



## **PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING MINUTES**

**Thursday, May 20, 2021, 3 p.m.**

The regularly scheduled annual meeting of the Philadelphia Housing Authority (“PHA”) Board of Commissioners was conducted via a virtual platform, due to COVID-19 public health concerns and in accordance with PHA’s By-Laws that provide for remote participation, while respecting the goals and requirements of the Sunshine Act. The protocols for public participation, including opportunities to submit written or verbal comments and questions, were posted on the PHA website as of April 8, 2020, with directions for real-time public audio access for this meeting provided thereafter, as well.

The Chair, Lynette Brown-Sow, brought the meeting to order at approximately 3:02 p.m. and did a roll call of the Commissioners, to ensure that a quorum was present, which it was. All Commissioners participated: Commissioners Callahan, Camarda, Coney, Mayo, Purnell, Shahid, Wetzel, and Wise. Also participating were President & CEO (“CEO”) Kelvin A. Jeremiah and General Counsel and Board Secretary, Laurence M. Redican.

A moment of silence was observed, as requested by the Chair to prepare for the work to be done at the meeting, and the Chair noted that there had been an Executive Session just before the meeting, for matters confidential by law. The CEO reviewed the public comment procedure in place for the virtual meeting. He then made the following announcements, with congratulations for PHA’s grants team, as also appreciatively noted by the Chair:

- 1) PHA will receive \$10.2 million to provide eight hundred sixty-three (863) Emergency Housing Vouchers (EHVs), provided to assist individuals and families who are homeless, at risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or recently homeless.
- 2) HUD has announced that PHA will be awarded \$1.2 million to identify and reduce lead-based paint hazards in thousands of older public housing units, to be provided through HUD’s Public Housing Capital Fund, and targeted to public housing units currently occupied by families with young children.
- 3) PHA has received an award of almost \$3 million through HUD’s Jobs Plus program to help families increase their earned incomes and improve economic mobility, as it supports work readiness and connects public housing residents with employment, education, and financial empowerment services. PHA will use the funds to support employment and career readiness opportunities at Wilson Park, with those residents who participate in Jobs Plus having onsite access to job training programs through the PHA’s Workforce Center to prepare for high demand, living wage jobs with good benefits.
- 4) Starting in July, PHA’s Summer Food Service Program will offer breakfast and lunch in addition to comprehensive summer youth enrichment activities at twelve (12) PHA locations and is seeking job applications from PHA residents for the program.
- 5) Everyone was reminded to please remember that COVID-19 is still here, and to stay vigilant to keep everyone safe.

The Chair then asked whether there were any corrections or amendments to the minutes of the Board meeting of April 15, 2021, as submitted. Hearing none, the minutes were accepted as submitted.

Five (5) resolutions were presented, discussed, and unanimously approved.

**Resolution No. 12152**, attached in Appendix 1, was presented by Andrea Bowman, Corporate Secretary, to establish the schedule for regularly-scheduled public meetings of the PHA Board of Commissioners through May of 2022, as required under the amended By-Laws of the Board, as well as under the Sunshine Act, 65 Pa.C.S.A. §§ 701–716. The resolution had been sent for review to the Policy & Planning Committee and its Chair, Board Vice-Chair Wetzel, moved for its approval. The motion was seconded and, there being no discussion or public comment, for which an opportunity was provided (as it was for all the resolutions), the motion was unanimously approved, by roll call.

**Resolution 12153**, attached in Appendix 1, was presented by Andrea Bowman, Corporate Secretary, for the Board to approve the Fiscal Year 2021 Annual Reports for the committees of Risk Management and Audit, as well as the standing Board committees of Finance, Policy & Planning, and Resident Services, pursuant to their respective resolutions or charters, for the period from April 1, 2020 to March 31, 2021. The resolution had been sent for review to the respective committees, as well as the full Board. Following a motion from Commissioner Shahid, a second, and there being no discussion or public comment, the motion was unanimously approved, by roll call.

**Resolution No. 12154** attached in Appendix 1, was presented by Dave Walsh, Executive Vice President, Supply Chain Management (“EVP-SCM”), to authorize PHA to contract with Murphy’s Transporting Services, LLC, for moving and storage services in support of evictions, in an amount a total amount not to exceed one million seven hundred eighty-five thousand nine hundred thirty-six dollars (\$1,785,936.00). Commissioner Coney, as Chair of the Resident Services Committee, to which the resolution had been sent for review, moved for its approval. Following a second, a public comment received by email from Jennifer Bennetch (pursuant to the options available under the protocol for public comment at virtual meetings), was read and it is attached in Appendix 2. Dave Walsh responded to the comment, stating that under the proposed contract, there would be no requirement for a specific type of vehicle or a restriction to only one trip to recover items being stored. Thereafter, the motion was unanimously approved, by roll call.

