

PHA BOARD of COMMISSIONERS MEETING MINUTES

Thursday, June 20, 2013, 3 p.m., at 12 S. 23rd St., Philadelphia, PA 19103

The regular meeting of the Board of Commissioners was brought to order at approximately 3:10 p.m. by the Chair, Lynette M. Brown-Sow, with Commissioners Murphy, Jackson, Camarda, Markman, Tate and Wetzell in attendance, as well as President & CEO Kelvin A. Jeremiah ("CEO Jeremiah") and Board Secretary and General Counsel, Barbara Adams.

After a welcome by the Chair, CEO Jeremiah asked for a moment of silence in memory of Hezekiah Robinson of Westpark Apartments.

CEO Jeremiah then announced three recent awards received by PHA: 1) the Commonwealth Award from 10,000 Friends of Pennsylvania, honoring Norris Apartments, PHA's first Leadership in Energy and Environmental Design Gold development; 2) an Award of Merit from the National Association of Housing and Redevelopment Organizations, recognizing Paschall Village, a totally self-sufficient green community; and 3) an award to PHA employee Matthew Walker from the Norris Square Civic Association ("Association") for his outstanding cooperation, which was presented as part of a PHA and Association celebration of their completion of a \$9 million, 30-unit home ownership development, in North Philadelphia.

Additionally, CEO Jeremiah announced that PHA has extended the deadline for updating records for the closed waiting list for public housing until July 19; a PHA Police induction ceremony for new officers will be held on July 2, 2013; information was provided regarding the upcoming auctions of unoccupied PHA scattered sites; and the procedure, as to the conduct of the public comment period and public comments regarding specific resolutions, was reviewed.

CEO Jeremiah also addressed a question raised by a Commissioner at the last Board meeting as to whether PHA could grant a preference to local contractors. The Office of General Counsel has advised that PHA cannot do so, due to requirements of the Department of Housing and Urban Development ("HUD") and federal regulations.

The Board of Commissioners then approved the minutes from the Board meeting of May 16, 2013.

Six resolutions were presented, all of which passed unanimously.

Resolution #11620, attached in Appendix 1, was presented by Erik L. Soliván, Acting Executive Vice President for Community Operations & Resident Development, to approve the Memorandum of Understanding ("MOU") with the Resident Advisory Board ("RAB"). HUD regulations require an executed MOU for RAB to be eligible to receive tenant participation funds. The MOU between PHA and RAB is usually updated after RAB has elections, every three years, and this MOU has been prepared following the elections of the duly elected council members of RAB on February 10, 2012.

Following a motion to approve by Commissioner Camarda, a second and discussion, Commissioner Markman offered a friendly amendment to adopt the resolution with the provision that any payments to be made under Section I (K) of the MOU, regarding responsibilities of PHA, be contingent upon RAB's compliance with the provisions in Section II (P,Q and S), regarding RAB responsibilities. The resolution was unanimously approved. The change is reflected in the attached resolution by having the following words added at the end of the second sentence in Section I (K), which is underlined and explained in a footnote on the attached resolution: "and on being in compliance with Section II (P, Q, and S) of this MOU."

Resolution #11621, attached in Appendix 1, was presented by Heather S. McCreary, Executive Vice President, Administration, and Chief Benjamin Walton, Chief of Public Safety, to authorize PHA, as a member of COSTARS, to utilize the Commonwealth of Pennsylvania's State agreement and to conclude and to execute a contract with Motorola Solutions, Inc., in an amount not to exceed \$160,000 (one hundred and sixty thousand dollars) for digital handheld portable radios. Following a motion to approve by Commissioner Wetzel, a second and discussion, the resolution was unanimously approved.

Resolution #11622, attached in Appendix 1, was presented by Heather S. McCreary, Executive Vice President, Administration, and Chief Benjamin Walton, Chief of Public Safety, to authorize PHA to conclude and to execute a contract with Sovereign Security and with Scotland Security Services for uniformed unarmed and armed security guard services at various PHA sites, for a one (1) year base period with two (2) additional one-year option periods, in a per year amount not to exceed \$930,726.81 (nine hundred thirty thousand seven hundred twenty-six dollars and eighty-one cents) for the base year and for each of the two year options thereafter; for a total contract amount not to exceed \$2,792,180.43 (two million seven hundred ninety-two thousand one hundred eighty dollars and forty-three cents), for each one of the two contracts. Following discussion, the resolution was unanimously approved.

Resolution #11623, attached in Appendix 1, was presented by Erik L. Soliván, Acting Executive Vice President for Community Operations & Resident Development, to approve the Moving to Work ("MTW") Year 12 Annual Report for submission to HUD, which reports on the annual progress PHA has made under the HUD MTW Demonstration Program, and certifies that the report reflects that PHA has met the three MTW statutory requirements of: 1) assuring that at least 75 percent of the families assisted by PHA are very low-income families; 2) continuing to assist substantially the same total number of eligible low-income families under MTW as would have been served absent the demonstration; and 3) maintaining a comparable mix of families by family size, as would have been served or assisted had the amounts not been used under the demonstration. Following a motion to approve from Commissioner Markman, a second and discussion, the resolution was unanimously approved.

Resolution #11624, attached in Appendix 1, was presented by Heather S. McCreary, Executive Vice President- Administration and Joanne R. Strauss, Esq., Executive Vice President- Human Resources Department, to authorize PHA to conclude and to execute a change order with Corporate Counseling Associates, Inc. ("CCA"), for Equal Employment Opportunity ("EEO") training that is required to be provided, through September 26, 2013, under the terms of a Consent Order between PHA and the Pennsylvania Human Relations Commission, entered into on August 22, 2011, in *Elizabeth Helm v. Philadelphia Housing Authority*, PHRC Case No. 200906913, EEOC Case No. 17F201061740. The change order, in an amount not to exceed \$36,000.00 (thirty-six thousand dollars), would allow CCA to provide the required EEO training, through September 26, 2013, which is the end date required under the consent order. Following

a motion to approve from Commissioner Wetzel, a second and discussion, the resolution was unanimously approved.

Resolution #11625, attached in Appendix 1, was presented by Andrea L. Bowman, Corporate Secretary in the Office of General Counsel, to update and revise the Public Housing Grievance Procedure ("Procedure"), in the form attached and with the understanding that all dates in the body of the Procedure will conform to those specified in the Grievance Procedure Timeline. It was noted that the Procedure has two innovative provisions for resident involvement, both in an advocate role and in the role of Assistant Hearing Officer, and that the effective date for implementation will be September 1, 2013. Upon motion to approve from Commissioner Wetzel, a second and discussion, the motion was unanimously approved. (As per the motion, the dates in the body of the attached resolution all conform to those in the Grievance Procedure Timeline).

The public comment period was then held.

The meeting was adjourned by Chair Brown-Sow at approximately 4:55 p.m. (Copies of the transcript of the meeting are available upon written request).

Respectfully submitted,



Barbara Adams
Secretary
Philadelphia Housing Authority

APPENDIX 1

RESOLUTION NO. 11620

RESOLUTION APPROVING THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE RESIDENT ADVISORY BOARD, FOR FY 2014

WHEREAS, the Resident Advisory Board ("RAB") is the duly elected and recognized jurisdiction-wide resident council organization under 24 C.F.R § 964.105; and

WHEREAS, RAB is the representative body and advocates on behalf of the participating Resident Councils and residents of the Philadelphia Housing Authority ("PHA"); and

WHEREAS, under 24 C.F.R. § 964.150, funding to RAB for tenant participation activities for the current fiscal year is contingent on there being a written agreement between RAB and PHA, with the terms and conditions that are required under 24 C.F.R. § 964.150(b)(3) and which are reflected in the attached MOU; and

WHEREAS, this MOU will provide the structure for the formal relationship between PHA and RAB.

NOW THEREFORE BE IT RESOLVED, that the PHA Board of Commissioners hereby approves the attached MOU, for FY 2014, and authorizes the President & CEO or his authorized designee to execute the MOU on behalf of PHA.

I hereby certify that this was

APPROVED BY THE BOARD ON

June 20, 2013

Bertram Adams, General Counsel

ATTORNEY FOR PHA

**MEMORANDUM OF UNDERSTANDING
FOR PHA FY2014
BETWEEN
THE RESIDENT ADVISORY BOARD AND THE
PHILADELPHIA HOUSING AUTHORITY**

This Memorandum of Understanding ("MOU"), effective upon the date of the last signature of the signatories designated at the end of the MOU, is made by and between the Philadelphia Housing Authority ("PHA") and the Resident Advisory Board ("RAB"), through its duly elected and jurisdiction-wide resident council members, to create a partnership that will support and encourage resident involvement in creating an enhanced living environment and the Moving to Work ("MTW") initiatives of PHA.

