT.

- 3.14.1 Termination for Convenience. Except as otherwise provided in this Agreement, either party may, by twenty (20) days written notice, beginning on the second day after the mailing, terminate this Agreement in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the other party as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt. If this Agreement is so terminated, a party shall be liable only for payment required under the terms of the Agreement for services rendered or goods delivered prior to the effective date of termination. PROVIDED THAT no termination for convenience shall be effective to curtail an initiative set forth in an Initiative Addendum earlier than the end of a school year in which the termination notice is issued.
- 3.14.2 *Termination Due to Funding Limitations*. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, either party may, with as much advance notice as practicable under the circumstances, and without liability for damages, terminate the Agreement under any such new funding limitations and conditions.
- 3.14.3 *Termination for Breach and/or Default*. Either party may terminate this Agreement for breach and/or default, in whole or in part, by written notice to the other party if the terminating party has a reasonable basis to believe that the other party has:
  - Failed to perform, or otherwise breached, any term or condition of this

#### Agreement;

- Violated any applicable law or regulation;
- 3.14.4 *Opportunity to Cure Default*. A party seeking to terminate this Agreement for Breach or Default shall first issue to the other party a notice of breach or default, and provide the other party a period of twenty (20) days in which it shall have the opportunity to cure. Time for cure shall not diminish or eliminate a party's liability for liquidated or other damages. If the nonperformance, breach or default remains after the other party has been provided the opportunity to cure, the party seeking to terminate the Agreement may do one or more of the following:
  - Exercise any remedy provided by law;
  - Terminate this contract and any related contracts or portions thereof;
  - Suspend the other party from entering into future contractual relationships with the terminating party
- 3.14.5 *Termination Procedure*. After receipt of a notice of termination, and except as otherwise directed by the District or THA, the parties shall stop work under this Agreement on the date and to the extent specified in the notice. If the parties fail to agree on any matter regarding this Agreement and termination, such disagreement shall be a dispute within the meaning of the "Disputes" clause for this Agreement, and the parties shall resolve the dispute according to the procedures governed therein.

## 3.15 USE OF DISTRICT PREMISES

- 3.15.1 The buildings, grounds, and facilities of the District are used to serve the educational needs of the students of the District. Pursuant to District Policy and Regulation 4260, no other use shall be permitted to interfere with this primary purpose. Accordingly, the District shall have first priority in the use of District buildings, grounds, and facilities regardless of the terms of this Agreement.
- 3.15.2 Subject to the limitations above, and consistent District Policy No. 4260 and Regulation 4260R the District hereby authorizes THA to access space at the McCarver Primary Building, 2141 S J St, Tacoma, WA 98405 (the "Premises"), provided that activities directly related to the educational programs of the District shall have first priority in the use of the Premises.
- 3.15.3 Pursuant to Regulation 4260R, the District has identified that THA's use of the Premises falls into the category of "No charge: as long as custodial staff is on regular duty and no additional district support is needed." THA understands and agrees that if it schedules activities for or has staff present at the Premises when

District custodial staff are not normally working, THA will be obligated to provide reimbursement to the District of any direct costs incurred by the District for THA's use of the Premises. THA further understands and agrees that if THA schedules activities that require the presence of District Technical, Nutrition Services, Security, or Maintenance staff at the Premises, it will be obligated to provide reimbursement to the District for any direct costs incurred by the District for THA's use of the Premises.

- 3.15.4 THA may not sublet or allow others access to the Premises without the express written agreement of the District. Prior to obtaining access to the Premises, and prior to the issuance of any Security Access Systems Equipment to THA (if such is issued to THA), THA shall comply with the background check provisions of Paragraph 7.2 above.
- 3.15.5 Should THA need to access additional District facilities for the purpose of effectuating the scope of this Agreement, such additional access will be provided consistent District Policy No. 4260 and Regulation 4260R
- 3.15.6 Where a District educational program conflicts with an activity scheduled pursuant to this Agreement, the District shall identify an alternate District location and/or an alternate time for the performance of those activities.
- **3.16 GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the state of Washington. Pierce County, Washington shall be the venue for any litigation arising out of this Agreement.
- **3.17 NO ASSIGNMENT.** Neither party shall assign its rights or responsibilities under this Agreement without the written authorization of the other party.
- **3.18 NO THIRD PARTY BENEFICIARY.** This Agreement does not confer any claim or rights on any third party. It creates no third-party beneficiary.
- **3.19 ENTIRE AGREEMENT.** This Agreement constitutes the mutual and entire agreement of the parties. No alteration or variation of its terms and no oral understandings or agreements not incorporated herein shall be binding.

THA shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) this Agreement must be executed by an authorized representative of THA and the District; and, if required, (2) this Agreement must be approved by the Board of Directors.

The Agreement covers the period between the date of execution through August 31, 2021 inclusive.

We the undersigned agree to the terms of the foregoing Agreement.

TACOMA HOUSING AUTHORITY

By:	By:
Michael Mirra Executive Director	Carla J. Santorno Superintendent
Signed this day of, 2016.	Signed this day of, 2016.

TACOMA SCHOOL DISTRICT NO. 10

## TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: CONTRACT FOR SERVICES

#### ATTACHMENT A: DATA ACCESS AND USE AGREEMENT

#### 1. PURPOSE OF WORK

This Data Access and Use Agreement governs the sharing of Confidential Information, defined in Paragraph II below and identified throughout the Agreement and its incorporated attachments, and is made and entered into by and between the THA and the District, pursuant to Chapter 39.34 of the Revised Code of Washington (RCW), and governed by the Family Educational and Privacy Rights Act (FERPA), 20 U.S.C. §1232g et seq. and 34 C.F.R Part 99, and the Privacy Act of 1974, 5 U.S.C. 552a and 24 C.F.R 5 Subpart B. It is the purpose of this Data Access and Use Agreement to set out the terms and conditions under which the District may provide Confidential Information to THA and the designated the Data Analyst, Third Party Research Consultant ("Research Consultant"), and specific THA staff members, as well as the conditions under which the THA may provide Confidential Information to the District.

#### 2. CONFIDENTIAL INFORMATION

The District and the THA agree upon the following definition of "Confidential Information" to ensure consistency, proper communication, and compliance with all applicable federal and State laws.