**Resolution No. 12155**, attached in Appendix 1, was presented by Dave Walsh, EVP-SCM, to authorize PHA to contract with Pasad, LLC, for roof replacement services at Raymond Rosen, in a total amount not to exceed one million one hundred seventy-five thousand three hundred nine dollars (\$1,175,309.00). This resolution was also sent for review to the Finance Committee and its Chair, Commissioner Callahan, moved for its adoption. After a second, with there being no discussion or public comment, the motion was unanimously approved, by roll call.

**Resolution No. 12156**, attached in Appendix 1, was presented by Dinesh Indala, Executive Vice-President of Operations, to authorize PHA to enter into an Memorandum of Understanding with the Community College of Philadelphia (“CCP”) for a shared housing pilot program, consisting of sixteen (16) units in two (2) scattered site buildings that are now uninhabitable and vacant, with the units to be leased to CCP students who are homeless or at risk of being homeless. Board Vice-Chair Wetzel, Chair of the Policy & Planning Committee to which the resolution had been sent for review, moved for its approval. The motion was seconded. An email from Sterling Johnson, attached in Appendix 2, was read at the meeting, after which discussion ensued regarding the fact that the Pell grant criterion was not solely determinative, but was a factor in determining eligibility. The CEO stated that this would be clarified in the publication/advertisement process for eligible CCP students for this pilot program, and elsewhere, as appropriate, after which the motion was unanimously approved, by roll call.

For the **Public Comment period**, there were emailed comments from J. Bennetch and S. Johnson (attached in Appendix 2) that were read and one voicemail was played, pursuant to the protocols on the PHA website for public comment, which was from Ms. Hayes from Raymond Rosen about maintenance issues.

The CEO responded to the emailed public comments at the meeting, noting that the American Rescue Plan funds are for specific purposes and encouraging Sterling Johnson to advocate for additional funding for PHA, and also stating, with regard to Ms. Bennetch's comment re: policing at PHA, that he has sought to meet with her and brief her on what the model involves, so as to assist in clearing up her misconceptions and he looks forward to doing so.

Dinesh Indala, Executive Vice President of Operations, responded to the voicemail from Ms. Hayes.

Finally, in terms of PHA's effective focus on housing, the CEO shared a recent HUD notice, indicating that since August of 2015, PHA has preserved/expanded one thousand six hundred thirty-five (1635) units under the RAD Program, and expended, in the Philadelphia area for such development, approximately five hundred fifty-seven million dollars.

Congratulations were then extended to Wendi Barish, Senior Deputy General Counsel and Acting Vice President - Human Resources, for her recent success in the primary election for serving as a judge on the Court of Common Pleas in Philadelphia.

There being no further business, the Chair announced that the next meeting will be held on June 17, 2021. The meeting ended after a unanimously approved motion to adjourn, at approximately 4:50 p.m.

Respectfully submitted,



Laurence M. Redican  
General Counsel  
Philadelphia Housing Authority

## **APPENDIX 1**

**THE PHILADELPHIA HOUSING AUTHORITY  
ANNUAL MEETING OF THE BOARD OF COMMISSIONERS  
2013 RIDGE AVE., PHILADELPHIA, PA  
19121<sup>1</sup>  
THURSDAY, MAY 20, 2021, at 3 p.m.  
AGENDA**

---

- A. Call to Order** Lynette Brown-Sow, Chair of the Board of Commissioners
- B. Remarks** Kelvin A. Jeremiah, President & CEO
- C. Approval of Minutes** of the Board Meeting held April 15, 2021, as distributed.
- D. New Business**
1. **RESOLUTION ESTABLISHING THE SCHEDULE FOR REGULAR MEETINGS OF THE PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS THROUGH MAY OF 2022**  
  
Andrea Bowman
  2. **RESOLUTION ADOPTING THE FY 2021 ANNUAL REPORTS OF THE COMMITTEES OF AUDIT, RISK MANAGEMENT, FINANCE, POLICY & PLANNING, AND RESIDENT SERVICES**  
  
Andrea Bowman
  3. **RESOLUTION AUTHORIZING A CONTRACT FOR MOVING AND STORAGE SERVICES IN SUPPORT OF EVICTIONS WITH MURPHY'S TRANSPORTING SERVICES, LLC**  
  
Dave Walsh
  4. **RESOLUTION AUTHORIZING A CONTRACT FOR ROOF REPLACEMENT SERVICES AT RAYMOND ROSEN WITH PASAD, LLC**  
  
Dave Walsh
  5. **RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE COMMUNITY COLLEGE OF PHILADELPHIA TO OPERATE THE HOUSING FOR HIGHER EDUCATION LEARNING PILOT PROGRAM**  
  
Dinesh Indala
- E. Public Comment Period**

---

<sup>1</sup> This meeting is being conducted virtually, pursuant to the procedures on the PHA website at [www.pha.phila.gov](http://www.pha.phila.gov), due to safety and health concerns for our residents, staff, the Board, and the public, raised by the COVID-19 pandemic.