WHEREAS, RAB is a jurisdiction-wide resident council, formally recognized by the PHA, with its mission being to improve the living conditions of public housing residents in Philadelphia by coordinating the efforts of public housing resident councils and enabling these groups to take action on issues and problems affecting public housing residents, including self-sufficiency; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has determined that resident participation in the management and operation of public housing developments and self-sufficiency training programs, through a working partnership, is necessary for the effective operation and viability of public housing and has prescribed, under 24 CFR § 964, that PHA create opportunities for meaningful resident input into plans, policies, procedures, actions and activities of PHA; and

WHEREAS, under the terms of this MOU, and in accordance with 24 CFR 24 § 964, RAB will coordinate efforts with PHA and take concerted action to resolve issues and problems to improve the quality of life of public housing residents by creating enhanced living environments; and

WHEREAS, HUD regulations require an executed MOU for RAB to be eligible to receive tenant participation funds, 24 CFR § 964.150(b)(3); and

WHEREAS, following the elections of the duly elected council members of RAB, which occur on a three (3) year cycle, RAB and PHA regularly update the elements of their partnership agreement, through an MOU; and

WHEREAS, on February 10, 2012, RAB held its election in accordance with the requirements of 24 CFR § 964; and

WHEREAS, funding provided by PHA to RAB may only be made under a written agreement, which includes a budget, reflecting that all resident council expenditures will not conflict with the provisions of law and will promote service, efficiency, economy and stability in the operation of the local development (24 CFR § 964.150); and

WHEREAS, under the terms of this MOU, and in accordance with 24 CFR § 964, RAB will coordinate efforts with PHA and take concerted action to resolve issues and problems to improve the quality of life of public housing residents by creating enhanced living environments; and

WHEREAS, PHA and RAB, in order to comply with the applicable federal law and further their common goals, have herein detailed the basic components of their partnering agreement.

NOW THEREFORE, PHA and RAB do hereby agree as follows:

I. RESPONSIBILITIES OF PHA

PHA agrees to:

- A. Officially recognize RAB as the sole jurisdiction-wide representative of the residents it purports to represent, with the exception of any resident council that has declared in writing that it does not wish to be represented by the RAB, as long as RAB remains in compliance with the requirements of 24 CFR 964;
- B. Support RAB's eligible tenant participation activities, as set forth in the *Tenant Participation Association Procedures*, section 16, which are incorporated herein by reference;
- C. Perform an audit of RAB's finances and the books and records related to its use of funds and its performance under this MOU (see 24 CFR § 964.150), including, without limitation, the financial arrangement with anyone to whom RAB may delegate the discharge of any part of its obligations under this MOU; collaborate with RAB on how tenant participation activity funds will be expended;
- D. Provide appropriate guidance to resident councils, when requested, to assist them in developing, maintaining, and improving the living conditions at their respective locations;
- E. Provide in-kind support for RAB operations, as encouraged by HUD under 24 CFR § 964, including rent-free office space, office phone, office furniture; as well as meeting facilities (free of charge) after considering the impact of such usage on PHA and other interested parties. Use of these items and locations is subject to HUD regulations and nothing provided by PHA may be sublet without the express written permission of PHA;
- F. Provide RAB with current information, through regularly scheduled meetings and PHA Board of Commissioners meetings, concerning PHA's MTW plans, housing policies, and protocols for tenant participation activities in housing operations, including community service and public housing family self-sufficiency;
- G. Use its best efforts to ensure open communications and regular meetings between PHA's management and RAB and to work on issues and planning;
- H. Comply with all applicable federal regulations, state, and local laws governing the conduct of PHA;
- I. Discuss and negotiate in good faith with RAB on any reasonably appropriate issues of mutual concern, including but not limited to, management and/or operation of public housing, training for residents of public housing, funding for tenant participation activities, organization and procedures of RAB, and any other matters or issues that arise that significantly affect the ability of PHA or RAB to perform their respective functions under applicable laws;
- J. Work with RAB to update the terms of this MOU every 3 years; and
- K. Compensate RAB a maximum of \$12.00 per occupied unit for duly-elected resident councils represented by RAB. The obligation for PHA to pay is conditional on the RAB submitting its written budget for PHA's review and approval and on being in compliance with Section II (P, Q, and S) of this MOU.¹

¹ The underlined language was added by the Board of Commissioners as a condition to its approving this MOU.

II. RESPONSIBILITIES OF THE RESIDENT ADVISORY BOARD

RAB agrees to:

- A. Submit a detailed written budget proposal for tenant participation funds for PHA's review and approval;
- B. Ensure that all RAB expenditures will be in accordance with applicable provisions of law and promote serviceability, efficiency, economy and stability in the operation of the local development (24 CFR § 964.150(c));
- C. Hold frequent regularly scheduled meetings with the resident councils to ensure that residents have input and are aware and actively involved in related PHA management and MTW decisions, activities, and plans;
- D. Assist in designing a system to track and credit community service hours in compliance with HUD regulations (24 CFR § 960.603, General Requirements), including recommendations for monitoring volunteer activities to assure that compliant community service meets the various needs of the residents, including safety, welfare, education, and self-sufficiency, based on career attitudes, opportunities, and interests;
- E. Promote strategic initiatives, based on program design and evidence-based performance, and encourage participation in programs, activities, committees, policies, and planning that improve the quality of life for public housing residents; promote self-sufficiency initiatives for an enhanced living environment for families of public housing, including MTW, rent collection, resident council technical assistance, and the allocation of tenant participation activity funds;
- F. Support the development of resident owned businesses through economic development partnerships;
- G. Encourage resident council leaders of represented resident councils, which are 501(c)(3) organizations, to obtain accounting training;
- H. Collaborate with PHA to assure maximum opportunities for skills training for public housing residents in all demographic populations;
- I. Organize, and provide technical assistance to resident councils in properties owned and operated by PHA and provide representation in public housing communities, including where residents are underrepresented;
- J. Hold a minimum of one meeting per quarter with each of the active resident councils, to, among other things, encourage each resident council to both remain active, and to comply with three-year election requirements;
- K. Endeavor to form partnerships with outside organizations, provided such relationships are complementary to the goals of PHA and RAB to support resident empowerment through community service and self-sufficiency initiatives of the MTW plan, as well as quality of life and safe and decent housing;
- L. Increase the capacity of resident councils to manage tasks, assign roles, maintain schedules, track resources, record efforts, and to report results of site based initiatives and "Passion Projects;"

- M. Work with PHA to develop and promote a set of projects and goals for resident participation to improve quality of life. Themes include, but are not limited to, advocating resident use of electronic technology to increase participation in PHA communication; developing a social media information sharing strategy; utilizing the 5000 netbooks and neighborhood network centers; advocating healthy living and exploring implementation of smoke-free public housing; advocating energy conservation; and advocating resident empowerment and self-sufficiency initiatives;
- N. Assist PHA in areas of security, screening/occupancy, maintenance, operating budget, revitalization, relocation, community planning, and implementation of sustainability plans; discuss and negotiate in good faith with PHA on any issues that arise involving the management and/or operation of the public housing owned and operated by PHA that involves, inclusive of the tenant participation activity funding, the organization and procedures of RAB, and such other matters or issues that arise that affect the ability of the PHA or RAB to perform their respective functions under applicable laws; as per 24 CFR § 964.18 (a)(6);
- O. Monitor and encourage smooth resident council transitions post- election;
- P. Maintain financial records of all expenses associated with this agreement, and submit records to PHA for an annual audit by the 30th day of April for expenses incurred in the preceding fiscal year. The reports shall detail the funds disbursed and record the use of those funds in accordance with such practices and procedures as PHA deems to be adequate. The records shall, at a minimum, identify (i) each provider who delivers Tenant Participation Association (“TPA”) services, and (ii) state the date(s) and time(s) on which TPA services were delivered. The record shall also describe in detail all tangible items delivered, all instructions presented, and all services rendered by a TPA provider;
- Q. Must provide, and cause each RAB subconsultant and/or subcontractor paid with PHA funds, if any, to provide, access to PHA to any books, documents, papers, records and supporting documentation of RAB and such subconsultants and subcontractors that are directly pertinent to this MOU for the purpose of an audit. In order to permit the making of audit, RAB agrees to maintain all records and supporting materials for the use of the TPA funds for a period of three years following the later of (a) the end of the term of this MOU, or (b) such time as all other pending matters related to this MOU (including, without limitation, litigation, claims and appeals) are closed;
- R. Upon request, RAB shall provide a copy of its bylaws to PHA; and
- S. RAB agrees to cooperate in any investigation or any inquiry by PHA or HUD in connection with this MOU, specifically the use of TPA funding by RAB and the RAB activities described in Section II (a) through Section II (v) above. The PHA Office of Audit and Compliance has the right to require any person dealing with PHA to answer questions concerning such dealings, provided that such person is first advised that such testimony will be kept confidential to the extent allowed by law. PHA has the right to terminate the MOU or to take other appropriate action upon the refusal of any RAB Board Member to answer questions in relation to this MOU.

