



# **TACOMA HOUSING AUTHORITY**

## **BOARD OF COMMISSIONERS**

### **BOARD PACKET**

**January 26, 2022**



**Tacoma  
Housing  
Authority**

**Executive Director**  
April Black

**Board of Commissioners**  
Stanley Rumbaugh, Chair | Shennetta Smith, Vice Chair  
Dr. Minh-Anh Hodge | Derek Young | Pastor Michael Purter

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## **REGULAR MEETING Board of Commissioners**

### **WEDNESDAY, JANUARY 26, 2022**

The Board of Commissioners of the Housing Authority of the City of Tacoma will hold a Regular Meeting on **Wednesday, January 26, 2022, at 4:45 pm via Zoom.**

<https://us02web.zoom.us/j/83044819834> / Meeting ID: 830 4481 9834 / Dial: (253) 215-8782

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

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I, Sha Peterson, certify that on or before January 7, 2022, I FAXED/EMAILED, the preceding PUBLIC MEETING NOTICE before:

<b>City of Tacoma</b>	747 Market Street, Room 800 Tacoma, WA 98402	<a href="mailto:CityClerk@cityoftacoma.com">CityClerk@cityoftacoma.com</a>
<b>Northwest Justice Project</b>	715 Tacoma Avenue South Tacoma, WA 98402	
<b>KCPQ-TV/Channel 13</b>	1813 Westlake Avenue North Seattle, WA 98109	<a href="mailto:tips@q13fox.com">tips@q13fox.com</a>
<b>KSTW-TV/CW 11</b>	1715 East Madison Street Seattle, WA 98122	<a href="mailto:cw11@kstwtv.com">cw11@kstwtv.com</a>
<b>KNKX</b>	930 Broadway  Tacoma, WA 98402	<a href="mailto:info@knkx.org">info@knkx.org</a>
<b>Tacoma News Tribune</b>	1950 South State Street Tacoma, WA 98405	<a href="mailto:matt.driscoll@thenewstribune.com">matt.driscoll@thenewstribune.com</a>
<b>The Tacoma Weekly</b>	6812 27 <sup>th</sup> Street West University Place, WA 98466	

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

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Sha Peterson  
Executive Administrator



# TACOMA HOUSING AUTHORITY

## AGENDA

### REGULAR BOARD OF COMMISSIONERS MEETING

January 26, 2022, 4:45 PM

Zoom: <https://us02web.zoom.us/j/83044819834> / Meeting ID: 830 4481 9834 / Dial: (253) 215-8782

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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES**
  - 3.1 Minutes of November 10, 2021—Regular Session
  - 3.2 Minutes of December 8, 2021—Regular Session
4. **GUEST COMMENTS**
5. **COMMITTEE REPORTS**
  - 5.1 Real Estate Development Committee
  - 5.2 Finance and Audit Committee
  - 5.3 Community Partnerships and Advocacy Committee
  - 5.4 Education, Housing, Services and Partnerships Committee
  - 5.5 Diversity, Equity, Inclusion and Belonging Committee
6. **COMMENTS FROM THE EXECUTIVE DIRECTOR**
7. **ADMINISTRATION VERBAL REPORTS**
  - 7.1 Finance
  - 7.2 Policy, Innovation and Evaluation
  - 7.3 Client Support and Empowerment
  - 7.4 Rental Assistance
  - 7.5 Property Management
  - 7.6 Real Estate Development
8. **NEW BUSINESS**
  - 8.1 2022-01-26 (1) Approving YARDI Contract
  - 8.2 2022-01-26 (2) Authorization for Acquisition of the North Highland Court Apartments by Condemnation
  - 8.3 2022-01-26 (3) Interlocal Agreement with Pierce County Housing Authority for Grievance and Hearing Officer Services
  - 8.4 2022-01-26 (4) Administrative Plan Updates
9. **EXECUTIVE SESSION if any**
10. **COMMENTS FROM THE COMMISSIONERS**
11. **ADJOURNMENT**



# **TACOMA HOUSING AUTHORITY**

## **MINUTES**





# TACOMA HOUSING AUTHORITY

## BOARD OF COMMISSIONERS MEETING MINUTES REGULAR SESSION WEDNESDAY, NOVEMBER 10, 2021

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session via Zoom at 4:45 PM on Wednesday, November 10, 2021.

### 1. CALL TO ORDER

Commissioner Young called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 4:45 pm.

### 2. ROLL CALL

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

PRESENT	ABSENT
<b>Commissioners</b>	
	Chair Stanley Rumbaugh
	Vice Chair Shennetta Smith
Commissioner Derek Young	
Commissioner Dr. Minh-Anh Hodge	
Commissioner Pastor Michael Purter	
<b>Staff</b>	
April Black, Executive Director	
Sha Peterson, Executive Administrator	
Julie LaRocque, Interim Deputy Executive Director	
Rich Deitz, Interim Finance Director	
Barbara Tanbara, Interim Human Resources Director	
Marquis Jenkins, Interim Property Management Director	
Roberta Schur, Interim Real Estate Development Director	
Sandy Burgess, Administrative Services Director	
Aley Thompson, Interim Rental Assistance Director	
	Cacey Hanauer, Client Support & Empowerment Director
	Katie Escudero, Interim Policy, Innovation and Evaluation Director

Commissioner Young declared there was a quorum present @ 4:46 pm and proceeded.

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

Commissioner Young asked for any corrections to or discussion of minutes for the Regular Session of the Board of Commissioners for Wednesday, October 27, 2021. Commissioner Hodge moved to adopt the minutes. Commissioner Purter seconded.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	None
Abstain:	None
Absent:	2

<b>Motion approved.</b>
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### 4. GUEST COMMENTS

None.

### 5. COMMITTEE REPORTS

***Real Estate Development Committee—Chair Rumbaugh, Commissioner Young***  
The committee meeting was canceled.

***Finance Committee—Commissioner Hodge and Commissioner Young***  
The committee did not meet.

***Education, Housing Services and Partnerships Committee—Vice Chair Smith, Commissioner Hodge***  
The committee did not meet.

***Community Partnerships and Advocacy Committee—Vice Chair Smith, Commissioner Purter***  
The committee did not meet.

***Diversity, Equity and Inclusion Committee—Vice Chair Smith, Commissioner Hodge***  
The committee did not meet.

### 6. COMMENTS FROM THE EXECUTIVE DIRECTOR

Executive Director (ED) April Black directed the board to her report. Tacoma Housing Authority (THA) selected its Diversity, Equity, and Inclusion (DEI) consultant, The Lindsay Group. ED Black thanked the DEI staff review committee who reviewed 20 proposals.

THA has been working with Janice Jackson-Haley to assess and improve THA's recruitment and hiring practices and to search for and select the best Director of Human Resources. An internal search committee will be led by Jackson-Haley. ED Black hopes to meet with the Finance Board Committee the last week of November to go over the 2022 budget. She is continuing to track the federal budget. THA is doing a limited waitlist opening for households from Monday through December 3<sup>rd</sup>. There will be a Salishan townhall on November 27<sup>th</sup> in response to the shooting a few weeks ago. ED Black's report also includes the agency vision and strategies, all of which will be discussed further when more commissioners are present.

## **7. ADMINISTRATIVE REPORTS**

### **Finance**

Finance Department (FD) Interim Director Rich Deitz directed the board to the finance report. The Accountability audit is wrapping up with potential results on Friday. Director Deitz is not aware of any findings. There is no information yet on the Exit Conference. THA's Cash is at \$1.2M, Housing and Urban Development (HUD) funds is at \$8.7M, and Revenue is significantly under.

Commissioner Hodge moved to ratify the payment of cash disbursements totaling \$5,867,638 for the month of October 2021. Commissioner Purter seconded.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	None
Abstain:	None
Absent:	2

<b>Motion Approved.</b>
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### **Rental Assistance**

Rental Assistance (RA) Interim Director Aley Thompson directed the board to her report. Utilization this month is slightly down at 100.8% over last month. RA staff are preoccupied with the waitlist opening, which is not open to everyone. It is only open to households with 9-10 people. One household is leased with Emergency Housing Voucher (EHV) and RA expects to lease another 2-4 within the next week. Staff will continue to monitor the program participation. RA staff are monitoring their roles and responsibilities, working hard on shared caseload. They are shaking up the way work is processed.

## Property Management

Interim Property Management (PM) Director Marquis Jenkins directed the board to her report. Occupancy remains over 90% for the portfolio. Staff are moving forward with urgent and emergency work orders. Management is working on late rent funds. Overall, October was especially heavy for PM staff as they navigate events at Salishan when four people lost their lives. There is a townhall being hosted later this month. Marquis is thankful for the PM team and grateful to the veterans on the team and across the agency.

## Real Estate Development

Real Estate Development (RED) Interim Director Roberta Schur directed the board to her report. THA is moving forward with the purchase of Saraveda property between Alberta J Canada and the bullpen. Planning is continuing with the Housing Hilltop Project. in that direction.

## 8. NEW BUSINESS

### 8.1 RESOLUTION 2021-11-10 (1) (Amendment #1 to LaVonne Dorsey & Associates Contract for Human Resource Leadership Services)

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

**WHEREAS**, On October 7, 2021, THA used its small works roster to sign a contract with LaVonne Dorsey & Associates for Human Resources (HR) Leadership Services. The original contract maximum amount was \$72,000; and

**WHEREAS**, This contract requires an increase due to the unexpected workload to support the Human Resource Department while we search for a new Human Resources Director and support a department consisting of all new staff; and

**WHEREAS** The contract maximum amount shall be increased to \$125,000; 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 is authorized to increase the contract with LaVonne Dorsey & Associates by \$53,000 for a contract maximum amount of \$125,000.

Commissioner Hodge motioned to approve the resolution. Commissioner Purter seconded the motion.

AYES: 3  
NAYS: None  
Abstain: None  
Absent: 2

**Motion Approved:** November 10, 2021

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Stanley Rumbaugh, Chair

**8.2 RESOLUTION 2021-11-10 (2)  
(DEI and HR Consulting Spending Authority)**

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

**WHEREAS**, The current 2021 budget has a line item of \$50,000 for Diversity, Equity and Inclusion (DEI) Consulting.; and

**WHEREAS**, This line item has been used for DEI work within THA’s Human Resources Department and will need to be used for agency-wide Diversity, Equity, Inclusion and Belonging (DEIB) work; and

**WHEREAS**, This line item needs to be renamed to “DEIB and HR Consulting” and increased from \$50,000 to \$175,000; 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 is authorized to rename budget line item “Diversity, Equity and Inclusion” to “DEIB and HR Consulting” and increase the line item from \$50,000 to \$175,000.

Commissioner Purter motioned to approve the resolution. Commissioner Hodge seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3  
NAYS: None  
Abstain: None  
Absent: 2

**Motion Approved:** November 10, 2021

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Stanley Rumbaugh, Chair

**8.3 RESOLUTION 2021-11-10 (3)  
(COVID-19 Vaccination Policy)**

**WHEREAS**, during the pandemic, following state guidelines and for the safety of all employees, the agency has required many employees to telework. The agency now wants to give our employees the safest environment to return to the offices when the offices and worksites re-open; and

**WHEREAS**, the policy and accompanying documents have been shared and negotiated with both unions who support the mandatory vaccination; now, therefore, be it

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

THA's Executive Director is authorized to implement the COVID-19 Vaccination Policy for all employees, Commissioners, and contractors on our sites.

Commissioner Purter motioned to approve the resolution. Commissioner Hodge seconded the motion.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	None
Abstain:	None
Absent:	2

**Motion Approved:** November 10, 2021

\_\_\_\_\_  
Stanley Rumbaugh, Chair

## **9. COMMENTS FROM COMMISSIONERS**

Commissioner Hodge thanked staff for their hard work with the Salishan incident and to the DEI committee for their hard work. Commissioner Purter echoed Commissioner Hodge's comments and greeted everyone a Happy Veterans' Day and thanked military personnel even those not in uniform. He also thanked staff for their diligent work. Commissioner Young thanked staff. "It has been a pretty wild year and I want staff to know how much they are appreciated for the work they do," expressed Commissioner Young.

## **10. EXECUTIVE SESSION**

None.

## **11. ADJOURNMENT**

There being no further business to conduct the meeting ended at 5:24 PM.

**APPROVED AS CORRECT**

**Adopted:** December 8, 2021

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Stanley Rumbaugh, Chair



# TACOMA HOUSING AUTHORITY

## BOARD OF COMMISSIONERS MEETING MINUTES REGULAR SESSION WEDNESDAY, DECEMBER 8, 2021

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session via Zoom at 4:45 PM on Wednesday, December 8, 2021.

### 1. CALL TO ORDER

Chair Rumbaugh called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 4:50 PM.

### 2. ROLL CALL

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

PRESENT	ABSENT
<b>Commissioners</b>	
Chair Stanley Rumbaugh	
	Vice Chair Shennetta Smith
Commissioner Derek Young	
Commissioner Dr. Minh-Anh Hodge	
	Commissioner Pastor Michael Purter
<b>Staff</b>	
April Black, Executive Director	
Sha Peterson, Executive Administrator	
Julie LaRocque, Interim Deputy Executive Director	
Rich Deitz, Interim Finance Director	
	Barbara Tanbara, Interim Human Resources Director
	Frankie Johnson, Property Management Director
Roberta Schur, Interim Real Estate Development Director	
Sandy Burgess, Administrative Services Director	
Aley Thompson, Interim Rental Assistance Director	
Cacey Hanauer, Client Support & Empowerment Director	
	Katie Escudero, Interim Policy, Innovation and Evaluation Director

Chair Rumbaugh declared there was a quorum present @ 4:51 pm and proceeded.



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

Chair Rumbaugh was absent at the November 8<sup>th</sup> meeting and there are only two other Commissioners present. The minutes will be brought up at the January 2022 meeting.

### **4. GUEST COMMENTS**

None.

### **5. COMMITTEE REPORTS**

#### ***Real Estate Development Committee—Chair Rumbaugh, Commissioner Young***

The committee met the other day to discuss potential acquisition on Hilltop. It is a nice building and in pretty good shape, according to Chair Rumbaugh. The seller is agreeable to a purchase in lieu of condemnation to assist with back tax issues. There will be Purchase of Sales Agreement coming to the board if the offer is accepted. The committee also discussed the status of a variety of projects.

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

The committee met on December 2<sup>nd</sup> for an Exit Conference with the state auditors. It was a good exit interview with clear records and no findings. The auditors indicated how THA followed state guidelines. Chair Rumbaugh thanked Director Rich and his team for a good, clean audit.

Commissioner Young mentioned a good budget meeting with finance. The budget will be presented tonight. Commissioner Hodge agreed that it is a well-developed budget.

#### ***Education, Housing Services and Partnerships Committee—Vice Chair Smith, Commissioner Hodge***

The committee met on November 16<sup>th</sup> regarding the assessment of the Housing Opportunity Program (HOP) and Housing Choice Voucher (HCV). The assessment found that households receiving HOP subsidy have greater challenges leasing and higher rent burdens than households receiving income-based subsidy. The recommendations to consider are as follows:

1. Transition HOP households to an income-based subsidy
2. Eliminate time limits
3. Halt any applications of the HOP subsidy to new populations and instead offer traditional voucher subsidies
4. Retain practices that reduce administrative burdens

#### ***Community Partnerships and Advocacy Committee—Vice Chair Smith, Commissioner Purter***

The committee did not meet.

## ***Diversity, Equity and Inclusion Committee—Vice Chair Smith, Commissioner Hodge***

See Comments from the Executive Director below.

### **6. COMMENTS FROM THE EXECUTIVE DIRECTOR**

Executive Director (ED) April Black directed the board to his report. THA has selected a Diversity, Equity, and Inclusion (DEI) consultant and is continuing to negotiate the Scope of Work.

Due to recent vandalism to vehicles and theft, THA needs to start using the Bullpen again and find an alternate location once the Bullpen is converted to housing.

The Salishan Townhall meeting to address recent shootings went well with 30 participants including 10 residents. It was a great participation with elected officials, Tacoma Police Department, Salishan Association and THA staff. The Salishan Association will continue to come up with strategies to address issues brought up by residents.

ED Black is proposing to discuss Agency Strategies and Priorities at the February 4<sup>th</sup> Board Study Session. Chair Rumbaugh inquired about THA open positions. According to ED Black, the Human Resources Director position has been posted for three weeks, the Finance Director position has been finalized and will be posted before the end of the year. Janice Jackson-Haley has been helpful in getting the job descriptions posted.

The Housing Opportunity Program report is in the Board packet. There is a Study Session January 14<sup>th</sup> to discuss it in detail. Chair Rumbaugh has been concerned with College Housing Assistance Program (CHAP) and is hoping to have a discussion about it at the study session.

### **7. ADMINISTRATIVE REPORTS**

#### **Finance**

Finance Department (FD) Interim Director Rich Deitz directed the board to the finance report. Unencumbered is up one million and there is \$2M assigned in the budget for Aviva.

Commissioner Hodge moved to ratify the payment of cash disbursements totaling \$7,638,287 for the month of November 2021. Commissioner Young seconded.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	None
Abstain:	None
Absent:	2

**Motion Approved.**

## **Executive**

Executive Administrator Sha Peterson directed the board to the 2022 Board of Commissioners Meeting Schedule.

Commissioner Young moved to approve the 2022 Board of Commissioners Meeting Schedule. Commissioner Hodge seconded.

Upon roll call, the vote was as follows:

AYES: 3  
NAYS: None  
Abstain: None  
Absent: 2

**Motion Approved.**

## **8. NEW BUSINESS**

### **8.1 RESOLUTION 2021-12-08 (1) FISCAL YEAR 2022 ANNUAL BUDGET**

**WHEREAS**, The Housing Authority of the City of Tacoma (“Authority”) intends to incur expenses and other cash outflows for Fiscal Year 2022.

**WHEREAS**, Authority staff has prepared, and the Board of Commissioners of the Housing Authority of the City of Tacoma as reviewed and provided input to the proposed Fiscal Year 2022 annual budget,

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

1. The Board of Commissioners of the Housing Authority of the City of Tacoma adopts the attached FY 2022 Agency wide budget. Expenses and other cash outflows are projected as follows:

<u>Expenses - Operations</u>	
Administration	\$ 5,635,432
Client Support & Empowerment	4,882,825
Executive	2,079,254
Finance	1,876,873
Human Resources	1,358,311
Policy, Innovation and Evaluation	843,999
Rental Assistance	57,194,658
Real Estate Development	3,036,875

Property Management Overhead	2,033,638
Property Budgets	<u>2,514,590</u>
Subtotal	81,456,455

<u>Additional Cash Outflows</u>	
Debt Service	199,982
Capital Expenditures	10,997,000
Replacement Reserves	<u>172,653</u>
Subtotal	11,369,545

**TOTAL APPROVED BUDGET** \$92,826,090

Commissioner Hodge motioned to approve the resolution. Commissioner Young seconded the motion.

AYES: 3  
 NAYS: None  
 Abstain: None  
 Absent: 2

**Motion Approved:** December 8, 2021

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Stanley Rumbaugh, Chair

**8.2 RESOLUTION 2021-12-08 (2)  
 (COMMITMENT OF AGENCY & MOVING TO WORK RESERVES)**

**WHEREAS,** For THA has to be effective in its mission it must plan its use of financial resources over multi-year periods and have assembled reserves for those purposes; and

**WHEREAS,** The Authority has assembled adequate reserves for those purposes through its responsible prudent, and patient management and budgeting; and

**WHEREAS,** The attached Schedule of MTW Reserve Commitments updates Resolution 2020-12-09 (3) and reflects the Authority's current plans for such capital and operational expenditures of THA's reserves, both MTW and Non-MTW; and

**WHEREAS,** The Authority has submitted an initial MTW commitment of Reserves in the 2022 MTW plan, and intends to include an updated Schedule of Board Commitments in the MTW annual report, including language that allows for shifting monies between the identified commitments; now, therefore, be it:

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

1. The Board authorizes commitments of the Authority's Reserves as outlined in the attached Schedule of THA Reserve Commitments, subject to adjustment in future budgets and budget revisions.
2. The Board authorizes the Executive Director to include the latest THA Reserve Commitments in the annual MTW Report submitted to HUD.

Commissioner Hodge motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3  
NAYS: None  
Abstain: None  
Absent: 2

**Motion Approved:** December 8, 2021

\_\_\_\_\_  
Stanley Rumbaugh, Chair

### **8.3 RESOLUTION 2021-12-08 (3) (Pierce County Contract for Rapid Rehousing Programs)**

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

**WHEREAS**, THA has been investing in the Pierce County Rapid Rehousing system and homeless housing programs since 2013; and

**WHEREAS**, The contract has been re-written to include historical contract amendments into a new contract effective January 1, 2022; and

**WHEREAS**, The contract will be in effect through 2023; now, therefore, be it

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

THA's Executive Director is authorized to negotiate, and if those negotiations are successful, and to sign a new Pierce County contract for housing for families and young adults experiencing homelessness.

Commissioner Young motioned to approve the resolution. Commissioner Hodge seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3  
NAYS: None

Abstain: None  
Absent: 2

**Motion Approved:** December 8, 2021

\_\_\_\_\_  
Stanley Rumbaugh, Chair

**8.4 RESOLUTION 2021-12-8 (4)**  
**(Pierce County Contract for Tacoma Schools Housing Assistance Program)**

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

**WHEREAS**, THA, TPS and Pierce County Human Services share a vested interest to serve families with children and improve outcomes for students and the schools that serve low-income families; and

**WHEREAS**, The contract has been re-written to extend the term through the 2021/2022 academic year; and

**WHEREAS**, The contract will be in effect through August 2022; now, therefore, be it

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

THA's Executive Director is authorized to extend the Pierce County contract for housing for the Tacoma Schools Housing Assistance Program.

Commissioner Hodge motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3  
NAYS: None  
Abstain: None  
Absent: 2

**Motion Approved:** December 8, 2021

\_\_\_\_\_  
Stanley Rumbaugh, Chair

**8.5 RESOLUTION 2021-12-8 (5)**  
**(Initial Resolution authorizing the creation of Aviva Crossing 4 LLLP)**

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma providing for the formation of a limited liability limited partnership in which the Authority will be the sole general

partner in connection with the acquisition, development, construction, equipping, and operation of an affordable rental housing project within the City of Tacoma, Washington, and providing for other matters properly related thereto.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF TACOMA, as follows:

Section 1. The Board of Commissioners (the “Board”) of the Housing Authority of the City of Tacoma (the “Authority”) finds and determines that:

(a) The Authority seeks to encourage the provision of long-term housing for low-income persons residing within the City of Tacoma, Washington (the “City”).

(b) The Authority is authorized by the Housing Authorities Law (chapter 35.82 RCW) to, among other things: (i) “prepare, carry out, acquire, lease and operate housing projects; to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof” (RCW 35.82.070(2)); (ii) “lease or rent any dwellings . . . buildings, structures or facilities embraced in any housing project” (RCW 35.82.070(5)); (iii) “make and execute contracts and other instruments, including but not limited to partnership agreements” (RCW 35.82.070(1)); (iv) “make . . . loans for the . . . acquisition, construction . . . rehabilitation, improvement . . . or refinancing of land, buildings, or developments for housing of persons of low income” (RCW 35.82.070(18)); and (v) “delegate to one or more of its agents or employees such powers or duties as [the Authority] may deem proper” (RCW 35.82.040).

(d) The phrase “housing project” is defined by RCW 35.82.020 to include, among other things, “any work or undertaking . . . to provide decent, safe and sanitary urban or rural dwellings, apartments, mobile home parks or other living accommodations for persons of low income.”

(e) The Authority expects to participate in the acquisition, development, rehabilitation, construction, equipping, operation and maintenance of [a residential rental housing project as part of the Aviva Crossing/James Center North redevelopment project located in the City of Tacoma in the vicinity of 1622 S. Mildred Street, Tacoma, Washington] (“Project”). The total financing for the Project is expected to require the use of various funding and credit enhancement sources, including low-income housing tax credits, loans from public and private lenders, and grants. Certain of these sources will require the creation of a partnership or limited liability company. The Board further finds and determines that the Partnership (as defined below) and the Project will provide for the necessary support of the poor within the City.

(e) Based on its consideration of the funding sources available for the Project, the need for affordable housing in the City, and other matters, the Board deems it necessary to proceed with the transactions described in this resolution, and that any financing provided by the Authority for the Project is important for the

Project's feasibility and is necessary to enable the Authority to carry out its powers and purposes under the Housing Authorities Law.

Section 2. The Authority is authorized to participate in the formation of and become the sole general partner of a Washington limited liability limited partnership (the "Partnership"). The Board intends that the Partnership will acquire, develop, construct, equip, operate and maintain the Project and receive low-income housing tax credits in connection therewith.

Section 3. The Authority's Executive Director, the Authority's Deputy Executive Director, and their respective designees (each, an "Authorized Officer" and, collectively, the "Authorized Officers"), and each of them acting alone, are

authorized on behalf of the Authority to: (i) execute, deliver and file (or cause to be executed, delivered and filed), to the extent required by law, a partnership agreement, a certificate of limited partnership, and all such forms, certificates, applications and other documents that are necessary to form the Partnership; (ii) determine the name of the Partnership (it being understood that the words "Aviva Crossing 4 LLLP" should appear in the name to the greatest extent feasible); and (iii) take any other action that they deem necessary and advisable to give effect to this resolution and the transactions contemplated herein. The Authority's Executive Director is delegated the authority to cause, in their discretion, the Partnership to be created as a Washington limited liability company, in which case all references in this resolution to limited liability limited partnership, partnership agreement, general partner, limited partner, chapter 25.10 RCW, and certificate of limited partnership shall be deemed to be references to limited liability company, operating agreement, managing member, investor member, chapter 25.15 RCW and certificate of formation, respectively.

Section 4. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (in its individual capacity and/or in its capacity as the general partner of the Partnership) to: (i) apply for, and enter into contracts relating to, such funding for the Project as they deem necessary or desirable, including without limitation public and/or private sector financing, Community Development Block Grant(s), Washington State Housing Trust Fund grant(s) and/or loan(s), an allocation of private activity bond volume cap from the Washington State Department of Commerce and/or the Washington State Housing Finance Commission, as applicable, and other federal, state and local funds; (ii) apply for any and all necessary approvals from the U.S. Department of Housing and Urban Development in connection with such funding; (iii) lend or grant all or any portion of the money derived from such funding sources to the Partnership, and/or cause any contracts relating to such funding to be assigned to the Partnership; (iv) apply to the Washington State Housing Finance Commission for an allocation of (or approval of the use of) low income housing tax credits for all or a portion of the Project (depending on whether the Authorized Officers determine to pursue "9%" tax credits, "4%" tax credits), enter into such agreements (including a credit reservation and carryover allocation contract), provide such documents (including cost certifications) necessary to secure such allocation(s) (or approval(s)), and cause such allocation(s) (or any portion(s))



thereof) to be assigned to the Partnership if the allocation(s) initially are made to the Authority; (v) seek and approve investors to serve as subsequent limited partners in the Partnership in connection with the receipt of low income housing tax credits for the Project; (vi) negotiate with potential investors regarding their acquisition of limited partnership interests in the Partnership and, if the Executive Director determines the same to be advisable, limited partner or member interests in limited partnerships and/or limited liability companies formed to finance other Authority tax credit projects; (vii) execute documents pursuant to which Authority funds (including amounts granted or lent to the Authority for the Project) may be lent to the Partnership; (viii) prepare all appropriate resolutions for Board review and approval; (ix) prepare all documents required so that the Authority and the

Partnership comply with state and federal securities laws; (x) negotiate contracts relating to the use, management and naming of Project buildings; (xi) take all necessary and appropriate actions for the Partnership to acquire all or a portion of the Project by sale or lease from the existing owner thereof (including entering into any option to lease, or lease, necessary to provide the Partnership with control of all or a portion of the Project site); (xii) apply for bond insurance and other credit enhancement for any bonds to be issued by the Authority to finance the Project (but only if the Authority's Executive Director determines such credit enhancement to be cost effective); (xiii) solicit investment banking firms to serve as the lead underwriter(s) and as members of a selling group (if any) for any bonds to be issued for the Project, and select such lead underwriter(s) and the members of any selling group (if the Executive Director determines that a selling group is desirable); (xiv) apply for ratings of any bonds to be issued by the Authority for the Project (but only if the Authority's Executive Director determines such ratings to be desirable); (xv) assist in the preparation of any official statement to be used in connection with the offering of any bonds by the Authority to finance the Project; and (xvi) otherwise execute the Authority's rights under the Partnership Agreement. Nothing herein shall commit the Authority to issuing bonds to finance the Project.