**RESOLUTION NO. 12152**

**RESOLUTION ESTABLISHING THE SCHEDULE FOR REGULAR MEETINGS OF THE PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS THROUGH MAY OF 2022**

**WHEREAS**, under Section 401 of the amended By-Laws of the Philadelphia Housing Authority (“PHA”) Board of Commissioners (“Board”), as adopted by Resolution No. 11724 on September 25, 2014, the annual meeting of the Board shall be held in either April or May of each year and at the annual meeting, “the Authority shall establish a schedule of its regularly scheduled meetings during the ensuing one-year period;” and

**WHEREAS**, by Resolution No. 12043, adopted by the Board on May 16, 2019, the Board established its schedule of regularly-scheduled meetings for upcoming year, which included this meeting; and

**WHEREAS**, this Board meeting is the Annual Board meeting for 2021; and

**WHEREAS**, Section 709 (a) of the Sunshine Act, 65 Pa. C.S.A. §§ 701–716 (“Sunshine Act”), requires, *inter alia*, public notice of an agency’s first regular annual meeting and that the agency “shall give public notice of the schedule of its remaining regular meetings;” and

**WHEREAS**, from this date until the next Annual Board meeting, which is to be held in April or May of 2022, the Board wishes to have the following regularly-scheduled Board meetings on the following dates, to be held at 2013 Ridge Ave., Philadelphia, PA 19121, at 3 p.m., unless changed by public notice at least two days (48 hours) prior to the meeting, such as if they are to be held virtually, as is currently being done and is publicized on the PHA website and in appropriate newspapers, with special meetings requiring 24 hours’ public notice, pursuant to the Sunshine Act:

Thursday, June 17, 2021

Thursday, July 15, 2021

*No August Meeting*

*Friday, September 17, 2021 (due to Yom Kippur)*

Thursday, October 21, 2021

Thursday, November 18, 2021

Thursday, December 16, 2021

Thursday, January 20, 2022

Thursday, February 17, 2022

Thursday, March 17, 2022

Thursday, April 21, 2022

Thursday, May 19, 2022

**BE IT RESOLVED**, that the PHA Board of Commissioners hereby adopts the schedule, as set forth above, for its regularly-scheduled meetings, from this date through May of 2022.

I hereby certify that this was  
APPROVED BY THE BOARD ON 5/20/2021  
*Lawrence M. Redica*  
ATTORNEY FOR PHA

**RESOLUTION NO. 12153**

**RESOLUTION ADOPTING THE FY 2021 ANNUAL REPORTS OF THE COMMITTEES OF AUDIT, RISK MANAGEMENT, FINANCE, POLICY & PLANNING, AND RESIDENT SERVICES**

**WHEREAS**, Section 501 of the amended By-Laws of the Philadelphia Housing Authority ("PHA") Board of Commissioners ("Board"), as adopted by Resolution No. 11724 on September 25, 2014, provides for establishing the standing Board Advisory Committees of Finance, Policy & Planning, and Resident Services (collectively, "Standing Committees"); and

**WHEREAS**, the charters of the Standing Committees were approved by the Board by Resolution No. 11777, on May 21, 2015; and

**WHEREAS**, each of the three (3) Standing Committee charters requires the respective committee to "[r]eport at least annually to the Board with respect to the activities of the Committee;" and

**WHEREAS**, the charter of the Audit Committee, most recently approved by the Board by Resolution No. 11785 on May 21, 2015, states in Section VI that the Audit Committee is to "submit a written, annual report to the Board summarizing its activities;" and

**WHEREAS**, pursuant to the Risk Management Framework, as adopted by the PHA Board of Commissioners on July 17, 2014, by Resolution No. 11721, the Risk Management Committee, which reports regularly to the Audit Committee, is also to provide the Board with an annual report; and

**WHEREAS**, the last annual reports submitted to the Board of Commissioners by the Standing Committees and the joint report submitted by the Audit Committee and the Risk Management Committee were for the period of Fiscal Year 2020, from April 1, 2019 to March 31, 2020, which reports were approved by Board Resolution No. 12096 on May 21, 2020; and

**WHEREAS**, the Audit Committee and the Risk Management Committee have prepared a joint FY 2021 report, and those two committees, as well as the three (3) Standing Committees, have distributed and presented their FY 2021 Annual Reports to the PHA Board of Commissioners, in substantially the form attached hereto, and the respective committees recommend their approvals;

**BE IT RESOLVED**, that the PHA Board of Commissioners hereby adopts and approves the FY 2021 Annual Committee Reports of the Audit Committee and Risk Management Committees, as well as those of the Board Standing Committees of Finance, Policy & Planning, and Resident Services, in substantially the form attached hereto.