III. TERMS

This MOU and any amendments hereto, shall be in effect from the above stated effective date and remain in effect until March 31, 2014, with two options for a one-year renewal upon the agreement of the parties. This MOU may be terminated if RAB does not remain a lawful and duly elected jurisdiction-wide resident council recognized by PHA.

IV. FUNDING

Consistent with HUD regulation 24 CFR § 964.105, RAB will be eligible to receive prorated funding in an amount of up to \$12.00 per unit, for services it performs for the services set forth above. RAB will perform a semi-annual report and will draft a report to PHA, which will include expenditures, and activity reports. RAB will prepare an annual accomplishments report, which highlights the goals and achievements of the partnership between RAB and PHA as well as a final reconciliation of all financial transactions during the year. The TPA funding allocation per site will be set based on the number of occupied units at the site at the beginning of each contract for period.

IV. OTHER DOCUMENTS AND AGREEMENTS

This MOU sets forth the understanding upon which the parties hereto may execute other more specific documents and agreements necessary to implement the goal of increasing the participation of public housing residents in the management and operation of the facilities, worthy community service, and MTW plans.

V. ACKNOWLEDGMENT BY HUD

This MOU shall be timely presented by PHA to HUD, to be acknowledged: (1) to demonstrate that HUD has been formally advised of the existence of an agreement between PHA and RAB; (2) to evidence that the MOU complies with the requirements set forth in 24 CFR § 964.18(10); and (3) to advise HUD that, effective as of the date of the last signature on the signature page, HUD is obligated to monitor the activities of the PHA and RAB to ensure that both parties operate within the requirements of the applicable federal regulations and that the partnership that this MOU seeks to establish operates effectively and efficiently to establish comprehensive family self-sufficiency programs in public housing consistent with PHA's MTW plan.

VI. APPROVALS AND COMPLIANCE WITH APPLICABLE LAW

This MOU is subject to PHA and RAB, respectively, obtaining all necessary approvals for the execution of the MOU. Further, the ongoing viability of this MOU is subject to both parties' complying with all applicable laws in the implementation of this MOU.

VII. NOTICES

Any notice or other communication, including a change of address or of the person to be notified, given under this MOU to a party will be in writing and will be sent to the attention of the Parties at the respective addresses set forth below:

To PHA: Philadelphia Housing Authority
12 South 23rd Street
Philadelphia, PA 19103
Attn: Executive Vice President of Community Operations and
Resident Development

With a copy to: Philadelphia Housing Authority
Office of General Counsel
12 South 23rd Street
Philadelphia, PA 19103
Attn: General Counsel

To RAB: RAB Office
5632 Walnut Street
Philadelphia, PA 19139
Attn: President

VIII. RESOLUTION OF DISPUTES

If disputes regarding funding decisions, including but not limited to the permissible uses of TPA funds under the 24 CFP § 964, arise between the parties, the parties shall attempt to resolve the matter. If the dispute cannot be resolved amicably, the parties agree that, in accordance with 24 CFR § 964.150(a)(3), the matter in dispute shall be referred to the HUD Field Office for intervention. The HUD Field Office may require the parties to undertake further negotiations to resolve the dispute. If no resolution is achieved within 90 days after the date of the HUD Field Office intervention, the HUD Field Office is required to refer the matter to HUD Headquarters for final resolution.

IX. TERMINATION

This MOU shall terminate immediately upon written notification from PHA to the RAB that PHA has withdrawn recognition of the RAB, consistent with 24 CFR § 964. After such termination, all obligations of the RAB to PHA under this Agreement shall survive any such termination. If PHA withdraws recognition of the RAB for failing to comply with the regulations set forth at 24 CFR § 964, the RAB hereby grants PHA an unconditional power of attorney over the bank account into which any TPA funds have been deposited.

X. OTHER MOUs

This MOU supersedes any other MOUs between the parties relating to the subject matter of this MOU that conflict with the terms of this MOU.

RESIDENT ADVISORY BOARD MOU (June 2013)

PHILADELPHIA HOUSING AUTHORITY

By: _____
Kelvin A. Jeremiah
Its: **President & CEO**

Date: _____

RESIDENT ADVISORY BOARD

By: _____
Asia Coney
Its: **President**

Date: _____

By: _____
Jean Geiger
Its: **Vice President**

Date: _____

By: _____
Corliss Gray
Its: **Treasurer**

Date: _____

By: _____
Carolyn Warren
Its: **Secretary**

Date: _____

By: _____
Arnold Walker
Its: **Assistant Treasurer**

Date: _____

By: _____
Willie Wells
Its: Member at Large

Date: _____

By: _____
Rose Bryant
Its: Member at Large

Date: _____

RESOLUTION NO. 11621

RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY PRESIDENT & CEO OR HIS AUTHORIZED DESIGNEE TO CONCLUDE AND TO EXECUTE A CONTRACT WITH MOTOROLA SOLUTIONS INC., IN AN AMOUNT NOT TO EXCEED \$160,000.00 FOR DIGITAL HANDHELD PORTABLE POLICE RADIOS.

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified an immediate need for digital handheld portable police radios for PHA's expanded Police department; and

WHEREAS, PHA is a member of COSTARS, which is the Commonwealth of Pennsylvania's cooperative purchasing program, administered by the Commonwealth Department of General Services Bureau of Procurement; and

WHEREAS, as a COSTARS member, under certain circumstances, PHA is allowed to acquire and lease goods and services using the Commonwealth of Pennsylvania's State agreement, which offers competitive pricing and enables acquisitions to be made on a streamlined basis; and

WHEREAS, The U.S. Department of Housing and Development ("HUD") regulation applicable to procurement by public housing authorities (24 C.F.R., 85.36(b)(5)), states that public housing authorities are encouraged to enter into state and local intergovernmental agreements for procurement or use of common goods and services, "in order to foster greater efficiency"; and

WHEREAS, PHA has identified a suitable equipment provider on the Commonwealth of Pennsylvania's State agreement; and

WHEREAS, it is recommended that a contract be awarded to Motorola Inc. for the purchase of 30 (thirty) police radios and a 3 (three) year service agreement, in an amount not to exceed \$160,000.00 (one hundred sixty thousand dollars).

NOW THEREFORE BE IT RESOLVED, that the President & CEO or his authorized designee is hereby authorized to conclude and execute a contract with Motorola Inc., subject to the availability of funds therefore, as set forth above, and to take all necessary actions relating to such contract.

I hereby certify that this was
APPROVED BY THE BOARD ON June 20, 2013
Richard Adams, General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11622

RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY PRESIDENT & CEO OR HIS AUTHORIZED DESIGNEE TO CONCLUDE AND TO EXECUTE A CONTRACT WITH SOVEREIGN SECURITY AND A CONTRACT WITH SCOTLAND YARD IN A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,792,180.43, EACH, FOR UNIFORMED UNARMED AND ARMED SECURITY GUARD SERVICES.