Section 5. The Authorized Officers, and each of them acting alone, are hereby directed, and granted the discretionary authority, to execute and deliver any and all other certificates, documents, agreements and instruments that are necessary or appropriate in their discretion to give effect to this resolution and to consummate the transactions contemplated herein, including, but not limited to, any development services agreement between the Partnership and the Authority (and/or others) providing for the development of the Project, contracts with architects, engineers and other consultants, and construction contracts.

Section 6. The Authority is authorized 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. To the extent any fees or predevelopment costs are incurred and payable by the Partnership prior to the time the Authority enters into a formal loan agreement, the Authority may lend money to the Partnership to pay such costs, with the loan bearing interest at such rate that the Executive Director determines, in his discretion (which may be 0% per annum).

Section 7. Any action required by this resolution to be taken by the Executive Director of the Authority may, in the absence of the Executive Director, be taken by the Deputy Executive Director of the Authority.

Section 8. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 9. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Tacoma at an open public meeting this 8<sup>th</sup> day of December 2021.

HOUSING AUTHORITY OF THE CITY  
OF TACOMA

---

Stanley Rumbaugh  
Chair, Board of Commissioners

ATTEST:

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April Black  
Executive Director

#### CERTIFICATE

I, April Black, the duly chosen qualified 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 Resolution 2021-12-8 (5\_) (the “Resolution”) is a 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 December 8, 2021 (the “Meeting”), and duly recorded in the minute books of the Authority;

2. That in accordance with RCW 43.06.220, and the Proclamations of the Governor of the State of Washington, as extended by the leadership of the Washington State Senate and House of Representatives (a) one or more options were provided for the public to attend the Meeting remotely, including by telephonic access, and (b) the means of attending the Meeting provided the ability for all persons attending the Meeting to hear each other at the same time;

3. The public was notified of access options for remote participation in the Meeting via \_THA website and social media; and

4. The Meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of the Meeting was given; that a quorum was present throughout the Meeting through telephonic and/or internet means of remote access, 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 December 8, 2021.

HOUSING AUTHORITY OF THE CITY OF TACOMA

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April Black, Executive Director

Commissioner Hodge motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3  
NAYS: None  
Abstain: None  
Absent: 2

**Motion Approved:** December 8, 2021

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Stanley Rumbaugh, Chair

**8.6 RESOLUTION 2021-12-8 (6)**  
**(Initial Resolution authorizing the creation of Aviva Crossing 9 LLLP)**

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma providing for the formation of a limited liability limited partnership in which the Authority will be the sole general partner in connection with the acquisition, development, construction, equipping, and operation of an affordable rental housing project within the City of Tacoma, Washington, and providing for other matters properly related thereto.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF TACOMA, as follows:

Section 10. The Board of Commissioners (the “Board”) of the Housing Authority of the City of Tacoma (the “Authority”) finds and determines that:

(a) The Authority seeks to encourage the provision of long-term housing for low-income persons residing within the City of Tacoma, Washington (the “City”).

(b) The Authority is authorized by the Housing Authorities Law (chapter 35.82 RCW) to, among other things: (i) “prepare, carry out, acquire, lease and operate housing projects; to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof” (RCW 35.82.070(2)); (ii) “lease or rent any dwellings . . . buildings, structures or facilities

embraced in any housing project” (RCW 35.82.070(5)); (iii) “make and execute contracts and other instruments, including but not limited to partnership agreements” (RCW 35.82.070(1)); (iv) “make . . . loans for the . . . acquisition, construction . . . rehabilitation, improvement . . . or refinancing of land, buildings, or developments for housing of persons of low income” (RCW 35.82.070(18)); and (v) “delegate to one or more of its agents or employees such powers or duties as [the Authority] may deem proper” (RCW 35.82.040).

(d) The phrase “housing project” is defined by RCW 35.82.020 to include, among other things, “any work or undertaking . . . to provide decent, safe and sanitary urban or rural dwellings, apartments, mobile home parks or other living accommodations for persons of low income.”

(e) The Authority expects to participate in the acquisition, development, rehabilitation, construction, equipping, operation and maintenance of [a residential rental housing project as part of the Aviva Crossing/James Center North redevelopment project located in the City of Tacoma in the vicinity of 1622 S. Mildred Street, Tacoma, Washington] (“Project”). The total financing for the Project is expected to require the use of various funding and credit enhancement sources, including low-income housing tax credits, loans from public and private lenders, and grants. Certain of these sources will require the creation of a partnership or limited liability company. The Board further finds and determines that the Partnership (as defined below) and the Project will provide for the necessary support of the poor within the City.

(e) Based on its consideration of the funding sources available for the Project, the need for affordable housing in the City, and other matters, the Board deems it necessary to proceed with the transactions described in this resolution, and that any financing provided by the Authority for the Project is important for the Project’s feasibility and is necessary to enable the Authority to carry out its powers and purposes under the Housing Authorities Law.

Section 11. The Authority is authorized to participate in the formation of and become the sole general partner of a Washington limited liability limited partnership (the “Partnership”). The Board intends that the Partnership will acquire, develop, construct, equip, operate and maintain the Project and receive low-income housing tax credits in connection therewith.

Section 12. The Authority’s Executive Director, the Authority’s Deputy Executive Director, and their respective designees (each, an “Authorized Officer” and, collectively, the “Authorized Officers”), and each of them acting alone, are authorized on behalf of the Authority to: (i) execute, deliver and file (or cause to be

executed, delivered and filed), to the extent required by law, a partnership agreement, a certificate of limited partnership, and all such forms, certificates, applications and other documents that are necessary to form the Partnership; (ii) determine the name of the Partnership (it being understood that the words “Aviva Crossing 9 LLLP” should appear in the name to the greatest extent feasible); and (iii) take any other action that they deem necessary and advisable to give effect

to this resolution and the transactions contemplated herein. The Authority’s Executive Director is delegated the authority to cause, in their discretion, the Partnership to be created as a Washington limited liability company, in which case all references in this resolution to limited liability limited partnership, partnership agreement, general partner, limited partner, chapter 25.10 RCW, and certificate of limited partnership shall be deemed to be references to limited liability company,

operating agreement, managing member, investor member, chapter 25.15 RCW and certificate of formation, respectively.

Section 13. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (in its individual capacity and/or in its capacity as the general partner of the Partnership) to: (i) apply for, and enter into contracts relating to, such funding for the Project as they deem necessary or desirable, including without limitation public and/or private sector financing, Community Development Block Grant(s), Washington State Housing Trust Fund grant(s) and/or loan(s), an allocation of private activity bond volume cap from the Washington State Department of Commerce and/or the Washington State Housing Finance Commission, as applicable, and other federal, state and local funds; (ii) apply for any and all necessary approvals from the U.S. Department of Housing and Urban Development in connection with such funding; (iii) lend or grant all or any portion of the money derived from such funding sources to the Partnership, and/or cause any contracts relating to such funding to be assigned to the Partnership; (iv) apply to the Washington State Housing Finance Commission for an allocation of (or approval of the use of) low income housing tax credits for all or a portion of the Project (depending on whether the Authorized Officers determine to pursue “9%” tax credits, “4%” tax credits), enter into such agreements (including a credit reservation and carryover allocation contract), provide such documents (including cost certifications) necessary to secure such allocation(s) (or approval(s)), and cause such allocation(s) (or any portion(s) thereof) to be assigned to the Partnership if the allocation(s) initially are made to the Authority; (v) seek and approve investors to serve as subsequent limited partners in the Partnership in connection with the receipt of low income housing tax credits for the Project; (vi) negotiate with potential investors regarding their acquisition of limited partnership interests in the Partnership and, if the Executive Director determines the same to be advisable, limited partner or member interests in limited partnerships and/or limited liability companies formed to finance other Authority tax credit projects; (vii) execute documents pursuant to which Authority funds (including amounts granted or lent to the Authority for the Project) may be lent to the Partnership; (viii) prepare all appropriate resolutions for Board review and approval; (ix) prepare all documents required so that the Authority and the Partnership comply with state and federal securities laws; (x) negotiate contracts

relating to the use, management and naming of Project buildings; (xi) take all necessary and appropriate actions for the Partnership to acquire all or a portion of the Project by sale or lease from the existing owner thereof (including entering into any option to lease, or lease, necessary to provide the Partnership with control of all or a portion of the Project site); (xii) apply for bond insurance and other credit enhancement for any bonds to be issued by the Authority to finance the Project (but only if the Authority's Executive Director determines such credit enhancement to be cost effective); (xiii) solicit investment banking firms to serve as the lead underwriter(s) and as members of a selling group (if any) for any bonds to be issued for the Project, and select such lead underwriter(s) and the members of any selling group (if the Executive Director determines that a selling group is desirable); (xiv) apply for ratings of any bonds to be issued by the Authority for the Project (but only if the Authority's Executive Director determines such ratings to be desirable); (xv) assist in the preparation of any official statement to be used in connection with the offering of any bonds by the Authority to finance the Project; and (xvi) otherwise execute the Authority's rights under the Partnership Agreement. Nothing herein shall commit the Authority to issuing bonds to finance the Project.

Section 14. The Authorized Officers, and each of them acting alone, are hereby directed, and granted the discretionary authority, to execute and deliver any and all other certificates, documents, agreements and instruments that are necessary or appropriate in their discretion to give effect to this resolution and to consummate the transactions contemplated herein, including, but not limited to, any development services agreement between the Partnership and the Authority (and/or others) providing for the development of the Project, contracts with architects, engineers and other consultants, and construction contracts.

Section 15. The Authority is authorized 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. To the extent any fees or predevelopment costs are incurred and payable by the Partnership prior to the time the Authority enters into a formal loan agreement, the Authority may lend money to the Partnership to pay such costs, with the loan bearing interest at such rate that the Executive Director determines, in his discretion (which may be 0% per annum).

Section 16. Any action required by this resolution to be taken by the Executive Director of the Authority may, in the absence of the Executive Director, be taken by the Deputy Executive Director of the Authority.

Section 17. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed

Section 18. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Tacoma at an open public meeting this 8<sup>th</sup> day of December 2021.

HOUSING AUTHORITY OF THE CITY  
OF TACOMA

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Stanley Rumbaugh  
Chair, Board of Commissioners

ATTEST:

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April Black  
Executive Director

#### CERTIFICATE

I, April Black, the duly chosen qualified 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 Resolution 2021-12-8 (6) (the “Resolution”) is a 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 December 8, 2021 (the “Meeting”), and duly recorded in the minute books of the Authority;

2. That in accordance with RCW 43.06.220, and the Proclamations of the Governor of the State of Washington, as extended by the leadership of the Washington State Senate and House of Representatives (a) one or more options were provided for the public to attend the Meeting remotely, including by telephonic access, and (b) the means of attending the Meeting provided the ability for all persons attending the Meeting to hear each other at the same time;

3. The public was notified of access options for remote participation in the Meeting via \_THA website and social media; and

4. The Meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of the Meeting was given; that a quorum was present throughout the Meeting through telephonic and/or internet means of remote access, 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 December 8, 2021.

HOUSING AUTHORITY OF THE CITY  
OF TACOMA

---

April Black, Executive Director

Commissioner Young motioned to approve the resolution. Commissioner Hodge seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3  
NAYS: None  
Abstain: None  
Absent: 2

**Motion Approved:** December 8, 2021

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Stanley Rumbaugh, Chair

**8.7 RESOLUTION 2021-12-08 (7)**  
**(Interlocal Agreement with Pierce County Housing Authority)**

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

**WHEREAS**, Pierce County Housing Authority seeks to secure a consultant to assist in financial consulting services; and

**WHEREAS**, THA followed the Housing and Urban Development (HUD) procurement process 24 CFR 85.36 and THA's Procurement policy in procuring financial consultation services with J.H. Brawner & Company (Brawner) in August, 2016; and

**WHEREAS**, The THA Board of Commissioners approved resolution 2016-8-24 (3) authorizing a contract with Brawner for financial services; and

**WHEREAS**, PCHA wishes to use the services of Brawner to provide financial consulting services for the repositioning of its Public Housing Portfolio under the Rental Assistance Demonstration (RAD) program; and

**WHEREAS**, PCHA wishes to use the services of Brawner to provide financial consulting services for the repositioning of its Public Housing Portfolio under the Rental Assistance Demonstration (RAD) program; and

**WHEREAS**, Chapter 39.34 RCW (The Interlocal Cooperation Act) permits public agencies to cooperate and exercise joint powers in carrying out their public purposes, includes the purchase of goods and services; 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 enter into an Intergovernmental Cooperative Purchasing Agreement with Pierce County Housing Authority so that housing authority may rely on THA's procurement of Brawner & Company to contract with Brawner & Company for financial services provided.

Commissioner Hodge motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3  
NAYS: None  
Abstain: None  
Absent: 2

**Motion Approved:** December 8, 2021

\_\_\_\_\_  
Stanley Rumbaugh, Chair

## **10. ADJOURNMENT**

There being no further business to conduct during the public portion, the meeting ended at 6:23 pm.

## **11. EXECUTIVE SESSION**

The board went into executive session at 6:25 pm for 9 minutes to discuss pending litigation and ended at 6:34 pm.

**APPROVED AS CORRECT**

**Adopted:** January 26, 2022

\_\_\_\_\_  
Stanley Rumbaugh, Chair



## **TACOMA HOUSING AUTHORITY**

### **Real Estate Development Committee**

Chair Stanley Rumbaugh  
Commissioner Derek Young

### **Finance Committee**

Commissioner Derek Young  
Commissioner Minh-Anh Hodge

### **Community Partnerships and Advocacy Committee**

Vice Chair Shennetta Smith  
Commissioner Pastor Michael Purter

### **Education, Housing, Services and Partnerships Committee**

Vice Chair Shennetta Smith  
Commissioner Minh-Anh Hodge

### **Diversity, Equity and Inclusion Committee**

Vice Chair Shennetta Smith  
Commissioner Minh-Anh Hodge



**TACOMA HOUSING AUTHORITY**

**COMMENTS FROM THE  
EXECUTIVE DIRECTOR**



# TACOMA HOUSING AUTHORITY

**To:** THA Board of Commissioners  
**From:** April Black, Executive Director  
**Date:** January 26, 2022  
**Re:** Executive Director's Monthly Report

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Welcome to 2022!

The Executive Director report serves as a summary of high-level agency activities. The department reports this month highlight the incredible work that the THA team accomplished in 2021, during seemingly impossible times.

We ended 2021 with a snowstorm and a spike in COVID-19. I want to thank the staff for continuing to manage the challenges that continue to be thrown at us.

Special thank you to our Snow Removal Team, who kept our properties safe during the snowstorms in late December. While most of our staff were home and warm, Ron Greeney and Doug Iverson cleared our properties of snow on Sunday, December 26th. Ron and Doug, Steve Couch, Adam Larson, Epitacio Garibay, Dan McPhillips, Dave Doty, Chad McKay, Lynden Lewis, and ChaVeon Morgan tackled snow removal the entire week of December 27<sup>th</sup>.

## 1. Housing Hilltop

I have been communicating with the Board and staff about the controversy related to THA's Housing Hilltop project.

### 1.1. *Current status*

Some members of the Tacoma City Council have expressed interest in finding a resolution that would allow THA to maintain the plan to build a performing arts space in Housing Hilltop. They are discussing the possibility of using City funds to resolve the financial risks in the space. I hope to have more information about options by the time we meet.

The question of the Board will be: if the financial concerns are resolved with a City guarantee, is the Board willing to proceed with a final design that includes 10,000 square feet of performing arts space and builds three fewer 3-bedroom units for low-income families?

The Tacoma Urban League plans to submit written comments related to this decision. I will make sure these comments are provided to the Board once we receive them. We should have them to you before the January Board meeting.

## 1.2. Looking ahead

The controversy around Housing Hilltop has shown us some gaps in our decision-making and community engagement processes. We will be refining the development process to allow the Executive Director and Board to be consulted at multiple times during a development process. We will work toward a process that will enable us to consider the desires of the communities in which we will develop and provide "green lights" before THA makes any verbal or written commitments.

In February and March, we will be working with The Lindsay Group and the Board Development Subcommittee to establish some decision points and baseline expectations. Once we have recommendations, we will bring them to the entire Board.

We also have much to do related to community trust, sharing in decision-making, and being accountable to the communities we serve. That will start as we work to resolve the issues with Housing Hilltop but will continue as we continue planning for, building, and operating the property and in the activities THA does throughout Tacoma. What we hear through engagement in the community may change how we do our work and make our decisions.

## 2. Diversity, Equity, Inclusion, and Belonging

I am happy to announce that we have signed a contract with The Lindsay Group for an agency-wide assessment and strategic plan related to THA's Diversity, Equity, Inclusion, and Belonging (DEIB). The Lindsay Group was selected by a staff review committee and brings a wealth of expertise in this space.

This engagement has been in process for many months but the addition of TLG has been timely given the equity and inclusion concerns raised with Housing Hilltop. We have work to do.

Attached you will find both a welcome letter from TLG and the scope of work for this contract. The dates within the scope of work are placeholders and will be set as we move through the contract.

TLG will be communicating with you directly via email about their next steps. We have scheduled a Townhall meeting for staff to meet with TLG staff on Wednesday, February 2nd at 9 am. The Board will be included on the formal invitation from TLG.

TLG wants to include the Board in the analysis it is doing. ***I suggest we take the scheduled February 4th study session to allow TLG to visit the Board and begin to engage you in the analysis of our agency.*** This work is foundational to the strategy and metric setting we planned in February.

I am excited to begin this work. I'm so grateful to the staff who has helped move us forward over the past two years. This work is the first step in improving Diversity, Equity, Inclusion, and Belonging within THA.

### **3. Vaccine Mandate**

Effective Friday, January 14th, all THA staff who are not on an approved exemption are now vaccinated. When we first announced this policy on August 27th, we gave three main reasons for the decision:

1. We serve a vulnerable population, and we must protect this group to the best of our abilities. Ensuring all staff are vaccinated against COVID-19 is the best way to help keep us from spreading this dangerous virus to our residents.
2. Many of us have young children or family members who cannot receive the vaccine at this time. We must do everything we can to protect ourselves and the people we serve and our families as well.
3. For our organization, community, and society, this is the right thing to do.

We had four employees decide to leave THA rather than receive a vaccination. That's a little less than 2.5% of our staff. But losing any employees is hard – both for those who are leaving and those who remain. All of our employees are valuable, and THA will feel this loss for some time. The HR department is doing its best to help refill open positions but finding great employees is always hard. It is even more challenging in this employment climate.

We had eleven employees complete an exemption application. We were able to provide a reasonable accommodation for nine of them. We will be losing two others because we cannot accommodate their position and continue to maintain our high standards of care and client service. Again, this loss will impact many employees.

We are all very proud and thankful for those who chose to remain at THA and become vaccinated. This was a difficult decision for some, and we admire the courage it took to make this choice.

Even in the face of the Omicron surge, THA is carefully and thoughtfully planning to reopen its offices to clients and staff. We will be following the advice of the Tacoma-Pierce County Health Department as we make decisions on timing. We can return knowing that all of our coworkers are vaccinated when we return.

Thank you to the Board of Commissioners for supporting this policy decision. Thank you in advance for your patience as we maneuver the operational impacts the policy will have over the coming months.

### **4. Visit from U.S. Representative Derek Kilmer**

On January 3rd, we hosted Representative Derek Kilmer at The Rise at 19th. Thank you to The Rise staff—Marquis Jenkins, Sherri Tift, Cindy Bergee and Steve Couch for preparing the property and hosting the Congressman. The visit was an opportunity to highlight how THA used federal funds to build housing and serve special populations. Most notably, the property includes low-income housing tax credits and Veteran's Affairs Supportive Housing.

The timing of the visit was appropriate as Congress continues to try to find common ground on the Build Back Better (BBB) Infrastructure package. Rep Kilmer confirmed that the BBB currently includes a notable expansion to the low-income housing tax credit program. THA will rely on this expansion to develop new housing.

BBB also includes a significant increase in voucher investments. THA's acquisition and partnership strategies will be essential because more households will be searching for housing with vouchers. We will need access to housing immediately available to these shoppers.

## 5. Agency Strategy and Priorities

At the November board meeting, I introduced the proposed vision, strategies, and goals for the next 100 days. In the following pages, I have provided this information related to our progress in accomplishing some tasks during the first 100 days of the THA executive leadership change. We have a study session on the calendar for February 4th. That meeting was intended to begin the discussions based on some initial recommendations that I had shared with the Board in November. I'm recommending we use the February 4<sup>th</sup> study session to meet with The Lindsay Group and move forward with plans for setting our strategies and metrics from there.

### 5.1. Goals for first 100 days

Below is an update on the remaining goals for the first 100 days (*November 1st to February 9th, 2022*):

- Create enough space in our work to allow people to enjoy the upcoming agency holidays.
  - There was no clear way to track success on this. It was an aspirational goal.
- Complete an agency reorganization that clarifies roles and responsibilities and increases efficiency across the agency.
  - We are proceeding with a reorganization that will start with the Development Team moving to the Department of Administrative Services on February 7th. I have attached a copy of the future organizational chart. The full reorg will be completed in steps and should be fully implemented in the second quarter of 2022.
- Post vacant leadership positions. (Not all will be posted at the same time since some positions will report to others).
  - This work has been slow as we prioritize staff vacancies and post positions that were vacated due to the vaccine mandate.
  - The departments reporting to the Deputy Executive director have had significant staff turnover and leave. With so many people on leave and/or vacant positions, recruitment in that position and the Director of Rental Assistance right now would create untimely uncertainty. I am still committed to a competitive, internal/external recruitment process on both positions but am recommending we not begin those recruitments until October. In the meantime, the "interim"



will be removed from both job titles to confer the incumbents' authority to carry out their work over the next several months.

- Below is the status of each of the Leadership positions that are currently vacant or held by people in interim roles:
  - Director of Human Resources (interviews begin the week of January 17th)
  - Asset Manager (To be posted by the end of January)
  - Property Operations Manager (To be posted by end of January)
  - Director of Finance (Posted. We'll begin reviewing applications in early February)
  - Director of Policy, Improvement, and Evaluation (PIE) (Writing the job description. This position will be posted in February)
  - Compliance Manager (Writing the job description. This position will be posted in February)
  - Director of Strategy, Engagement, and Communications (This position is tentatively scheduled to be posted in March)
  - Intergovernmental Affairs Manager (This position is tentatively scheduled to be posted in March)
  - Deputy Executive Director of Housing and Services (I recommend we delay posting this position until October)
  - Director of Rental Assistance (I recommend we delay posting this position until after the Deputy is hired)
  - Any internal promotions into these positions will result in more vacant positions that will be posted.
- Select a Diversity, Equity, and Inclusion consultant and complete the first phase of work outlined in the RFP.
  - This contract has been executed, and work has begun. I have attached the welcome letter from The Lindsay Group (TLG).
- Fully implement the vaccine policy.
  - The vaccine policy has been fully implemented. I provided a more thorough update earlier in this report.
- Fully implement the cyber security policies/procedures/practices.
  - In process. The work should be completed by the end of February. Thank you to William Morse, Aaron Tripp and the IT team for leading this work.
- Make a recommendation about the DOC-CHAP set aside.
  - PIE and Rental Assistance have explored options for utilizing these subsidies, including a potential partnership with a local service provider. Staff will review the recommendation with the Education, Housing, and Services Subcommittee and have a full proposal in the February Board meeting.

- Formalize THA's acquisition and development process.
  - This work will begin in February once the reorganization is complete.
- Update the 3-year financial forecasting tool.
  - Finance has completed creating the tool, but it still needs to be populated with information to make it worthwhile.
- Award at least 50 new PBV-VASH, PBV, or PBS into existing housing immediately available to households exiting homelessness.
  - The RFP has been published.
- Acquire one new residential property.
  - The Rapid Acquisition Team continues to evaluate properties to purchase.
  - In this month's Board packet, you will see a resolution to proceed with a purchase of North Highland Court Apartments.
- Create a THA reopening plan and finalize a Remote Work (formerly Telework) policy.
  - This policy is in draft form. I've attached a letter I sent to staff to provide an update about our plans. We will be taking cues from the Tacoma Pierce County Health Department about when it is safe to reopen THA's lobbies to the public and regularly have more staff in the office.

Given the challenges we've faced as an agency during the pandemic, and through the leadership transition, I am proud of the work we've accomplished. It has been a delicate balance to support day-to-day operations, with staff fatigue and turnover, while continuing to look forward and plan for the future. THA has a truly excellent team.

### ***5.2. Agency Strategies and Metrics***

I have proposed that we await the outcome of the DEIB analysis before setting our strategies and metrics. I'd like to confirm whether the Board is agreeable to this recommendation.

## **6. Update from Human Resources**

Focused attention on our recruitment and hiring process has been a priority for the Human Resources department. We started the recruitment process for the Director of Human Resources by interrupting our biases and being aware of THA's organizational culture of DEIB (diversity, equity, inclusion & belonging). As a result, we have diversified our referral network.

Considering a record number of Americans quit their job in November, employers have more competition than before when setting standards for the work environment they are creating. Employees have more employment options than ever before. Competitive pay, flexible scheduling, reasonable workloads, recognition, career development and a welcoming environment are attractive to employees on the move. Therefore, we are ensuring each step of the recruitment process is inclusive, intentional, and impactful for all candidates. For example, we have been intentional about how we communicate with candidates. We've been mindful of how our job

announcements, advertising efforts, and interview experience will impact the candidate. Our recruitment process includes five distinct steps:

*Steps in the Recruitment Process:*

1. Recruitment Plan – We created a recruitment plan for the Director of Human Resources position. The plan included identifying the needs of the organization and the ideal candidate profile. Confirming the ideal candidate's knowledge, skills, and abilities was crucial. For example, the position includes working directly with the Equity Consultant to support initiatives that further the organization's equity directly. Specifically, this responsibility requires implementing and executing HR-related policies, programs, and guidelines related to DEIB. The recruitment plan included:
  - a. New job description drafted focused on organizational values, essential duties, DEIB responsibilities, an update to the knowledge skills and abilities, inclusion of education and experience equivalencies and an update to physical requirements.
  - b. Equity Screening and Analysis of job description and announcement: The analysis addressed any hidden bias in these documents and the recruitment plan. The review and analysis focused on measuring experience, language, commitment to DEIB, and systemic barriers.
2. Talent Search – The search for qualified candidates is one of the most important steps in the recruitment process. Our talent sourcing strategy included a focus on identifying BIPOC candidates. Leveraging nontraditional networking such as spreading the word in and among our already established personal and professional networks is a very important part of our sourcing strategy. Boolean searches have positively impacted our equity-focused sourcing efforts. These searches target candidate demographics to ensure a diverse pool of candidates.