I hereby certify that this was  
APPROVED BY THE BOARD ON 5/20/2021  
Thomas M. Redican  
ATTORNEY FOR PHA

*ATTACHMENT TO RESOLUTION RE: FY 2021 ANNUAL REPORTS OF THE COMMITTEES OF AUDIT, RISK MANAGEMENT, FINANCE, POLICY & PLANNING, AND RESIDENT SERVICES*

**FY 2021 ANNUAL REPORT OF THE AUDIT COMMITTEE  
AND THE RISK MANAGEMENT COMMITTEE  
OF THE PHILADELPHIA HOUSING AUTHORITY,  
FOR THE PERIOD FROM APRIL 1, 2020 – MARCH 31, 2021**

Pursuant to the amended Charter of the Audit Committee, as adopted by the Philadelphia Housing Authority (“PHA”) Board of Commissioners on May 15, 2015, by Resolution No. 11785, the Audit Committee is to report at least annually to the Board with respect to the activities of the Committee. The Risk Management Committee, which reports regularly to the Audit Committee, is also to provide the Board with an annual report, pursuant to the Risk Management Framework as adopted by the PHA Board of Commissioners on July 17, 2014, by Resolution No. 11721.

This report is for both committees and covers the time period from April 1, 2020 – March 31, 2021, which is the Fiscal Year 2021 for PHA (“FY 2021”).

**Voting Members:**

The voting members of the Audit Committee during all of FY 2021, as appointed by the Board, were:

Frederick S. Purnell, Sr.: a PHA Commissioner, appointed for a two-year term on March 16, 2017, by Board Resolution No. 11920 and re-appointed for a 2-year term on March 21, 2019, by Resolution No. 12036, and March 18, 2021, by Resolution No. 12141;

Chenora Burkett: appointed by the Board on February 15, 2018, by Resolution No. 11976, and re-appointed for a 2-year term by Resolution No. 12080 on February 20, 2020;

Francis McLaughlin: appointed for a two-year term by the Board, by Resolution No. 12007 on July 19, 2018; and re-appointed for a 2-year term on July 16, 2020, by Resolution No. 12103;

Bonnie Camarda: a PHA Commissioner, appointed to a two-year term by Resolution No. 12013 on September 20, 2018 and re-appointed for a 2-year term on September 17, 2020, by Resolution No. 12108;

**Officers:**

In FY 2021, as elected by the committee, Commissioner Purnell was the Chair and Commissioner Camarda was the Vice Chair.

**Advisory Members:** Under the Audit Committee Charter, its Advisory Members are PHA’s Executive Vice President of the Office of Audit and Compliance (“OAC”) and PHA’s Senior Executive Vice President of Finance - Chief Financial Officer (“CFO”).

During the reporting period, **Janea Jordon** was Executive Vice President of OAC and served on the Audit Committee for all of FY 2021, as did **Celeste Fields**, Senior Executive Vice President/ Chief Administrative & Financial Office.

Under the charter, the Committee is to meet at least four (4) times a year (no less than quarterly). The Audit Committee held five (5) meetings in the twelve-month reporting period, which were held virtually, via WebEx, due to the COVID-19 pandemic. Meetings were held on April 15, 2020, June 15, 2020, September 15, 2020, December 10, 2020 and March 16, 2021.

Pursuant to the charter of the Audit Committee, the Committee's responsibilities are in the areas of ensuring:

- 1) the integrity of financial reporting (including selecting an auditor then coordinating with PHA's Executive and Finance departments);
- 2) the adequacy of internal controls (including risk management and working with the Office of Audit and Compliance, and PHA's departments of Finance and Information Systems); and
- 3) compliance with statutory and regulatory requirements (including working with the independent auditor and PHA's Offices of General Counsel and Audit and Compliance).

Pursuant to the responsibilities set forth in the charter, and as detailed in the Audit Committee meeting minutes for the reporting period, the work of the committee included detailed presentations and discussion regarding internal and external audits from the auditors and the Office of Audit and Compliance, as presented by both; reviewing areas of particular attention for the purposes of the audits; reports from PHA and the external auditors regarding compliance updates; presentations of regular reports from PHA's Risk Management Committee in the Office of General Counsel, and informational updates from PHA's President & CEO, Kelvin Jeremiah.

The participants in the Audit Committee meetings included the external auditors and PHA staff, as appropriate, as well as the voting and advisory members, and PHA President & CEO Kelvin Jeremiah. A quorum of the voting members participated in all the meetings in 2021.

PHA's external auditor continued to be RSM, whose representatives met with the committee, both formally as a group and in informal discussions, regarding the annual independent audit. Despite the challenges of doing the audit during a time period that required virtual meetings, due to the COVID-19 pandemic, the very efficient working relationship between RSM and PHA helped keep the audit on track. The comprehensive annual financial report and the associated financial statement for the period of April 1, 2019 through March 31, 2020, were again completed in a very timely manner and were recommended by the Audit Committee to the Board for approval, after review and discussion by the Audit Committee. Approval was granted by the PHA Board of Commissioners by Resolution No. 12114 on October 15, 2020.

The Risk Management Committee is to report annually to the Board as to its activities and also provides regular reports during the year to the Audit Committee, with a representative from the committee attending the Audit Committee meetings to present those reports and answer questions regarding them.

In FY 2021, the Risk Management Committee met on July 15, 2020 and November 20, 2020.