WHEREAS, The Philadelphia Housing Authority (“PHA”) has identified a need for Uniformed Unarmed and Armed Security Guard Services; and

WHEREAS, Solicitation No. P-004209 was developed according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was mailed to the appropriate companies on PHA Bidders’ List, and distributed to those who responded to the invitation through the publications; and

WHEREAS, the proposals were reviewed and evaluated by the evaluation committee appointed for such purpose (the “Evaluation Committee”) and the supporting documents were reviewed by the Contracting Officer; and

WHEREAS, based upon the evaluation, it was recommended that two contracts be awarded, in identical amounts, with one to Sovereign Security and one to Scotlandyard Security Services, Inc.; and

WHEREAS, the department of Administration, responsible for procurement and contracts, recommends that a contract be awarded to Sovereign Security for a one (1) year base period with an additional two (2) one year option periods in a per year amount not to exceed \$930,726.81 (nine hundred thirty thousand seven hundred twenty-six dollars and eighty-one cents) for the base year and for each of the two year options thereafter; for a total contract amount not to exceed \$2,792,180.43 (two million seven hundred ninety-two thousand one hundred eighty dollars and forty-three cents) to Sovereign Security; and

WHEREAS, the department of Administration, responsible for procurement and contracts, recommends that a contract be awarded to Scotland Security Services, Inc. for a one (1) year base period with an additional two (2) one year option periods in a per year amount not to exceed \$930,726.81 (nine hundred thirty thousand seven hundred twenty-six dollars and eighty-one cents) for the base year and for each of the two year options thereafter; for a total contract amount not to exceed \$2,792,180.43 (two million seven hundred ninety-two thousand one hundred eighty dollars and forty-three cents) to Scotland Security Services, Inc.

NOW THEREFORE BE IT RESOLVED, that the President & CEO or his authorized designee is hereby authorized to conclude and execute a contract with Scotlandyard Security Services Inc. and Sovereign Security, subject to the availability of funds therefore, as set forth above, and to take all necessary and appropriate actions relating to such contract.

I hereby certify that this was
APPROVED BY THE BOARD ON June 20, 2013
Barbara Adams, General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11623

RESOLUTION APPROVING THE PHILADELPHIA HOUSING AUTHORITY'S ANNUAL MOVING TO WORK REPORT FOR YEAR 12 FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND TO CERTIFY THAT PHA HAS MET THE THREE MTW STATUTORY REQUIREMENTS

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") requires the Philadelphia Housing Authority ("PHA"), as a participant in the Moving to Work Demonstration Program ("MTW"), to submit an Annual Report on status of its programs, operations, and finances, including a Consolidated Financial Report; and

WHEREAS, under the MTW Agreement, HUD will assess PHA's performance on an annual basis by comparing, at the end of PHA's fiscal year, its goals as stated in its approved MTW Annual Plan, to its actual performance, as stated in its Annual Report; and

WHEREAS, PHA must include in the MTW Annual Report all required elements as described in the MTW Agreement; and,

WHEREAS, the MTW Agreement, in Attachment B, OMB Control Number 2577-0216, VIII (D), requires a certification in the Annual Report that PHA has met the three MTW statutory requirements of: 1) assuring that at least 75 percent of the families assisted by PHA are very low-income families; 2) continuing to assist substantially the same total number of eligible low-income families under MTW as would have been served absent the demonstration; and, 3) maintaining a comparable mix of families by family size, as would have been served or assisted had the amounts not been used under the demonstration; which fulfillment is reflected in PHA's Annual Report; and

WHEREAS, the Annual Report must be submitted 90 days after the end of PHA's fiscal year; and

WHEREAS, PHA's fiscal year ended on March 31, 2013 and its Annual Report is due to HUD on or before June 30, 2013; and

WHEREAS, PHA has prepared its Annual MTW Report for Year 12, which is ready for timely submission to HUD and which contains all the required elements.

NOW THEREFORE BE IT RESOLVED, that the PHA Board of Commissioners hereby approves PHA's Annual Report for the MTW Demonstration Program for Year 12 (fiscal year ending March 31, 2013), as distributed to the Board, for submission to HUD, and certifies that the report reflects that PHA has met the three MTW statutory requirements of: 1) assuring that at least 75 percent of the families assisted by PHA are very low-income families; 2) continuing to assist substantially the same total number of eligible low-income families under MTW as would have been served absent the demonstration; and 3) maintaining a comparable mix of families by family size, as would have been served or assisted had the amounts not been used under the demonstration.

I hereby certify that this was
APPROVED BY THE BOARD ON *June 20, 2013*
Bairns Adams, General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11624

RESOLUTION AUTHORIZING THE PHILADELPHIA HOUSING AUTHORITY PRESIDENT & CEO OR HIS AUTHORIZED DESIGNEE TO CONCLUDE AND EXECUTE A CHANGE ORDER FOR ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY TRAINING IN AN AMOUNT NOT TO EXCEED \$36,000.

WHEREAS, the Philadelphia Housing Authority ("PHA") entered into a Conciliation Agreement and Consent Order ("Consent Order") in *Elizabeth Helm v. Philadelphia Housing Authority*, PHRC Case No. 200906913, EEOC Case No. 17F201061740; and

WHEREAS, the Consent Order requires PHA to provide annual EEO training to all of its employees, through the services of a training consultant, through September 26, 2013; and

WHEREAS, Corporate Counseling Associates Inc. ("CCA") was awarded a contract for Human Resources Training and Consultant Services, by Resolution No. 11426, which contract was in effect as of February 2011, for \$704,000.00; and

WHEREAS, there were three previous change orders on the Project for \$140,800.00, for additional EEO training, but there are no additional funds remaining on the contract or the change orders; and

WHEREAS, PHA's Human Resources Department has determined that completing the required training, which must include new employees hired prior to September 26, 2013 as well as current employees who have not yet received the required training, would require CCA to conduct at least six (6) additional EEO training seminars; and

WHEREAS, since February 2011, CCA has provided the required EEO training to PHA employees, worked with the PHA HR department to develop appropriate training materials and has a copyright on those materials; and

WHEREAS, for CCA to provide the additional training, a change order in an amount not to exceed \$36,000 (thirty-six thousand dollars), is required.

NOW THEREFORE, BE IT RESOLVED, that the President & CEO or his authorized designee is hereby authorized to conclude and execute a change order, in an amount not to exceed \$36,000.00 (thirty-six thousand dollars), subject to the availability of funds therefore, as set forth above, and to take all necessary and appropriate actions relating to such contract.

I hereby certify that this was
APPROVED BY THE BOARD ON June 20, 2013
Barbara Adams, General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11625

RESOLUTION TO ADOPT THE PHILADELPHIA HOUSING AUTHORITY PUBLIC HOUSING GRIEVANCE PROCEDURE, EFFECTIVE SEPTEMBER, 2013

WHEREAS, public housing authorities are required to adopt a grievance procedure, pursuant to Title 24, Housing and Urban Development, Part 966 – Public Housing Lease and Grievance Procedure; see, 24 CFR § 966.52; and

WHEREAS, the Philadelphia Housing Authority (“PHA”) desires to update its grievance procedure and has prepared the attached procedure that is in accordance with due process requirements and other requirements set forth by federal and state statutes and regulations; and

WHEREAS, PHA has had the benefit of input from residents and resident leadership in drafting the attached Public Housing Grievance Procedure.

NOW, THEREFORE, BE IT RESOLVED that PHA adopts the Public Housing Grievance Procedure, in the form attached hereto, effective September 1, 2013.

I hereby certify that this was
APPROVED BY THE BOARD ON June 20, 2013
Barbara Glass General Counsel
ATTORNEY FOR PHA



Philadelphia Housing Authority
Building Beyond Expectations

PHILADELPHIA PUBLIC HOUSING AUTHORITY PUBLIC HOUSING GRIEVANCE PROCEDURE

effective September 1, 2013

TABLE OF CONTENTS:

Grievance Procedure Timeline

- I. Grievances
- II. Notice to the Tenant of a Planned Adverse Action
- III. Who May Present a Grievance
- IV. Not Included in the Grievance Process
- V. Informal Settlement Meeting – Needed Before a Hearing
- VI. Confirmation of Request for a Grievance Hearing
- VII. Grievance Hearing
- VIII. Selection of Hearing Officer
- IX. Decision by Hearing Officer
- X. Role of Resident Leadership in the Grievance Hearing Process
- XI. Retention of Grievance Hearing Decisions and Access



Philadelphia Housing Authority
Building Beyond Expectations

GRIEVANCE PROCEDURE TIMELINE

- **Notice to be sent to Tenant – at least 10 calendar days before** proposed action.
- **Tenant has 10 calendar days to submit a Request for Grievance Hearing** after receiving the Notice. (If PHA's inaction is the basis for a grievance, the tenant may also submit a Request for Grievance Hearing).
- **An informal settlement meeting will be held within 10 calendar days of the Request** (and may be held when the Request for Grievance is submitted).
- **PHA informal settlement Summary & Decision will be sent out within 5 business days** of the informal settlement meeting (or hand delivered at the meeting).
- **Tenant must return the Summary & Decision within 10 calendar days** (of the date of mailing or hand-delivery) if not satisfied with the PHA decision, and confirm that a hearing is requested (can be done at the meeting).
- **If the tenant does not sign and return the Summary & Decision within calendar 10 days, that decision by PHA will be the final disposition.**
- **If a hearing is requested, a hearing is to take place within 20 calendar days** (with at least 10 calendar days' notice).
- **The Grievance Hearing Officer shall file a decision within 15 business days** of the date of the hearing.
- **If the tenant is not satisfied with the decision, an appeal may be filed in the Philadelphia Court of Common Pleas within thirty (30) calendar days.**

I. Grievances

PHA's grievance procedure is for resolving disputes between a tenant and PHA because of either an action that PHA did or that it failed to do (under the lease or under PHA's regulations), which will have an "adverse" impact on the tenant's rights, duties, welfare or status. This includes lease termination, eviction, adding charges for maintenance or repair, not scheduling timely repairs, or transferring to another unit. It is not for disputes between tenants, for class grievances, or for dealing with issues between tenants or tenant groups and the PHA Board of Commissioners, personal injury, property damage or challenging PHA policies. 24 CFR §§ 966.51, 966.53.