We've developed an initial list of organizations that we've reached out to facilitate stronger connections with our local community. The list of organizations will continue to grow to align our sourcing strategy better with our community engagement strategy.

Traditional tactics, such as the use of paid digital advertising through social and professional network sites and considering talented, high-performing internal employees are also part of the talent search process.

3. Screening & Shortlisting
  - a. Screening interviews centered on assessing each candidate's DEIB competency. Focusing on identifying candidates who have modeled an active and personal commitment to DEIB education; demonstrate a solid understanding and proven literacy around DEIB topics.

- b. We identified a shortlist of finalists who exceeded minimum qualifications and demonstrated cultural competence in their professional work.
- 4. Interviewing
  - a. We created two interview panels representing a cross-section of leadership and the organization.
  - b. To ensure a lawful interview process void of discriminatory questions and a recognition of unconscious bias, interview panelists were provided training. Interview panel training covered:
    - i. Confidentiality
    - ii. Recruitment Plan and Process
    - iii. Position Details
    - iv. Equity Analysis
    - v. Legal Interview Questions
    - vi. Unconscious Bias in Interviewing
    - vii. Virtual Interview Panel Tips
    - viii. Behavioral Interview Questions and Rating
- 5. Evaluation and Employment Offer
  - a. Review of salary placement guidelines are ongoing.
  - b. Strong professional reference and background check will be conducted.
  - c. Development of a comprehensive onboarding program based on candidate needs is underway.

Our equity-focused recruitment strategy is evolving. The search for the next Director of Human Resources is the department's first attempt to create a consistent process focused on equity. In the future, we will expand our talent sourcing strategy by posting jobs on more diverse job boards and increasing outreach within our local community. We are also prioritizing providing unconscious bias interviewing training for employees who serve on search committees.

# Welcome!

Tacoma Housing Authority  
Ms. Sha Peterson  
902 South L Street, Tacoma, WA 98405-4037

Greetings Tacoma Housing Authority,

On behalf of The Lindsay Group family, I'd like to take this opportunity to welcome you to our community and to offer gratitude for trusting us with the incredible responsibility of supporting the advancement of Tacoma's anti-oppressive agenda for a more equitable and inclusive organization.

As some of you may have learned, we're an organizational development consulting firm that prescribes transdisciplinary anti-oppressive design interventions and applied psychological change techniques to facilitate individual, collective, and system-wide transformation. In short, our purpose is to help organizations strategically disrupt manifestations of systemic oppression and resist white supremacy using organizational science.

Our transdisciplinary methodology always prioritizes an evidence-based, trauma-informed, and person-centered approach. As your partners in this work, our objective will be to provide an anti-oppressive strategic plan that would support Tacoma with becoming a more psychologically safe organizational system for all members, most especially for those of you who are of oppressed identities and have been historically marginalized.

We invite the assigned steering committee to convene with us for an initial project meeting. In this space, we will provide details that would orient you to the project breakdown, covering the activities of each phase. In this space, we will also explore ways to engage all stakeholders for their contributions in shaping the work of this engagement. Our administration team will be in touch in the next 24 hours to coordinate a time that works best for you in the upcoming week.

We're so thrilled to serve all of you. We recognize that the work of decolonizing the mind and disrupting oppressive systems is never without its challenges. It's hard. It's uncomfortable. But it is absolutely necessary. We believe that the manifestations of systemic oppression, demand a systematic response and we hope that our impact at Tacoma Housing Authority, will inspire forward movement in this direction.

In gratitude,

Preston Lindsay, Ph.D.  
President & Chief Executive Officer

## Project Tacoma Housing Scope

Phase	Description of Activities	Project Timeline
<b>Phase 0 (Pre-Work) :</b>  <b>Work plan, Project Kick-off Sessions</b>	<p><b><u>Project Kickoff</u></b></p> <p>TLG will facilitate (1) 60 minute project kickoff session for this engagement. The project kickoff is part of the project initiation Phase (Identified Phase 0) of the project lifecycle. It's a critical project management activity that involves preparing the team members and the client team on expectations, communication, and collaboration for the project.</p> <p>This process will inform the project planning phase of the project, and also will allow TLG consultants and the Tacoma team to iron out and finalize details such as project timeline, project management methodology, success measurement, and more.</p> <p><b><u>Project Management Methodology + Work Plan</u></b></p> <p>The project work plan will outline the requirements of a project, project planning steps, goals, and team members involved in the project. This provides visibility to all members involved, keeps project deliverables organized in one place, and helps both TLG and Tacoma stay on track to reach your objective of the engagement.</p>	<p><b><u>Phase 0 Deliverables</u></b></p> <p><b>Project Tacoma Housing Workplan and Project Management Methodology</b></p> <p>December 22, 2021- December 31, 2021</p> <p><b>Project Kickoff Sessions</b></p> <p>Start: January 10, 2022 End: January 10, 2022</p>

<p><b>Phase 1:</b></p> <p><b>Organizational Assessment</b></p>	<p><b><u>Organizational Assessment</u></b></p> <p>We will assess the organization at the individual, group, and system levels with an anti-oppressive/anti-racist lens to uncover root cause issues of organizational challenges specific to Tacoma's systems, processes, work environment, and people. Assessing overall the organizational behavioral profile of Tacoma Housing in its current state.</p> <p>Our methodology requires the use of the data collection methods outlined below:</p> <ul style="list-style-type: none"> <li>• Organizational Assessment Survey</li> <li>• Racial Equity Impact Survey</li> <li>• Barrier Analysis</li> <li>• Structured Interview</li> </ul> <p>TLG will provide the following deliverables:</p> <p><b><u>Assessment Materials</u></b></p> <p>Data collection instruments to be used in assessing the Tacoma Housing we will provide to Tacoma Housing Leadership for review.</p> <ul style="list-style-type: none"> <li>• Organizational Assessment Survey, MCOD assessment + Racial Equity Impact Survey with clear logic model defining the objective for each construct and the dimensions being measured.</li> <li>• Barrier Analysis with narrative logic model defining the objective of the instrument.</li> <li>• Structured Interview questionnaire complete with Interview protocol</li> </ul>	<p><b><u>Phase 1 Deliverables</u></b></p> <p><b>Assessment Materials</b></p> <p>Start: January 5, 2022 End: January 12, 2022</p> <p><b>Assessment Announcement</b></p> <p>Start: January 7, 2022 End: January 12, 2022</p> <p><b>Initiate Assessment Process</b></p> <p>Start: January 12, 2022 End: January 14, 2022</p>
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	<p>defining objective and approach to conducting interviews.</p> <p><b><u>Assessment Annoucement Materials</u></b></p> <p>Provide for review communication material purposed to orient Tacoma Housing stakeholders to the activities of organizational assessment process.</p> <ul style="list-style-type: none"><li>● Provide one-pager overviewing the structured interview and survey process.</li></ul> <p><b><u>Initiate Organizational Assessment Process</u></b></p> <p>We will begin the work of conducting the organizational assessment. Details below describe the deliverables we will provide at this level:</p> <ul style="list-style-type: none"><li>● Rollout of communications materials to Tacoma Housing Stakeholders</li><li>● Deploy surveys</li><li>● Begin scheduling structured interviews.</li><li>● Initiate Barrier Analysis and policy review.</li></ul> <p>If needed, we will provide not more than (2) rounds of revisions of the design of the data collection tools.</p> <p><b><u>Progress Check in</u></b></p> <p>Phase 1 Progress Check in   Status Update, Phase 1 Deliverables + Next Steps (45 minutes)</p>	
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<p><b>Phase 2:</b></p> <p><b>Organizational Diagnosis   Analysis + Reporting Findings</b></p>	<p><b><u>Reporting Findings</u></b></p> <p>TLG will provide results of the organizational assessment. The diagnosis will represent a summary narrative report providing details of the findings. This report is not the organizational assessment report but an overview of our findings in brief in both written and presentation format.</p> <p>The diagnosis (findings) will inform the strategic visioning and goal setting sessions in Phase 3 and consultant recommendations in Phase 4. A comprehensive organizational assessment report will be provided at Phase 4 containing all of the details of this engagement.</p> <p>In Phase 2, TLG's assessment team will provide Tacoma Housing the following deliverables:</p> <p><b><u>Data Analysis</u></b></p> <ul style="list-style-type: none"> <li>• Provide Tacoma Housing with raw aggregated data + processed/cleaned data</li> </ul> <p><b><u>Summary Data Reports</u></b></p> <ul style="list-style-type: none"> <li>• Assessment Summary Data Report narrating data points (Overview of diagnosis).</li> <li>• Present data in visualized format to stakeholders during the final Phase 2 project check-in.</li> </ul> <p><b><u>Progress Check in</u></b></p> <p>Phase 2 Progress Check in   Review of Findings, Phase 2 Deliverables + Next Steps (45 minutes)</p>	<p><b><u>Phase 2 Deliverables</u></b></p> <p><b>Data Analysis (Diagnosis)</b></p> <p>Start: February 4, 2022 End: February 14, 2022</p> <p><b>Summary Report + Review of Findings Data Analysis</b></p> <p>Start: February 15, 2022 End: February 17, 2022</p>
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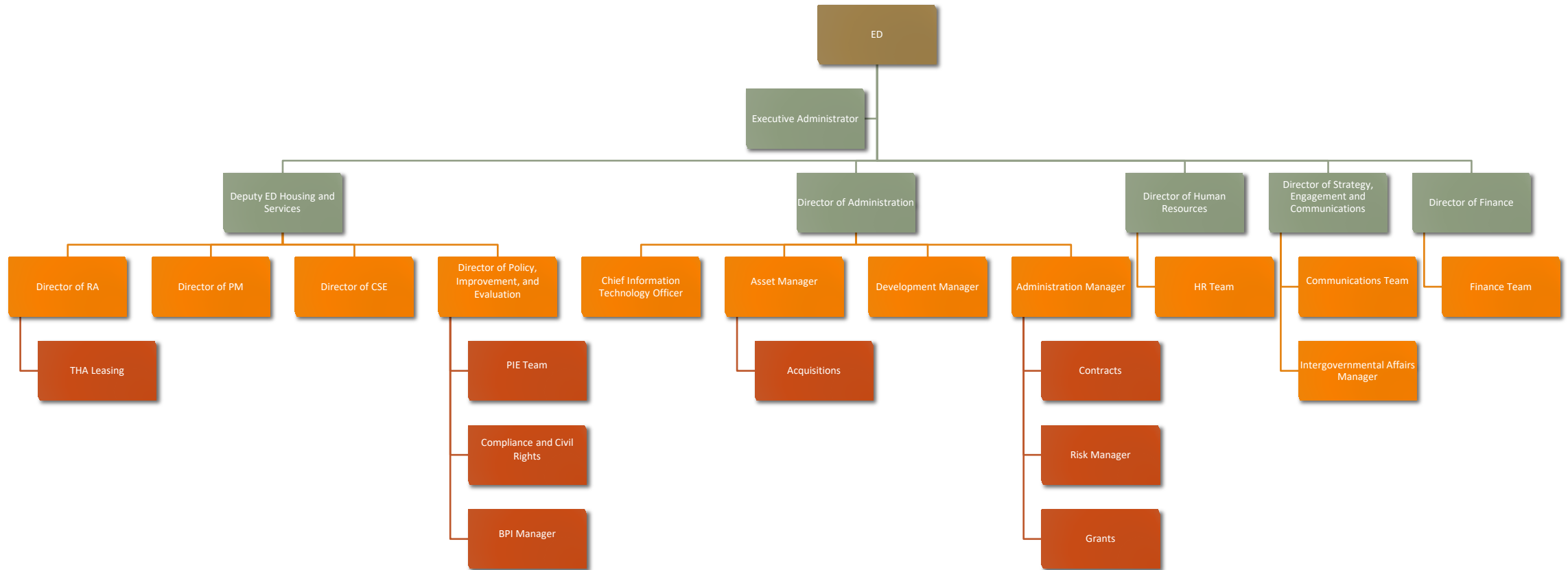
<p><b>Phase 3:</b></p> <p><b>Action Planning: Strategic Visioning+Goal Setting Sessions</b></p>	<p><b><u>Action Planning: Strategic Visioning + Goal Setting Sessions</u></b></p> <p>TLG will facilitate (2) 90 minute visioning and goal-setting sessions to Tacoma Housing stakeholders. This process is intended to help the organization become more clear about the ideal future, designing an issue-based action plan informed by the organizational diagnosis, and establishing measurable organizational goals intended to address organizational challenges.</p> <p><b><u>Progress Check in</u></b></p> <p>Phase 3 Progress Check in   Review of Action Planning Session, Phase 3 Deliverables + Next Steps (45 minutes)</p>	<p><b><u>Phase 3 Deliverables</u></b></p> <p><b>(2) 90 minute Strategic Visioning+Goal Setting Sessions</b></p> <p>Start: February 8, 2022 (Session 1)</p> <p>End: February 17, 2022 (Session 2)</p>
<p><b>Phase 4:</b></p> <p><b>Organizational Assessment Report</b></p>	<p><b><u>Organizational Assessment Report</u></b></p> <p>TLG consultants will provide the final deliverable of a comprehensive written organizational assessment report on our review of the system dynamics of Tacoma Housing. Assessing its policies, processes, work environment, people, relationships, and decision making to understand challenges specific to diversity, equity, and inclusion.</p> <p>The organizational assessment report will provide Tacoma Housing organizational diagnosis, consultant recommendations and an issue based strategic action plan informed by the strategic visioning and goal setting sessions of Phase 3. The purpose of the Organizational report is to support achievement of overarching organizational DEI objectives.</p>	<p><b><u>Phase 4 Deliverables</u></b></p> <p><b>Organizational Assessment Report</b></p> <p>Start: February 4, 2022 End: March 7, 2022</p>

	<p>If needed, we will provide not more than (2) rounds of revisions to the Organizational Assessment report.</p> <p><b><u>Progress Check in</u></b></p> <p>Phase 4 Progress Check in   Review of Organizational Assessment Report + Phase 4 Deliverables (45 minutes)</p>	
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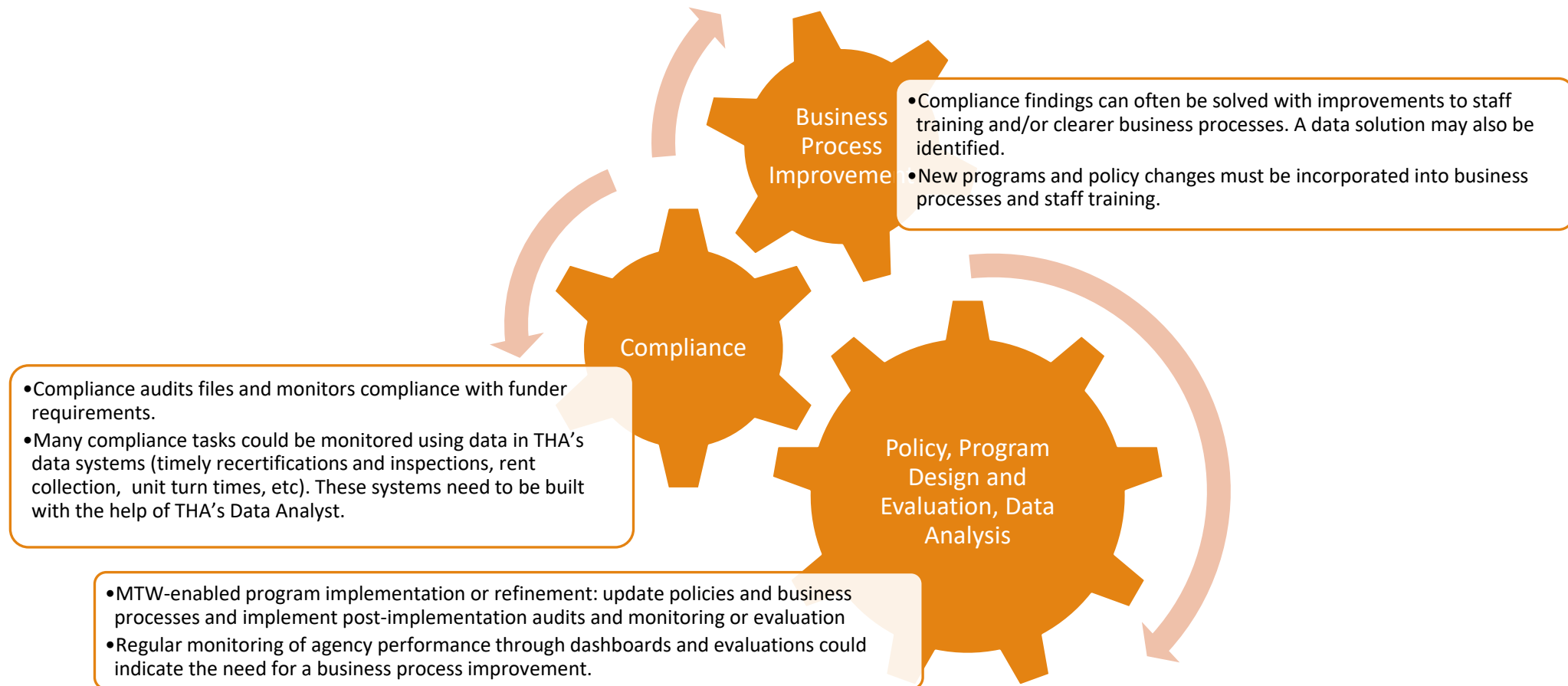
# THA Revised Org Chart

## December 6, 2021

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# Visual of how proposed PIE functions work together





January 19, 2022

## **Plans to Reopening THA's Offices and Dispelling Telework/Remote-work Policy Myths**

Hello THA team,

I am writing to update you about my thinking around reopening to the public and where people will work. There have been rumors about the Remote-work (formerly called Telework) policy we are drafting and what we expect of you. I want to dispel some rumors and ensure everyone has the same information.

First, I want to acknowledge the accomplishments of the past two years. We have been living in a time of uncertainty and fear while still helping each other and our customers. We've seen leadership changes, unprecedented staff changes, and the highs and lows in the lives of our customers. I am so proud of the work we've done as a team and how we've stayed customer and mission-focused through this time.

For the staff primarily working from home, there is added uncertainty and fear around questions about when we are going back into the office. Some are fearful that they'll have to come back into the office every day; while others are fearful that they'll remain isolated at home for even longer.

For the staff primarily working from home, instead of specifying that people work a baseline number of days a week in the office, we're going to leave this decision up to individual teams. This decision will be made team-by-team, at the Director level. We expect that there will be teams that continue mainly working remotely, others that will perform some combination of remotely and in the office, and still others that will decide customers are served best from the office. We're intentionally not prescribing how many days or which days—this is for Directors to determine with their senior leaders and teams. The decisions should be guided by what will be most effective for our customers and staff.

At a minimum, I am asking that all staff live in Washington State and close enough to their THA office to easily travel to the office for a meeting within a day's notice. I will explain this a little more later in this letter.

While the stress of returning to the office impacts some staff, not all staff could work remotely and have continued to complete work essential to THA's operations; during this time we've had our lobbies closed. I want to recognize the work of our teams that have these less-flexible positions. Our maintenance and inspection teams have not had the flexibility to work remotely and has continued to maintain and inspect our properties for our customers. Our property management, rental assistance, and finance teams have needed to continue to report in to

complete much of their work. Thank you to our colleagues for their commitment and continued dedication to our customers and mission.

As I've mentioned before, I don't have all the answers. I can't predict this pandemic or other challenges and surprises we might face in the coming months. I do want to share my thinking and what I'm hearing. I've shared some more detailed updates below. As you read this and the updates, please let me know:

- What can I do for you?
- What are we missing?
- What do we need to know as we move toward the future?

### ***Update from the Tacoma Pierce County Health Department***

On January 13th, I spoke with the head of the COVID Incident Command Center for the Tacoma Pierce County Health Department. Because of the excessive number of COVID cases right now, the TPCHD advises THA lobbies to remain closed to the public and continue to work from home unless it impacts essential operations. They also recommend that all staff reporting to a THA worksite use an N95 or KN95 mask.

The TPCHD and other health officials predict that Pierce County will see the peak of the spike in COVID cases near the beginning of February. TPCHD does not recommend reopening THA's lobbies fully to the public or having more staff in the offices until we've seen several consecutive weeks of reduced COVID cases in Pierce County. I will meet with TPCHD again on January 26th to reassess this situation, but it looks unlikely that we will reopen our physical locations to the public before the end of February.

### ***When we do reopen our lobbies to the public***

I would like us to reopen our offices to the public and begin having more staff in the offices as soon as it is safe to do so. Moving to an in-person work environment will allow us to grow the sense of cohesion and camaraderie amongst our staff team. I have heard from many staff that we are missing this. I feel it, too. Also, we are a customer-services, community-based organization, and we need to have an accessible presence for our constituents.

Sha is leading an effort to map every desk and workspace in THA's portfolio. From there, she will begin to assign every THA employee a desk. Having a designated desk or workspace will allow people to report to work without worrying about scheduling and shared workspace.

I don't plan to dictate when and where people work. It will take time for us to balance the work we can do better from home and the work that is best from the office. The work location and work schedule will be set between staff and their supervisors. In developing those schedules, I will expect a few things:

- Follow best-practice to meet the needs of our customers and coworkers. If work is done best in person, schedule yourself to be in the office;

- As much as possible, team meetings will be held in-person to allow us to build relationships and support systems;
- See customers in person when it improves the customers' experience;
- Have predictable office hours that allow for walk-in appointments and staff available to meet with people walking in;
- All new staff will train and onboard in the office. Supervisors, coworkers, and trainers will need to be in the office to support the new staff;
- We'll create an organization where every person understands and feels part of the THA mission. This will include asking staff to go on THA property tours, spending a day with front desk, inspection and/or maintenance staff, and helping when we open our waiting lists. We are all part of the fantastic, customer-serving work we do as an agency.

To accomplish these expectations, I'll ask that every THA employee, regardless of their approved Remote Work schedule, be expected to be asked to report into a THA office or worksite with a days' notice. I know there are some staff with reasonable accommodations related to the vaccine mandate. Any reasonable accommodations related to the requirement to report into a THA office will be reviewed on a case-by-case basis.

### **The Remote Work Policy**

The Leadership Team is working on a draft Remote Work Policy. This draft comes from recommendations from the Emergency Operations Reopen Committee and a review of policies from organizations similar to THA. The policy will not establish schedules for people to work from home. Instead, it outlines expectations of the staff approved to work from home. Like all THA policies, both Unions will review the draft before it is given to staff or finalized by the THA Board. We hope to discuss the draft with the Unions in the next couple of weeks.

We have heard that people are concerned about the childcare arrangements that are currently in place. We don't have all of the answers on this but we are clear that approval of a remote work arrangement is not a replacement for childcare.

### **Your questions, thoughts, and comments**

This letter has a lot of information. Please let me know your questions, thoughts, and comments as you think about it. We have a new [anonymous suggestion form](#). Please feel free to use it. Or call, email, or Teams chat with me. The more minds, the better.

Thank you and take care,  
April





**TACOMA HOUSING AUTHORITY**

**ADMINISTRATION  
REPORTS**



**TACOMA HOUSING AUTHORITY**

**FINANCE**



# TACOMA HOUSING AUTHORITY

## **Motion**

Adopt a consent motion ratifying the payment of cash disbursements totaling \$7,319,627 for the month of December 2021.

**Approved: January 26, 2022**

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Stanley Rumbaugh, Chair

**TACOMA HOUSING AUTHORITY**  
**Cash Disbursements for the month of December 2021**

		Check Numbers			
		From	To	Amount	Totals
A/P Checking Accounts					
Accounts Payable Checks	Check #'s	95,335	-	95,414	
Accounts Payable ACHs	ACHs	956	-	997	
Business Support Center				1,287,413	Program Support
Moving To Work Support Center				113,729	
Moving To Work Buildings (used by Support Center)				210,109	
Tax Credit Program Support Center				46,530	
Section 8 Programs				274,054	Section 8 Operations
Arlington Crisis Residential Center				44	Properties
Alberta J Canada Bldg				336	
Highland Crest Apts				630	
James Center				12,646	
KeyBank Building				849	
Outrigger				428	
Prairie Oaks Operations				131	
Salishan 7				18,579	
Hilltop Redevelopment - THDG				2,660	THDG
THDG - General				418	
Saravida Building				1,775	Development
James Center				875	
Hilltop Redevelopment				10,142	
Hillsdale Heights				6,958	
Bus Development Activity				28,661	
CS General Business Activities				1,045	Client Support
Community Services MTW Fund				23,459	
Education Private Grants (Gates, etc.)				52,510	
AMP 6 - Scattered Sites				1,031	Public Housing
AMP 9 - HT 1500 - Subsidy				737	
THA SUBTOTAL				2,095,750	
Hillside Terrace 2 & 1500				2,937	Tax Credit Projects - Reimbursable
Bay Terrace I & II & Community Facility				9,636	
Arlington Youth Campus				1,646	
Court F (The Rise)				3,042	
Renew Tacoma Housing				21,113	
Salishan 1 - Salishan 6				20,016	
TAX CREDIT SUBTOTAL (Operations & Development - billable)				58,390	2,154,140
Section 8 Checking Account (HAP Payments)					
SRO/HCV/VASH/FUP/NED	Check #'s	485,142	-	485,228	134,827
	ACHs	13,322	-	14,309	3,615,146
Payroll & Payroll Fees - ADP					\$ 1,415,514
TOTAL DISBURSEMENTS					\$ 7,319,627

TACOMA HOUSING AUTHORITY			
CASH POSITION - November 2021			
Account Name		Current Balance	Interest
HERITAGE BANK			
Accounts Payable		3,842,336	0.27%
Section 8 Checking		6,327,038	0.27%
THA Affordable Housing Proceeds-Salishan		1,973,427	0.27%
THA Scattered Sites Proceeds		5,891,047	0.27%
FSS Escrows		220,335	0.27%
CSA Escrows		123,448	0.27%
Note Fund Account		103	0.27%
Key Bank Security Deposits		1,053	0.27%
THA Investment Pool		338	0.27%
THDG - Tacoma Housing Development Group		837,630	0.27%
Salishan 7 Operations		1,857,313	0.27%
Salishan 7 Security Deposit		28,974	0.27%
Salishan 7 Replacement Reserve		490,318	0.27%
Salishan 7 Operating Reserve		203,813	0.27%
Highland Crest Operations		1,545,650	0.27%
Highland Crest Replacement Reserve		309,474	0.27%
Highland Crest Security Deposit		40,287	0.27%
Outrigger Operations		640,647	0.27%
Outrigger Replacement Reserve		248,204	0.27%
Outrigger Security Deposit		24,355	0.27%
Prairie Oaks Operations		256,042	0.27%
Prairie Oaks Replacement Reserve		38,583	0.27%
Prairie Oaks Security Deposit		6,656	0.27%
Payroll Account		10,260	0.27%
HOME STREET BANK			
James Center North Operations		1,077,418	0.00%
James Center North Security Deposit		63,049	0.00%
WASHINGTON STATE			
Investment Pool		\$ 1,526,203	0.09%
<b>1. TOTAL THA CASH BALANCE</b>		<b>\$ 27,584,000</b>	
Less:			
<b>2. Total MTW Cash Balance</b>		<b>\$ 2,605,925</b>	
<i>Less Minimum Operating Reserves</i>			
2.01 Public Housing AMP Reserves (4 months Operating Exp.)			
2.02 S8 Admin Reserves (3 months Operating Exp.)		726,000	
2.09 Less Total Minimum Operating Reserves		\$ 726,000	
<b>2.1. MTW Cash Available (Lines 2-2.09)</b>		<b>\$ 1,879,925</b>	
<b>3. MTW Cash Held By HUD</b>		<b>\$ 8,232,865</b>	
<b>4. Non MTW Cash Restrictions/Obligations</b>			
<i>4.1 Non MTW Operational Restrictions</i>			
4.10 HUD Restricted - Lot and Property Sales		\$ 7,864,473	
4.101 Area 2B Sales Proceeds (Afford Hsg)		1,973,427	
4.102 Scattered Sites Proceeds (Afford Hsg)		5,891,047	
4.20 THA Property Accounts Reserved		\$ 2,705,287	
4.201 Security Deposit Accounts		164,373	
4.202 Highland Crest Operations Reserves		320,000	
4.203 Highland Crest Replacement Reserves		309,474	
4.204 James Center North Operations Reserves		230,000	
4.205 James Center North Capital		262,935	

TACOMA HOUSING AUTHORITY				
CASH POSITION - November 2021				
4.206	Outrigger Operations Reserve	150,000		
4.207	Outrigger Replacement Reserves	248,204		
4.208	Prairie Oaks Operations Reserves	77,000		
4.209	Prairie Oaks Replacement Reserves	78,583		
4.210	Salishan 7 Operations Reserves	374,400		
4.211	Salishan 7 Replacement Reserves	490,318		
4.30	Rental Assistance Reserves		\$ 1,475,154	
4.301	Mod Rehab Operating Reserves	119,311		
4.302	VASH, FUP, NED, EHV & MAIN HAP Reserves	1,091,017		
4.303	FSS Escrows	264,826		
4.40	Prepaid Grants		\$ 2,196,812	
4.401	TPS Interlocal (CS-2017-011)	239,484		
4.402	Balmer Foundation - Education Prog (CS-2020-005)	489,365		
4.403	College Spark (PI-2018-005)	65,502		
4.404	GTCF Grant (PI-2019-005)	244,248		
4.405	Gates - THA Education Program (PI-2020-006)	94,382		
4.406	Kresge Foundation - CHAP Program (RA-2019-009)	176,201		
4.407	Ballmer Foundation - COVID Rent Assist (RA-2020-003)	50,000		
4.408	THDG	837,630		
4.60	Total - Non MTW Cash Restrictions (4.10+4.20+4.30+4.40+4.50)		\$ 14,241,726	
4.70	Agency Contracted or Budgeted Commitments Remaining		\$ -	
		-		
		-		
4.99	Total Non MTW Cash Restrictions/Obligations (Lines 4.60+4.70)		\$ 14,241,726	
5.	THA UNENCUMBERED (Non-MTW) CASH (Lines 1-2-4.99)		\$ 10,736,349	
6.	Development Advances - Project Reimbursement upon closing/draw		\$ -	
6.01	Arlington Youth Housing	-		
6.02	Court F LLLP (1800 Block)	-		



**TACOMA HOUSING AUTHORITY**

**POLICY, INNOVATION, AND  
EVALUATION**



# TACOMA HOUSING AUTHORITY

**DATE:** January 26, 2022

**TO:** THA Board of Commissioners

**FROM:** Katie Escudero  
Interim Director of Policy, Innovation and Evaluation

**RE:** Policy, Innovation and Evaluation (PIE) Department Board Report

In 2021, PIE continued to leverage THA's Moving to Work (MTW) flexibility to design, evaluate, and continually improve agency policies and programs. While much of the agency's focus remained on COVID response and recovery, we were able to make progress on this long-range work while remaining mindful of the operational capacity needed to implement new policy or make program pivots. Thank you to Christine Nguyen, Daniel Stutman, and Jess Thompson for their flexibility and steadfastness in driving our work forward in yet another year of uncertainty and change.