During the reporting period, its members were: **Wendi Barish**, Senior Deputy General Counsel – Office of General Counsel (“OGC”); **Thomas Callahan**, Senior Counsel, Risk Management – OGC; **Joseph Marker**, Former Chief of Public Safety - Police Dept.; **Antoinette Eberhart**, Former Deputy Chief/Current Chief Public Safety - Police Dept.; **Lynda Enaco**, Risk Administrator - OGC; **Celeste Fields**, Senior Executive Vice President of Finance - Chief Financial Officer; **Faisal Hassan**, Executive Vice President - Information Systems Mgt. & CITO; **Bret Holden**, Vice President - Leased Housing; **Dinesh Indala**, Executive Vice President - Housing Operations; **Janea Jordon**, Executive Vice President - Audit & Compliance; **Hagop Keshishian**, Vice President of Maintenance - Housing Operations; **Joseph Marker**, Chief of Public Safety - Police Dept.; **Josh McQuoid**, Acting Assistant Vice President - Human Resources; **Stacey Thomas**, Acting Manager - Labor and Employee Relations - HR; **Nnena Ukwa**, Vice President - Finance; and **David Walsh**, Executive Vice President - Supply Chain Mgt.

The Risk Management Committee attempts to identify and manage risks that could impact PHA's operations and results. Therefore, as detailed in the minutes for those meetings and as reported to the Audit Committee, the areas reviewed at the meetings of the Risk Management Committee included:



reports on fire drills conducted at PHA locations; reports on safety trainings conducted at PHA by its insurers and broker; claims trends for workers compensation, general liability, and automobile; and an explanation of insurance coverages in place for PHA. Recommendations are also made for new coverages and changes in limits of coverage.

## FY 2021 ANNUAL REPORT OF THE FINANCE COMMITTEE OF THE PHILADELPHIA HOUSING AUTHORITY, FOR THE PERIOD FROM APRIL 1, 2020 – MARCH 31, 2021

Pursuant to the Charter of the Finance Committee, as adopted by the Philadelphia Housing Authority (“PHA”) Board of Commissioners on May 21, 2015, by Resolution No. 11777, the Finance Committee is to report at least annually to the Board with respect to the activities of the Committee.

This report covers the time period from April 1, 2020 – March 31, 2021, which is the Fiscal Year 2021 for PHA (“FY 2020”).

The members of the Finance Committee for the reporting time period were the following Board of Commissioner members, all of whom were appointed as members by the Chair of the PHA Board of Commissioners, Lynette Brown- Sow:

Leslie Callahan, Chair of the Finance Committee, as appointed by the Chair of the PHA Board,  
Bonnie Camarda,  
Ishmail Shahid, and  
Herbert Wetzel

Commissioners Callahan, Camarda and Wetzel were members for the entire reporting period and Commissioner Shahid was a member as of January 7, 2021, (which was when he joined the Board and was appointed to the committee by the Board Chair).

Pursuant to the charter of the Finance Committee, the role of the Committee requires that it:

shall be responsible for recommending financial policies, goals and budgets that support the mission, values and strategic goals of PHA. The Committee shall also regularly review the financial performance of PHA compared with its goals and the financial implications of major transactions and programs. The Committee’s role is advisory and it is not authorized to take any official action on behalf of the Board. The primary responsibilities of the Committee are to: 1) assist the Board with securing and maintaining PHA’s sound financial status; 2) provide advice to the Board and PHA management regarding the adoption or amendment of financial strategies or policies; and 3) ensure responsible fiscal practices.

The Committee is to meet at least four (4) times a year (no less than quarterly).

The Finance Committee had nine (9) meetings in FY 2021, all of which had a quorum. The meetings were held virtually, via WebEx, due to the COVID-19 pandemic. The committee met every month with the exception of the months of May, August, and November of 2020. There was no Board meeting in August 2020 (as per its annual schedule of regular meetings) and no resolutions were assigned to the committee for review in the other two (2) months when it did not meet.

In FY 2021, the committee reviewed twenty-six (26) resolutions for recommendation to the Board of Commissioners.

Celeste Fields, Senior Executive Vice President of Finance - Chief Financial Officer, provided three presentations to the Finance Committee: 1) FY 2021 Financial Overview, 2<sup>nd</sup> Quarter, presented in October 2020; 2) PHA Midyear Budget Review, presented in January 2021; and 3) the proposed FY 2021 Comprehensive Operating and Capital Budgets, presented in February 2021. These presentations were sent to the full Board following approval by the Finance Committee.

The Finance Committee activities also assisted the Board with securing and maintaining PHA's sound financial status (PHA maintained its A+ S&P rating, as of September 2020, and was upgraded to "Positive" from "Stable," with that revision reflecting S&P's opinion of PHA's improving financial performance), provided advice to the Board and PHA management regarding the adoption or amendment of financial strategies or policies, and ensured that responsible fiscal practices were followed, by its review and recommendations regarding expenditures appropriately brought to the Board under PHA's Controlled Policy & Procedure #10 and overall budget matters.