Under the grievance process: 1) after the tenant receives a Notice from PHA of a planned action regarding the tenant (or, if the dispute is over a lack of action by PHA, it may be done without receiving a Notice); 2) the tenant must submit a Grievance Hearing Request form; 3) then, there is an informal settlement meeting; 4) if the tenant is not satisfied with the decision that PHA makes after that meeting, the tenant must *confirm* the request for a grievance hearing (by signing and returning the Summary & Decision form); 5) a grievance hearing will then be held; and 6) the tenant may proceed in court if not satisfied with the decision after the grievance hearing.

The grievance hearing is intended to quickly and informally settle certain disputes and protect the due process rights of the tenant. However, participation in the grievance process does not alter any rights that the tenant may have to appropriate judicial proceedings— either instead of or after a grievance hearing. Unless ordered by the court, PHA does not pay for a tenant's court costs or attorney's fees.

II. Notice to the Tenant of a Planned Adverse Action

Written Notice from PHA must be hand-delivered or sent by first-class mail to the address that the property manager has on file for the tenant who executed the lease and resides in the unit *or* to the remaining head of household. See, Section 15 of Lease Agreement and 24 CFR § 966.4(k)(1)(i); 24 CFR § 966.53 (Definition of "Tenant."). This must be done at least ten (10) calendar days before the proposed action (*a sample notice is attached to this Procedure as Attachment "A"*).² The Notice will explain:

1. the proposed action by PHA (such as lease termination);
2. the reason for the action, with factual detail and legal citation;
3. who may dispute the action; and
4. how and where to present a dispute/ grievance;

² This is a sample and other forms may be used if they cover the same elements. 10 day notice is what is used by HUD in HUD's Sample Grievance Procedure, Appendix V in the Public Housing Occupancy Guidebook. Due process is required in the context of public housing and includes: adequate notice; right to representation by counsel; opportunity to refute evidence, cross-examine and present a defense; and a decision on the merits. 24 CFR § 966.53(c). Also, if a tenant is visually impaired, any notice or subsequent communication under this procedure must be in an accessible format. (See, 24 CFR § 966.4(k)(2), 24 CFR § 966.56(h)(2)).

5. the availability of assistance from the tenant council; and
6. procedures for requesting a grievance hearing after an informal settlement conference.

If the tenant files a grievance, the adverse action in the Notice will not be carried out until the grievance process has been completed. 24 CFR§ 966.4(e)(8)(B).

III. Who May Present a Grievance

A grievance may be presented by a tenant who executed the lease and resides in the unit *or* by the remaining head of household of the tenant family living in the unit (the person submitting a grievance will be referred to as the “complainant.”). See, 24 CFR § 966.53(f).

IV. Not Included in the Grievance Process

The grievance procedure is *not* available for certain disputes and they must be dealt with in the courts if the tenant contests the action.³ These include:

1. any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of PHA;
2. any violent or drug-related criminal activity on or off such premises; or
3. any criminal activity that resulted in a felony conviction of a household member.

If a grievance is requested, but it is for a dispute of one of the 3 types noted above, the complainant will receive a letter from PHA denying a grievance hearing. 24 CFR§ 966.51(a)(2)(i).

V. Informal Settlement Meeting – Needed Before a Hearing

If the tenant wishes to dispute the action in the Notice,⁴ the tenant must **submit a Request for a Grievance Hearing to the property manager within ten (10) calendar days** from the date that the notice was hand-delivered or sent (*a sample grievance hearing request form is attached to this Procedure as Attachment “B”*). 24 CFR §§ 966.54; 966.55(d). (10 day notice is what is used by HUD in its HUD’s Sample Grievance Procedure, Appendix V in the Public Housing Occupancy Guidebook.) The property manager shall provide a complainant with the Grievance Procedure Timeline at the time that a grievance is filed and provide the complainant with a copy of the grievance filed.

³ This is due to a HUD determination regarding due process in Pennsylvania. See, 24 CFR§ 966.51(a)(2)(i); Federal Register Volume 61, Number 59 (Tuesday, March 26, 1996)(Notices, pgs. 13276-13277).

⁴ If PHA has failed to act (in which case there is no Notice), the tenant must file a grievance within the applicable statute of limitations (usually a minimum of 2 years, depending on the nature of the inaction).

Before the tenant can have a grievance hearing, **the property manager is responsible for holding and the tenant must participate in an informal settlement meeting**, in which PHA will try and resolve the issue. See, 24 CFR§ 966.54. If not satisfied with the decision of PHA after that meeting, the complainant (a tenant is referred to as “complainant” after filing a grievance) **must sign and return a confirmation of the request for a grievance hearing, on the Summary & Decision** from the informal meeting, before a grievance hearing will be held. 24 CFR § 966.55(a).

The informal settlement meeting may take place when the grievance is presented to the property manager and may simply be a discussion between the property manager and the complainant. Or the meeting will be scheduled within ten (10) calendar days, if more convenient, if another department is responsible for the activity being grieved or for some other reason.⁵ **In order to obtain a grievance hearing, the complainant must participate in this informal settlement meeting, or show good cause for the meeting not occurring.** See, 24 CFR § 966.55(d).

After the informal settlement meeting, PHA will prepare a written Summary & Decision (*a sample is attached to this Procedure as Attachment “C”*), which can be done at the same time the grievance is received and discussed and given immediately to the complainant or it can be hand-delivered or sent by first-class mail to the address that the property manager has on file, within five (5) business days of the meeting.⁶ A copy of this Summary & Decision will also be kept in the complainant’s file. 24 CFR § 966.54.

The *complainant must sign and return the Summary & Decision* within ten (10) calendar days,⁷ if not satisfied with the decision and a grievance hearing is still requested. It also can be signed immediately after the informal settlement meeting and given to the property manager.

VI. Confirmation of Request for a Grievance Hearing

If the complainant has had an informal settlement meeting, but is not satisfied with PHA’s proposed resolution and wants to have a grievance hearing, then he or she **must sign the Summary & Decision to indicate that a hearing is desired and return that to the property manager within (10) calendar days** of the date of mailing or hand-delivery of the Summary & Decision. See, 24 CFR § 966.55(a). This can be done at the time of the settlement meeting.

The property manager is then responsible for: 1) completing a one page form (*a sample form is attached as Attachment D*, which PHA may revise as administratively appropriate), in response to the confirmation of the request for a grievance hearing and 2) forwarding that, with the Request for a Grievance Hearing, to the PHA hearing coordinator. It is the responsibility of the property manager to do this immediately, as

⁵ 10 days is also what is used by HUD in its HUD’s Sample Grievance Procedure, Appendix V in the Public Housing Occupancy Guidebook.

⁶ HUD uses the same time period, as referenced above.

⁷ HUD allows the tenant 5 days less, in its procedure, as referenced above.

the timeline for PHA's response starts as of when the property manager receives the complainant's confirmation that a grievance hearing is still sought, by signature on the Summary & Decision. If PHA intends to use this form at the hearing or present it to the hearing officer, it must be shared with the complainant in advance.

If the complainant does not sign and return the Summary & Decision within ten (10) calendar days, indicating that a hearing is sought, the decision in PHA's Summary & Decision will be PHA's final disposition of the dispute, although the complainant may proceed in court to contest the PHA decision. 24 CFR § 966.55(a,c-d).