Below are some highlights from this past year.

## 1. Staffing

PIE welcomed two new team members, Christine Nguyen (Planning and Policy Analyst) and Daniel Stutman (Data Analyst), rounding out our small but mighty team of four.

## 2. Moving to Work

PIE continued to manage and meet the requirements of the Moving to Work program, submitting THA's 2020 MTW Report in March and 2022 MTW Plan in October. We received approval of our report and notification that we continued to not just meet but exceed the substantially the same statutory requirement (to substantially assist the same number of families as would have been served if THA were not MTW). We are awaiting final approval for our 2022 MTW Plan.

In June, we hosted a virtual site visit with MTW staff from HUD headquarters and the Seattle field office. THA staff covered a range of topics including our acquisition and development pipeline, long-term vision and goals, pandemic response, Arlington Drive, and our local, non-traditional subsidy programs.

Finally, we successfully applied for and received approval to apply THA's MTW flexibilities to our newly awarded tranche of Emergency Housing Vouchers, enabling Rental Assistance to administer a single set of program rules.



### **3. Housing Opportunity Plan (HOP) Assessment**

Over the past year, PIE has been evaluating the Housing Opportunity Program (HOP) subsidy and how outcomes among HOP participants compared to the participants in the traditional Housing Choice Voucher (HCV) program. These efforts, led by Jess Thompson, resulted in a comprehensive report, including recommendations, which was shared in the [December Board packet](#). To summarize, households with a traditional HCV subsidy are better off than households receiving a HOP subsidy. HCV households are more likely to lease up, less likely to experience a severe rent burden, more likely to increase their income, more likely to exit under positive circumstances, and exit with lower rates of a severe market rent burden. The findings hold true across all demographic groups.

The report, its findings, and next steps are being discussed at a January study session with the Board, which has not taken place as of the writing of this memo.

### **4. Opening Doors**

PIE concluded a years-long policy analysis that led to THA adopting changes to its criminal history screening policies. For our tenant-based rental assistance programs, THA no longer denies for criminal history beyond the denials required by HUD. For THA's portfolio of federally assisted properties, the lookback period has been reduced and the scope of review includes only felony offenses. Further, except for the HUD exclusions, THA is no longer categorically denying an applicant based on criminal history. Instead, the applicant will go through an individualized review process via an Application Review Panel. If any applicant is admitted through the Application Review Panel, they will be automatically referred to Client Support and Empowerment for a review of service needs.

Due to staff turnover in PIE, we delayed the implementation of this policy until late 2021 and into 2022. Christine Nguyen, THA's new Planning and Policy Analyst, is currently working with Rental Assistance, Client Support and Empowerment, and Property Management on the design and implementation of the review panel and implementation of the full policy recommendations.

### **5. Data Quality**

With the hiring of Daniel Stutman as THA's Data Analyst, we have had the capacity to delve deeper into data quality, reporting, and standardization efforts. In November, we shared with the Board a data quality analysis report, which investigates the state of data quality in OpenDoor. The goal of this project was to gain a broad understanding of the scope and scale of data quality issues so we can effectively plan, as an agency, for the time and resources needed to mitigate these issues in the short-term and enable our migration to Yardi.

To address the issues identified in the report, PIE, in partnership with IT, established the Data Governance Committee. This cross-departmental team of subject matter experts addresses strategic issues across three broad domains: data use, data quality, and data flow. With this charge, it is expected the committee will engage in activities that include identifying and addressing common data challenges; developing policy and practices that improve data quality; and educating THA staff about data use and governance. The charter is attached to this memo.

## **6. Education Project Assessment**

In August 2021, we engaged the Foundation for Tacoma Students (FFTS) to provide third party evaluation and assessment services for THA's Education Project. As an anchor institution with a stadium perspective of the local social services and education landscape, FFTS is uniquely positioned to assist THA in assessing and strategizing how to best leverage our resources to support educational and life outcomes among THA's resident population. Over this next year, they will be exploring:

- How to prioritize, scale, and align THA's education work with broader community efforts
- How to track education outcomes and how they relate to housing
- How THA's work relates to, is informed by, and potentially informs Graduate Tacoma's 2030 Reset
- How this relationship relates to THA's agreement with TPS, THA access to the TPS partner portal/data coaching, and potential data sharing collaborations with other organizations
- How to best leverage this relationship to maximize program efficacy and evaluation, particularly with TPS and the City of Tacoma

## **7. Hope Center's First Look Brief on CHAP**

In June 2021, Temple University's Hope Center published ["A First Look at Impacts of the College Housing Assistance Program at Tacoma Community College"](#). This report is the first publication to come out of the from Hope Center's third-party evaluation of the College Housing Assistance Program (CHAP). The evaluation focuses on students at Tacoma Community College (TCC) who applied to the program for a tenant-based subsidy between 2017 and 2019. The most significant finding from the report is that only one quarter of applicants were able to secure housing with the voucher. Older students, women, and students with stronger academic profiles were overrepresented in the group of housed students. Black students were underrepresented. The report goes on to discuss the barriers to program admission and leasing (e.g., the complexity of the HUD application, proficiency navigating bureaucracies, etc.). Additionally, the authors cite the importance of adequate and trained staff who can help students navigate the program's complexity. Lastly, the report makes note that admission to the program does not appear to have significant or positive academic impact. However, the data is limited to only the first terms participants are on the program so future reports should be able to uncover if there are any longer-term program impacts. Jess Thompson participated and offered insights on a webinar that the researchers hosted on their brief.

## **8. Partnership Development with Pioneer**

In late 2021, PIE staff began discussions with Pioneer Human Services to explore opportunities to partner and leverage the 25 subsidies THA's Board has set aside for people exiting the criminal justice system. THA currently subsidizes 51 units at Pioneer's Rialto Apartments so we saw an opportunity to leverage an existing partnership to administer these subsidies. PIE staff anticipate bringing forward a proposal, in partnership with Rental Assistance, at the February Board meeting.



# **Tacoma Housing Authority**

## **CHARTER FOR THE DATA GOVERNANCE COMMITTEE (DGC)**

November 2021

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## 1. INTRODUCTION

This document establishes the charter for the Data Governance Committee (DGC) for the Tacoma Housing Authority (THA). The charter defines the purpose, responsibilities, operation, meeting frequency, and membership of this group which will establish a framework of data governance reflecting the shared understanding that timely access to meaningful information is essential to our organizational mission. Deriving insight from data is the heart of analytics, and its purpose is to support housing authority operations and program effectiveness.

## 2. PURPOSE

In fulfilling its charge, the Committee will address strategic issues across three broad domains: Data use, data quality, and data flow (described in more detail in section three, below). In so doing, it is expected that the Committee will engage in activities that include identifying and addressing common data challenges; developing policy and practices that improve data quality; and educating THA staff about data use and governance.

In all of these activities, the DGC will work to maximize value from THA's analytic resources, minimize inefficiencies, and responsibly balance the trade-offs between data access and privacy.

## 3. RESPONSIBILITIES

The work of the DGC revolves around three core areas:

### 3.1 Data Use

- Develop and enforce policies on the dissemination and protection of THA data.
- Establish standards for vetting vendors that will have access to THA data.
- Develop procedures for periodic data audits.
- Establish, document, and monitor permissions for access to data in internal and external systems, and to reports/dashboards derived from those sources as appropriate.
- Provide guidance/training on data standards and best practices in data use and management.

### 3.2 Data Quality

- Develop, document, and make accessible data standards for core institutional metrics and data fields.
- Develop procedures and criteria for vetting data that will become part of the THA's administrative system and/or Data Warehouse (DW).
- Oversee the development of a data integrity program to resolve issues relating to duplication, version control, inconsistency, and/or clarity.

### 3.3 Data Flow (Architecture)

- Establish 'source of record' for core institutional metrics and data fields.
- Develop policies for the architecture of data flow between systems, prioritizing long-term analytics for THA over immediate operational exigencies.

The DGC has shared accountability in the delivery and support of these strategies. DGC members represent the entire THA. When making recommendations, they are charged with considering the entire organization and not just the individual goals of their units, departments, or divisions.

## 4. COMMITTEE OPERATION

The Committee will serve at both a strategic and operational level, with a focus on developing policy and standards to guide the implementation of responsibilities outlined above. Implementation of DGC policies will fall to appropriate staff and functions at THA. Where appropriate and to ensure continuity between policy and practice, the Committee (or a subset thereof) will liaise with those responsible for administrative systems, during both the implementation and operational phases.

DGC will develop policies or advisory statements that address specific issues related to data use, data quality and/or data flow. These policies will be posted clearly in the appropriate location(s) and will be subject to periodic review and appeal. The DGC will maintain a record of its activities and documentation for the project teams to use as a resource.

## 5. REPORT TO ITAC

The DGC recognizes the importance of data governance to the functioning of the THA and that ultimate oversight of major decisions and policies lies with the Information Technology Advisory Committee (ITAC) and Leadership Team. Consequently, the committee will provide the ITAC and Leadership Team (where appropriate) with periodic updates of committee activities, at least annually or as requested and communicated broadly to all relevant stakeholders.

## 6. MEETING FREQUENCY

The committee will initially meet bi-weekly and no less than monthly, in addition to ad hoc sessions as needed. Working groups for specific projects may be formed from the membership and others at THA as needed to focus on specific projects requiring additional meetings and support. The working groups will report information and recommendations back to this team.

The Committee agrees to keep a written record of its discussions to serve as a reference for the Committee and, as appropriate, a resource for THA.

## 7. CHANGES TO THIS CHARTER

This charter will be reviewed and approved by the Data Governance Committee. The charter may be updated based on need. Changes to the charter will be coordinated by the Committee and approved by the ITAC.

## 8. MEMBERSHIP

### 8.1 Committee appointments

All DGC members are voting members. Committee members will make every effort to attend meetings as continuity is critical to success of the effort.

### 8.2 Tenure

Membership will rotate only as required.

### 8.3 Requirements for Members

A core principle of data governance is that data belong to no one department or staff member; rather, staff and departments serve as stewards of data that belong to THA. In keeping with this principle, a central requirement for service on DGC is an active commitment to represent the broad interests of THA as a whole. Members are expected to contribute expertise and wisdom from their functional areas of practice, but to work beyond divisional interests in service of larger THA goals for the use and management of data.

In addition, members will be the key point of contact about data governance for their functional areas. This role entails sharing relevant information and updates from DGC and seeking input from colleagues and supervisors as appropriate on key policy and governance issues.

Members should plan to attend DGC meetings on a regular basis and, periodically, to take on work assignments and participate in Committee activities that extend beyond formal meeting times. It is expected that these activities will be regarded by members' work teams and supervisors as a THA priority and accommodated accordingly.

Members must:

- Have home department approval to commit time
- Demonstrate an understanding of administrative systems
- Be empowered by leadership
- Support the purpose, objectives, and strategy of the committee
- Commit to attending meetings and following through on assigned responsibilities in a timely manner
- Be willing to change current business practices and policies
- Be willing to consider other points of view and understand the needs of other units
- Have authority to commit the resources of the units they represent

#### 8.4 Committee Chairpersons

The Data Analyst and Applications Administrator shall co-chair the committee. The Director of Policy, Innovation, and Evaluation is the committee sponsor.

#### 8.5 Ex-Officio Members

The Chairperson(s) may designate ex-officio (non-voting) members as needed to fulfill the needs of the committee.





**TACOMA HOUSING AUTHORITY**

**CLIENT SUPPORT  
& EMPOWERMENT**



# TACOMA HOUSING AUTHORITY

**DATE:** January 26, 2022

**TO:** THA Board of Commissioners

**FROM:** Cacey Hanauer  
Director of Client Support & Empowerment

**RE:** Client Support & Empowerment 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

This year, we are taking the January board reports to showcase some of the high-level accomplishments of the last year in each department. Many of those accomplishments will be listed below, and they are impressive, but it is also important to highlight some of the more intangible successes. 2021 was an incredibly challenging year for so many of our residents and staff. While managing kids, a high-stress job, social unrest, a pandemic, financial stressors, divisive politics, and acute life challenges this team relentlessly showed up ready and willing to continue providing comprehensive support to some of our community's most impacted families. The entire Client Support and Empowerment (CSE) team has been steadfast, committed, professional, thorough, and have maintained a sense of humor and humanity throughout the year. This team has taught me a thing or two about both balance and grace and I am honored and humbled to have the privilege to work alongside such an amazing group of humans.

## 3. DEPARTMENT UPDATES

As noted above, this report will read differently than those before it, primarily to note many notable accomplishments from the last year.

### **3.1 Staffing**

CSE had a handful of staffing changes in the last year, but the overall team was unusually stable, particularly in these times. This year long-time THA team member, Mariya Yakimenko retired and Korinna Jordan left CSE to join the Rental Assistance team. CSE also welcomed Rob McAfee, Laurel Kennedy, Leslie Mintaraga, and Shawnda Anderson-Ide to the team. They have all been amazing additions and we count ourselves very lucky to have them on board.

The expertise on this team has also shown bright this last year. With staff leadership, prompting and support the team has led or attended trainings in suicide awareness and prevention, trauma-informed care, peace circles, social-emotional learning, and family-centered coaching.

Finally, this team has rallied to support families through some of the most difficult times. Every day, CSE has helped families navigate the following: remote learning, domestic/partner violence, trauma, grief, community violence, acute and sustained mental health crises, food insecurity, basic resource needs, employment, financial strife and asset building, and a complex web of systems. In total, CSE received more than 660 referrals from Property Management alone and provided more than 6,800 connections to resources.

### **3.2 Program Updates**

Staff have been hard at work this last year, increasing our focus on processes, data management, data quality and most importantly increasing our ability to engage and pay residents for their help developing programs that fit their needs.

In addition to the attention paid to cleaning up processes and internal functions, below is a list of some programmatic changes and/or accomplishments from the last year:

- The Two Gen program launched this year, with Byron Williams as the Program Supervisor, and Gary McCurty, Stephanie Hopkins and Rob McAfee supporting families
  - This program serves the whole household, intentionally including a multi-generational approach, ensuring that the whole family is working to set family goals and working together to achieve those goals.
  - Byron, Stephanie, Rob and Gary have worked hard to bring in partners to support families in this program. Some of the most impactful partners have been the Tacoma Farmer's Market, Club Z Tutoring, the YMCA Mentoring

Program, Soul Seeds, Sound Outreach, Consejo Counseling, Peace Community Center, the Tacoma/Pierce County Health Department, and Tacoma Public Schools.

- Several families have already graduated from this program, increasing familial communication and trust.
- Byron and team developed a logic model that is getting good attention from funders.
- Due to the success and popularity/word of mouth amongst tenants, the 2Gen program has already expanded to include younger kids and to serve additional THA properties.
- Family Self-Sufficiency (FSS) Program:
  - Leadership and the FSS team successfully submitted the FSS Action Plan to Housing and Urban Development (HUD).
  - Amy Van and the FSS team began the process to redesign the FSS program, hoping to make it a more impactful and useful program.
  - Program orientations restarted, engaging new families to participate in the program.
  - Robert Lewis and team began drafting an operation manual for the current program.
- The Children's Savings Account (CSA) program successfully transitioned to the new Guaranteed Education Tuition program. This change will help families save for college and lowering the administrative burden the CSA program had on THA and Tacoma Public Schools staff.
- 2021 marked the successful completion of the Resident Opportunities and Self-Sufficiency program.
- CSE's contract with the City of Tacoma to provide funding for our Whole Family Services program and Community Wellness program ended the year in great shape!
  - Martha Matthias, our Community Builder in the high-rise buildings, and sole staff on the Community Wellness program met 142% of the goal for

total number of individuals served and 556% of the goal for resource connections

○

The Whole Family Services team met the all contract goals, serving families across the portfolio

- Caroline Cabellon and Byron Williams worked closely with the United Way of Pierce County to successfully solicit funds from the Seimer Institute. These funds will support staff working with families who are increasing their access to earned income and income supports. Beginning in 2022, THA should receive approximately \$125,000/year for two years.

Finally, we want to highlight some of the events and partnerships that have helped us best meet the needs of those we work in service to. Below is a non-comprehensive overview of just some of the events, partnerships and activities CSE collaborated with in 2021:

- Kye Hillig worked with the Grand movie theater to put on a film camp and movie night at Salishan
- Martha Matthias arranged for vaccine clinics at every high-rise building, ensuring that as many residents as possible had easy access to COVID vaccines
- Martha also led an effort to assemble and distribute emergency kits to hundreds of THA families
- The Tacoma Farmer's Market fed families at Bergerson and Bay Terrace apartments, twice per week
- Hundreds of boxes of food were delivered weekly to seniors and folks with disabilities
- CSE, Workforce Central and the City of Tacoma participated in the National League of Cities, helping to bring healthcare apprenticeships and career pathways to job seekers
- The Economic Security for All program, led by Trish Mozo, held more than 25 events, engaged 350 attendees and signed more than 110 people up in the workforces system

- Trish Mozo also led the redesign of several THA community rooms, making them more accessible and engaging for families
- The 2Gen team worked with TPCHD to bring free PPP parenting classes to residents
- Club Z provided 2x/week tutoring for families at Bergerson and Bay Terrace
- Staff put on an incredibly successful backpack/back to school event at Dixon Village, where more than 100 attendees showed up to receive resources

2021 was a busy year, indeed. Onward we go!



**TACOMA HOUSING AUTHORITY**

**RENTAL ASSISTANCE**



# TACOMA HOUSING AUTHORITY

**DATE:** January 26, 2022

**TO:** THA Board of Commissioners

**FROM:** Aley Thompson  
Interim Director of Rental Assistance

**RE:** 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

2021 was another productive pandemic year for the Rental Assistance Department. As we continue to adjust to this new normal our service to our customers and expansion of our programs and partnerships has not slowed. Here are some highlights from the past year:

- We ended 2021 fully staffed as a department of 32. Half of the department joined as a new hire or was promoted during the pandemic. We spent a lot of time training new staff in 2021. With a few promotional opportunities and new positions slated for 2022, this work will continue.
- We operationalized the Emergency Housing Voucher program adding 135 vouchers to the department and developed new partnerships with the County and community partners to support the program.
- We used MTW flexibilities to stay up to date with as many inspections as possible. Like all PHAs, we have a backlog that we continue to tackle due to the pandemic. In 2021, we conducted more than 4,700 inspections including facilitating owner self-certifications of over 700 units to keep us in compliance.
- We planned for 75 Foster Youth to Independence vouchers that will come online in early 2022. The planning stages required close collaboration with our partners at DCYF, Pierce County Alliance and Comprehensive Life Resources.
- We moved to a shared caseload model with a centralized customer care team to improve our response times and to help balance work among staff.



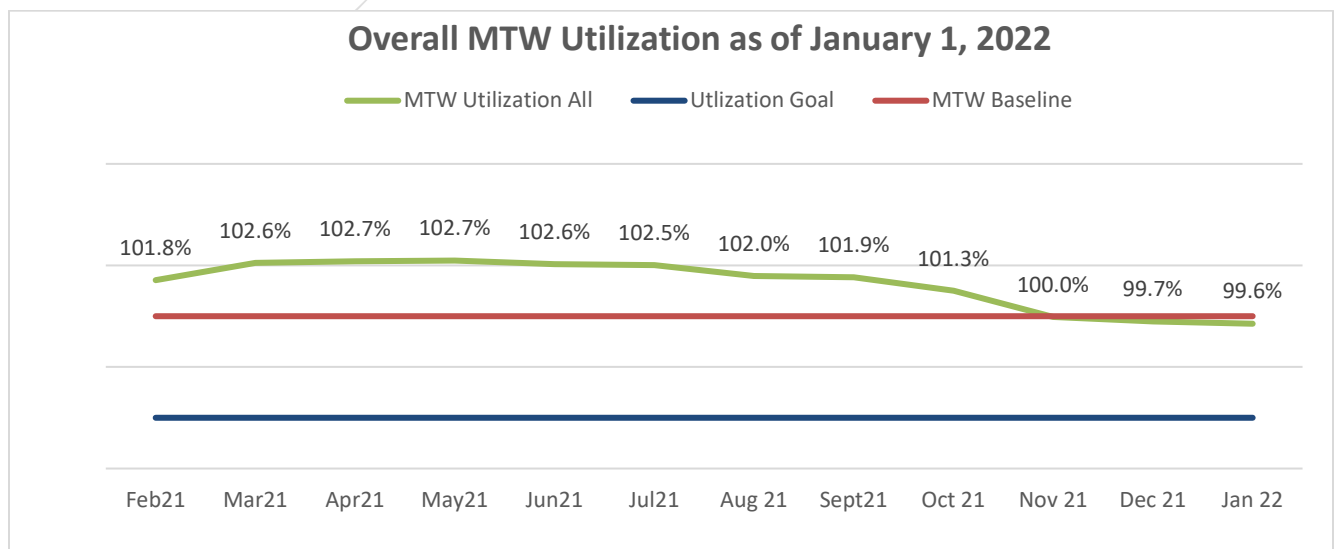
- We conducted trainings and outreach to educate landlords about changes to local and state laws and to connect them to resources to help with rent delinquencies. You can view many of our trainings on our YouTube channel here: <https://www.youtube.com/channel/UCL7fj3YVa8C-GDSBz3ZAWmw>
- We partnered with the Hodusing Connector to help our voucher holders secure units and to strengthen landlord relationships with benefits like security deposit assistance and damage mitigation funding.
- We opened our waitlist to large families and saw great success in our outreach to BIPOC communities
- We continue to strengthen our partnership with Pierce County Housing Authority, collaborating on EHV's and jurisdiction.
- Thanks to the hard work of our team, the 2021 State Audit came back clean

The accomplishments above represent only a fraction of the work the Rental Assistance undertook to provide excellent customer service to our clients, landlords and community partners. I am grateful to each member of the team for all that they contribute. 2021 was another year of adapting to persistent change and this team stepped up to challenge.