In addition, the committee reviewed, made recommendations as appropriate, and monitored PHA's annual operating budget and annual capital budget consistent, with the long-term financial plan and financial policies, as assisted by the presentations from the Finance Department and regular updates from the President & CEO as to federal funding updates and related matters.

## FY 2021 ANNUAL REPORT OF THE POLICY & PLANNING COMMITTEE OF THE PHILADELPHIA HOUSING AUTHORITY, FOR THE PERIOD FROM APRIL 1, 2020 – MARCH 31, 2021

Pursuant to the Charter of the Policy & Planning Committee, as adopted by the Philadelphia Housing Authority ("PHA") Board of Commissioners on May 21, 2015, by Resolution No. 11777, the Policy & Planning Committee is to report at least annually to the Board with respect to the committee activities.

This report covers the time period from April 1, 2020 – March 31, 2021, which is the Fiscal Year 2021 for PHA ("FY 21").

The members of the Policy & Planning Committee during that reporting time period have been the following Board of Commissioner members, all of whom were as appointed as members by the Chair of the PHA Board of Commissioners, Lynette Brown-Sow, and all served for the entire reporting period:

Herbert Wetzel, the elected Vice-Chair of the Board and Chair of the Policy & Planning Committee, as appointed by the Chair of the PHA Board,  
Bonnie Camarda,  
Asia Coney, and  
Frederick S. Purnell, Sr.

Pursuant to the charter of the Policy & Planning Committee, the role of the Committee requires that it:

shall provide oversight and guidance in the development and implementation of PHA's structure, policies and processes. The Committee's role is advisory and it is not authorized to take any official action on behalf of the Board. The primary responsibilities of the Committee are to: 1) assist the Board with developing and maintaining PHA's mission, vision, and strategic direction, 2) oversee the development of PHA's policies and 3) provide advice to the Board and PHA

management regarding the adoption or amendment of PHA policies or other action by PHA involving matters of public policy, when such matters are not otherwise to be determined by another committee of the Board.

The Committee is to meet at least four (4) times a year (no less than quarterly).

The Policy & Planning Committee had eight (8) meetings in the twelve-month reporting period for FY 2021, all which had a quorum. The committee met every month with the exception of the months of July, August and September of 2020, and February 2021. The Board did not meet in August 2020 (as per its annual schedule of regular meetings) and no resolutions were assigned to the committee for review in the other three (3) months when it did not meet.

In FY 2021, the committee reviewed eighteen (18) resolutions for recommendation to the Board of Commissioners.

The Policy & Planning Committee continued to be involved in initiatives and strategy for the continued revitalization of the Sharswood/Blumberg, Norris, and other neighborhoods, to increase and preserve affordable housing by a number of effective and creative means, including decisions regarding land use, disposition, development, and ownership of developments to be transferred from tax credit partners; Rental Assistance Demonstration (“RAD”) amendments for transfers of assistance; determinations as to operating subsidies; amendments to the Admissions and Continued Occupancy Policies for public housing and the Administrative Plan applicable to the Housing Choice Voucher Program; reviewing the Moving-to-Work Plan and amendments; reviewing PHA’s proposed creation of housing opportunities for the homeless and harder-to-serve populations, and a number of other policy initiatives.

## FY 2021 ANNUAL REPORT OF THE RESIDENT SERVICES COMMITTEE OF THE PHILADELPHIA HOUSING AUTHORITY, FOR THE PERIOD FROM APRIL 1, 2020 – MARCH 31, 2021

Pursuant to the Charter of the Resident Services Committee, as adopted by the Philadelphia Housing Authority (“PHA”) Board of Commissioners on May 21, 2015, by Resolution No. 11777, the Resident Services Committee is to report at least annually to the Board with respect to the activities of the Committee.

This report covers the time period from April 1, 2020 – March 31, 2021, which is the Fiscal Year 2021 for PHA (“FY 2021”).

The members of the Resident Services Committee during the entire reporting time period have been the following Board of Commissioner members, as appointed as committee members by the Chair of the PHA Board of Commissioners, Lynette Brown- Sow:

Asia Coney, Chair of the Resident Services Committee, as appointed committee chair by the Chair of the PHA Board;  
Ethel M. Wise; and  
Belinda Mayo

Pursuant to the charter of the Resident Services Committee, the role of the Committee requires that it:

shall be responsible for the promotion of resident programs and services in support of PHA’s mission. The Committee’s role is advisory and it is not authorized to take any official action

on behalf of the Board. The primary responsibilities of the Committee are to: 1) assist the Board in determining the most productive and appropriate ways to enrich the lives of PHA residents and promote opportunities to achieve financial independence; 2) provide advice to the Board and PHA management regarding the adoption or amendment of strategies or policies related to resident services; and 3) enhance the interface between PHA, the Board and PHA residents.

The Committee is to meet at least four (4) times a year (no less than quarterly).