- 2.1 The term "Confidential Information," as used here and in the Agreement and its incorporated attachments includes the following information regarding a student:
  - (1) Name
  - (2) State Student Identification Number (SSID)
  - (3) Student Address
  - (4) Student Date of Birth
  - (5) Post-high school career plans
  - (6) Participation in officially recognized activities and sports
  - (7) Dates of attendance
  - (8) Types of awards and degrees received
  - (9) Daily attendance data, including excused absences, unexcused absences, and, tardiness, as available from an attendance record printout in the District's Student Information System (at the time of Agreement, eSchoolPLUS Student Attendance Report).
  - (10) History of truancy
  - (11) Whether the student has been suspended or expelled
  - (12) Student's current and past grades

- (13) Student's current and past assessment scores
- (14) Student's College Bound Scholarship enrollment status
- (15) Participation in programs for students who are English Language Learners, require specially designed instruction pursuant to an Individualized Education Program (IEP), have accommodations associated with Section 504 of the Rehabilitation Act of 1973 as amended, or students who participate in the highly capable program
- 2.2 "Confidential Information" also includes any additional personally identifiable information of District students or THA program participants, pursuant to (1) the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. Part 99, except that any information identified as "directory information" is still Confidential Information subject to the requirements of this Data Access and Use Agreement; (2) the Privacy Act of 1974 and its implementing regulations at 5 U.S.C. 552a; and (3) any Washington State laws and/or regulations protecting District student and THA program participant information.
- 2.3 Any information that is considered Confidential Information but not explicitly listed in Paragraph (I)(A) above may be released by either party, at its sole discretion, to the other; PROVIDED the releasing party must comply with any applicable governing privacy laws that prohibit or limit disclosure.

#### 3. PROCESS FOR SHARING DATA

To release Confidential Information, the District and THA agree to the following procedures:

- 3.1 THA shall provide the District Liaison (or his or her designee) with the name and date of birth of students participating in its housing programs, along with each student's corresponding written consent forms identified in *Exhibit 1 to Attachment A Parent Consent to Release Confidential Information*. The parties must obtain parent consent, or student consent if the student is over 18, prior to the release of any Confidential Information.
- 3.2 The District shall use the information provided by THA to identify students who are served by both THA and the District. The District may then provide Confidential Information to the identified Research Consultant, the Data Analyst, and any specifically named THA staff for the purpose of implementing and evaluating the outcomes of programs described in this Agreement, provided that those individuals have signed *Exhibit 3 to Attachment A Agreement to Access Confidential Information*.

3.3 Should there be a need for the District to provide THA Confidential Information in an electronic format to conduct any of the activities defined in the Agreement, the District shall upload the Confidential Information into a Secure File Transfer (SFT) site and grant the Research Consultant, the Data Analyst, and any specifically named THA staff access to the secure site.

#### 4. REDISCLOSURE OF CONFIDENTIAL INFORMATION PROHIBITED

Redisclosure of Confidential information received by either party to this Agreement by the other is strictly prohibited. See the federal FERPA statute at 20 U.S.C. section 1332g and its implementing regulations at 34 C.F.R. Part 99 which prohibit the unauthorized public disclosure and redisclosure of "personally identifiable student information" in or from student "education records;" the Privacy Act of 1974, 5 U.S.C. 552a and its implementing regulations at 24 C.F.R. Part 5 Subpart B which prohibit the unauthorized public disclosure and redisclosure of "personally identifiable information"; and the state ethics law at RCW 42.52.050(2) which prohibits state officers and employees from disclosing confidential information as defined above.

THA shall obtained signed Agreements to Access Confidential information, identified as *Exhibit 3 to Attachment A* for the parties' Data Analyst, Research Consultant, and any authorized staff, including information technology staff and network administrators, who will have access to the Confidential Information provided by the District, The District shall not release Confidential Information to the Research Consultant, Data Analyst, or any THA staff, until the District receives a signed agreement.

## 5. ASSURANCES

The parties hereto agree that all activities pursuant to this Agreement shall be in accordance with all applicable current or future federal, state and local laws, rules and regulations. THA further warrants and expressly agrees to comply with FERPA in general, and 34 C.F.R. § 99.31(a)(6) and further agrees to maintain, use, disclose, or share Confidential Information only in a manner consistent with and pursuant to FERPA and will not disclose any Confidential Information produced to it under the Agreement in any manner that could identify any individual student or parent, except as authorized under FERPA and provided for in this Agreement.

## 6. LIMITATION ON ACCESS AND USE

- 6.1 THA shall comply with the following limitations on the use of the Confidential Information provided by the District:
  - (1) THA shall not use the Confidential Information provided without prior approval from the District.

- (2) For the limited purpose of ensuring that there is no release of Confidential Information, the THA shall provide drafts of all public displays of information for approval by the District at least ten (10) business days prior to publication. The District shall have the unilateral authority to restrict THA's release of any data or information if, in the District's judgment, such data or information could be deemed Confidential Information, despite being de-identified, because any release could be linked or linkable to a specific student pursuant to the regulations defining "personally identifiable information" in 34 C.F.R. § 99.3.
- (3) THA shall not use the Confidential Information provided for any purpose not specifically authorized under this Agreement and approved under FERPA.
- (4) THA shall not duplicate or redisclose Confidential Information at the individual level to any other entity other than the parties' identified Research Consultant or Data Analyst, and only to the extent that the Confidential Information is necessary for the performance of the Agreement.
- (5) THA shall protect the confidentiality of Confidential Information as required by the laws cited throughout the Agreement.
- (6) THA shall protect the confidentiality of the Confidential Information when releasing and/or re-releasing Confidential Information, if permitted pursuant to this Agreement. Publicly-reported aggregate results shall not contain any group of fewer than 10 individuals.
- (7) THA shall destroy any and all Confidential Information once access to that information is no longer needed to carry out the required work or upon termination of this Agreement.
- (8) THA shall also take such action as may be necessary to comply with the Privacy Act of 1974, 5 U.S.C. 552a and 24 CFR 5 Subpart B, and other applicable statutory provisions.
- 6.2 The District shall comply with the following limitations on the use of the Confidential Information provided by THA:
  - (1) The District shall not use the Confidential Information provided by THA for any purpose other than to identify students who are both enrolled in the District and participate in THA programs, and to perform the activities in the Agreement.

- (2) The District shall treat all Confidential Information received by THA as educational records pursuant to FERPA, and shall protect it pursuant to the same.
- (3) The District shall only permit access to Confidential Information it receives from THA to its contractors and employees identified in this Agreement and who are advised of and agree to comply with the obligations in this Agreement.