### 3. RENTAL ASSISTANCE DEPARTMENT REPORTS

#### 3.1 Overall Utilization

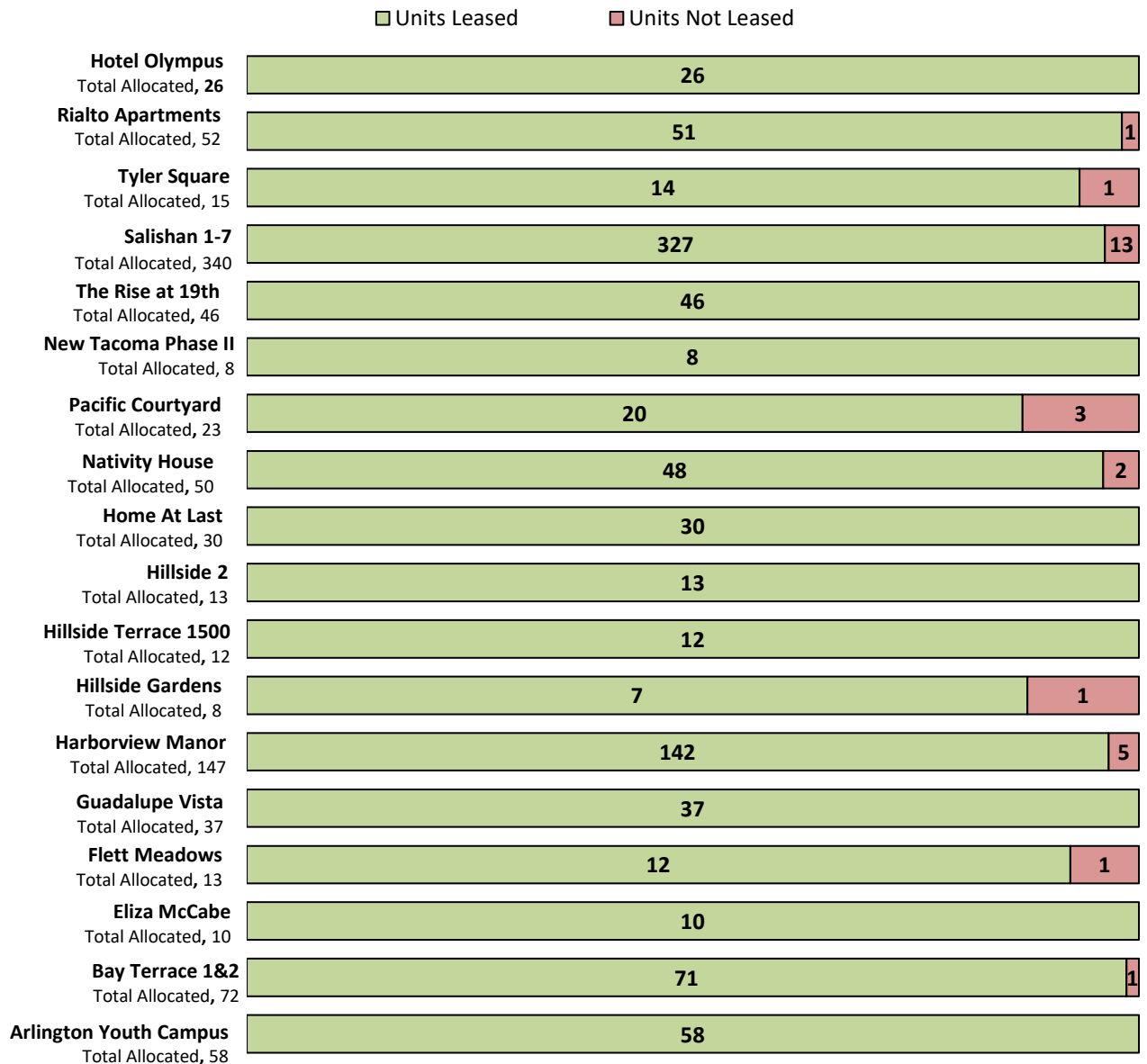
The overall Housing Choice Voucher utilization is reported at 99.63% as of January 1, 2022. THA receives a report on utilization quarterly for Rapid Rehousing (RRH) and Property Based Subsidies (PBS). Therefore, averages are used to forecast utilization to the current date for these specific programs. As new information is reported for both RRH and PBS, this utilization report is updated accordingly.



### 3.2 Project Based Vouchers (PBVs)

Project Based utilization struggled to achieve 100% utilization due to supply chain issues and a lack of readily available materials to turn units and lack of referrals from Coordinated Entry to the project based partner. Late last year THA was informed by the County that a new provider was awarded the Coordinated Entry contract. We are hopeful that this will result in more timely referrals and increase utilization. Currently, THA has 97% utilization for our Project Based program.

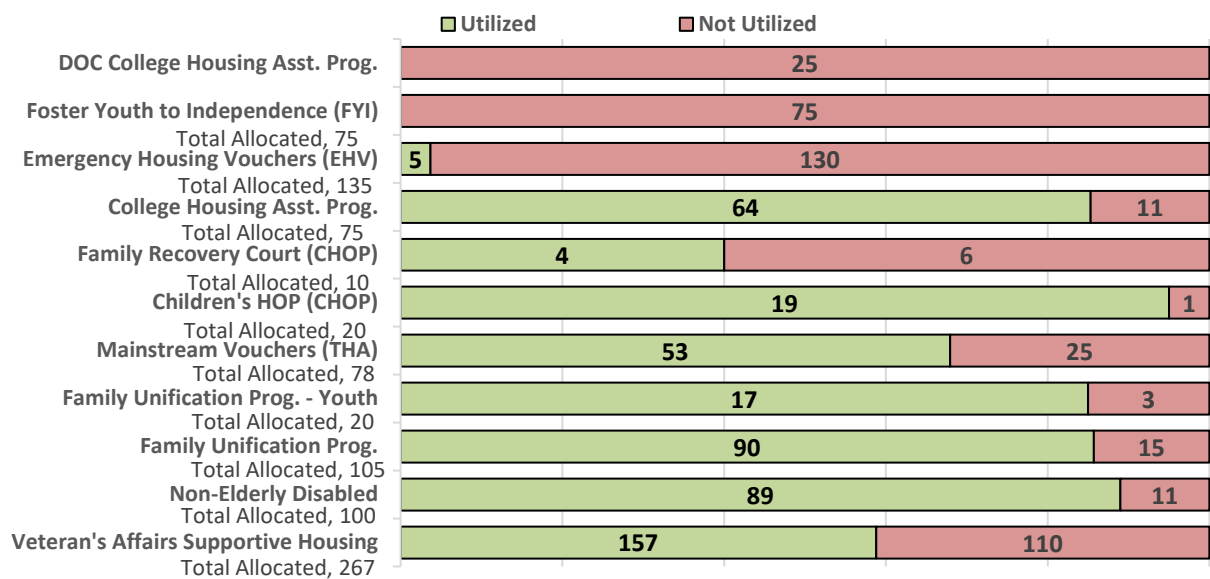
#### Project Based Voucher Utilization as of January 2022



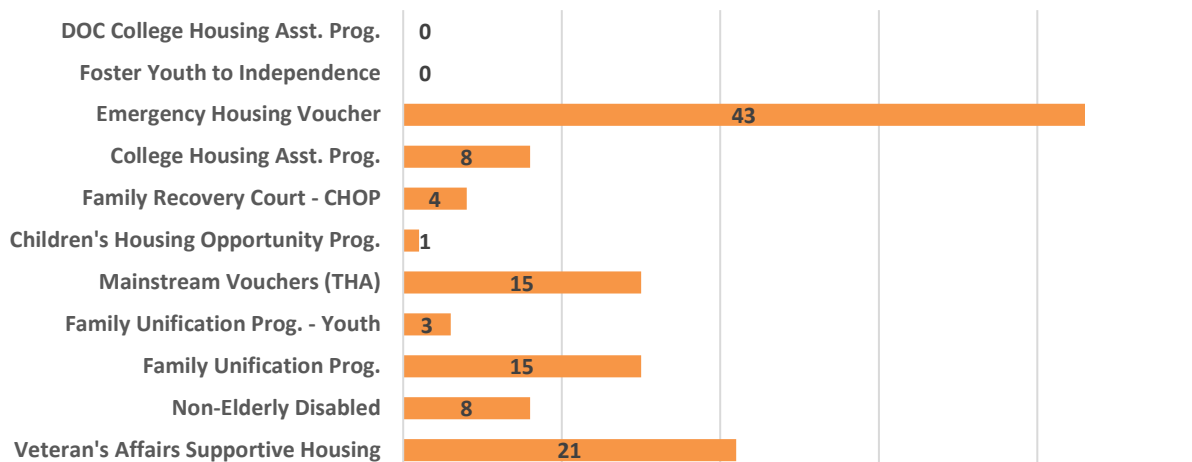
### 3.3 Special Programs & Property Based Subsidies

Below is a breakdown of the utilization of THA's special programs. The charts below include shoppers for each program. THA was awarded 75 Foster Youth to Independence (FYI) vouchers and staff are preparing to begin accepting referrals mid-February for a March 1 effective date. Staff continue to request referrals for our Mainstream & VASH programs. We are hopeful that connecting those households with our Housing Connector partner will have a positive impact on utilization. Last but not least, our EHV Program is off to a great start. Staff have processed 55 EHV referrals in 3 ½ months with 5 of those households currently leased up. We anticipate 9 additional households will be leased up by mid-January. In total, THA's Special Programs Team processed over 300 referrals in 2021. This is in addition to their other duties. This was achieved through teamwork, communication, coordination and supportive partners collaborating and working together.

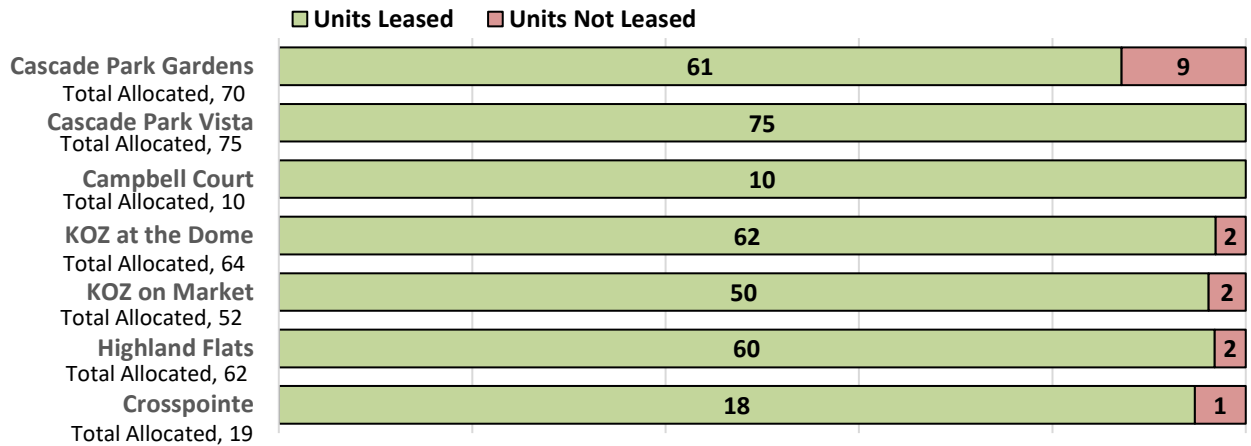
### Special Program Utilization as of January 2022



### Special Program Shoppers as of January 2022



### Property Based Subsidy Utilization as of Q3 Report: October 2021



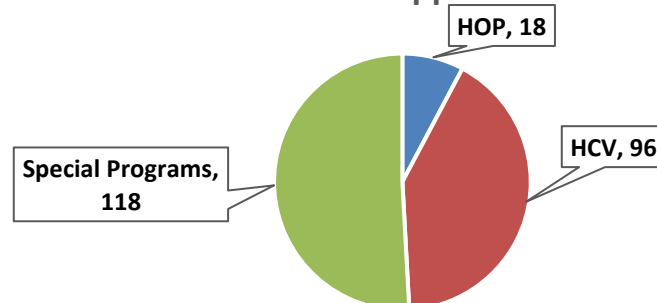
THA has partnerships with four Property Based Subsidy owners representing more than 350 units across seven properties. The contracts require the properties to maintain a 95% occupancy rate each quarter. Cascade Park Gardens is out of compliance, but we are working on a plan to adjust their unit counts across properties to ensure compliance. We are aware that Covid has had significant impacts on the operations of the Cascade properties.

### 3.4 Shoppers Report

The chart provided below shows a breakdown of the number of current shoppers by program. A shopper is a client who has a voucher and is looking for a unit. The shoppers in the chart below include clients new to the program and clients moving from one unit to another.

As of January 2022, there are 232 total clients shopping (new shoppers & movers). Over the past year, 87 new admission shoppers secured housing. Of those new admission shoppers, 32% found a unit in under 50 days and the majority found a unit in under 90 days (60%).

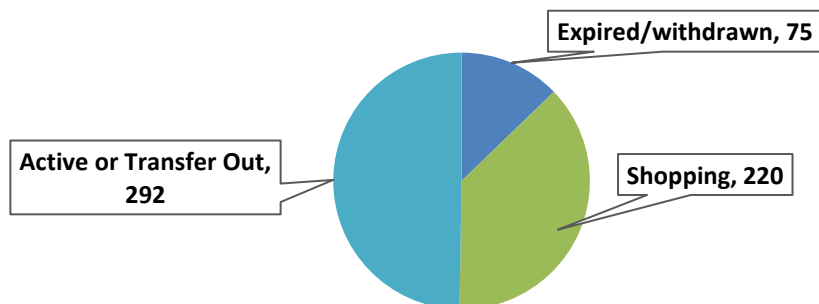
### Current Number of Shoppers as of January 2022



Over the past year (January 1, 2021 – December 31, 2021), 587 tenant-based vouchers were issued including 213 issued to new participants.

- 50% of all households issued a voucher in the past year found housing.
- 41% of new to program households secured housing.

### Voucher Status for All Vouchers Issued In the Past Year: 587



#### 3.5 Leasing & Waitlist Management

See Director's Comments regarding the recent limited waitlist opening and the incredible work our leasing team did. Currently, there are about 1,550 households on THA's Consolidated Waitlist. THA is not currently offering HOP vouchers to households on the waitlist (see our utilization numbers in section 3.1). Leasing continues to pull households to fill vacancies within THA's portfolio. We anticipate continuing to serve new households through special programs (particularly EHV and FYI) over the next several months.

#### 3.6 Inspections

See Director's Comments about the work our inspection team has been doing to maintain current inspections and catch up on delinquent inspections due to the pandemic.

#### 3.7 Landlord Engagement

We published an RFP in November 2021 seeking partners to project base VASH vouchers and to scale our Property Based Subsidy program. To date, we've received limited interest in those opportunities, but we are continuing to engage with owners and companies developing new units.

In November and December, our Landlord Engagement specialist had one on one meetings with our larger landlord partners like Goodman real estate and Koz, identifying areas where THA can improve and keeping us top of mind as they develop and/or acquire new units.



**TACOMA HOUSING AUTHORITY**

**PROPERTY MANAGEMENT**



# TACOMA HOUSING AUTHORITY

**Date:** January 26, 2021

**To:** THA Board of Commissioners

**From:** Marquis Jenkins  
Interim Director of Property Management

**Re:** Property Management Monthly Board Report

## 1. STRATEGIC OBJECTIVE

Tacoma Housing Authority (THA) will manage its properties, so they are safe, efficient to operate, good neighbors, attractive assets to their neighborhoods and places where people are happy to live.

## 2. DIRECTOR'S COMMENTS

The Property Management (PM) team has worked hard the entire 2021 year. Their work, dedication, passion, has allowed the team to make it through another challenging year while still providing the properties and tenants with care and support. We enter 2022 with strong goals, a fresh outlook and continued passion for the work we do. I am humbled daily by the amazing humans in this department.

Over the last month we have welcomed new members to our team, and we are incredibly lucky for such great additions. We also said farewell and best wishes to one staff member. One of our valued THA Property Specialists, Ms. Kandice Bonds, an important member of THA since 2007 has retired. Working both in Rental Assistance at 902 and in Property Management, most recently at Salishan. She is best known for her laughter, fun spirit, and delicious food. We want to wish Kandice an amazing retirement, she will be greatly missed!

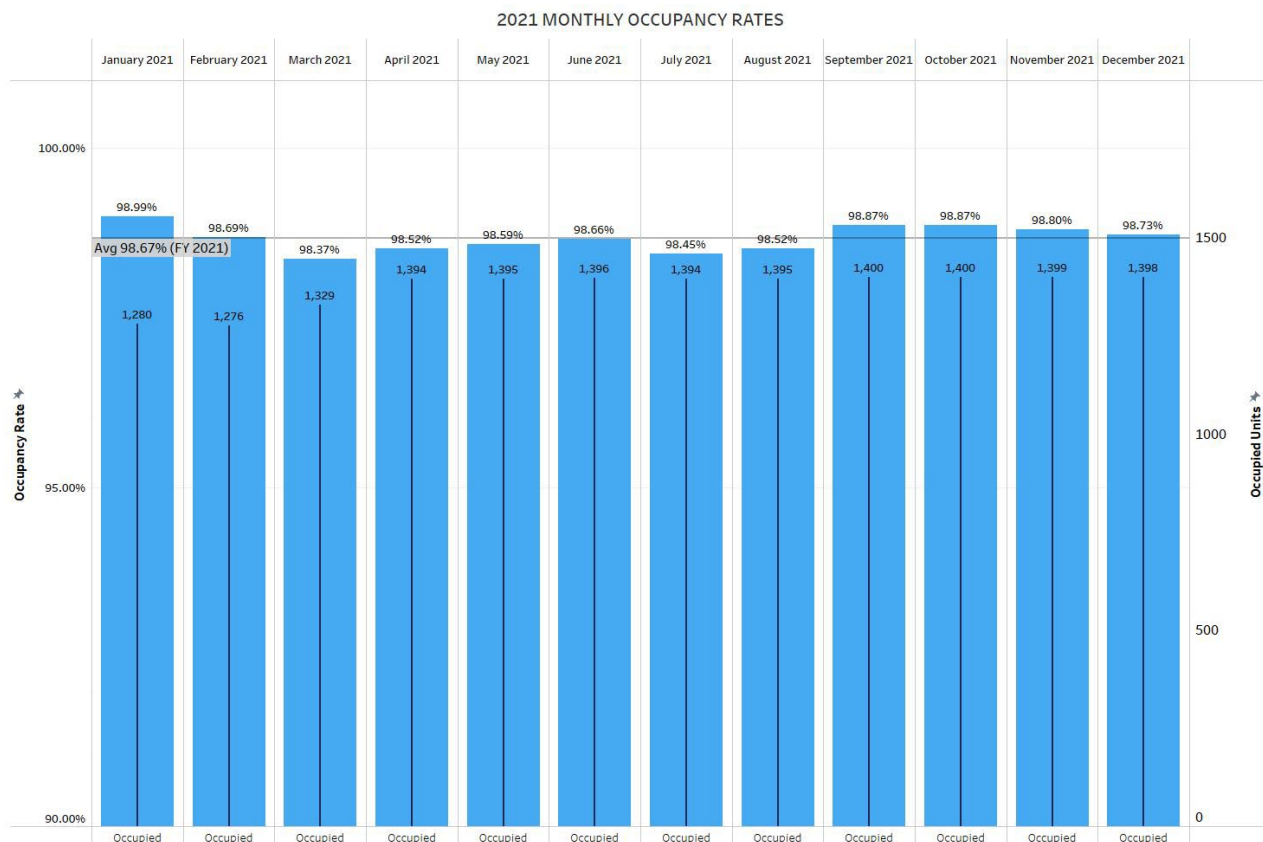
We would also like to welcome three new members to the Property Management Team. Amy Burns started in December and joins our Salishan team as an Office Assistant at the FIC. Wilson Afoa is our newest Property Specialist; he joined the Salishan team in December. And Adam Larson started in December and joins our Maintenance Team as a technician, working at our Bay Terrace, Hillside and The Rise properties. In such a brief time they have all shown how amazing they are to the team.

The report below provides a summary of 2021 key measures. Occupancy has remained above 98% for the year. You'll see overall rent collection and steps forward to address rent repayments. Tenants move out reasons, certifications and work order completions are also highlighted. As well as overall key-to-key data and improvements for future reporting. As 2021 comes to a close, we look forward to several projects, plans, and strategies we hope will come to fruition which is exciting and motivating for the team. The future is bright.

### 3. 2021 KEY MEASURES OVERVIEW

#### 3.1 Occupancy 2021 Overview

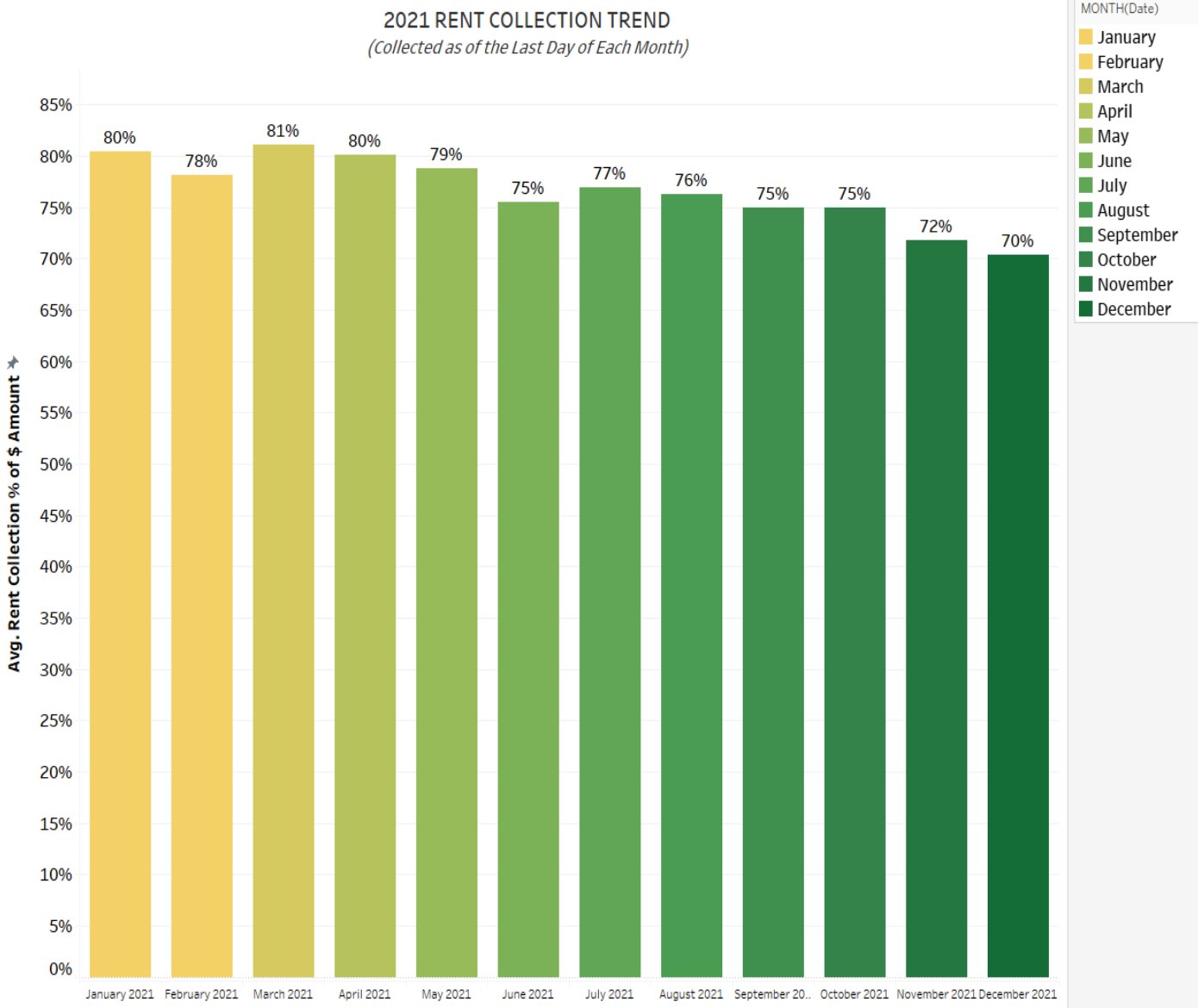
The portfolio has maintained a consistent average occupancy rate of 98.67% (or 99%) over the last 12 months. Unit Occupancy is reported as of the first day of the month. THA has a total of 23 properties in its portfolio, with a total of 1,416 units to provide safe, affordable housing to many Tacoma residents that would otherwise be unable to afford the areas increasing prices. These numbers reflect the dedication by the PM staff to their work and to our mission to house our clients, even under extreme circumstances.



#### 3.2 Tenant Rent Payments

The following chart shows 2021 rent collection. The Rent Collection chart provides the average percent of rent collected through the last day of each reporting month by year and property group. If a unit is vacated and occupied by a new tenant within the same month, the chart will capture both the inactive (vacated tenant) and active ledger (new tenant) payments.





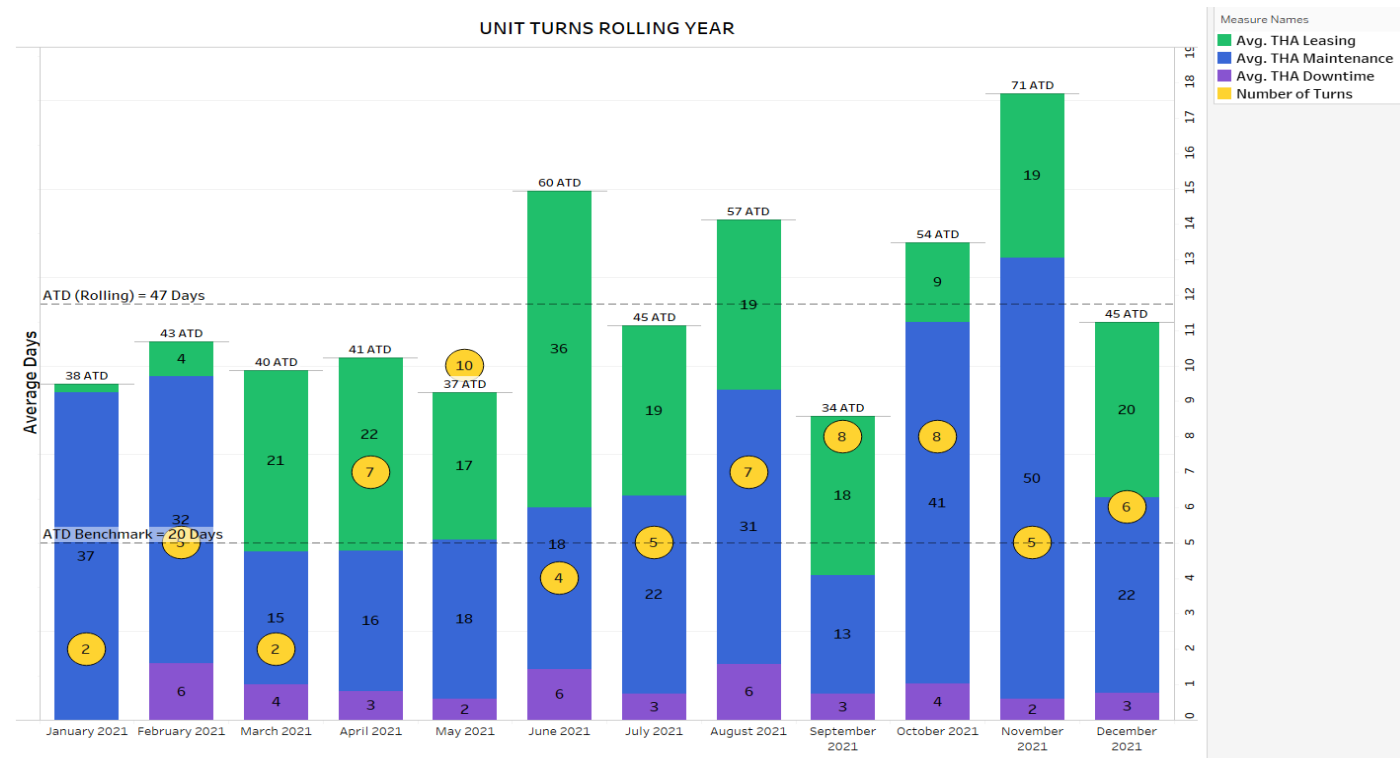
Throughout COVID and the eviction moratorium THA has not served notices for nonpayment of rent. Staff have worked hard to connect tenants with resources to help them get their debts paid. In 2021 the portfolio has received over \$330,000 in late rent payments from the county and other resources. We anticipate receiving additional funds because, we have tenants waiting for assistance and we continue to connect tenants with rental resources. Currently the county's late rent program is 5 months behind in processing applications and they are not accepting new applications until February. In addition, THA will be hiring for an Eviction Prevention Specialist to assist these households with engagement around rent and applying for rental monies. THA will remind tenants of their arrears but, will not serve notices related to late rent until at least after April 1, 2022. We do this to give tenants additional opportunities to receive help paying off their debts. Cheryl Kehoe and Christine Nguyen conducted a robust analysis of late rents within the portfolio, below are a few key findings.