The Resident Services Committee had six (6) meetings in FY 2021, with five (5) having a quorum. During a number of those meetings, five (5) resolutions were reviewed. Also presentations were made by the department of Resident Programs and Partnerships that covered, among other things, the Section 3 Resource Center and Youth Programming; Resident-Centric Strategies to Address COVID 19; and information on food initiatives, virtual learning alternatives, the role of PHA's after-school partners, and the importance of having not only tablets or other devices for online activities and learning, but also means of connectivity that are of good quality, reliable, and affordable.

These activities were geared towards fulfilling the committee's role of promoting resident programs and services, as well as resident involvement and participation.

**RESOLUTION NO. 12154**

**RESOLUTION AUTHORIZING A CONTRACT FOR MOVING AND STORAGE SERVICES IN SUPPORT OF EVICTIONS WITH MURPHY'S TRANSPORTING SERVICES, LLC**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has identified a need for moving and storage services in support of evictions and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

**WHEREAS**, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

**WHEREAS**, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

**WHEREAS**, based upon the consensus evaluation and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to Murphy's Transporting Services, LLC; and

**WHEREAS**, work is to be assigned to the awardee at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered within the terms of the contract at any time during the course of the contract at the discretion of the contracting officer; and

**WHEREAS**, it is recommended that the amount to be expended under the contract shall not exceed one million seven hundred eighty-five thousand nine hundred thirty-six dollars (\$1,785,936.00) with a two-year base period and three (3) one-year option periods, as follows:

- 1) The not-to-exceed amount for the two-year base period is seven hundred eighty-four thousand four hundred eighty-three dollars (\$784,483.00);
- 2) The not-to-exceed amount for the first one-year option period is four hundred nine thousand nine hundred eighty-seven dollars (\$409,987.00);
- 3) The not-to-exceed amount for the second one-year option period is four hundred twenty-two thousand three hundred twelve dollars (\$422,312.00); and
- 4) The not-to-exceed amount for the third one-year option period is one hundred sixty-nine thousand one hundred fifty-four dollars (\$169,154.00);

**BE IT RESOLVED**, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with Murphy's Transporting Services, LLC for a total amount not to exceed one million seven hundred eighty-five thousand nine hundred thirty-six dollars (\$1,785,936.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract, including determining whether the options available under the contract shall be exercised.

I hereby certify that this was  
APPROVED BY THE BOARD ON 5/20/2021

  
ATTORNEY FOR PHA

**RESOLUTION NO. 12155**

**RESOLUTION AUTHORIZING A CONTRACT FOR ROOF REPLACEMENT SERVICES AT  
RAYMOND ROSEN WITH PASAD, LLC**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") has identified a need for roof replacement services at Raymond Rosen and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

**WHEREAS**, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

**WHEREAS**, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

**WHEREAS**, based upon the consensus evaluation and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to Pasad, LLC; and

**WHEREAS**, work is to be assigned to the awardee at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered within the terms of the contract at any time during the course of the contract at the discretion of the contracting officer; and

**WHEREAS**, it is recommended that the amount to be expended under the contract shall not exceed one million one hundred seventy-five thousand three hundred nine dollars (\$1,175,309.00) for a two-year contract period;

**BE IT RESOLVED**, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with Pasad, LLC for a total amount not to exceed one million one hundred seventy-five thousand three hundred nine dollars (\$1,175,309.00), subject to the availability of funds therefor, 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 5/20/2021  
[Signature]  
ATTORNEY FOR PHA

RESOLUTION NO. 12156

**RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE PHILADELPHIA HOUSING AUTHORITY AND THE COMMUNITY COLLEGE OF PHILADELPHIA TO OPERATE THE HOUSING FOR HIGHER EDUCATION LEARNING PILOT PROGRAM**

**WHEREAS**, the Philadelphia Housing Authority ("PHA") is a participant in the Moving to Work Demonstration Program of the U.S. Department of Housing and Urban Development ("HUD"), which authorizes the agency to waive certain requirements of the U.S. Housing Act of 1937, 42, U.S.C. §1437 *et seq.*, to reflect the local needs of low-income families, and generally for the purposes of creating administrative efficiencies, increasing housing choices, and promoting self-sufficiency; and

**WHEREAS**, PHA and the Community College of Philadelphia ("CCP") have agreed to work together to further their mutual goals of assisting low income students who are homeless or at risk of being homeless to assist them in obtaining positive educational outcomes; and

**WHEREAS**, PHA and CCP desire to enter into a Memorandum of Understanding to set the parameters of the above-described collaboration to be known as the Housing for Higher Education Learning Pilot Program" (the "Housing HELP Program"), in substantially the form attached to this Resolution; and

**WHEREAS**, this Memorandum of Understanding will provide the structure for the formal relationship between PHA and CCP;

**BE IT RESOLVED**, that the PHA Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee to execute and take any and all actions needed to effectuate the intent of said Memorandum of Understanding, as set forth above and in the attachment to this resolution, including, but not limited to, executing any agreements or grants necessary for the implementation of the Housing HELP Program, subject to the availability of funds therefor.