## 7. PHYSICAL SAFEGUARDS

THA shall comply with the following minimum safeguards for the Confidential Information provided by the District as follows:

- 7.1 Access to the Confidential Information provided by the District shall be restricted to only those authorized personnel who need such information to perform their official duties pursuant to the Agreement.
- 7.2 The Confidential Information shall be transmitted using a Secure File Transfer (SFT) Service.
- 7.3 The Confidential Information shall be stored in an area that is safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use.
- 7.4 The Confidential Information shall be protected in a manner which prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- 7.5 THA shall take the necessary precautions to ensure that only authorized personnel are given access to on-line files of Confidential Information, if applicable.
- 7.6 THA shall ensure all personnel with access to the Confidential Information, complete the Agreement for Access (Exhibit 3 to Attachment A Agreement to Access Confidential Information), and ensure that all personnel provided with access to the Confidential Information understand the requirements of the LIMITATION ON ACCESS AND USE and PHYSICAL SAFEGUARDS clauses of this Agreement, and the sanctions under federal and state laws against unauthorized disclosure of information covered by this Agreement.
- 7.7 THA shall destroy or return to the District all Confidential Information provided by the District to THA when the work performed under this Agreement is complete, or when the Contract is terminated.

#### 8. NOTICE OF NONDISCLOSURE

THA shall ensure that all their authorized personnel, including information technology staff and network administrators, who will have access to the Confidential Information provided by the District, sign the Agreement for Access (see *Exhibit 3 to Attachment A*). No data may be released to any THA personnel or agent until the District receives the completed Agreement for Access for that individual.

## 9. ONSITE INSPECTIONS

THA shall permit the District to make onsite inspections to ensure that the requirements of State laws, federal statutes, related regulations, and terms and conditions of this Agreement are met.

## 10. TERMINATION OF ACCESS

The District may, at its discretion, disqualify an individual authorized by the THA from gaining access to Confidential Information. Notice of termination of access will be by written notice and become effective upon receipt by the THA. Termination of access of one individual by the District does not affect other individuals authorized under this Agreement.

#### 11. RECORDS MAINTENANCE

Both parties hereto shall retain all records, books or documents related to this Agreement for six (6) years beyond the expiration/termination of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

[end of text]

#### Exhibit 1 to Attachment A - Data Access and Use Agreement

#### PARENT CONSENT TO RELEASE OF CONFIDENTIAL INFORMATION

Federal and State confidentiality laws and regulations require the Tacoma School District ("District") to obtain written consent from a parent/legal guardian or an adult student (a student 18 years of age or older) before sharing educational records or information contained within educational records with third parties, unless a specific exemption for disclosure without advance written consent identified in the Family Educational Rights and Privacy Act (FERPA) applies. Those exceptions are:

- To other schools to which a student seeks or intends to transfer;
- To specified officials for audit or evaluation purposes;
- To appropriate parties in connection with a student's application for financial aid;
- To organizations conducting certain studies for or on behalf of the school;
- To accrediting organizations;
- When necessary to comply with a judicial order or lawfully issued subpoena;
- To appropriate officials in cases of health and safety emergencies;
- To state and local authorities, within a juvenile justice system, pursuant to specific State laws; and
- Directory information as defined in District Policy/Regulation 3231, unless the student at issue has been identified as an "opt out" during the annual FERPA notification process or the student, or unless the student is in elementary school

Federal and State confidentiality laws and regulations also require the Tacoma Housing Authority (THA) to obtain written consent from a parent/legal guardian or an adult student (a student 18 years of age or older) before sharing housing records or information contained within housing records with third parties.

I am the parent/legal guardian of the student identified below (or I am the adult student identified below):

	Students' Names: First	Middle	Last	Date of Birth (DD-MM-YYYY)
1.				
2.				
3.				
4.				
5.				

I hereby provide my written consent to allow the Tacoma School District to share educational records or information contained within educational records, defined below, with the <u>Tacoma Housing Authority (THA) and its contracted research consultants</u> for the purposes of monitoring my child's progress at school and to design, implement, and evaluate the programs offered by THA and the District.

Student name	Student State Student Identification Number	Student address
Student date of birth	Student Post-high school career plans	Current and past assessment scores
Dates of attendance	Types of awards and degrees received	Daily attendance data
History of truancy	Suspensions and Expulsions	Current and past grades
Participation in officially	College Bound Scholarship enrollment status	Participation in special programs(e.g., ELL,
recognized activities and sports	Conege Bound Scholarship enrollment status	Special Ed., 504, Highly Capable)

### I further consent to THA sharing my child's housing records with the District.

I understand that such consent allows District and THA to share verbal or written information regarding my child(ren). I understand that THA and the District will use these education records to monitor my child's academic progress and to design, implement and evaluate programs in conjunction with THA's contracted research consultant to help children do better in school. I further understand that THA will not disclose my child's educational records to anyone outside THA without written permission from the parent.

This release may be revoked or withdrawn a	t any time in wri	iting, but that w	vill not affect any	information already	shared. If I	revoke
consent, no further information will be shared	between THA a	and the District,	unless an exception	on identified above a	pplies.	

Parent/Legal Guardian Printed Name:	
Parent/Legal Guardian Signature:	Date:

#### Exhibit 2 to Attachment A - Data Access and Use Agreement

### **Agreement for Access to Confidential Information - THA**

The Tacoma Housing Authority (hereafter referred to as "THA") hereby acknowledges and agrees that the personally identifiable student and employee information ("Confidential Information"), disclosed to it by Tacoma School District No. 10 ("District") is for the limited purpose of conducting work as described in the Data Access and Use Agreement to which this is an Exhibit, and will be used only for that purpose.

Further, THA is subject to compliance with all relevant laws and regulations pertaining to the possession and maintenance of such Confidential Information, including, but not limited to the Federal Family Education Rights and Privacy Act, 20 U.S.C. Section 1232g and 34 CFR Section 99 et. seq., and in particular 34 CFR 99.33 pertaining to the redisclosure of personally identifiable information from education records, and the Washington RCW 28A.605.030 and RCW 42.56.230.

THA further is required to maintain the confidentiality of the Confidential Information provided and not to disclose Confidential Information about a student or employee to any other party without the prior written consent of the parent, eligible student or employee, or as is otherwise authorized by law or regulation. THA also agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents, from any and all complaints, charges, causes of action, claims, or damages of every kind and nature whatsoever relating to an improper release of the Information by THA.

THA acknowledges and agrees that when the work with the District has been completed pursuant to this Agreement, all Confidential Information will be destroyed and no copies or other retention of Confidential Information will be maintained.