Primary Highlights from Data Analysis:

- Racial disproportionality for tenants with late rent, and BIPOC households are impacted the most
  - Overall, Black/African American, American Indian/Alaskan-headed households, Native Hawaiian/Pacific Islander-headed households and heads of household with 2 or more races have disproportionately higher rates of late rent vs. when compared to their overall population in THA's portfolio of units<sup>[1]</sup>. For example: Black or African American-headed households comprise of 43.2% of household who owe late rent, whereas they comprise of 29.6% households in THA's portfolio.
- Majority of households owe late rent on a short-term basis (for 4 months or less).
  - The majority households across all THA properties (55.2%, or 175 out of 317 households who owe late rent) have late rent payments accruing for 4 months or less. This accounts for approximately 18% of the outstanding rent balance (\$94,612 out of a total outstanding balance of \$535,547).
  - For households that owe rent beyond 4 months, the racial group that runs the highest risk without receiving rent help or being on an affordable repayment plan are Black or African American tenants.
- Approximately 25% of the Female-headed households in THA's portfolio have late rent payments (i.e., one in four female-headed households owe late rent). For Male-headed households, that figure is about 15%.

### 3.3 Vacant Unit Turn Status

As of month ending December 31st, 2021



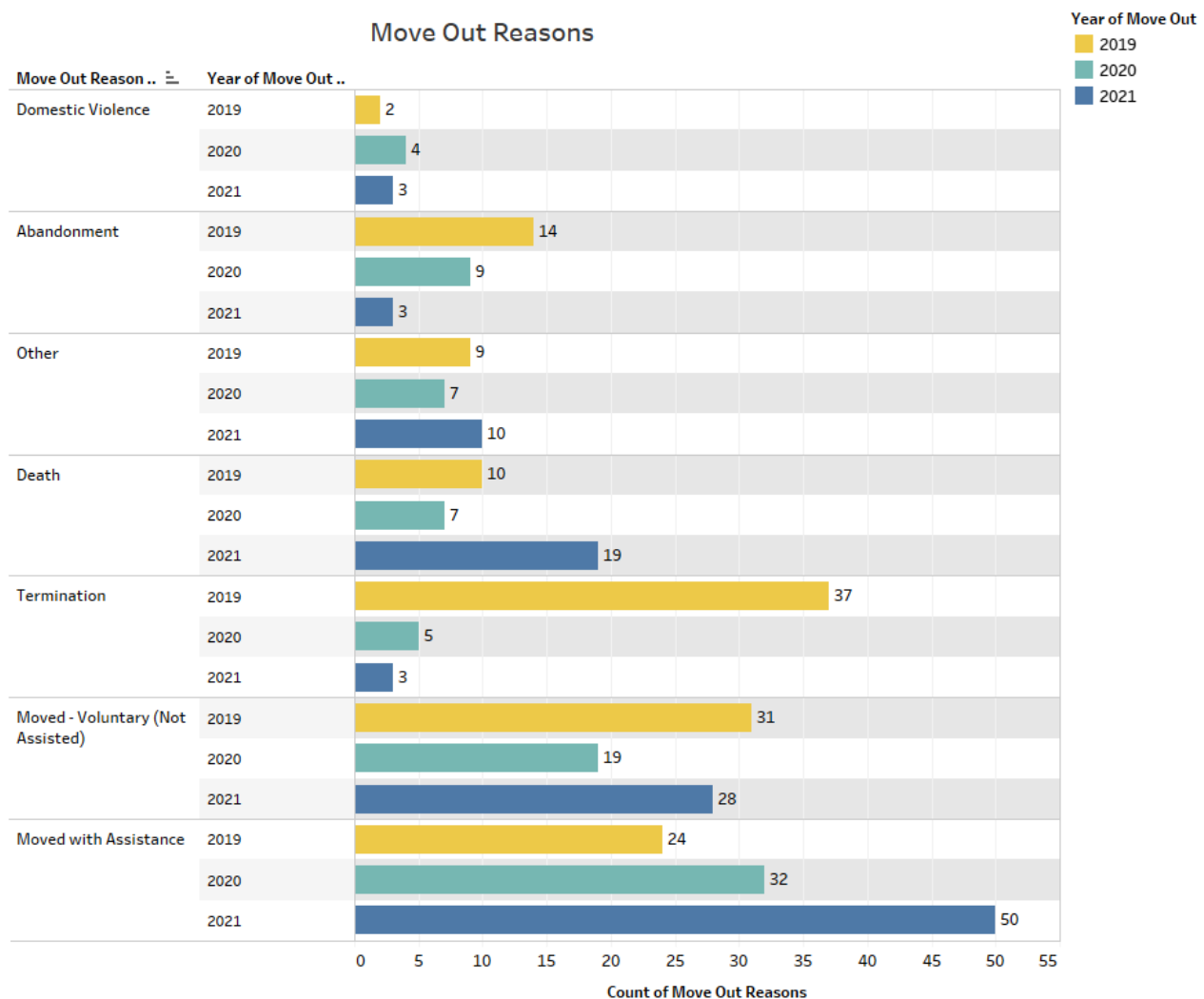
This data reflects the collective forces of the Turn and Leasing teams efforts to maintain a monthly benchmark of 20 days or less. The turn average for the maintenance portion of unit turn process for December was 22 days. Leasing showed a slight decrease this month with a 20-day average. Notwithstanding the challenges of closed offices, teleworking and social distancing, the teams worked hard to quickly house families as soon as possible. Property Management accomplished a rolling average turn day (ATD) of 45 days. Starting next report, we will be changing the way we present the Key-to-Key data, showcasing usual turns, extraordinary and a unit turn overall average. We look forward to discussing this further in future reporting. In addition, we are also exploring several ideas to help reduce the overall key-to-key days.

### 3.4 Work Orders



This chart summarizes the 2021 work orders by work order type. We see a significant decrease in work orders from September through the end of the year. In the months of November and December, 100% of the emergency work orders were completed within 24 hours and all urgent work orders completed within 72 hours. We are still holding on routine workorders however, some of these are addressed as items upgrade to urgent status. With the mandate in place, we are working on a plan for addressing routine work orders and unit inspections. The goal is to move forward with both before the second quarter of 2022. A plan for how we will tackle both is still being developed.

### 3.5 Move Out Reasons

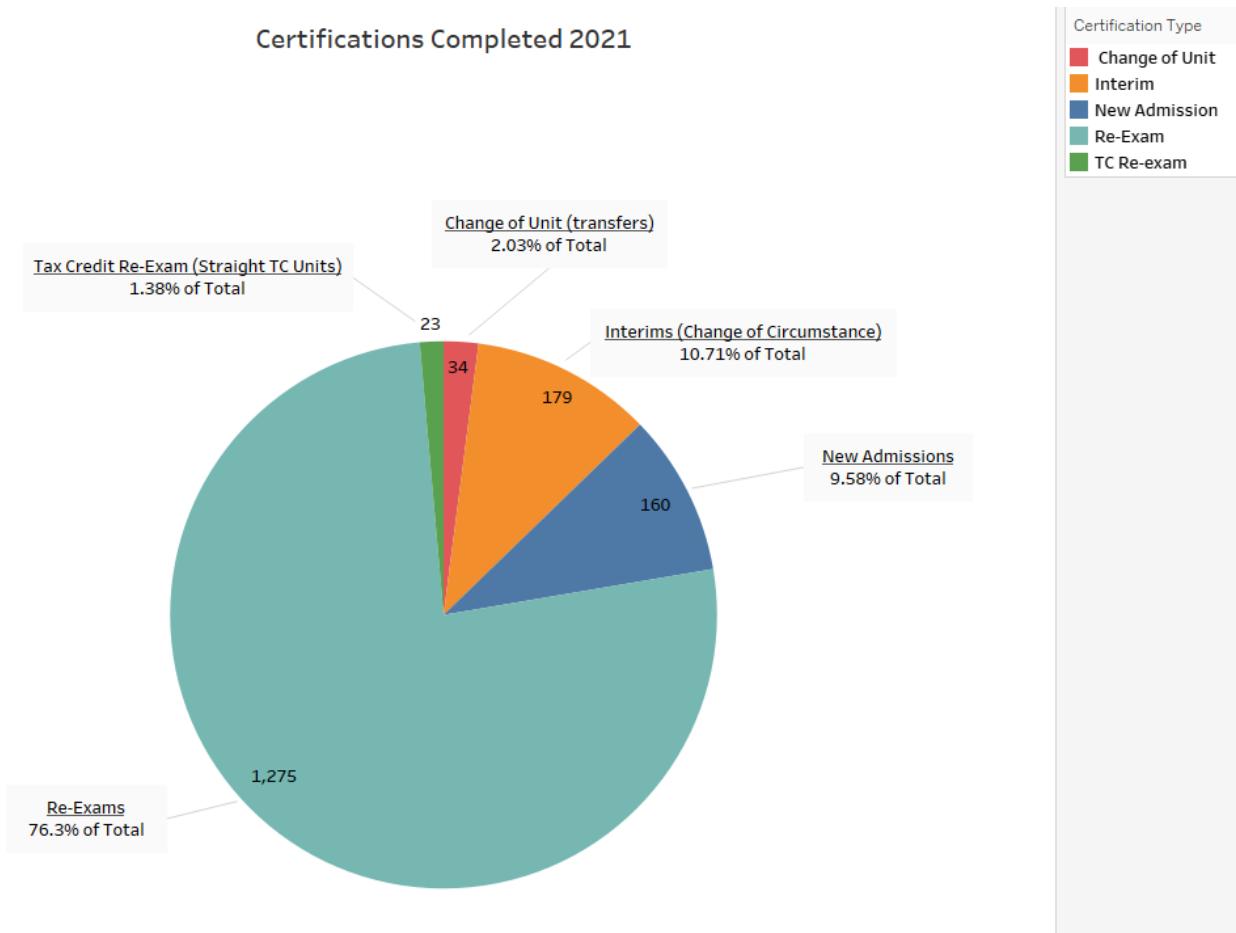


This chart with Move out reasons summarizes the tenant move outs for 2021 in comparison to the two years prior. In 2021 we saw 116 move outs which is an increase from 83 in 2020. The highest amount of move outs was those that moved with assistance and those that moved without assistance.

We also saw an increase in tenant deaths for 2021.

A portion of those that moved with assistance are families we transferred to right size or as part of a Reasonable Accommodation, to the Rise lease up.

### 3.6 Certification Completion



The chart above shows the total amount of certifications completed in 2021. Of the 160 new admissions, the lease up of the Rise 64 units is captured in this amount. Most notable is 1,275 completed recertifications, majority of which were completed primarily through virtual means. Finding the right balance to complete paperwork, getting the tenants needs met, while remaining safe has been a delicate balance. The hard work and dedication of the Property Specialists accounts for the above results.



**TACOMA HOUSING AUTHORITY**

**REAL ESTATE DEVELOPMENT**



# TACOMA HOUSING AUTHORITY

**DATE:** January 26, 2022

**TO:** THA Board of Commissioners

**FROM:** Roberta Schur  
Interim Director of Real Estate Development

**RE:** Department Monthly Board Report

## 1. STRATEGIC OBJECTIVE

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

## 2. 2021 HIGHLIGHTS

2021 was a year of transition for Real Estate Development (RED). In addition to continuing to navigate development activities remotely due to the pandemic, we experienced two retirements, Kathy McCormick, RED Director and Steve Clair, RED's longest serving project manager. In addition, two other staff members left the department during the summer, leaving us down four staff people to finish 2021! Nonetheless, RED continued to have a productive year:

- Completion of mural at James Center North/Aviva Crossing
- Addition of outdoor eating area at James Center North/Aviva Crossing to support the restaurants and activate the space
- Issued an RFP for design build services for James Center North/Aviva Crossing
- Selected two developers for Phase 1 of the Aviva Crossing redevelopment
- Rebranding of James Center North to Aviva Crossing
- Conducted a feasibility study with Bridge Meadows to develop a site plan for the Hillsdale Heights parcel at 60<sup>th</sup> & McKinley.
- Completed construction of The Rise
- Oversaw the renovation of the 902 Administration building



- Acquired Saravida
- Secured \$22.5MM from the Amazon Housing Equity Fund for the Hilltop development
- Selected 2 artists to work on the exterior facades of the Hilltop buildings alongside the architects
- Hilltop Lofts, a 57-unit permanent supportive housing development, commenced construction
- Continued to work with Shiloh Baptist Church to secure funding for their redevelopment
- Conducting vision exercises and facilitated conversation with the leadership at Greater Christ Temple to help them develop a plan for their vacant land.
- Negotiated a settlement with Catharine Tamaro which resulted in \$12MM for THA to use on new real estate development projects.
- Continued working with the Hilltop eco district to support the local businesses and residents
- Co-sponsored three Hilltop Business Crawls to support local businesses and bring resources to the residents
- Completed the commercial market study for the MLK corridor
- Formed the Rapid Acquisition Team, a cross departmental group, to evaluate and make recommendations on potential acquisition opportunities
- Coordinated with the City to provide space for a Tiny Home Village with 50 houses

### **3. ACTIVE PROJECTS**

#### **3.1. James Center North/Aviva Crossing**

##### **3.1.1. Background**

THA purchased James Center North (JCN) in October 2017 because it offers a unique opportunity to acquire a property that is attractive to public and private developers and produce income until the property is redeveloped.

### **3.1.2. Capital Improvements**

Minor capital repairs have been done on an as needed basis to keep the property functioning.

### **3.1.3. Leasing**

CB Danforth continues to market the available commercial spaces, but COVID has affected leasing prospects. CB Danforth is surveying current tenants at the property to determine if they will have challenges paying rent, plan to seek a loan or funding through various sources and if not, why not. An LOI was received from a medical practice for one space. Lease expected to begin February 1.

### **3.1.4. Predevelopment**

The James Center Master Plan was completed in March 2019. Staff continue to engage with the West End Neighborhood Council to keep them updated on activation efforts and the re-branding effort. A meeting was scheduled to update the advisory group in September. Both groups are in support of the new name and the branding themes.

We listed the Phase IA and Phase IB parcels for sale in August. THA selected the offers from Koz and Mercy Housing. Staff is negotiating purchase and sale agreements with both organizations.

JCN has adequate revenue to continue paying the quarterly payments on the acquisition loan. THA funds were used to pay the first loan installment due in October 2021. THA will be reimbursed from land sale proceeds.

Staff is preparing to develop up to 150 units of affordable housing that THA will own. Currently, we are planning on financing that would include 9% LIHTC and a 4% bond/tax credit transaction (also described as a 4%/9% combo). This combination of equity sources will allow the site to be developed all at once and offer a mix of deeply affordable units as well as rents that are affordable to households earning 60% of the AMI. We will begin applying for funding in 2022. A Design Build RFP has been issued to procure a design build team including but not limited to a general contractor and architect. RFP responses are due in January and staff expects to bring a recommendation to the Board at the February BOC meeting.

### **3.1.5. Operating Performance**

Property cash flow is steady and work orders are minimal.

### **3.1.6. Branding**

Staff worked with the Brand Studio team at Ankrom Moisan to re-brand James Center North. Aviva Crossing has been selected as the new name and logos are being refined to accompany it. The West End Neighborhood Council and Community Advisory Group have been included in the discussion.

### **3.2. New Look (aka Alberta J. Canada)**

Staff has begun the process of decoupling the parking lot from the Alberta J. Canada (AJC) partnership. This action is to provide land for the Housing Hilltop project that has been planned. AJC has approximately 15 residents that require parking and they will be allocated spaces at a nearby location. THA has negotiated replacement parking space at the former Rite Aid site with Forterra for the AJC residents to use during construction of the Hilltop project.

### **3.3. Arlington Drive Youth Campus**

#### **3.3.1. Crisis Residential Center**

The Crisis Residential Center is complete and functioning as expected given COVID limitations.

#### **3.3.2. Arlington Apartments**

Options for using the construction cost savings are being evaluated to ensure that these will not create any issues with the limited partner at exit. Conversations with BFIM have begun and focused on using the savings to fund changing the current security system (Kaba Locks) and to fund a services endowment with any remaining funds. We are in the process of finalizing the cost certification work working to convert to the permanent loan.

### **3.4. Hillsdale Heights**

In May 2020 THA leased a portion of its property at 60<sup>th</sup> and McKinley to the City for them to establish a Tiny House Village for homeless persons. The lease expired on December 30, 2021, and the City has moved the tiny houses to a new location in South Tacoma. The city has restored the 60<sup>th</sup> and McKinley site to its original condition.

#### **3.4.1. Intergenerational Community**

Staff originally partnered with Bridge Meadows of Portland, OR to conduct a Feasibility Study to evaluate the development of two independent housing developments at the Hillsdale Heights property. The study began focusing on THA developing on approximately half of the 7-acre parcel to produce 60-70 family oriented affordable housing units. It also focused on the sale of the remaining half of the parcel to Bridge Meadows for their proposed development of an Intergenerational Community serving families with foster children and seniors.

After the study team conducted a half dozen design charrettes it became apparent that most of the property would be needed for the Bridge Meadows program. The land ownership ratio would be Bridge Meadows, 72% of land area, and THA 23% of land area. This division would place all THA families programmed into a single mid-rise building which would be undesirable. In addition, most of the shared

amenities would be placed on the Bridge Meadows side of the property and they would acquire the shared amenity cost burden. This would create challenges for shared cost and timing since Bridge Meadows development is scheduled for development first.

Staff consulted the THA Staff Development Subcommittee and discussed the option of changing the Study direction to a co-general partnership. After a meeting between THA and Bridge Meadows leadership, Bridge Meadows is exploring the feasibility of developing the site on their own. A decision is expected by the end of Q1 2022.

#### **4. DEVELOPMENT PIPELINE PROJECTS**

##### **4.1. Hilltop Master Development Plan**

THA conducted its community engagement for the Hilltop in 2019. This resulted in the Hilltop Community Framework Plan. The Plan have been the guiding principle as we finalize the site layout and programming for the buildings. concept and building design. The current design calls for 233 units of housing, approximately 116 parking spaces and 6700 sq. ft of commercial space.

Staff had been negotiating an MOU with Tacoma Urban Performing Arts Center (TUPAC) for 10,000 sq. ft in the Housing Hilltop development and had been coordinating design with TUPAC's architect. This month the decision was made to prioritize housing over commercial space. This resulted in insufficient space for TUPAC to run their program. This has generated some negative feelings that staff and leadership are negotiating. The redesign will cause a delay in construction. An updated project schedule should be available shortly.

##### **4.1.1. Housing Hilltop**

- The Design Build contract with Walsh was signed in early October. Walsh has selected SMR Architects to the design partner.
- This project will have 1-, 2- and 3-bedroom apartments.
- This will be a 4% bond transaction; all units are projected to be at 60% of AMI. We expect to submit an application to the WA State Housing Finance Commission in June/July 2022.
- There will be two large buildings on either side of S 11<sup>th</sup>, with parking below. Both buildings will have resident amenities and commercial space. There will be approximately 116 parking spaces. Staff is working toward an end of Q3 2022 financial closing.
- Staff, Walsh & SMR had a design charette with internal staff at the end of September and had a pre-application meeting with City staff in October.

- An interdepartmental team has been formed to review design and program details.

We plan to request tax exempt bonds through the Public Housing Authority's bond pool in June/July 2022. An allocation of these bonds provides an automatic 4% LIHTC allocation. This timing is critical as an allocation of bonds from this pool is very competitive. We have also secured funding from Amazon's Housing Equity Fund to help finance the project.

#### **4.1.2. Hilltop Lofts**

The project closed on the financing for the project on July 21. The former site has been abated and the building has been demolished. Construction is at 19% complete. Construction completion is expected in August 2022.

#### **4.1.3. Commercial Tenants**

Sam & Terry's and Mr. Mac were relocated to 1310-1312 MLK in April 2021.

#### **4.1.4. Artists**

THA, in collaboration with the other developers along the MLK corridor will be working with local artists to help design the exterior facades and public art at the buildings. THA selected two local artists, Jeremy Gregory and Lordes Jackson, to work with SMR on the exterior facades of the Hilltop buildings.

### **4.2. City of Tacoma 311 and Community Mobilization**

This year has been marked by strong community partnerships and unique community engagement activities. In December, THA staff worked with community partners Hilltop Action Coalition and Hilltop Business Association to co-host the Hilltop Holiday Crawl on December 18<sup>th</sup>. This was an in-person and virtual event with opportunities for community members to shop online at the virtual marketplace. This is part of an ongoing event series to support Hilltop businesses during construction and COVID closures. These events attract shoppers to the area and are greatly appreciated by businesses and the community at large.

THA staff also participated in one of the Hilltop Action Coalition virtual weekly updates in December to share progress on the Housing Hilltop Project. Joined by architects working on the project, we shared design concepts and introduced the artist that will be co-designing the buildings. The community had a very positive reaction and the update created excitement around the community aspects of the project.

### **4.3. Hilltop Eco District**

Staff worked with the Eco District's staff through the latter half of 2020 to do a set of workshops for community leaders on forming an Eco District. We held those workshops in

October (virtually) and for those sessions, nine people have volunteered to be on the Leadership Team for the Eco District. They initially committed to meeting monthly for the first half of 2021 to set the foundation, establish governance and identify the priority issues for the organization. All members have re-committed to this effort for the next six months. THA is working closely with Hilltop Action Coalition (HAC) on this effort. The Leadership Team currently has 14 participants. The purpose statement has been crafted, a name selected, and we are now identifying action items for the next 6-12 months. The group is focusing on Governance, Business Support and Wealth Generation.

#### **4.4. Shiloh Baptist Church**

RED staff have been meeting with Pastor Christopher since early 2019 to discuss the possibility of helping Shiloh redevelop their non-church land. They have 5 single family homes. Two of the homes have been subdivided to assist 12 individuals with housing. Predevelopment funding from Impact Capital and One Pierce to support the work. To date, funding has been secured from the City of Tacoma, Pierce County, 9% tax credits from the WA State Housing Finance Commission and a legislative earmark. The only funding needed is \$2MM from the Housing Trust Fund. We will work closely with the Trust Fund to secure these funds; the project is currently on the waiting list. In total they plan to develop 60 units of new housing in two buildings, one on S I and one on S. 13<sup>th</sup> Street.

#### **4.5. Gault School Site**

On January 7, 2020, THA entered into a Letter of Interest with Tacoma Public Schools for the acquisition of the Gault School site. In September 2020, THA made the decision to discontinue its pursuit of the Gault Middle School because of the inability to secure funding for stage one work amid the current pandemic-impacted economy. Discussions are continuing with Tacoma Public Schools (TPS) and others about options for Gault. These include a role THA may play if the school is demolished.

#### **4.6. Renew Tacoma Housing LLLP**

The entire \$3,452,000 has been released to THA. Citibank has released the \$548,000 in escrow and THA is in receipt of the final funds as of December 20, 2021.

#### **4.7. Greater Christ Temple Church**

RED staff is working with the leadership at Greater Christ Temple Church (1926 S G Street) to assist them with a feasibility assessment and values clarification for property they own west of the church. This will include identifying target population(s), ownership options and identifying partners to help them develop the site.

## **5. Tenant Improvement**

### **902 First Floor TI**

Construction at the 902 1<sup>st</sup> Floor Administration Building is 99% complete. Furniture installation is 99% complete. Final touch ups and punch will take place in January 2022. Occupancy of the space is expected in early 2022 upon approval of the Emergency Operations Committee.

## **6. 1500 Hillside**

Staff submitted funding applications to the City and County in last year's funding rounds. The project was put on waiting lists for both entities. In late December, we learned that the project was being taken off of the waiting lists. Funding from the City (HOME ARPA) required 70% of the units to be set aside for homeless households. This was different than the population we had proposed and would require significantly more service funding than we had budgeted for in the pro forma. After consultation with staff and the board development subcommittee, THA has decided to decline the funding from the City of Tacoma.

## **7. Acquisitions**

The multifamily property in North Tacoma has been evaluated and we are ready to move forward with acquiring this property. This is a 35-unit property with 28 one-bedroom units and 7 two-bedroom units.

PRIMARY PROJECTS						
	Priority	Description	# Affordable Units	Program/Concept	Updates	Timeframe -Funding Notes
<u>James Center North 1612-1620 S Mildred</u>	1/1.5	Master Plan and redevelopment of retail strip. Anticipated 600 units, with at least 150 THA developed affordable rentals. Public/private partnership as land will be sold to development partners who agree to providing housing under the design guidelines.	150	<p>Using a Design Build contracting approach to reduce costs for the affordable units. Under this approach, all architects, consultants, and others are overseen by the general contractor. THA would have final approval on all design, materials, etc.</p> <p>Evaluating for a combination 4% to 9% LIHTC. <b>This project will need PBV's or Faircloth.</b></p> <p>Four of the parcels will be sold to third party developers who agree to develop within parameters of design guidelines and request a set aside of at least 20% of units as affordable to HH's at 80% of the AMI or lower. Proceeds to retire REDI and LAP loans.</p>	<ul style="list-style-type: none"> <li>9/2021: Mural completed on the north side of Sushido;</li> <li>Outdoor seating area completed</li> <li>11/2021: selected Koz &amp; Mercy Housing for Parcels 1A &amp; 1B respectively</li> <li>12/2021 issued RFP for D+B contractor</li> </ul>	<p>Apply for funds - 4%/9% combo apply in 2022 or 2023.</p> <p>GAP funding HOME/CDBG</p> <p>Phase 1 and 2 Completed by 2025.</p>



Hilltop Housing SL & S 11 <sup>th</sup> Streets	1	Proposal to develop 200-250 multifamily units with a mix of 1, 2, 3BR and commercial space (required by zoning). This is a 4% tax credit deal, so initially focused on households earning up to 60% of the AMI.	233	<p>Using Design Build form of contracting. Will build 2 large, multifamily buildings on either side of S 11<sup>th</sup> Street along S L Street between S 10<sup>th</sup> &amp; S 11<sup>th</sup> Streets and at the old KeyBank site.</p> <p>Walsh Construction is the General Contractor and SMR Architects is leading the design team.</p> <p>Will provide parking at ~.3-.4 per unit ratio. Parking for the AJC building and 3 ADA spots for Hilltop Lofts will be included on site.</p>	<ul style="list-style-type: none"> <li>• 11/2021 Saravida was purchased</li> <li>• Funds secured from Amazon 12/2021 –</li> </ul>	Closing in 2022; 20–24-month construction schedule.