Under the federal regulations, in certain circumstances an escrow deposit is required for rent disputes before a grievance hearing may be scheduled. 24 CFR § 966.55(e)(1-2).

VII. Grievance Hearing

If the complainant is entitled to a grievance hearing, the **PHA hearing coordinator** will contact the complainant, PHA, the hearing officer and an Assistant Hearing Officer, if designated and agreed to by the complainant, for scheduling purposes, then:

1. **schedule** a grievance hearing at a reasonably convenient time that is not more than twenty (20) calendar days from the date that PHA receives the signed confirmation on the Summary & Decision of the request for a grievance hearing, unless the parties and the hearing officer agree in writing to an extension (see 24 CFR § 966.55(f));
2. **send written notification of the hearing** to the complainant, with a copy to PHA (*a sample "Notification of a Grievance Hearing" is attached to this Procedure as Attachment "E"*), – with at least ten(10) calendar days' notice to the parties of the hearing date (see 24 CFR § 966.55(f));
3. **provide the opportunity for an exchange of documents**, if requested, for both sides to see any documents that will be presented to the hearing officer, at least three (3) business days before the hearing, and send all identified documents for use at the hearing to the hearing officer (see 24 CFR § 966.56(b)(1)); and
4. **obtain the names of any witnesses** at least three (3) business days in advance of the hearing. Failure to provide the name of a prospective witness will result in the person *not* being able to testify, unless the hearing officer, in the interests of fairness, allows for the presentation of testimony.

The hearing will be held before an impartial hearing officer and Assistant Hearing Officer, if designated and agreed to by the complainant, selected pursuant to this policy.

A hearing officer may make a decision without a hearing, if it is determined that the same issue was previously decided in another proceeding. 24 CFR § 966.56(c).

Neither party may engage in *ex parte* communications with the hearing officer, which means communications about the merits or substance of the grievance, unless the other side has notice and a chance to participate. There can be no “side conversations” with the hearing officer about the case, either from the complainant, PHA or any representative of those parties. *To avoid even the appearance of such communications before, during or after the hearing, the parties should communicate with the hearing coordinator for scheduling matters and not e-mail or call the hearing officer, unless the other party is simultaneously included in the e-mail or the call.*

The following rules govern the grievance hearing
(See, generally, 24 CFR §966.56):

1. The complainant must show that the dispute is one that is appropriate for a grievance hearing, but thereafter, PHA must justify its position by a preponderance (“more likely than not”) of the evidence.
2. Both PHA and the complainant shall have the opportunity, upon request, to look at any records that are directly relevant to the hearing and/or that will be presented at the hearing, *which opportunity shall be made at least three (3) business days in advance of the scheduled hearing*, either at PHA offices or at the office of the property manager, unless the hearing officer allows a shorter time for meaningful review by both parties.
3. PHA and the complainant shall have the opportunity to copy relevant records at their own expense and PHA may set a duplication fee not to exceed that set by the Pennsylvania Office of Open Records for duplication fees under Pennsylvania’s Right-to-Know Law, 65 P.S. §§67.101 *et seq.*
4. Any records for which a party made a written request for inspection, but which was not provided to the other party, may not be used at the hearing, unless the hearing officer decides to allow the evidence as a matter of fairness in exceptional circumstances and may also allow for a continuance.
5. PHA and the complainant shall receive from the hearing coordinator a briefing packet of relevant documents related to the hearing, at least three (3) business days in advance of the hearing.
6. The complainant, at the complainant’s expense, has the right to be represented by counsel or by any other representative selected by the complainant, including

a representative from the tenant council who is acting as an advocate for the complainant – however, the complainant must also be present at the hearing.

7. The complainant has the right to a private hearing, unless the complainant requests a public hearing and the hearing officer agrees. However, either PHA or the complainant may make arrangements in advance and at their own expense, to have the hearing transcribed and any interested party may purchase a copy of the transcript. Otherwise, no recordings, photographs or videotaping of the proceedings are allowed without the permission of the hearing officer.
8. The complainant shall have the right to present relevant evidence and arguments in support of the complainant's dispute/grievance, to challenge evidence relied upon by PHA or property management and to confront witnesses.
9. The rules of evidence at the hearing are not the same as those in a judicial proceeding; hearsay may be admitted but may not be the sole basis for a decision; and testimony shall be given under oath administered by the hearing officer, averring that the information shall be true and correct to the best knowledge of the person presenting the evidence, under penalty of perjury.
10. The complainant has the right to a reasonable accommodation, upon request, for persons with disabilities to participate in the hearing, which may include qualified sign language interpreters, readers, accessible locations, or attendants.
11. If needed and requested, PHA will arrange for a qualified interpreter; if the complainant wishes to have a different interpreter, the complainant may arrange for one at the complainant's expense.
12. Children are not appropriate interpreters for a grievance hearing and generally should not be brought to the hearing.
13. Any safety or security concerns regarding the hearing should be presented to the PHA hearing coordinator or property manager in advance of the scheduled hearing.
14. All those involved in the hearing must behave in an orderly manner. Failure to comply with the directions of the hearing officer to maintain order may result in exclusion from the proceedings or in a decision against the disorderly party.

15. There may be a reasonable continuance of the scheduled hearing for good cause, which determination shall be in the discretion of the hearing officer and will include any unavoidable conflict that seriously affects the health, safety or welfare of the family, a critical witness for PHA or the complainant, or the hearing officer.
16. If either party fails to appear within fifteen (15) minutes of the scheduled time for the hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five business days or may make a determination that the party has waived his right to a hearing and so notify both parties. Failure by a previously non-appearing party to attend the re-scheduled hearing will result in a decision that the non-appearing party has waived his right to a hearing. Written notice will be sent to both parties. A decision regarding waiver of any right to a grievance hearing due to non-appearance by the tenant does not impact the tenant's right to contest PHA's disposition of the grievance in an appropriate judicial proceeding.
17. In exceptional cases, at the discretion of the hearing officer and with the consent of both parties, a hearing may be conducted with one party appearing by telephone or other means that does not involve the individual's physical presence. A hearing officer may make a decision without a hearing, if it is determined that the same issue was previously decided in another proceeding. 24 CFR § 966.56(c).
18. The hearing shall be conducted by an impartial hearing officer and a written decision shall be based solely and exclusively on the facts presented at the hearing.

VIII. Selection of Hearing Officer (See, 24 CFR § 966.55; this section is from the existing PHA grievance policy, which is in the Lease, at pg. 14).

All grievance hearings shall be conducted by an impartial person appointed by the PHA after consultation with tenant council, in the manner described below:

1. PHA shall nominate a slate of one or more impartial persons to sit as hearing officers. Such persons may include, but will not necessarily be limited to, staff members or other responsible and qualified persons, with an appropriate legal background, such as an attorney or paralegal, in the community. Both in-house and outside counsel are eligible to sit as hearing officers, but PHA staff members who handle lease enforcement or property management issues are not eligible. No person shall be listed as a hearing officer unless such person has consented to the appointment.

2. The slate of potential nominees shall be submitted to all PHA tenant council members for written comments, which shall be sent to PHA within fifteen (15) business days. PHA shall consider written comments from tenant councils before the appointments are made. Objection to the appointment of a hearing officer must be considered, but it is not dispositive. On final appointment, the person(s) appointed and the tenant council shall be informed in writing.

IX. Decision by Hearing Officer

The hearing officer shall prepare and distribute a written decision, with an explanation of the reasons for the decision (a sample is attached to this Procedure as Attachment "F"), within fifteen (15) business days of the hearing. 24 CFR § 966.57(a).

The decision shall be binding on PHA, unless:

- the Board of Commissioners determines within a reasonable time and promptly informs complainant that: 1) the complaint was not one that was appropriate for a grievance procedure; or 2) the decision of the hearing officer is contrary to applicable law, regulations or the requirements of any annual contract between HUD and the PHA. 24 CFR § 966.57(b) or
- there is a significant procedural or administrative error that is demonstrated to the hearing officer by written request for reconsideration from either party, within three (3) business days of the date of the decision, in which case the hearing officer has two (2) business days to re-issue the decision.

If the decision is against the complainant, the complainant still retains any rights he or she may have to judicial remedies. 24 CFR § 966.57(c).