The undersigned hereby certifies that he/she has the authority to execute this document on behalf of THA.

	TACOMA HOUSING AUTHORITY By: Executive Director  Printed Name:
FOR OFFICIAL USE ONLY	Date:
Data description attached	
Copy of contract attached	
Release approved by: (initial)	
Date approved	

### Exhibit 3 to Attachment A - Data Access and Use Agreement

### Agreement for Access to Confidential Information Employee, Contractor, or Agent

1 7	, , -	8			
employee, contractor, or agent of the THA identifiable student and employee inform Tacoma School District No. 10 ("District described in the Agreement between The purpose.	A, hereby acknown action ("Confident") is for the limit	ntial Information"), disclosed to it by mited purpose of conducting work as			
pertaining to the possession and maintenant limited to the Federal Family Education and 34 CFR Section 99 et. seq., and in particular particular pertaining to the possession and maintenant particular pertaining to the possession and particular pertaining to the possession pertaining the particular pertaining to the possession pertaining the particular perta	Further, the Contractor is subject to compliance with all relevant laws and regulations pertaining to the possession and maintenance of such Confidential Information, including, but not limited to the Federal Family Education Rights and Privacy Act, 20 U.S.C. Section 1232g and 34 CFR Section 99 et. seq., and in particular 34 CFR 99.33 pertaining to the redisclosure of personally identifiable information from education records, and the Washington RCW 28A.605.030 and RCW 42.56.230.				
The Contractor further is required to maintain the confidentiality of the Confidential Information provided and not to disclose Confidential Information about a student or employee to any other party without the prior written consent of the parent, eligible student or employee, or as is otherwise authorized by law or regulation. The Contractor also agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents, from any and all complaints, charges, causes of action, claims, or damages of every kind and nature whatsoever relating to an improper release of the Confidential Information by the Contractor.					
The Contractor acknowledges and between THA and the District has been destroyed and no copies or other retention	en completed,				
Name of Employee, Contractor, or Agent	_ By: _	(signature)			
FOR OFFICIAL USE ONLY  Data description attached	-	(printed name)			
☐ Copy of contract attached	Its:				
□ Release approved by: (initial) □ Date approved		(position of person signing)			
	-	(date)			

### TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: CONTRACT FOR SERVICES

### ATTACHEMENT B: ELEMENTARY SCHOOL HOUSING ASSISTANCE PROGRAM

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

#### 1. PURPOSE

The Elementary School Housing Assistance Program ("Housing Program") is an initiative between the District and THA currently identified in applications for Bill & Melinda Gates Foundation Grants that provides housing assistance and case management services at designated District elementary schools to support enrolled District students and their families who are homeless or face imminent risk of homelessness, and who meet other qualification criteria identified below. The duties and responsibilities identified below are for the purposes of implementing the Housing Program.

This initiative began at McCarver Elementary School in the school year 2011-2012. THA and District seek to review the program design to account for what they learned and to expand the program to other District elementary schools.

The initiative seeks to address the effects of family homelessness and housing instability on student achievement and schools. Research clearly shows that homelessness and the resulting transience of students can have ruinous effects on school outcomes for the children who come and go and for their classmates and teachers who must watch it happen. This initiative seeks to have the following effects:

- reduce school transfers for the assisted students
- improve academic outcomes for the assisted students
- lower transient rates for the entire school population of students
- improve academic metrics for the entire school population
- increase stability for the assisted families
- increase earned income for the assisted families

This document is Initiative Addendum B to the DISTRICT – THA Interlocal Cooperation Agreement: Contract for Services. The provisions of that Agreement apply to this initiative.

### 2. PERFORMANCE MEASURES

Subject to modification by the parties, this initiative will track and evaluate changes in the following metrics for the cohort children and the school in comparison with the same metrics, as data are available, for other homeless students and parents at the school, other students and parents at the school and other schools in the district:

- number of school transfers
- attendance
- discipline
- academic performance
- summative reading and math scores
- progress toward meeting grade level competencies
- parental education, training and employment
- educational and training attainment
- employment
- household income
- earned income
- total household income
- qualitative assessments of school parents, faculty, and staff
- other metrics as the parties may choose

### 3. ELEMENTS OF THE HOUSING PROGRAM

THA shall ensure that the Housing Program includes the following elements, as further defined in Section 4 below:

- **3.1** Rental assistance to District families participating in the Housing Program;
- **3.2** Case management support, through its caseworkers, to District families participating in the Housing Program;

- 3.3 A system of formative evaluation through a Data Analyst consistent with the metrics to evaluate outcomes mutually agreed upon by the District and THA; and
- 3.4 A system of summative evaluation through the Research Consultant consistent with the metrics to evaluate the outcomes mutually agreed upon by the District and THA.

### 4. ADDITIONAL THA RESPONSIBILITIES

THA shall have the following additional responsibilities for this program, which it will undertake in collaboration with the District:

- **4.1 Rental Assistance.** THA shall be solely responsible for funding, providing, and administering rental assistance provided to District families participating in this Housing Program. THA shall determine the amount and duration of the rental assistance according to criteria developed by THA.
- **4.2 Size of Cohort of Participating Families for Each District School.** THA shall determine the number of families to be served at each school. THA shall consider, at minimum, the following factors for determining the number of families to be served:
  - (1) The extent of the need at the school;
  - (2) The number of families the program should assist in order to have a school wide effect:
  - (3) The amount of resources available to fund the rental assistance and the supportive services.

### 4.3 Eligibility Determinations and Terminations

- (1) THA shall develop and set forth the criteria it shall use to determine if a family is eligible to receive rental assistance, and shall consult with the District in determining those eligibility criteria and in making eligibility decisions for the Housing Program. Regardless of THA's duty to consult with the District, THAs shall have sole decision making authority regarding all eligibility determinations for the Housing Program.
- (2) Should THA move to terminate a District family's participation in the Housing Program, THA shall first consult with the District's Liaison regarding the circumstances leading to termination, and receive input from the District regarding any additional factors for consideration in its decision.

### 4.4 Commitment from Participating Parents

THA shall determine, in consultation with the District, the commitment it will ask of participating parents as a condition of receiving rental assistance. Regardless of THA's duty to consult with the District, THA shall have sole decision making authority regarding whether a parent has met the required commitments. These commitments may include, but shall not be limited to:

- (1) Continued enrollment at the participating school;
- (2) Active support for his/her children's education, defined as:
  - (a) Ensuring children attend school on time every day;
  - (b) Providing homework time and homework space available at home;
  - (c) Attending every parent/teacher/student conference;
  - (d) Attending PTA meetings;
  - (e) Reading with the children at home.
  - (f) Cooperating with the Housing Program's caseworkers to invest in the parent's own education and employment prospects with a goal for the parents to be as self-sufficient and stable as possible by the end of the rental assistance.