<u>Shiloh Baptist Church 1206-08 S I Street/813-815 S 13<sup>th</sup></u>	1	THA -development consultant for Shiloh.	60	Several local churches have land in which they are interested in developing as affordable housing. This partnership will demonstrate how this may be achieved. Shiloh currently offers housing for a similar population. 60 units are planned.	October 2021: funding awarded by City of Tacoma and Pierce County.  December 2021: tax credit award	Shiloh to receive \$2.1M in state set aside funds.  2022 9% LIHTC Application complete 2024.  <b><i>Project would benefit from PBV's.</i></b>
<u>P1500 Block 15<sup>th</sup> &amp; S G</u>	2	This will be a redevelopment site. Planning 53 one and two-bedroom units. Initial plan calls for senior housing as new housing for seniors has not been added and is in demand	53	Site may be appropriate for a super-efficient, manufactured design product.	September 2021: the City & County put this project on the waiting list for ARPA funding  December 2021: project pulled off of the waitlist by City and County	Planning started. 2022/2023 finalize construction/financing approach.  Staff to determine in January 2022 if HOME ARPA funds from the City will be accepted.  <b><i>Faircloth or PBV's needed.</i></b>

2300 Block 23 <sup>rd</sup> & S G	2	The 2300 Block is due for an interior and exterior refresh. Re-syndication is unlikely given the competition for bond cap. Sufficient funds in replacement reserve account + taking out equity to finance the upgrades. Might be eligible for new federal funds.		Ideally undertake the renovation concurrently with the redevelopment of the 1500 Block.	<ul style="list-style-type: none"><li>• Waiting on PNA</li></ul>	Finalize the capital plan and solicit for a GC and obtain baseline cost estimates 2022. Begin rehab, including relocation activities 2022-23.
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<b><u>Forterra/Rite Aid MLK &amp; S 11<sup>th</sup></u></b>	3	<p>Forterra acquired the Rite Aid site and is planning ~400 units. Of these, 100 +/- will be affordable rentals. The balance will be developed as market rate apartments and low equity coops at 80% of the AMI.</p> <p>Forterra has asked THA to develop the rental housing. As currently planned, this would be a turn-key project.</p>	100	<p>This will be developed using cross laminate timber, which should be structurally sound and exceed environmental sustainability goals. Forterra would like to develop and sell to THA. Feasibility is on-going.</p>		9% LIHTC. Timeframe TBD
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Hillsdale Heights/Bridge Meadows E 69 <sup>th</sup> & McKinley	3	This is a 6+acre parcel. We are in discussions with Bridge Meadows about developing intergenerational housing at this site. Bridge Meadows and THA may be co-general partners.	75	In 2021, worked with Bridge Meadows to develop a proposed site plan for approximately 144 senior and family units. Target population – families with foster children and seniors.	<ul style="list-style-type: none"> <li>10/ 2021: Feasibility study ~ 144 units; exploring co-general partnership</li> <li>12/2021-: Bridge Meadows exploring feasibility of developing all 144 units</li> </ul>	<p>Apply for 9/4% LIHTC funds for THA portion in 2024. Could accelerate with additional funds through stimulus.</p> <p>Project completion 2026.</p> <p><b>PBV's or Faircloth will be needed.</b></p>
Salishan Core	5	<i>Mixed use building. Possible location of additional THA offices and community spaces, with one-bedroom units making up the upper floors.</i>	50	Envision a mixed-use development that would include additional THA offices, possible community spaces, commercial kitchen. One-bedroom units needed at Salishan to for households whose household size has decreased. Use of commercial space TBD depending on needs of the Salishan community		<p>2026 9% LIHTC for housing.</p> <p>This project could accelerate depending on funding opportunities and priorities with funding.</p>

<u>Acquisitions</u>	Recurring Priority 1	Acquire class B/C properties that offer reasonable rents and have sufficient income to take on new debt and cover operating expenses. Often, without property taxes these become financially viable for THA. The goal to acquire one property annually will be accelerated due to housing need and funding available to address this need. These will be class B/C properties that will retain affordability over time by not increasing rents at the same rate as found in the private market. These properties generate revenue for the agency.	500	<p>The Greater Tacoma Community Foundation has investors interested in providing equity to acquire properties. Sources of equity have been the greatest challenge to acquiring properties.</p> <p>Another \$5M from State Set-aside. Additional funding anticipated from the feds through to the state and local governments. Will likely require third party management. Rapid Acquisition Team and process will be in place.</p>		This project could accelerate depending on funding opportunities and priorities with funding.
	THA RED REPORT 2022-01-26					

Redevelopment/Future Development Prospects	1 (acq)	Retail strips are being redeveloped across the country. One advantage is the revenue these retail areas generate while redevelopment plans are crafted and put into play. Opportunity to engage in public/private partnership for the redevelopment and have a long lead time for planning. Redevelopment planning in five years, with execution in 7-10.				Planning Redevelopment:
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**TACOMA HOUSING AUTHORITY**

**NEW BUSINESS**



# **Resolution 1**



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2022-01-26 (1)

**Date:** January 26, 2022

**To:** THA Board of Commissioners

**From:** April Black  
Executive Director

**Re:** Approving the execution of an agreement with Yardi Systems, Inc

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*Approving the form of agreement with Yardi Systems, Inc.; and, authorizing and directing the Executive Director of the Authority to enter into that agreement and carry out its terms.*

### Background

The selection process to arrive at the recommendation to enter into a contract with Yardi involved numerous committees and constituent representatives from throughout the agency. This need was precipitated by the recognition that THA's current solution, based on the Salesforce platform, was not capable of meeting current or future needs. An evaluation demonstrated that it would take substantial additional resources, including a complete system rebuild, and ongoing additional staff resources, to address fundamental operational and data reporting deficiencies. As a result of this analysis, THA began the process of selecting a delivered solution from a software vendor experienced in the public housing authority field.

IT performed an exploration of alternative housing software solutions. This included high-level demos from Yardi, Emphasys, and MRI (TenMast). The team did this analysis with the support of two staff members from THA operations who volunteered to attend the demos. The combined group found that of the three alternative platforms reviewed, Yardi was the only platform that would merit an in-depth analysis and comparison to Salesforce functionality. This was largely due to Yardi's expanded Moving to Work (MTW) module capabilities.

After further discussions and follow up meetings, the Cabinet decided, pending the hire of a new Chief Information Officer (CIO), to approve a full fit-gap analysis and in-depth evaluation to determine if Salesforce should continue for THA business needs, including budgetary considerations. This full fit-gap analysis was intended to comprehensively compare Salesforce to Yardi and would require additional staff and time to complete.

This analysis began with the hire of the new CIO and the formation of a new, agency-wide committee called the IT Advisory Committee (ITAC), made up of representatives from throughout THA. One of the first decisions ITAC made was to endorse the previous

recommendation to evaluate Yardi exclusively through a comprehensive fit/gap analysis comparing that solution with the existing THA Salesforce-based system. Because THA is a MTW organization that had needs that matched the corresponding functionality in Yardi and the fact Yardi supports a large number of MTW agencies nation-wide, including many of our local peer agencies, the committee agreed with the prior analysis that only Yardi could meet THA needs. In addition, the ITAC requested comprehensive, agency-wide demos of the Yardi system.

Over the next several months, concluding in October of 2021, the fit/gap was completed and four rounds of demos of the Yardi system were done. In addition, an evaluation of the state of data within the Salesforce platform was completed, the results of which were concerning. At the end of this analysis, the ITAC considered 24 questions in its process of making a recommendation on a direction for THA. Some of the considerations included whether and what would be needed for the current Salesforce system to meet THA needs (a complete rebuild and more than doubling staff); Yardi's fit for THA needs (it was found to be a closer fit); and operational/data reporting considerations. Another key consideration was that the Federal General Services Administration (GSA) and several local peers already use Yardi, including the Pierce County Housing Authority (PCHA). This recommendation was forwarded to the Leadership Team which also unanimously voted to endorse this recommendation.

Since that time, THA has formed three new representative committees to both open a dialogue with Yardi on the potential use of their system and work on resolving some of the significant concerns with data in the current Salesforce solution. These committees include:

- The Yardi Implementation Team (YIT) made up of ITAC members, subject matter experts from the departments and IT.
- The Data Governance Committee (DGC) made up of subject matter experts and jointly lead by the Policy, Innovation and Evaluation Team (PIE) and IT.
- The contracts negotiation team made up of IT leadership, legal counsel, and an outside consultant.

These teams have looked at all aspects of a potential Yardi implementation including the project plan, scope, pricing, contract terms and more. Each step of the process has been transparent and key steps have been endorsed by these various committees with ITAC overseeing the entire process. Consistent with THA Procurement Policy, THA proposes to use the pre-negotiated US Federal GSA contract as the basis of its proposed agreement with Yardi.

Here are a few highlights of the contract:

- The contract we plan to use is the General Services Administration (GSA) contract with Yardi. The core contract has been previously negotiated and cannot be substantially modified. We do have the ability to add terms to addendums and have done so for things like ensuring future module purchasing discounts and service level agreement guarantees.

- We have negotiated a 3-year term here. That said, there is a way to get out of the contract if Yardi materially fails to perform (termination for cause). Please see Section 3: Term and Termination, subsection c of the contract.
- The indemnity clauses are part of the standard GSA contract and are not unusual. Yardi will meet cyber security auditing requirements, covered in the contract.
- The annual expense after Yardi is implemented is \$363,607.57 to start for the initial 3-year period with a CPI limited increase occurring annually. Subsequent price increases are tied to GSA contract terms and also limited to CPI. These license fees are quite favorable when compared to OpenDoor (plus associated tools), Intact, Adaptive, Yooz and Airtable, particularly when considered with what it would take to get OpenDoor into a more usable and supportable state, including licenses needed for public use. We currently pay \$527,870 for OpenDoor and the associated tools. Improving OpenDoor to meet our needs would require additional expense in software, staff and consultants.
- The contract includes implementation costs for the first 18 months, in addition to the annual expense. It also includes concessions for years 1-2 on the annual expense. These costs are all included in the 2022 budget.
- The project will be divided into two phases. The vast majority of the work will be done in phase 1 and will include all the modules listed in the contract on page 8. The only functionality left to phase 2 is Vendor Café which includes purchasing beyond the basic functionality we have today as well as a portal for landlords and the advanced budgeting module.

## Recommendation

Approve the recommendation to enter into a contract with Yardi Systems, Inc.



# TACOMA HOUSING AUTHORITY

## **RESOLUTION 2021-01-26 (1)**

### **Approving the Execution of a Contract with Yardi Systems, Inc.**

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma relating to systems management; approving the terms of an agreement with Yardi Systems, Inc.; and, authorizing and directing the Executive Director of the Authority to enter into that agreement and carry out its terms.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY THE CITY OF TACOMA, as follows:

#### Section 1. Recitals and Findings.

1.1 RCW 35.82.070 authorizes housing authorities to “make and execute contracts and other instruments” including, without limitation, to “arrange or contract for the furnishing by an person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof.”

1.2 The Housing Authority of the City of Tacoma (“Tacoma Housing Authority” or “Authority”) has substantial needs for application software for real property and asset management, data and records management, and for financial systems, all to better serve its low and moderate-income housing community and other services through the various programs administered by the Authority. Older software systems are in need of redevelopment or replacement.

1.3 The Authority has engaged in a multi-year effort to identify and procure necessary system software, cloud services, support and training, including installation, maintenance and service of hardware and software. That effort has included evaluation by Authority-wide personnel of many vendors, services and programs, and government service providers under federal and local programs.

1.4 The Federal Government, through its General Services Administration (“GSA”) has entered a contract with Yardi Systems, Inc. (“Yardi”), and consistent with its Procurement Policy, the Authority may contract with Yardi under governmental joint purchasing programs. In that regard, Pierce County has urged the Authority to collaborate with its neighbor housing authority, the Pierce County Housing Authority. And, the Pierce County Housing Authority has already procured comparable systems from Yardi.

1.5 Separately, under RCW 39.04.280, the Yardi package of services and programs is clearly a unique and sole source for the Authority’s current demands and needs, for eligibility under authority for a sole source procurement and for the special and unique market conditions for these services and products.

1.6 The Board of Commissioners hereby determines that it is in the best interest of the Authority to enter an agreement with Yardi Systems Inc., substantially in the form attached to this Resolution for the programs and services set out in that agreement.

Section 2 Authorization of Agreement and Execution Thereof. The Board of Commissioners of the Authority approves the agreement with Yardi Systems, Inc. in substantially the form attached hereto as Exhibit A (the “Agreement”) and authorizes and directs the Executive Director of the Authority to execute and deliver the Agreement on behalf of the Authority and to delivery and carry out the terms of the Agreement on behalf of the Authority.

Section 3. Acting Officers Authorized. Any action required by this resolution to be taken by the Executive Director of the Authority may in her absence be taken by the duly authorized Deputy Executive Director or interim Deputy Executive Director of the Authority.

Section 4. Ratification and Confirmation. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 5.     Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the Board of Commissioners of [Name of Housing Authority] at an open public meeting thereof this 26th day of January 2022.

TACOMA HOUSING AUTHORITY

By \_\_\_\_\_  
Stanley Rumbaugh, Chair, Board of  
Commissioners

ATTEST:

\_\_\_\_\_  
Executive Director/Secretary

## CERTIFICATE

*[please note, this Certificate is for a Regular Meeting – revisions will be necessary if Resolution is adopted a Special meeting]*

I, the undersigned, the duly chosen, qualified and acting [Executive Director] of the [Name of Housing Authority] (the “Authority”) and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 2022-01-26 (1) (the “Resolution”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a regular meeting of the Authority held on January 26<sup>th</sup>, 2022, and duly recorded in the minute books of the Authority;

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 this 26th day of January 2022.

---

Executive Director of the Housing Authority of the  
City of Tacoma



# Exhibit A

## Form of Interlocal Agreement

### SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("Yardi"), and

Tacoma Housing Authority (referred to as "Client" or "Ordering Activity")  
902 S L St  
Tacoma, WA 98405

enter into this agreement including any schedules, exhibits or other attachments (this "Agreement") effective as of the Effective Date [defined in section 1 (Definitions), below].

#### RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

#### AGREEMENT

##### 1. Definitions.

a. "Anniversary Date" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "Business Purposes" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "Client Data" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "Contractor" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "Deliverable" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "Designated User" or "DU" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "Effective Date" means the date of the last party signature on this Agreement.

h. "Fees" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement, and if and to the extent applicable, in accordance with the GSA Schedule Pricelist.

i. "Force Majeure Event" has the meaning indicated by FAR 52.212-4(f).

j. "Initiation Date" means the first day of the month immediately following that date which is two weeks after the Effective Date.

k. "Licensed Programs" means the software program(s) identified in Schedule A (Fee Schedule).

l. "Licensed Programs Documentation" means the user

manuals and documentation for the Licensed Programs.

m. "Notice" means written notice in accord with section 18(f) (Notices).

n. "Password" means the unique username and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

o. "POC(s)" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

p. "Undisputed Fees" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide Notice of such dispute - within 60 days of invoice.

q. "Use" means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

r. "Yardi Cloud" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

s. "Yardi Cloud Services" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

##### 2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central. In the event of any conflicts between the terms of this Agreement and the terms of use then presented on Client Central, the terms of this Agreement shall control. For the avoidance of doubt, the parties acknowledge that the Client shall be bound by the terms of use then presented on Client Central to the extent such terms of use do not conflict with this Agreement.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or

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otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

### 3. **Term and Termination.**

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's third Anniversary Date (the "Initial Term") unless earlier terminated in accord with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "Renewal Term") if Client: (i) does not provide Notice of non-renewal prior to expiration of the then-current (Initial or Renewal) Term; and (ii) tenders payment of Client's then-current annual Fee. The Initial Term and Renewal Term(s) shall be collectively referred to as the "Term."

#### b. **Intentionally Omitted.**

c. **Termination for Cause.** Client and Yardi acknowledge that, due to funding from the U.S. Department of Housing and Urban Development, Client is an instrumentality of the U.S. and, as such, Client and Yardi agree that recourse against Client for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any request for relief, claim, appeal, or action arising under this Agreement, Yardi agrees to: (i) at Client's election, proceed diligently with performance of this Agreement; and (ii) comply with any decision of the Contracting Officer; pending final resolution of the request for relief, claim, appeal, or action arising under the Agreement.

d. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs

Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

e. **Survival.** The parties' obligations under, and the provisions of, sections 3 (Term and Termination), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 12 (Ownership), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

### 4. **License Fees.**

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule) and the GSA Schedule Pricelist.

b. **Failure to Pay.** Undisputed Fees shall accrue interest from their due date until paid at the rate governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

c. **Taxes.** Yardi shall state separately on invoices taxes excluded from the Fees, and Client agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3 (as applicable).

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides Notice of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

### 5. **Implementation and Training.**

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing, and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable. Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. Client acknowledges that training services for more



(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) Notice and cure provisions, Yardi shall submit any disputes relating to non-payment pursuant to the Contract Disputes Act and will continue performing its obligations under this Agreement pending final resolution of any such dispute.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to provide Notice to Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

j. **Licensed Programs Updates/Upgrades.** Consistent with Schedule B (Voyager Licensed Program Private Yardi Cloud, Hardware, Services and Governance Schedule) paragraph 3 (Annual Fees Include), Client's annual Fees include Licensed Programs updates/upgrades. With respect to Licensed Programs updates/upgrades and functionality, Yardi agrees that: (i) Yardi will not treat Client differently than its other similarly situated public housing authority clients; and (ii) will use commercially reasonable efforts not to deprecate the Licensed Programs functionality.

## **8. Client Data.**

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

c. **SOC Audits.** During the Term, and at least annually, Yardi agrees to undertake audits in accord with the American Institute of Certified Public Accountants' ("AICPA") Statements on Standards for Attestation Engagement No. 18 (SSAE18) Service Organization Controls ("SOC") 1 Type II ("SOC 1 Audits"), and SOC 2 Type II ("SOC 2 Audits"), or successor standards (collectively, SOC 1 Audits and SOC 2 Audits, the "SOC Audits") with respect to the Yardi Cloud Service. Upon Client's request, Yardi agrees to provide a copy of its then-current SOC Audits reports for Client's review.

## **9. Confidentiality.**

a. **Confidential Information Definition.** "Confidential Information" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Pro-

grams Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) [reserved]; (ix) SOC Audits reports and PCI DSS attestations of compliance and any information related to SOC Audits reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature – reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give Notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior Notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise pre-

c. **Injunction.** If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) or (ii) is commercially practicable, either party may terminate this Agreement upon Notice to the other party. Nothing contained in this section shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

#### 14. **Programming Services.**

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and other programming services (collectively, "Programming Services").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule) in accordance with the GSA Schedule Pricelist, if applicable. Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

#### 15. **Assignment.**

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "Permitted Exceptions"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon Notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

#### 16. **Outsourcing.**

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at

any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

#### 17. **Dispute Resolution.** Reserved.

#### 18. **General Provisions.**

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the Federal laws of the United States.

c. **Venue.** Jurisdiction and venue shall be determined by applicable Federal statute.

d. **Reserved.**

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

#### f. **Notices.**

(i) The parties shall deliver any Notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:

Attn: William Morse  
Associate Director / CIO  
TACOMA HOUSING AUTHORITY  
902 S L St  
Tacoma, WA 98405

(iii) If to Yardi:

Attn: Legal Department  
YARDI SYSTEMS, INC.  
430 S. Fairview Ave.  
Goleta, CA 93117

(iv) Either party may change its record address by giving Notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Pro-



# SCHEDULE A

## Fee Schedule

Yardi Pin #: 100052102

Yardi Order #: 266335

Annual Fees						
Description	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Annual Fee
Voyager SaaS Private Cloud Annual Fee	each	1	\$75,000.00	(\$45,000.00)	\$30,000.00	\$30,000.00
GSA: Voyager Property Management, PHA	Unit	5,800	\$16.72	\$0.00	\$16.72	\$96,976.00
GSA: Affordable	Unit	1,371	\$3.67	\$0.00	\$3.67	\$5,031.57
Construction Manager	Unit	1,400	\$20.00	\$0.00	\$20.00	\$28,000.00
Inspector General	Unit	5,800	\$2.00	(\$2.00)	\$0.00	\$0.00
Legal	Unit	5,800	\$5.00	(\$5.00)	\$0.00	\$0.00
Maintenance IQ	Unit	5,800	\$12.00	(\$5.00)	\$7.00	\$40,600.00
Procure to Pay	Unit	1,400	\$10.00	(\$2.00)	\$8.00	\$11,200.00
Ticket Manager	Unit	5,800	\$12.00	(\$5.00)	\$7.00	\$40,600.00
RENTcafé PHA Portal Package	Unit	5,800	\$24.00	(\$9.00)	\$15.00	\$87,000.00
Yardi Aspire Premium	Unit	5,800	\$10.00	(\$6.00)	\$4.00	\$23,200.00
<b>Total</b>						<b>\$362,607.57</b>

Monthly Fees						
Description	UOM	Count	\$/UOM	Monthly Fee		
Payment Processing v2	transaction	TBD	per PPv2 Fees	TBD		
<b>Total</b>						<b>TBD</b>

One-Time Fees						
Description	UOM	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	One-Time Fee
Conversion Services: PHA Conversion	each	1	\$50,000.00	(\$10,000.00)	\$40,000.00	\$40,000.00
PSG Full-Service Implementation/Training			\$284,115.00	\$0.00	\$284,115.00	billed in arrears
<b>Total</b>						<b>\$40,000.00</b>

One-Time Concessions						
Description	Concession					
Total Strategic One-Time Concession	(\$100,000.00)					
Future One-Time Concession for Maintenance IQ for Year 2	(\$25,000.00)					applied in future
Future One-Time Concession for Ticket Manager for Year 2	(\$25,000.00)					applied in future

Total Fees Due						
Annual Fee						\$362,607.57
Monthly Fee					TBD	billed monthly
One-Time Fee						\$40,000.00
One-Time Concession						(\$100,000.00)
Future One-Time Concessions					(\$50,000.00)	applied in future
Sub-Total						\$302,607.57
Sales Tax						as applicable
<b>Total Due</b>						<b>\$302,607.57</b>

### Additional Terms

- PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.
- The licenses subscribed to under this Agreement correspond to an interrelated bundle of symbiotic services, in which certain licenses that do not appear on the GSA Schedule Contract are essential components of an overall software solution. Pricing for non-GSA Schedule Contract licenses under this Agreement has been discounted from Yardi's regular per unit pricing in light of the volume of licenses covered by the GSA Schedule Contract components of this Agreement. The non-GSA Schedule Contract licenses under the initial configuration of this Agreement have been discounted a total of **\$233,400.00** from their estimated annual cost under Yardi's regular per-unit pricing for these licenses.
- PSG Fees:** Yardi shall separately invoice Client for services identified in the PSG Scope schedule, and any reasonable expenses incurred in providing the services, monthly in arrears, and Client shall pay such invoices within 30 days of the invoice date.
- Client may request future paperwork to increase/decrease the licensed Unit count by a minimum of 25 Units. Client may access Yardi Client Central to increase/decrease the licensed Unit count online without a minimum.
- Future One-Time Concession contingency: Yardi shall provide to Client the Future One-Time Concessions outlined above contingent upon Client maintaining Maintenance IQ and Ticket Manager for a minimum of 5,800 Units through Client's 2<sup>nd</sup> Anniversary Date.
- Additional terms are set forth in the following schedules to this Agreement:  
B – Voyager Licensed Program Private Yardi Cloud, Hardware, Services and Governance Schedule  
C – Additional Terms  
D – Voyager Licensed Program Yardi Cloud Service Level Agreement  
E – PSG Scope
- Client's Fees not otherwise designated as GSA in this Schedule A (Fee Schedule) are subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average table) for the preceding year.

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## SCHEDULE C

### Additional Terms

#### Product Terms:

1. **Payment Processing v2:** Client has read, understood, and agrees to be bound by the additional payment processing terms and conditions set forth at [https://clientcentral.yardi.com/core\\_custompage/Payment-Processing-PP2-PayFac](https://clientcentral.yardi.com/core_custompage/Payment-Processing-PP2-PayFac) and incorporated into this Agreement by this reference, as they may be amended from time to time (the "**Payment Processing Terms**"). Client agrees that such Payment Processing Terms shall govern Client's use of Yardi's Payment Services, CHECKscan, and Walk-In Rent Collection/Rent Payment Services. Client's specific pricing, below, shall take precedence over that pricing outlined in the Payment Processing Terms, so long as this section remains in effect. Client shall implement Payment Processing v2 for 5,800 Units.
  - a. **Definitions.**
    - (1) "**ACH**" means a nationwide funds transfer network that enables participating financial institutions to electronically credit, debit and settle entries to bank accounts.
    - (2) "**Chargeback**" means a Transaction that is disputed at the request of either the User or by the User's card issuer. A Chargeback will cause the amount of the original sale and a Chargeback fee to be deducted from the Client's bank account.
    - (3) "**Check 21**" means the Check Clearing for the 21<sup>st</sup> Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
    - (4) "**CHECKscan**" means the process by which paper checks are scanned and converted into an electronic form for payment and automatically recorded within the software.
    - (5) "**Check Bill-Pay Payments**" means a payment made by the Check 21 payment services provided by Yardi and (if applicable) JHA MC pursuant to these Payment Processing Terms.
    - (6) "**Payment Services**" means Yardi's online payment and payment processing services with respect to Bill-Pay Payments and User charges made using Payment Network-branded payment methods and ACH methods.
    - (7) "**Retrieval Fee**" means a request made by a User for a sales draft or supporting documentation in order to substantiate a Transaction.
    - (8) "**Third Party Payment Services (TPPS)**" means any non-Yardi online payment services designated by Yardi as supported by Yardi with respect to Bill-Pay Payments and User charges made using Payment Network branded payment methods and ACH methods.
    - (9) "**Transaction**" means a debit or a credit submitted for processing by a User, including but not limited to prospective tenant application fees, tenant rent payments, other document fees, applicable service fees, and re-submission of rejected items, but not including a Bill-Pay Payment.
    - (10) "**Users**" means tenants and prospective tenants managed by Client, who make a Transaction as defined above. With respect to CONDOCafé Certificates only, Users shall mean tenants and prospective tenants managed by Client, and other third parties including but not limited to real estate brokers and attorneys who make a Transaction as defined above.
    - (11) "**Yardi Bill-Pay Payment**" and "**Bill-Pay Payment**" means the ACH or physical check payment made through Payment Processing v2.
  - b. **Fees.** In the event Client upgrades from Payment Processing Transactions to Payment Processing v2, Yardi shall continue to charge Client for Transactions at the rate previously negotiated for Payment Processing Transactions for a period of 3 months from the effective date of the document in which Payment Processing v2 was initially licensed to allow Client to implement the upgrade. In the event Client implements the upgrade in less than 3 months, Transactions shall begin to be billed at the Payment Processing v2 rates outlined below once the upgrade goes live.
    - (1) **Client-Paid Transactions:** Client acknowledges and agrees to pay the following Fees for each of the following Transactions or Bill-Pay Payment type (which apply per Transaction or Bill-Pay Payment):
      - Payment Processing (for accounts receivable):**
        - a) **CHECKscan:** \$0.40
        - b) **ACH:** \$0.75
        - c) **Signature Debit Cards:** see online terms provided in the hyperlink above
        - d) **Credit Cards:** see online terms provided in the hyperlink above
        - e) **Monthly transaction minimum:** If Client fails to meet the monthly transaction minimum outlined in Schedule A (Fee Schedule), if applicable, Yardi shall charge Client for the remaining Transactions (i.e., the Transactions required to satisfy the aforementioned monthly minimum) at the CHECKscan rate outlined above. Client will be invoiced for actual Transactions processed for 9 months commencing on the effective date of the document in which Payment Processing v2 was initially licensed. Thereafter, Client will be invoiced the monthly minimum or actual usage, whichever is greater.
      - Yardi Bill-Pay (for accounts payable):**
        - a) **ACH and Check Writing via Check Bill-Pay Payments:** \$1.00
      - TPPS (for accounts receivable):**
        - a) **TPPS Change of Service:** \$950.00 per addition/change to a third party payment processor
        - b) **TPPS CHECKscan:** see Payment Processing (for accounts receivables) above
        - c) **TPPS ACH:** see Payment Processing (for accounts receivables) above
      - TPPS (for accounts payable):**
        - a) **TPPS Change of Service:** \$950.00 per addition/change to a third party payment processor
        - b) **TPPS ACH and Check Writing via Check Bill-Pay Payments:** see Yardi Bill-Pay (for accounts payable) above
    - (2) **Tenant-Paid Transactions.** (i) Client desires that Yardi assess each User directly any Fees applicable to each User-initiated Transaction. (ii) Notwithstanding any other term to the contrary, for all Transactions that are designated by Client as the responsibility of User, any fees or charges imposed by a processing institution, correspondent bank, merchant bank or other institution other than the original Transaction Fee (such as Charge-

## SCHEDULE D

### Voyager Licensed Program Yardi Cloud Service Level Agreement

During the Term, and subject to this Agreement's terms, Yardi's metrics are to meet the following Voyager Licensed Program Yardi Cloud service levels.