X. Role of Resident Leadership in the Grievance Hearing Process

The resident leadership may have two roles in the grievance hearing process: 1) a role as educator and advocate for complainants and tenants and 2) a role as an impartial Assistant Hearing Officer. These roles are distinct and must not overlap.

1. In order to ensure that all tenants are familiar with the grievance procedures, which safeguard their due process and other rights, PHA shall work with the tenant council, upon request, to train tenant council representatives.
2. Those tenant council representatives are to be available to assist complainants with preparing grievances and going through the grievance process. The Notice of a Planned Adverse Action (*see Sample in Attachment "A"*); the Grievance Form (*see Sample in Attachment "B"*) and the Summary & Decision of Informal Settlement Meeting (*Attachment "C"*), all explain the possibility of obtaining information from the tenant council regarding the grievance.

3. The tenant council shall provide the Property Manager with contact information for its designated grievance representatives and the Property Managers shall provide such information upon request from a tenant/complainant.
4. Separate and distinct from tenant council advocates for complainants, the Resident Advisory Board may select up to five Assistant Hearing Officers, under a procedure to be determined by the Resident Advisory Board, with input from the Office of General Council Hearing Officer supervisor, who shall have the following duties and qualifications:
 - a. Assistant Hearing Officers shall serve without compensation, be impartial and agree to maintain the confidentiality of the hearings;
 - b. PHA will provide grievance procedure training to Assistant Hearing Officers;
 - c. The hearing coordinator will establish a regular schedule for hearings and will select one Assistant Hearing Officer, in random order, for participation in the hearings, unless the Hearing Officer and Resident Advisory Board decide on a different manner of selection;
 - d. The Assistant Hearing Officer will only participate in hearings where the complainant agrees, in writing, to such participation;
 - e. The decision from a grievance hearing will be made by the Hearing Officer, after consideration of timely verbal or written input from an Assistant Hearing Officer;
 - f. The Assistant Hearing Officer may prepare an Assistant Hearing Officer Advisory Decision, in substantially the same format as the Grievance Hearing Decision. This will be included in the file, if submitted to the Hearing Officer within seven business days of the date of the hearing, but is not part of the record and not transmitted to the complainant;
 - g. If no Assistant Hearing Officer is available on a regularly scheduled day for grievance hearings, the hearings will be held without the participation of an Assistant Hearing Officer;
 - h. Assistant Hearing Officers will disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside or grievances in which they have a personal interest.

XI. Retention of Grievance Hearing Decisions and Access

Decisions of hearing officers and related records shall be retained by PHA in the tenant's file for the term of the tenancy, plus 4 years. The Office of General Counsel shall keep copies of the hearing decisions for seven (7) years, including copies that have all names and identifying references deleted, which redacted copies will be made available upon request to a prospective complainant, his or her representative, or the hearing panel or officer. 24 CFR § 966.57(a).

ATTACHMENT "A"

PHA GRIEVANCE PROCESS FOR PUBLIC HOUSING

SAMPLE: NOTICE OF ADVERSE ACTION

(To be sent at least 10 calendar days before the proposed action)

- I. This is to advise you that the following action will be taken against you (if for an eviction or Lease termination, an "Eviction Fact Sheet" or "Notice of Lease Termination" will be attached to this Notice).
- II. The reason for the action is as follows *[including who, what, when, where, and why, in terms of the action – and the relevant regulatory, statutory, lease or other reference]*:
- III. If you wish to challenge this action, you have **ten (10) calendar days** from _____ *[date]*, to see your property manager and file a Request for a Grievance Hearing. PHA will then try and resolve the dispute through an informal discussion or meeting, before any grievance hearing can be scheduled.
- IV. **You may obtain a copy of PHA's Grievance Procedure from the property manager**, which procedure details the process for dispute and when this process is appropriate.
- V. **Your tenant council may assist you in responding to this Notice** and you may obtain further information from your resident council representative. If you do not know who this is, your Property Manager can provide contact information. The timeline for filing a Request for a Grievance Hearing, in paragraph III, above, applies regardless of whether you seek assistance from your tenant council.

VI. A copy of the Grievance Procedure Timeline is included with this Notice.

To be filled out by PHA:

I _____ *[your name]* hereby attest that I either hand-delivered _____ *[check if appropriate]* or sent by first class mail _____ *[check if appropriate]*, to _____ *[name of person receiving the Notice]* at the following address:

[address to which sent], a copy of this Notice on _____ [date].

Signature: _____

PHA GRIEVANCE PROCESS FOR PUBLIC HOUSING GRIEVANCE HEARING REQUEST FORM

This information must be submitted to the Property Manager or Office within ten (10) calendar days of the date that the Notice was either mailed or hand-delivered (the date is on the Notice). This information is available in an alternative format upon request and can be translated if required.

Your tenant council may assist you in preparing this Form and you may obtain further information from your resident council representative. If you do not know who this is, your Property Manager can provide contact information. The timelines for submission of this form apply regardless of whether you seek assistance from your tenant council.

Date: _____ Name: _____

Client ID: _____ Tel Number: _____

Unit Address: _____

Site Name: _____ Unit ID: _____

➡ **Please explain the reasons for your dispute and what you want PHA to do (or not do) -- you may pick one or more, below:**

I. LEASE TERMINATION ISSUE:

II. MAINTENANCE/REPAIR ISSUE: What is the issue and what steps, if any, have you taken to resolve it (please provide details, such as date and numbers of any service orders): _____

III. TRANSFER ISSUE:

- What is the issue/reason for transfer? _____
_____;

- When was the transfer requested? _____;

- Whom did you ask for the transfer? _____;

- Did you complete your transfer package? [] No; [] Yes; When? _____;

- When did you last speak with the Admissions Dep't? _____; with whom _____ and what did that person tell you _____?

IV. RENT CALCULATION AMOUNT ISSUE (Please note that rent is calculated using federally standardized methods; PHA does not control the amount of your rent.)

- Have you requested a rent recalculation? [] Yes [] No;
- Have you met with your manager to perform a rent re-calculation? [] Yes [] No;
- When was the re-calculation completed _____; who did the recalculation _____; and amount of the new rent _____?
- Why do you believe that the amount of rent due is not appropriately calculated?

V. OTHER ISSUE(s) –

⇒ Before a grievance hearing will be scheduled, you must participate in an informal settlement conference. If, after that conference, you still want a hearing – **YOU MUST SIGN AND RETURN the “Summary & Decision: Informal Settlement Meeting” form within ten (10) calendar days to have a grievance hearing.**

⇒ Please provide two possible dates and times in the next 45 calendar days when you would be available for a grievance hearing:

Date: _____ Time: _____; Date: _____ Time: _____

⇒ If you plan to have an attorney, service agency, or medical provider(s) representing you at the grievance hearing, please include a mailing address and daytime telephone number for each:

If you have a disability that could affect your ability to participate at the grievance hearing, you have the right to request a reasonable accommodation. Please specify the type of assistance needed:

The hearing coordinator will notify you that: 1) the requested accommodation is granted and will be provided, 2) more information is required, or 3) the request is denied.

⇒ Client Signature: _____ Date: _____

FOR USE BY LEGAL DEP'T ONLY: Date request received: _____;
Date request appv'd/denied: _____; Reason denied (applicable CFR or ACOP section) _____; By: _____;
Signature: _____ Date: _____

ATTACHMENT "C"

PHA GRIEVANCE PROCESS FOR PUBLIC HOUSING

SUMMARY & DECISION OF INFORMAL SETTLEMENT MEETING

(To be sent by PHA no later than 5 business days after the settlement meeting)

Date: _____

This is a Summary & Decision of the informal settlement meeting that was held on _____ (date), regarding the grievance/dispute that you presented on _____ (date that grievance was received). It also has PHA's decision based on that meeting, the reasons for that decision and how to request a hearing, if you do not agree with PHA's decision. **If you do not agree with this decision and wish for a grievance hearing – you must sign and return this form within 10 calendar days (as explained on page 2 of this form). Otherwise, this will be PHA's final disposition and you will not be entitled to a grievance hearing.**

I. NAME AND ADDRESS OF TENANT:

II. SHORT DESCRIPTION OF GRIEVANCE/COMPLAINT:

III. PARTICIPANTS IN THE INFORMAL SETTLEMENT MEETING (with titles and whether present for PHA or for the tenant).

IV. NAME AND TITLE OF PERSON WHO CONDUCTED THE MEETING:

V. PHA's DECISION AND SUPPORTING REASONS:

PROCEDURE TO REQUEST A HEARING IF NOT SATISFIED WITH THIS DETERMINATION:

Within ten (10) calendar days of the date of mailing or hand-delivery of this Summary, you must sign and return this document to your property manager, or the decision of PHA will be PHA's final decision and you will not be allowed to have a grievance hearing (although you may proceed in court). A copy of this form, with your signature, shall be provided to you, upon request.