### 4.5 Caseworkers and Case Management Support

- THA shall hire and manage the Caseworkers for the Housing Program. THA shall include the District Liaison as a participant in the selection and ongoing performance review of the caseworkers for the activities identified in this Agreement. This participation shall include, but not be limited to, serving as a full member on interview panels and participating in the selection decision as a voting member, and providing input on the performance of the Caseworkers responsibilities pursuant to the Agreement.
- (2) THA shall offer the parents, through its Caseworkers, case management services to District families to assist those families fulfill their commitments for the Housing Program. THA's duties for case management services includes, at minimum:
  - (a) Assessment of family needs;

- (b) Weekly home visits, as case management resources permit;
- (c) Connection of families to resources, including drug/alcohol and mental health counseling;
- (d) Provision of support and encouragement for parents seeking education, training and employment;
- (e) Providing support and encouragement for parent participation in District education programs;
- (f) Attendance at District school events that District families are likewise expected to attend;
- (g) Attendance at additional meetings that District students' parents are asked to attend, subject to any state or federal law regulation that permits the District and/or the parent to invite certain attendees;
- (h) Coordination with District's schools in monitoring compliance of families as it relates to school matters and other conditions of participation in the Housing Program, as set out by the parties;
- (i) Collaboration with teachers to develop partnerships between parents and the schools.
- (3) Additionally, THA shall require its Caseworkers to do the following, as resources permit
  - (a) Attend regularly scheduled District staff meetings at District schools they serve, as applicable;
  - (b) Attend monthly scheduled group meetings with District staff assigned to work under this Agreement;
  - (c) Attend weekly meetings with the District Liaison and school counselor;
  - (d) Communicate with parents with children enrolled at District schools who may be eligible for the Housing Program, and otherwise participate in District efforts to recruit program participants.

- 4.6 Housing Program Evaluation. THA shall evaluate the outcomes of the Housing Program using metrics and outcomes mutually agreed upon by the District and THA. THA shall be solely responsible for the cost of a Data Analyst and Research Consultant for the purpose of summative and formative evaluations of the Housing Program.
- **Data Sharing.** To the extent allowed by law and pursuant to Attachment A Data Access and Use Agreement, THA shall provide the District with the Confidential Information necessary to match THA records with District student records, and for the design, implementation, and evaluation of the Housing Program.

### 5. ADDITIONAL DISTRICT RESPONSIBILITIES

The District shall have the following additional responsibilities for this program, which it shall undertake in collaboration with THA:

- **5.1 Choice of School.** The District shall include the following schools as participants in the Housing Program:
  - (1) McCarver Elementary School,
  - (2) Any other school identified by the District in consultation with THA; provided, the District maintains final authority to select its schools to participate in the Housing program.
- **5.2** Recruitment of Housing Program Participants. The District shall identify potentially eligible parents and students at each school and encourage their application for the Housing Program.
- 5.3 Use of District Premises for THA's Caseworkers. In accordance with the Use of District Premises provisions identified in the Agreement, the District shall provide THA's Caseworkers, at certain school(s) identified by the District, adequate office and meeting space that adhere to the minimum privacy standards necessary for the work to be performed pursuant to the Agreement.
- **5.4 District School Relationship with THA's Caseworkers.** The District Liaison shall facilitate the working relationship between THA's caseworkers and District school staff and faculty, through the following:
  - (1) Assist staff in understanding the purpose and goals of the Housing program;

- (2) Explain the roles and expectations of the THA Caseworkers to District school staff;
- (3) Explain the roles and expectations of the District staff and faculty to the THA Caseworkers;
- (4) Develop and explain the process of reporting concerns or issues as it relates to those roles and expectations;
- (5) Assist the THA Caseworkers and District staff and faculty coordinate their efforts for the students, parents and school they serve in common.
- **5.5 Housing Program Evaluation.** The District shall encourage school staff and faculty to participate in the evaluation of the initiative at their school, including responding to surveys from the Data Analyst or Research Consultant.
- **Data Sharing.** To the extent allowed by law and pursuant to Attachment A *Data Access and Use Agreement*, the District shall provide THA with the Confidential Information necessary for the design, implementation, and evaluation of the Housing Program.

[signatures follow]

TACOMA HOUSING AUTHORITY	TACOMA SCHOOL DISTRICT No. 10
Michael Mirra	Carla J. Santorno
Executive Director	Superintendent
Date:	Date:

### TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: CONTRACT FOR SERVICES

### ATTACMENT C: CHILDREN'S SAVINGS ACCOUNTS PROGRAM FOR THE CHILDREN OF SALISHAN

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

#### 1. PURPOSE

The Children's Savings Account Program ("CSA Program") is an initiative currently identified in applications for Bill & Melinda Gates Foundation Grants between THA, the District, the Corporation for Enterprise Development (CFED), Heritage Bank, the YMCA of Tacoma-Pierce County, Junior Achievement, and additional funders. The purpose of the program is to assist families of THA's Salishan community in establishing college savings accounts for eligible students who attend District elementary schools, First Creek Middle School ("First Creek") and Lincoln High School ("Lincoln").

The purpose of this initiative is help low-income Tacoma students into college or other worthwhile educational or training programs after high school.

To implement the CSA Program, the District and THA agree to the responsibilities and requirements herein.

This document is Initiative Addendum 2 to the DISTRICT – THA Interlocal Cooperation Agreement. The provisions of that Agreement apply to this initiative

### 2. PERFORMANCE MEASURES

Subject to modification by the parties, this initiative will track and evaluate changes in the following metrics for the cohort students and parents, in comparison with other metrics, as data are available, for other students and parents at the participating schools, and at other schools in the district:

### 2.1 Long Term Metrics

- high school graduation rates
- rate of enrollment in qualified educational or training programs after high school
- rates of graduation from those programs

### **2.2** Middle Term Metrics

- rate of family deposits into the accounts
- rate of students from 6th to 12th grade meeting plan milestones
- student test scores
- student grade point average
- student attendance
- student discipline
- percentage of unbanked families getting banked
- 2.3 Qualitative assessments of school faculty, staff and parents Other metrics that THA and may DISTRICT identify.