#### SECTION I – Performance Metrics

##### 1. Voyager Licensed Program Yardi Cloud Availability

“Yardi Cloud Availability” is a cumulative measure of the Voyager Licensed Program production environment's availability in the Yardi Cloud excepting where such availability is affected by Client's activities, routines, etc. in, or connecting to, the Yardi Cloud.

##### Scheduled Operational Downtime Hours (Relative to Voyager Licensed Program Yardi Cloud Availability)

Yardi has standing Voyager Licensed Program Yardi Cloud maintenance/repair/backup hours from 11:00 pm (local time at the data center) each Sunday - Saturday until 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night ending at 3:00 am (local time at the data center) each succeeding Sunday (collectively, “Standing Hours”); provided, however, that while Yardi conducts nightly backups during Standing Hours which may affect Voyager Licensed Program performance during the backup processes, Voyager Licensed Program Yardi Cloud unavailability for maintenance/repair during Standing Hours will not exceed 8 hours in any given week. Subject to Force Majeure Events, any Voyager Licensed Program Yardi Cloud unavailability affecting the Voyager production environment and experienced outside Standing Hours or in excess of 8 hours in any given week, will be counted against the Yardi Cloud Availability except where such availability is affected by Client's activities, routines, etc. in, or connecting to, the Voyager Licensed Program Yardi Cloud (and such time shall be, “Yardi Cloud Unavailability”).

**Service Level** – Yardi's metric is to deliver at least 99.9% Yardi Cloud Availability.

**Measurement** – Yardi Cloud Availability is measured by taking the potential number of minutes in a given month (“User Minutes”), minus any experienced Yardi Cloud Unavailability, divided by User Minutes, multiplied by 100.

$$\frac{\text{User Minutes} - \text{Yardi Cloud Unavailability}}{\text{User Minutes}} \times 100 = \%$$

**Measurement Period** – Calendar Month.

##### 2. Performance Credit Relative to Yardi Cloud Availability

**A. Performance Credits** – The performance credit for the Yardi Cloud Availability metric, when not met, and when Yardi Cloud Availability was not affected by Client's activities, routines, etc. in, or connecting to, the Yardi Cloud, will be as follows:

1 day's annual Fees (i.e., Client's then-current annual fee pursuant to this Agreement - to the extent paid by Client to Yardi - divided by 365) for each period of at least 15 minutes, and up to 4 hours, during a given calendar month that Yardi falls below its monthly 99.9% service level [not to exceed 5 days' annual Fees (i.e., Client's then-current annual fee pursuant to this Agreement - to the extent paid by Client to Yardi - divided by 365, and multiplied by 5) in any given calendar month].

**B. Performance Credits Condition** – Client must request performance credits within 72 hours of the given outage for which performance credits are sought.

#### SECTION II – General Notes

1. **General.** Database backup processes (SOC 1 Audit control objective 2.4), database backup processes testing (SOC 1 Audit control objective 2.4), network penetration testing (SOC 1 Audit control objective 5.1), disaster recovery (SOC 1 Audit control objective 2.4), disaster recovery testing (SOC 1 Audit control objective 2.4), and general security matters (SOC 1 Audit control objectives 3.1 and 5.1, and the SOC 1 Audit, generally) are documented, audited (at least annually), and reported upon in accord with AICPA standards.

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## Yardi Voyager Project Cost Summary

Yardi Project Estimate	Project Manager	Functional Consultant	Programmer	Total
Estimated Project Hours	987	318	195	1,500
Estimated Project Cost	\$ 186,947.67	\$ 60,232.38	\$ 36,934.95	\$ 284,115



		Jefferson Square - Mod Rehab – 41 units Yakima Avenue - Mod Rehab - 30 units Tax Credit Unsubsidized - 21 units Public Housing - 1 unit Tax Credit Public Housing – 4 units Port-In – 113 units Property Based Subsidy – 352 units Rapid Rehousing - 138 units	
7	THA Conversion Approach	Data Conversion Approach is detailed in the Data Conversion attachment.  The scope of services described in this proposal includes oversight and coordination of the overall data conversion effort. Estimated Yardi costs for actual data conversion tasks are not scoped in this plan and are included on Schedule A of the License Agreement.	

## Tacoma Housing Authority Project Notes



Topic		Details
<b>Project Management</b>		
1	Kick Off Meeting	Yardi resources to prepare for and conduct a remote Kick Off meeting.
2	Project Plan	Jointly created by Yardi and Tacoma Housing Authority ; project plan to be maintained by Yardi.
3	Weekly Project Meetings	Assume one (1) Yardi participant will attend each Weekly Status Meeting; more attendees or days will increase estimate.
4	Change Orders	Any item out of this scope of work will be considered a change order. If change orders are required, the effort for these related tasks will increase.
5	Project Team	Tacoma Housing Authority will dedicate team members to work with the Yardi project management team in executing the implementation project plan. These individuals will spend over the course of the implementation initiative 20 - 75% of their work week on project related tasks. *The percentage of involvement over the length of the project will vary depending on the specific tasks involved at the time. Tacoma Housing Authority will select IT, Compliance and Accounting/Finance resources to work with Yardi during the implementation so that they may become knowledgeable on the Yardi functionality.
6	Project Timelines	A project schedule and go-live dates will be established as an output of the kick-off meeting between Tacoma Housing Authority and Yardi. A delay in approval of any custom solution listed in Appendix A will result in a modification of the go-live date or delivery of the customization after go-live.
<b>Conference Room Pilot (CRP)</b>		
7	Pilot Testing	This proposal assumes pilot testing and instructor preparation.
8	Pilot Test Plan	Yardi and Tacoma Housing Authority will jointly create the Pilot Test Plan. Tacoma Housing Authority will create test scenarios with guidance from Yardi.
9	Data Validation	Validation Plan will be jointly created by Yardi and Tacoma Housing Authority. Validation of data to be conducted by Tacoma Housing Authority; Yardi will assist with issue resolution.
<b>Training/Support</b>		
10	Training	Trainings conducted by Yardi with more than 12 attendees will require more than One (1) Yardi trainer, the increase in trainers is dependent on the number of THA trainees, agenda and duration, subject to mutual agreement by the parties.
11	Housing & Finance Training	This proposal assumes training and instructor preparation for Core Team members on relevant functionality.
12	Pre-Pilot Test Training	This proposal assumes Pre-Pilot Test training and instructor preparation to educate the Pilot Team on test scripts and relevant functionality.
13	Pilot Testing	This proposal assumes Pilot Testing and instructor preparation to educate the Pilot Team on test scripts and relevant functionality.
14	End User Training Sessions	This proposal assumes train the trainer training and instructor preparation on relevant Yardi functionality.
15	Post Implementation Support	This proposal assumes On-Site Post Go-Live support with the goal of transitioning all Post-Go-Live support management to Yardi Client Services.

Project Notes  
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## Tacoma Housing Authority Detailed Implementation Services Proposal



### Conversion Overview - PHA Database

Data will be converted from the Tacoma Housing Authority source database using proprietary MTCS data conversion tools, Yardi's standard ETL conversion tool, and import spreadsheet templates with the oversight and coordination of Yardi's Professional Services Group (PSG). If needed, manual entry (either in the ETL templates or in the system after conversion) will be required to supplement data that is not currently stored in the current source system.

Estimated Yardi costs for the actual data conversion tasks are not scoped in this plan and are included on Schedule A of the License Agreement.

### Conversion Cycles

A standard three-iteration PHA Data Conversion is recommended for this project. A "sample" and "pilot" conversion is strongly recommended and should be performed and validated prior to the "live" or final data conversion.

### Conversion Tasks

#### THA will:

- Perform pre-conversion data clean up and preparation
- Perform data extraction
- Map data according to Voyager design and ETL requirements
- Perform post-conversion processes/clean-up
- Complete data validation

#### Yardi will:

- Train THA on the usage of Yardi's ETL conversion tool
- Assist with the creation of a data validation plan
- Import data
- Assist with issue resolution

### Converted data elements include:

50058 Data		File Format
50058 Certifications	Thirty-six (36) months of contiguous MTCS files (at least one-full annual recertification 50058) per current participant for conversion. The MTCS data files provided by THA must be in the standard PIC file format.	MTCS File
<b>Portfolio Management Data</b>		
Tenants	Typically generated based on MTCS file. ETL can be used to import inactive tenants.	MTCS File
Tenant Supplemental	Includes tenant data not contained in an MTCS file. Examples: Phone Numbers, Move-in Date, etc.	Spreadsheet
Tenant Lease Charges	Lease charges for tenants with "current" status.	ETL
Tenant Memos	Includes historical notes for the tenant.	ETL
Properties	Includes properties with addresses.	ETL
Property Lists	Includes grouping of properties in to a common list.	ETL
Units	Typically generated based on MTCS file. ETL can be used to import additional units.	MTCS File
<b>Waiting List Data</b>		
Applicants	Includes applicants on any current waiting list.	Spreadsheet

Appendix B - Data Conversion  
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PHA Implementation Plan								
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Call/Meeting
0		<b>PHA Implementation Plan</b>	<b>397 days</b>	<b>Mon 2/28/22</b>	<b>Mon 10/9/23</b>			
1		Environment Setup, Kickoff and Orientation	26.16 days	Mon 2/28/22	Tue 4/5/22			
2		Team Lead Project Handoff	1 hr	Mon 2/28/22	Mon 2/28/22		PHA Team Lead, PHA Account Manager	Yes
3		Cloud Environment Setup	6 days	Mon 2/28/22	Tue 3/8/22			
24		Project Kick-Off	12.13 days	Mon 3/7/22	Wed 3/16/22			
37		Orientation	14.28 days	Tue 3/15/22	Tue 4/5/22			
48		Environment Setup, Kickoff and Orientation Complete	0 days	Tue 3/29/22	Tue 3/29/22	36,23,47		
49		Sample Phase	117.5 days	Mon 3/14/22	Fri 8/19/22			
50		Scheduling	31.34 days	Mon 3/14/22	Thu 4/28/22			
93		Aspire Setup	51.9 days	Mon 4/11/22	Fri 6/24/22			
180		PHA Service Team Calls - Sample	88.18 days	Tue 4/12/22	Tue 8/9/22			Yes
237		PHA Calls - Sample	88.69 days	Thu 4/7/22	Thu 8/11/22			Yes
334		Project Management Calls - Sample	92.88 days	Fri 4/15/22	Fri 8/26/22			
354		Project Management Calls - Sample Complete	0 days	Fri 8/26/22	Fri 8/26/22	353		
355		PHA Sample Conversion	78.25 days	Mon 4/18/22	Tue 8/9/22			
356		Project Planning	76.13 days	Mon 4/18/22	Wed 7/27/22			
357		Conduct Conversion Process Overview	0.31 days	Mon 4/18/22	Tue 4/19/22			Yes
363		Provide Conversion Templates	1 hr	Tue 4/19/22	Tue 4/19/22	361	Conversion Specialist[10%], PSG Project Manager[10%]	
364		Sample Conversion Preparation - Week 1	1 day	Mon 7/11/22	Mon 7/11/22	39255-15 days	Client - IT, Client - Single Point of Contact (SPOC), Conversion Specialist, Client - Finance, Client - HCV, Client - Public Housing	Yes
365		Sample Conversion Preparation - Week 2	1 day	Mon 7/18/22	Mon 7/18/22	39255-10 days	Client - IT, Client - Single Point of Contact (SPOC), Conversion Specialist, Client - Finance, Client - HCV, Client - Public Housing	Yes
366		Sample Conversion Preparation - Week 3	1 day	Mon 7/25/22	Mon 7/25/22	39255-5 days	Client - IT, Client - Single Point of Contact (SPOC), Conversion Specialist, Client - Finance, Client - HCV, Client - Public Housing	Yes
367		Check Voyager Setup - Sample Conversion	13 days	Mon 7/11/22	Wed 7/27/22			
370		Prepare Sample Conversion Files	7 days	Mon 7/18/22	Tue 7/26/22			
374		Review and Revise Conversion Files	1.13 days	Wed 7/27/22	Thu 7/28/22			
377		Submit Conversion Files	6 days	Thu 7/27/22	Fri 7/29/22			
387		Sample Conversion Templates and MTCs Files Due	0 days	Fri 7/29/22	Fri 7/29/22	378,379,380,381,382		
388		Final Deadline to Complete Missing Setup in Voyager (Sample)	0 days	Wed 7/27/22	Wed 7/27/22	39055-1 day		
389		Conversion Processing & Review	8.13 days	Thu 7/28/22	Tue 8/9/22			
393		Sample Conversion Complete	0 days	Mon 8/8/22	Mon 8/8/22	393		
396		PHA Sample On-site Training	97.13 days	Mon 4/11/22	Fri 8/26/22			
417		Sample On-site Training Complete	0 days	Wed 8/24/22	Wed 8/24/22	415		
418		Sample Phase Complete	0 days	Wed 8/24/22	Wed 8/24/22	417,241		
419		Pilot Phase	104.13 days	Mon 8/21/22	Wed 12/7/23			
420		PHA Service Team Calls - Pilot	78.94 days	Tue 9/6/22	Tue 1/1/23			Yes
484		PHA Calls - Pilot	78.63 days	Thu 9/8/22	Thu 1/19/23			
548		RENTCafe Calls - Pilot	83.91 days	Tue 8/30/22	Wed 1/18/23			

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# **Resolution 2**



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2022-01-26 (2)

**Date:** January 26, 2021

**To:** THA Board of Commissioners

**From:** April Black  
Executive Director

**Re:** Second Board Authorization for Acquisition of the North Highland Court Apartments by Condemnation or Negotiated Purchase in Lieu Thereof

---

*This second resolution would authorize Tacoma Housing Authority (THA) to acquire the North Highland Court Apartments (the "Property") by condemnation or by negotiated purchase in lieu thereof, subject to final board approval.*

### Background

The Property is a 35-unit apartment complex located at 3015 N Highland Street in Tacoma. The property currently offers rents that are affordable to households earning 60% to 120% of Area Median Income. It is located near Pearl Street, providing mass transit opportunities to residents. Based on preliminary investigation, the fair market value of the Property is approximately \$6,200,000.00. Based on the foregoing, and subject to satisfactory due diligence work still to be performed by THA, acquisition of the Property by THA would preserve vital affordable housing in Tacoma.

THA previously authorized RESOLUTION 2021-6-23 (2) approving the acquisition of this property at a lower price, but subsequent appraisals have revealed the value of this property to be estimated at \$6,200,000.00.

### Recommendation

Approve Resolution 2022-1-26 (2) authorizing THA to declare the acquisition of the Property as necessary to fulfill THA's public purpose of providing affordable housing and to direct the Executive Director of THA to acquire the Property by condemnation or by negotiated purchase in lieu thereof for an approximate sale price of \$6,200,000.00. Notwithstanding the foregoing, approval by the Board and by the Executive Director will be required before an offer of just compensation is made pursuant to condemnation or before, in connection with a negotiated purchase in lieu of condemnation, any earnest money becomes nonrefundable to THA.





# TACOMA HOUSING AUTHORITY

## RESOLUTION 2022-01-26 (2)

### **(Authorization for Acquisition of the North Highland Court Apartments by Condemnation or Negotiated Purchase in Lieu Thereof)**

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

**Whereas**, there is a critical shortage of modestly priced rental housing in the City of Tacoma; and

**Whereas**, the Housing Authority of the City of Tacoma (“THA” or “the Housing Authority”) is charged with addressing pursuant to its mission of providing quality affordable housing opportunities equitably distributed within the City of Tacoma; and

**Whereas**, it is a goal of local government and the Housing Authority to further fair housing in the region affirmatively, in part through preservation of existing affordable housing opportunities in areas with significantly appreciating housing costs; and

**Whereas**, North Highland Court Apartments (the “Property”) is a 35-unit apartment complex located at 3015 N Highland Street, Tacoma, Washington, in an area of Tacoma where rents are increasingly unaffordable to low-income households; and

**Whereas**, RESOLUTION 2021-6-23 (2) previously authorized THA to acquire this property at a lower price, but subsequent appraisals have estimated the value of the Property to be approximately \$6,200,000.00; and

**Whereas**, RCW 35.82.070(2) provides, in part, that a housing authority shall have the power to acquire housing projects within its area of operations, and RCW 35.82.070(5) authorizes a housing authority to acquire real property by exercise of the power of eminent domain or by purchase in lieu of exercise of the power of eminent domain; and

**Whereas**, acquisition of the Property by the Housing Authority will serve the mission of the Housing Authority and the housing goals of the region through an approach that is considerably less expensive than constructing the same number of new housing units; now, therefore, be it

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

**Section 1:** Acquisition of the Property by the Housing Authority is necessary to preserve and provide housing for persons of low income that is equitably distributed in various areas of its operations.

**Section 2:** The Board of Commissioners hereby authorizes the Executive Director (i) to

give notice to the current owner of the Property of the Housing Authority's intention to acquire the Property by eminent domain if it is unsuccessful in acquiring the Property on satisfactory terms through negotiation and purchase in lieu of condemnation; and (ii) subject to the terms below, to acquire the Property by condemnation through exercise of the Housing Authority's power of eminent domain, if it is unsuccessful in acquiring the Property on satisfactory terms through negotiation with and purchase from the owner in lieu of condemnation.

**Section 3:** The Executive Director is hereby vested with the authority, and with discretion in the exercise of such authority, to negotiate the terms of an agreement to purchase for the Property at a price of approximately Six Million Two Hundred Thousand Dollars (\$6,200,000) and to pay into the purchase escrow the earnest money deposit for the purchase of the Property.

**Section 4:** If the Executive Director is successful in negotiating the terms of an agreement for the purchase of the Property, then the Executive Director is authorized and directed to execute the same. Following reviewing the results of inspection of the Property and other due diligence, and prior to any earnest money becoming nonrefundable to the Housing Authority, the Executive Director shall make a recommendation to the Board of Commissions as to whether to proceed with closing the purchase of the Property. If the Executive Director recommend proceeding and the Board of Commissioners approves of the same, then the Executive Director shall be authorized to take any and all actions necessary to close on the purchase of the Property on the terms approved by the Board of Commissioners.

**Approved: January 26, 2022**

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Stanley Rumbaugh, Chair



# **Resolution 3**



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2022-01-26 (3)

**Date:** January 26, 2022

**To:** THA Board of Commissioners

**From:** April Black  
Executive Director

**Re:** Interlocal Agreement with the Pierce County Housing Authority for Grievance and Hearing Officer Services

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*This Resolution would authorize Tacoma Housing Authority's (THA) Executive Director to execute an Intergovernmental Cooperative Purchasing Agreement with Pierce County Housing Authority (PCHA) so that it may rely on THA's procurement of Ballard Law Office, Gerri Kornblut, Esq, and Goodstein Law Group PLLC for grievance officer services.*

### Background

Pierce County Housing Authority seeks to secure a consultant to assist in grievance/hearing officer services for hearing customer disputes of PCHA decisions. For this same type of work THA procured Ballard Law Office, Gerri Kornblut, Esq, and Goodstein Law Group PLLC. PCHA wishes to rely on THA's procurement to contract with the same companies. This is permissible if THA and PCHA sign an Interlocal Cooperation Agreement under The Interlocal Cooperation Act, Chap. 39.34 RCW.

### Recommendation

Staff recommends entering into an Interlocal Agreement with Pierce County Housing Authority so it may contract for needed grievance and hearing officer services.



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2022-01-26 (3)

### (Interlocal Agreement with Pierce County Housing Authority for Grievance and Hearing Officer)

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

**WHEREAS**, Pierce County Housing Authority seeks to secure a consultant to assist with grievance and Hearing Officer services; and

**WHEREAS**, THA followed the Housing and Urban Development (HUD) procurement process 24 CFR 85.36 and THA's Procurement policy in procuring financial consultation services with Ballard Law Office, Gerri Kornblut, Esq, and Goodstein Law Group PLLC; and

**WHEREAS**, PCHA wishes to use the services of Ballard Law Office, Gerri Kornblut, Esq, and Goodstein Law Group PLLC to provide grievance and hearing officer services; and

**WHEREAS**, Chapter 39.34 RCW (The Interlocal Cooperation Act) permits public agencies to cooperate and exercise joint powers in carrying out their public purposes, includes the purchase of goods and services; 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 enter into an Intergovernmental Cooperative Purchasing Agreement with Pierce County Housing Authority so that housing authority may rely on THA's procurement of Ballard Law Office, Gerri Kornblut, Esq, and Goodstein Law Group PLLC for grievance and hearing officer services.

**Approved: January 26, 2022**

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Stanley Rumbaugh, Chair

# **Resolution 4**



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2022-01-26 (4)

**Date:** January 26, 2022

**To:** THA Board of Commissioners

**From:** April Black  
Executive Director

**Re:** Revising THA's Administrative Plan: Foster Youth to Independence (FYI) Program

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*This resolution would authorize Tacoma Housing Authority (THA) to update its Administrative Plan to administer the Foster Youth to Independence Voucher Program (FYI).*

### Background

The Foster Youth to Independence (FYI) initiative makes Housing Choice Voucher (HCV) assistance available to Public Housing Agencies (PHAs) in partnership with Public Child Welfare Agencies (PCWAs). Through this targeted allocation, Housing and Urban Development (HUD) is investing in local, cross-system collaborative efforts to prevent and end homelessness among youth with a current or prior history of child welfare involvement. To date, Tacoma Housing Authority (THA) received seventy-five (75) FYIs.

### Proposed Revisions

THA will create a chapter in the Administrative Plan that complies with [Notice PIH 2020-28: Foster Youth to Independence Initiative](#). THA will also include FYI throughout the Plan as applicable.

### Recommendation

Authorize THA's Executive Director to make program changes to administer the FYI program as outlined in resolution 2021-01-26 (4). This would create a new chapter (21) in THA's Administrative Plan and make changes throughout the Plan to reflect FYI as applicable.



# TACOMA HOUSING AUTHORITY

## **RESOLUTION 2021-01-26 (4)**

### **(Revising THA's Administrative Plan: Foster Youth to Independence Program)**

**WHEREAS**, the Administrative Plan relates to the administration of THA's voucher programs and is required by HUD; and

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

**WHEREAS**, THA was awarded 75 Foster Youth to Independence Vouchers (FYI); and

**WHEREAS**, THA must update its Administrative Plan to administer the FYI program;

**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:***

THA's Executive Director is authorized to revise THA's Administrative Plan adding the following chapter for the administration of the FYI program:

## **CHAPTER 21 – FOSTER YOUTH TO INDEPENDENCE (FYI)**

### **INTRODUCTION**

This document is meant to guide staff in administering the Foster Youth to Independence (FYI) program. The Foster Youth to Independence (FYI) initiative makes Housing Choice Voucher (HCV) assistance available to Public Housing Agencies (PHAs) in partnership with Public Child Welfare Agencies (PCWAs). Through this targeted allocation, HUD is investing in local, cross-system collaborative efforts to prevent and end homelessness among youth with a current or prior history of child welfare involvement. The success of this effort requires that community partners coordinate effectively to identify, target, and connect eligible youth at-risk of or experiencing homelessness to housing and related supports. This notice calls for PHAs, PCWAs, and continuums of care (CoCs) to work together to determine the most appropriate intervention for each young person. Under FYI, PHAs provide housing assistance on behalf of:

- youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday) who left foster care; or
- will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act; and
- are homeless or are at risk of becoming homeless at age 16 or older.

As required by statute, an FYI voucher issued to such a youth may only be used to provide housing assistance for the youth for a maximum of 36 months.

In addition to providing up to 36 months of rental assistance, youth must be provided supportive services to assist the young person on their path to self-sufficiency.

All applicable nondiscrimination and equal opportunity requirements apply to the FYI program, including requirements that the PHA grant reasonable accommodations to persons with disabilities, effectively communicate with persons with disabilities, and ensure meaningful access for persons with limited English proficiency (LEP).

This chapter describes HUD regulations and THA policies for administering FYI's. The policies outlined in this chapter are organized into four sections, as follows:

#### Part I: Funding

#### Part II: Partnership Agreement

#### Part III: Waiting List Management

#### Part IV: Family Eligibility

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to FYI's.

## **PART I: FUNDING**

### **I.A. FUNDING OVERVIEW**

HUD made available \$20 million under the Foster Youth to Independence Competitive NOFA (FR-6400-N-41), announced on January 19, 2021. Administrative fees and funding for the costs of administering FYIs and other eligible expenses defined in Notice 2020-28.

## **PART II: PARTNERSHIP AGREEMENT**

### **II.A. WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES (DCYF), PIERCE COUNTY ALLIANCE (PCA), COMPREHENSIVE LIFE RESOURCES (CLR), & TACOMA/LAKEWOOD/PIERCE COUNTY CONTINUUM OF CARE (CoC)**

The PHA must enter into a partnership agreement with a PCWA. This partnership must assist the PHA in using assistance under this notice.

#### THA Policy

THA entered into an MOU with *Washington State Department of Children, Youth and Families (DCYF), Pierce County Alliance (PCA), Comprehensive Life Resources (CLR) and Tacoma/Lakewood/Pierce County Continuum of Care (CoC).*

### **II.B. REFERRALS**

#### **DCYF Agency Referrals**

The primary responsibility of DCYF under the MOU with the PHA is to make direct referrals of qualifying individuals and families to the PHA. DCYF must provide supporting documentation to the PHA of the referring agency's verification that the family meets the initial eligibility criteria for FYI assistance.

#### THA Policy

DCYF in partnership with PCA and CLR will establish and implement a system to identify FYI-eligible youth and provide written certification to THA the youth qualify as a FYI-eligible youth based upon the criteria established in Section 8(x) of the United States Housing Act of 1937, and the Foster Youth to Independence Competitive Program Notice of funding Availability.

## **PART III: WAITING LIST MANAGEMENT**

### **III. A. HCV WAITING LIST**

The PHA, upon receipt of a referral(s) from the DCYF, PCA or CLR of an eligible youth, must compare the name(s) with youth already on the PHA's HCV waiting list. Any youth on the PHA's HCV waiting list that matches with the DCYF, PCA or CLR referral must be assisted in order of their position on the waiting list in accordance with PHA admission policies. Any youth certified by DCYF, PCA or CLR as eligible and not on the HCV waiting list must be placed on the waiting list (pending HCV eligibility determination). If the PHA has a closed HCV waiting



list, it must reopen the waiting list and place on the waiting list an FYI applicant youth who is not currently on the PHA's HCV waiting list. The PHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants. The requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply.

#### THA Policy

The PHA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities in accordance with Chapter 2. The PHA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP) in accordance with Chapter 2.

### **PART IV: FAMILY ELIGIBILITY**

#### **IV.A. OVERVIEW**

DCYF, PCA or CLR determines whether the individual or family the eligibility criteria described in Notice PIH 2021-26 and then refers the family to the PHA. The PHA determines that the family meets other eligibility criteria for the HCV program.

#### **IV.B. REFERRING AGENCY DETERMINATION OF ELIGIBILITY**

In order to be eligible for an FYI voucher, an individual or family must meet eligibility criteria:

- Has attained at least 18 years and not more than 24 years of age;
- Left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; and
- Is homeless or is at risk of becoming homeless at age 16 or older.

Eligibility is not limited to single persons. PHAs may not exclude pregnant or parenting youth from service, because excluding families with children would violate the Fair Housing Act. Thus, any pregnant or parenting youth who otherwise meets the definition of youth must be served by the grantee.