I, the tenant (check below, as applicable):

_____ do not agree with PHA's decision and wish to have a grievance hearing;

_____ wish [OR] do *not* wish _____ to have an impartial Assistant Hearing Officer, selected by the Resident Advisory Board, at my hearing who would NOT be acting on my behalf, as my representative or my advocate, but would have the role of providing impartial input to the Hearing Officer making the decision.

_____ I understand that I may, at my own expense, have legal counsel represent me at the hearing or have an advocate from the tenant council (not the same as the impartial Assistant Hearing Officer) appear with me and/or assist me with preparing for the hearing.

Signature: _____ Date: _____ Phone #: _____

Failure to request a hearing does not preclude you from exercising your right to contest PHA's action in an appropriate judicial proceeding.

WITHDRAWAL OF GRIEVANCE as a result of the Informal Settlement Meeting:

I hereby agree to withdraw my grievance.

Signature: _____ Date: _____

FOR PHA USE:

If hand delivered:

Date that Summary was hand-delivered to the tenant: _____

Name of person who hand-delivered the Summary _____ and

Signature of Person who Hand-delivered the Summary _____

OR

If mailed:

Date that Summary was mailed by first-class mail to the tenant: _____

Name of person who mailed the Summary: _____

Signature of person who mailed the Summary: _____

ATTACHMENT "D"

PROPERTY MANAGER'S NAME: _____ Tel. No. _____

I. Maintenance/Repair Issue(s):

Please summarize when you were first notified of the issue and what steps have been taken to address it, including the dates of any contact with maintenance, Service Order #s and follow-up actions: _____

II. Transfer Issues

Please summarize when you were first notified of this issue, whether you consider this to be a valid/verifiable request, whether you submitted the transfer request and any comments.

III. Rent Issues

When was the last recalculation performed? _____

Who conducted the recalculation? _____

What verifiable information was used for the recalculations? _____

If there is a change in the rent amount, what is the old amount? _____ New? _____

Other comments? _____

IV. Other Issues

Property Manager's Signature: _____ Date: _____

NOTE: If a Notice of Lease Termination has been issued against a tenant for this grievance request, please attach a copy of the Notice and all supporting documentation.

ATTACHMENT "E"

**PHA GRIEVANCE PROCESS FOR PUBLIC HOUSING
NOTIFICATION OF A GRIEVANCE HEARING**

(This notice is available in an alternative format if requested and translation is available.)

You have requested a grievance hearing to decide whether the action by PHA or failure to act regarding you was justified. You have the right to a fair hearing, with a decision by an impartial hearing officer, based only upon the evidence presented at the hearing. PHA shall present evidence and you have the right to respond or show why PHA should act differently.

⇒ You will be contacted by a PHA hearing coordinator to:

- 1) **schedule the grievance hearing** (you will receive written notification and at least ten (10) calendar days' notice);
- 2) **provide an opportunity to review records that you or PHA plan to present at the hearing**, at least three (3) business days before the hearing. You must identify records that you plan to present and you may review your file and have copies of anything relevant to your case, at your own expense. If there is a written request to see a record that a party has identified, but it is not provided before the hearing, the party who refused to provide it may not be able to use it at the hearing, other than in exceptional circumstances;
- 3) **identify any witnesses** that you plan to call at the hearing (this must be done at least three (3) business days before the hearing or they cannot testify); and
- 4) **confirm whether or not you wish to have an impartial Assistant Hearing Officer**, selected by the Resident Advisory Board, at your hearing who would NOT be acting on your behalf, as your representative or your advocate, but would have the role of providing impartial input to the Hearing Officer who will be making the decision.

⇒ Usually, PHA will present its **evidence** first. You may cross examine witnesses. All oral testimony shall be made under oath and under penalty of perjury. After PHA is finished, you may testify and present witnesses who have personal knowledge of the facts of the case to give their testimony and documents that have been shared with PHA in discovery (letters, doctors' reports, receipts, official notices, etc.)

⇒ **Representation:** At your own expense, you may have an attorney or other appropriate person, including an advocate from your tenant council, represent you at a hearing. If you obtain representation, you must notify the property manager or office at least three (3) business days prior to the hearing.

⇒ **Continuance.** The scheduled hearing may be continued to a later date if there is an unavoidable conflict, such as a health, safety or welfare issue, and this is at the discretion of the hearing officer.

⇒ **Failure to appear.** If either party is more than fifteen (15) minutes late, the hearing officer may make a determination to postpone the hearing for a time period not to exceed five business days or may make a determination that the party has waived his right to a hearing and so notify both parties. *Failure to appear at a hearing may result in a decision that you have waived your right to a hearing,* although you would still have any rights to proceed in court.

⇒ **Written transcription of the hearing.** The hearing is private, unless you wish for it to be public. However, either you or PHA may make arrangements in advance and at their own expense, to have the hearing transcribed and any interested party may purchase a copy of the transcript. Otherwise, no recording, photographs or videotaping of the hearing is permitted without the consent of the hearing officer.

⇒ **Reasonable Accommodation:** If you have a disability that could affect your ability to participate at the grievance hearing, you have the right to request a reasonable accommodation. You must specify the request before the hearing by contacting the PHA hearing coordinator or the property manager.

⇒ **Communication Assistance.** If necessary, you may request in advance that PHA provide for an interpreter or mechanical facility to overcome language or other communication disabilities. Children should not be brought as interpreters and generally are not to be brought to the hearing.

⇒ **Withdrawal of request for hearing.** You may withdraw your hearing request at any time by informing the housing authority, in writing, of your request.

⇒ **Judicial review:** Hearing decisions shall be final and binding upon all parties unless either party seeks timely judicial review. If the hearing decision is unfavorable to you, you may obtain judicial review of the decision.

⇒ **Violence Against Women Act (VAWA).** If you are a victim or threatened victim of domestic violence, dating violence, or stalking, you have certain protections under the VAWA, which applies to men as well as women. Please contact [Telephone Number: _____] if you have questions.

⇒ **Safety or other concerns.** Please contact the PHA hearing coordinator for any concerns related to the grievance hearing at phone number: 215- ____- ____.

ATTACHMENT "F"

Sample Grievance Hearing Decision

Hearing Date:

PARTIES:

[Name and address of Complainant]

REPRESENTATIVES:

[Indicate whether pro se or represented and, if so, by whom, with name and address]

v.

PHILADELPHIA HOUSING AUTHORITY
12 S 23rd Street – 6th Floor
Philadelphia, PA 19103

[name of counsel]

I. PROCEDURAL HISTORY

On _____, PHA notified the tenant of its intended action to _____, effective _____ . The tenant filed a grievance in a timely manner and participated in an informal settlement conference on _____. The decision from that settlement meeting was _____. The tenant timely filed a confirmation of the request for a hearing, following receipt of the settlement meeting decision. PHA then scheduled a hearing for _____, and gave notice of the hearing to the tenant on _____. The parties were provided with an opportunity to review documents identified in advance to be presented at the hearing.

II. ISSUES

[Brief neutral statement of the issues and laws, regulations and/or policies at issue]

III. HEARING SUMMARY

[Names of witnesses and summary of testimony – include a list of any exhibits admitted into evidence and made part of the hearing record].

IV. FINDINGS OF FACT and APPLICABLE AUTHORITIES

*[Specify the facts found to be true by a preponderance of the evidence presented, any facts of which official notice was taken **and** the applicable HUD regulations, PHA policies, portions of the lease or ACOP and/or other relevant legal bases for the decision].*

V. DECISION

[State the basis for the decision, what is to occur and what the decision is].

DATE: _____

Name of Grievance Hearing Officer: _____

Signature of Grievance Hearing Officer: _____

Name of Assistant Hearing Officer: _____

On _____, a copy of this hearing decision was sent by first class mail, postage prepaid, to the following:

[name and address of complainant;

PHA name and address]

****NOTICE TO THE PARTIES: If the tenant is not satisfied with the decision, an appeal may be filed in the Philadelphia Court of Common Pleas within thirty (30) calendar days of the date of this decision. Failure to file an appeal within the prescribed time may be deemed a waiver of rights.**