### 3. ELEMENTS OF THE INITIATIVE

THA shall ensure the CSA Program includes the following elements, as further defined in Section 4 below. THA shall undertake this in collaboration with the District:

- **3.1** Savings accounts for District students in THA's Salishan community that meet eligibility criteria;
- Matching deposit funds for District students from kindergarten through 5<sup>th</sup> grade up to yearly maximums, within the limits of available funding;
- **3.3** Further deposits into the accounts of 6<sup>th</sup> grade through 12<sup>th</sup> grade students who meet who meet specified goals, within the limits of available funding;
- **3.4** Financial literacy training for students and parents;
- **3.5** Evaluation of the CSA Program

### 4. ADDITIONAL RESPONSIBILITIES OF THA

Subject to the availability of available funds, THA has the following responsibilities for the CSA program, which it will undertake in collaboration with the District:

- **4.1 Offer the CSA program to eligible District students.** THA shall offer savings accounts through the CSA program to the following District students:
  - (1) All kindergarten students living in THA's Salishan community and enrolled in any District school beginning in the 2015-2016 school year and afterward;
  - (2) All District students enrolled in kindergarten at Lister Elementary School beginning in the 2015-2016 school year and afterward, regardless of whether the student lives in THA's Salishan community;
  - (3) All 6<sup>th</sup> grade District students living in the THA's Salishan community and enrolled at First Creek Middle School beginning in the 2015-2016 school year and afterward.
- **4.2** Elementary School Savings Accounts and Matched Deposits. For elementary students participating in the CSA Program, THA shall match the families deposit into the accounts up to a certain specified maximum dollar amount.
- **4.3 Secondary School Savings Accounts and Matched Deposits.** For secondary students participating in the CSA Program, THA shall deposit further amounts into the accounts as students complete specific goals set for the student by the student and a counselor, up to a certain specified maximum dollar amount.
- **4.4 Fundraising.** THA shall be solely responsible for raising funds for the CSA Program's account deposits. The amount of funds raised will determine the size of the program and the amount of the deposits to District student accounts. At any time, THA may terminate or limit the program if funding is not sufficient to establish or continue the program, subject to the termination procedures identified in the Agreement. Should THA select to terminate the CSA program, the District agrees that such termination can occur without penalty.
- **4.5 Account Custodian.** THA shall be the custodian of the bank accounts, and shall be solely responsible for their management and for any deposits and withdrawals according to any relevant laws and regulations, and in accordance with any CSA Program Rules established by the THA, the District, and other partners.

- 4.6 Access to the Account Balance. As required by the Program Rules, THA shall (1) make any student's account balance available upon the student's graduation from high school and enrollment in a qualified post-secondary education program, and then only for the costs of attendance; and (2) return the family's contributions to the account should the family or student withdraw or be terminated from the program. THA shall comply with all laws and regulations
- **4.7 Indemnification.** THA shall defend, indemnify, and hold the District harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with, the THA's actions concerning or related to the CSA Program and the associated bank accounts, or the representations or warranties made by THA regarding such program and accounts, including any loss, damage, corruption, or improper release of monies held in those the accounts, or acts or omissions of negligence, willful misconduct, or fraud of the THA, or its employees or agents, to the fullest extent permitted by law.

### 4.8 Financial Literacy for Students and Parents

- (1) Financial Literacy Instruction for Parents. THA shall arrange, at THA's expense, financial training/education courses for participating parents at schools designated by the District Liaison and in coordination with the District Liaison and the District school's principal, at a time that is mutually agreeable by the District and THA. Alternatively, THA shall provide information to parents for enrolling in a financial literacy training programs available from other organizations in Tacoma
- (2) Financial Literacy Instruction for Students. THA shall arrange, at THA's expense, financial training/education courses to District students, in coordination with the District Liaison and the District school's principal, at a time that is mutually agreeable by the District and THA. Should THA seek to provide such instruction during the school day or during school programs, the instruction must be approved by the District's Liaison and the District school's principal where instruction is expected to occur, and must be connected with the State of Washington's academic learning standards for the relevant grade. Such approval is at the District's sole discretion.
- **4.9 Recruiting District Families.** THA shall develop and print marketing materials promoting the CSA Program and the corresponding financial training/education courses, for distribution at the participating District schools. THA shall bear all costs of printing and distribution of such materials.

- **4.10 CSA Program Evaluation.** THA shall evaluate the outcomes of the CSA Program using metrics and outcomes mutually agreed upon by the District and THA. THA shall be solely responsible for the cost of a Data Analyst Research Consultant for the purpose of summative and formative evaluations of the CSA Program.
- **4.11 Data Sharing.** To the extent allowed by law and pursuant to Attachment A *Data Access and Use Agreement*, THA shall provide the District with the Confidential Information necessary to match THA records with District student records, and for the design, implementation, and evaluation of the CSA Program.

### 5. ADDITIONAL RESPONSIBILITIES OF THE DISTRICT

The District shall have the following additional responsibilities for this program, which it will undertake in collaboration with THA:

- **Recruiting District Families.** The District shall publicize and distribute CSA Program materials at Lister and First Creek, in addition to other identified schools mutually agreed upon by the parties, to encourage participation in the CSA program by District students and families.
- **5.2 Financial Literacy.** The District shall collaborate with THA in the development and provision of financial education/training courses for parents and students. Should THA seek to provide such instruction during the school day or during school programs, the District's Liaison and the District school's principal shall first approve the provision of instruction, and shall ensure the instruction is tied to the State of Washington's academic learning standards for the relevant grade. The District shall have sole discretion in approving financial literacy instruction.
- **THA Use of District Premises.** The District shall provide space to THA to host the financial training/education courses and Housing Program recruitment events for parents of District students who participate in the CSA Program, and/or District students who participate in the program, in accordance with the Use of District Premises provisions identified in the Agreement, and at a time and location agreed to by the District.
- **CSA Program Evaluation.** The District shall encourage school staff and faculty to participate in the evaluation of the CSA Program at their school, including responding to surveys from the Data Analyst or Research Consultant.

**Data Sharing.** To the extent allowed by law and pursuant to *Attachment A - Data Access and Use Agreement*, the District shall provide THA with the Confidential Information necessary for the design, implementation, and evaluation of the CSA Program.

[signatures follow]

TACOMA HOUSING AUTHORITY	TACOMA SCHOOL DISTRICT No. 10
Michael Mirra Executive Director	Carla J. Santorno Superintendent
Date:	Date:

### TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: CONTRACT FOR SERVICES

### ATTACHMENT D: EARLY WARNING ATTENDANCE INITIATIVE

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

#### 1. PURPOSE

The Early Warning Attendance Initiative ("Attendance Initiative") is a partnership between THA and the District currently identified in applications for Bill & Melinda Gates Foundation Grants. It seeks to identify District students who are part of THA's housing programs who are most vulnerable or at risk of dropping out, based upon the current and past attendance history. After identification, the parties plan to intervene with District students, using evidence-based practices, to improve the District Student's attendance. This initiative will begin in the 2016-2017 school year. To implement the Attendance Initiative, District and THA agree to the responsibilities and program requirements defined herein.

### 2. ELEMENTS OF THE INITIATIVE

THA shall ensure that the Attendance Initiative includes the following elements, as further defined in Paragraph III below:

- 2.1 Identification of District students in THA's housing program who are at risk of dropping out of school based upon their current and past attendance history;
- 2.2 Design and implementation of intervention strategies for District students
- 2.3 Design and implementation of an attendance awareness campaign
- **2.4** Evaluation of the Attendance Initiative

### 3. ADDITIONAL RESPONSIBILITIES OF THA

THA has the following additional responsibilities for the Attendance Initiative:

3.1 Risk Identification. In collaboration with the District, THA shall use the District's existing evidenced-based process of analyzing attendance data to create a student attendance profile ("Profile"), and shall use information obtained from the District to further review and analyze data on District students in THA housing programs. Such review is for the purpose of predicting a student's risk of dropping out of school. THA's use of the District's attendance data is subject to the Data Access and Use Agreement, Attachment A.

- **3.2 Intervention Strategies.** In collaboration with the District, THA shall use the District's existing evidence-based tiered system of intervention for District students who have Profiles that indicate the student is "at risk" of non-timely graduation or dropping out of school. Additionally, THA shall collaborate with the District in creating individual plans of intervention for District students who are most at risk of non-timely graduation or dropping out of school.
- **3.3 Attendance Awareness Campaign.** In collaboration with the District, THA shall develop, plan, and implement an attendance awareness campaign for parents and students in THA housing programs. This campaign shall include, but not be limited to:
  - (1) Awareness regarding when a child should be kept home sick or sent to school
  - (2) Dissemination of statistics regarding the importance of student attendance
  - (3) Development of written materials and fliers regarding the importance of school attendance
- **3.4 Attendance Initiative Evaluation.** THA shall evaluate the outcomes of Attendance Initiative using metrics and outcomes mutually agreed upon by the District and THA. THA shall be solely responsible for the cost of a Data Analyst and Research Consultant for the purpose of summative and formative evaluations of the Attendance Initiative.
- **Data Sharing.** To the extent allowed by law and pursuant to Attachment A Data Access and Use Agreement, THA shall provide the District with the Confidential Information necessary to match THA records with District student records, and for the design, implementation, and evaluation of the Attendance Initiative.

### 4. ADDITIONAL RESPONSIBILITIES OF THE DISTRICT

The District shall have the following additional responsibilities for this program, which it will undertake in collaboration with the District:

- **4.1 Use of Risk Identification Profiles.** The District shall use its attendance Profiles, in collaboration with THA, to predict a participating student's risk of dropping out of school.
- **4.2 Intervention Strategies.** The District shall implement and refine its evidence-based tiered system of intervention and the individual intervention plans developed in collaboration with THA.
- **4.3 Attendance Initiative Evaluation.** The District shall encourage school staff and

- faculty to participate in the evaluation of the Attendance Initiative at their school, including responding to surveys from the Data Analyst or Research Consultant.
- **4.4 Attendance Awareness Campaign.** The District shall participate in attendance awareness campaigns developed by THA.
- **4.5 Attendance Initiative Evaluation.** The District shall encourage school staff and faculty to participate in the evaluation of the Attendance Initiative at their school, including responding to surveys from the Data Analyst or Research Consultant.
- **Data Sharing.** To the extent allowed by law and pursuant to Attachment A Data Access and Use Agreement, the District shall provide THA with Confidential Information necessary for the design, implementation, and evaluation of the Attendance Initiative.

[signatures follow]

TACOMA	HOUGING	AUTHORITY
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TACOMA SCHOOL DISTRICT No. 10

Michael Mirra	Carla J. Santorno
Executive Director	Superintendent
Date:	Date:

ATTACHMENT D: EARLY WARNING ATTENDANCE INITIATIVE - 3

### TACOMA SCHOOL DISTRICT AND TACOMA HOUSING AUTHORITY INTERLOCAL COOPERATION AGREEMENT: CONTRACT FOR SERVICES

## ATTACHMENT E MANAGEMENT OF THE BILL & MELINDA GATES FOUNDATION GRANTS

The Tacoma School District No. 10 ("DISTRICT") and the Tacoma Housing Authority ("THA") agree as follows:

### 1. PURPOSE

The purpose of this Attachment is to: (1) coordinate the effective management of the grants THA and the District have received from the Bill & Melinda Gates Foundation; (2) satisfy the grant requirements; and (3) effectively use the investment to serve District students and schools.

To date, the Gates Foundation has provided six grants to support THA and the District's partnership:

- 2010 Gates Grant 1, \$153,900.00, 13 months
- 2011 Gates Grant 2, \$450,000.00, 36 months
- 2012 Gates Grant 3, \$150,000.00, 12 months
- 2013 Gates Grant 4, \$400,000.00, 26 months
- 2014 Gates Grant 5, \$100,000.00, 15 months
- 2015 Gates Grant 6, \$694,543.00, 24 months

THA is the grant recipient.

The District and THA intend to use the grants for the following purposes:

- Expand the Elementary School Housing Assistance Program (see Attachment B);
- Support the Children's Savings Account Program (see Attachment C);
- Support the Early Warning Attendance Initiative (*see* Attachment D);
- Support THA and the District's efforts to share Confidential Information to evaluate outcomes based on mutually agreed to performance metrics of all the programs identified in the Agreement.

### 2. ADDITIONAL RESPONSIBILITIES OF THA

THA shall have the following additional responsibilities, which it will undertake in collaboration with the District:

- **2.1** Receive and manage the Bill and Melinda Gates Foundation Grant for use as identified in the budget developed pursuant to this Agreement ("Grant Budget").
- 2.2 Develop the Grant Budget for the work and activities performed pursuant to this Agreement in collaboration with the District. THA shall obtain approval from the District on all final budgetary decisions with respect to the grant funds.
- 2.3 Upon mutual agreement between THA and District, designate a Research Consultant to review and evaluate the programs implemented through this Agreement.
- **2.4** Upon mutual agreement between THA and District, designate a Data Analyst to manage all data sharing and conduct additional data analysis as requested by THA and the District.
- 2.5 Serve as the employer or contracting agent of the Research consultant, Data Analyst, and Caseworkers identified in the Agreement and in accordance with the provision regarding each party's Independent Capacity, regardless of the District's participation in the selection of, and collaboration with such individuals pursuant to this Agreement.
- 2.6 Maintain all records, books or documents related to this Agreement, except for Confidential Information, for six (6) years beyond the expiration/termination of this Agreement.

### 3. ADDITIONAL RESPONSIBILITIES OF THE DISTRICT

The District shall have the following additional responsibilities:

**3.1** Collaborate closely with THA in the management of the Gates grant and the development of budgets for the grants and the use of the grant funds.

3.2 Maintain all records, books or documents related to this Agreement, for six (6) years beyond the expiration/termination of this Agreement.

[signatures follow]

TACOMA HOUSING AUTHORITY	TACOMA SCHOOL DISTRICT No. 10
Michael Mirra	Carla J. Santorno
Executive Director	Superintendent
Date:	Date:
Date:	Date:



### TACOMA HOUSING AUTHORITY

# **WALK-ON RESOLUTION 2016-08-24** (13)

### **RESOLUTION 2016-08-24(13)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** New Security Services That Serve THA, Renew Tacoma, Hillsides and Bay Terrace

This resolution would authorize the Executive Director to negotiate and sign a contract for the services of unarmed security for properties owned and/or managed by Tacoma Housing Authority.

### Background

On June 2, 2016, Tacoma Housing Authority (THA) staff issued a Request for Proposal (RFP) for firms interested in providing unarmed security services at properties owned and/or managed by THA. The work will consist of daily patrols at each of the sites, communication with residents, communication with Tacoma Police Department, issuing trespass notices, ticketing and towing unauthorized vehicles, responding to alarms, and generally deter criminal activity through enforcement of community rules it manages and owned.

THA received six proposals to its RFP and interviewed the top five scoring firms. The results of the scoring, including the oral interview score, are below:

### Proposal Results for Unarmed Security

Proposal Submitted By:	Overall Score
Pacific Security Services	254
Pierce County Security	248
Olympic Security	209
Cypress Private Security	173
American Guard Services	161
Codius	141

### Recommendation

Authorize THA's Executive Director to negotiate, and if those negotiations are successful, award and execute a contract with Pacific Security for unarmed security services at properties managed and/or owned by THA in an amount not to exceed \$400,000 for a period of three (3) years with an option to extend the contract an additional two (2), 12 month extensions.

### **RESOLUTION 2016-08-24(13)**

(New Security Services That Serve THA, Renew Tacoma, Hillsides and Bay Terrace)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

**WHEREAS,** Tacoma Housing Authority (THA) staff issued a Request for Proposal (RFP) from firms interested in providing unarmed security services at all of the properties owned and/or managed by THA on June 2, 2016; and

WHEREAS, The proposals were due June 30, 2016; and

WHERES, THA received six (6) proposals and all six proposals were scored by the review committee; and

**WHEREAS,** The top five scoring proposals were called for the oral interview with the two top scoring firms were called back for a  $2^{nd}$  interview to demonstrate their security reporting software; and

**WHEREAS,** Based on the final presentation of security reporting software, the review committee presented final scores. The final scoring and winning proposal was Pacific Security; and

WHEREAS, THA has provided budget authority within each of the Properties to allow for unarmed security services; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

1. Authorize THA's Executive Director to negotiate, and if those negotiations are successful, award and execute a contract with Pacific Security for unarmed security services at properties managed and/or owned by THA in an amount not to exceed \$400,000 for a period of three (3) years with an option to extend the contract an additional two (2), 12 month extensions. If those negotiations are not successful, the Executive Director is authorized to negotiate, and execute, such a contract with the ranked proposers in turn as reflected in the scoring.

Approved: August 24, 2016	
	Dr Arthur C Banks Chair



### TACOMA HOUSING AUTHORITY

# **WALK-ON RESOLUTION 2016-08-24 (14)**

### **RESOLUTION 2016-08-24 (14)**

**Date:** August 24, 2016

**To:** THA Board of Commissioners

From: Michael Mirra

**Executive Director** 

**Re:** Purchase and Sale Agreement for Parcels Along M Street

This resolution would authorize THA's Executive Director to make an offer to purchase the lots adjacent to the Klatt Medical Building and enter into negotiations that are consistent with the terms discussed during closed session.

### Background

Tacoma Housing Authority (THA) owns and manages affordable rental housing in Tacoma. THA is interested in acquiring property in the Hilltop to meet short and long term financial and community goals. THA is contemplating the purchase of the Klatt building which has redevelopment potential. Three lots located on M Street are adjacent to the Klatt Medical Building which could enhance future redevelopment. There is potential that future development in the Hilltop Neighborhood will impact affordably-priced rental housing in the future and acquisition of this property will preserve a future redevelopment project.

### Recommendation

Authorize THA's Executive Director to make an offer to purchase the lots adjacent to the Klatt Medical Building and enter into negotiations that are consistent with the terms discussed during closed session.



## RESOLUTION 2016-08-24(14) (Purchase and Sale Agreement for Parcels Along M Street)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma authorizing the THA Executive Director to enter into negotiations to purchase lots located on S. M Street, adjacent to the Klatt Medical Building;

WHEREAS, THA owns and manages affordable rental housing in Tacoma; and

**WHEREAS,** THA is interested in acquiring property in the Hilltop to meet short and long term financial and community goals; and

**WHEREAS,** THA is contemplating the purchase of the Klatt building which has redevelopment potential; and

WHEREAS, Three lots located on M Street are adjacent to the Klatt Medical Building which could enhance future redevelopment; and

**WHEREAS,** There is potential that future development in the Hilltop Neighborhood will impact affordably priced rental housing in the future and acquisition of this property will preserve a future redevelopment project; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

Approve Resolution 2016-08-24(14) authorizing THA's Executive Director to make an offer to purchase the lots adjacent to and enter into negotiations that are consistent with the terms discussed during closed session.

Approved: August 24, 2016	
	Dr. Arthur C. Banks, Chair