I hereby certify that this was  
APPROVED BY THE BOARD ON 5/10/2011

Alan M. Lodice  
ATTORNEY FOR PHA

**Memorandum of Understanding  
Between  
The Philadelphia Housing Authority  
And  
Community College of Philadelphia**

This **Memorandum of Understanding** (“MOU”), is entered into this day of May 2021 by and between The Philadelphia Housing Authority (“PHA”), a public body, corporate and politic, organized and existing as a public housing authority in accordance with the Housing Authorities Law of 1937, as amended, which appears at Title 35, §1541 *et seq.*, of the Pennsylvania Statutes (“**Housing Law**”) and having its principal office and place of business at 2013 Ridge Ave, Philadelphia, PA 19121 and Community College of Philadelphia (“CCP”) a public institution of higher education, with its main location at 1700 Spring Garden Street, Philadelphia, PA 19130, with both referred to, together, in this MOU as the “**Parties**”;

**WHEREAS**, PHA was created and organized in accordance with the provisions of the Housing Law for purposes that include providing safe and sanitary dwelling accommodations for persons of low income; and

**WHEREAS**, PHA owns, operates and manages rental housing for qualifying tenants in the City of Philadelphia (the “**City**”) pursuant to the Housing Law and the United States Housing Act of 1937, 42 U.S.C. §1437 *et seq.*, (“**Housing Act**”); and

**WHEREAS**, PHA is a participant in the Moving to Work (“**MTW**”) program of the United States Department of Housing and Urban Development (“**HUD**”), which authorizes the PHA to waive certain requirements of the Housing Act to reflect the local needs of low-income families, and generally for the purposes of creating administrative efficiencies, increasing housing choices, and promoting self-sufficiency; and

**WHEREAS**, part of the vision and mission of CCP is to serve Philadelphia as a premier public institution of higher education where student success exemplifies the strength of a diverse, urban community college and accessible and affordable education is designed to optimize opportunities for student participation; and

**WHEREAS**, PHA and CCP have agreed to work together to further their mutual goals of assisting homeless individuals/families, as defined below, that lack permanent and stable housing, in transitioning, through education, to self-sufficiency and permanent housing; and

**WHEREAS**, the above-described collaboration shall be known as Housing for Higher Education Learning Pilot Program (“**Housing HELP Program**”) referred to in this Agreement as the “**Shared Housing Program**.”

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and incorporating the foregoing by reference herein, the parties hereto, intending to be legally bound, agree as follows:

**A. Definitions**

1. “**Commencement Date**” means August 1, 2021.
2. “**Housing Opportunity**” means residency under the Shared Housing Program, which includes compliance with PHA requirements for residing in a housing unit owned or operated by PHA. Housing Opportunities will be located in public housing units in PHA’s scattered site portfolio and/or other



appropriate public housing units near CCP. The Housing Opportunities in the Shared Housing Program shall place three or more unrelated adults (over the age of 18) in a public housing unit. The Housing Opportunity shall be subject to any applicable extensions of this MOU by the Parties and the availability of required funding.

3. **“Lack of permanent or stable housing”** means someone who is homeless and or/lacks a stable and consistent dwelling unit, including but not limited to a person who is: (1) staying with friends or family without a lease, (2) squatting, (3) living in a homeless shelter, or (4) living in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings.

4. **“Participant”** means an eligible student of CCP who is suffering from housing instability, has been chosen by CCP to participate in the Shared Housing Program created pursuant to this MOU, and who satisfies any and all additional requirements established by PHA for the Shared Housing Program, hereinafter referred to as “PHA Participant Requirements.”

5. **“PHA Participation Requirements”** determination that the participants are (i) low income (under 80% of area AMI), (ii) who currently lack permanent or stable housing (iii) can pass a Pennsylvania criminal background checks with no recent convictions for felonies involving violent crimes (since this is a pilot program under a shared housing model, PHA will consider the type of crime of which the participant was convicted, as well as the amount of time that has passed since the conviction. Admission of anyone who has a criminal background will be reviewed on a case-by-case evaluation along with any relevant mitigating information).

## **B. PHA Responsibilities**

1. PHA will provide Housing Opportunities in two (2) buildings each with multiple units, as **“CCP Student Dedicated Units,”** which are located at 535 N. 11<sup>th</sup> Street and 544 N. 10<sup>th</sup> Street, Philadelphia PA, with up to sixteen (16) bedrooms. Each Participant will be provided with a bedroom for their exclusive use and shall share common living areas with other students. The CCP Student Dedicated Units shall be exclusively available for Participants.

2. PHA shall:

a. Maintain the CCP Student Dedicated Units, including the building facilities, common areas and grounds, not otherwise assigned to Participant for maintenance and upkeep, in a decent, safe and sanitary condition.

b. Furnish running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of year, as required by law.

c. Furnish electricity and/or gas, with the rent paid by the Participant to include the cost of heat, sewer, water, electricity, and any other utilities provided to, or used or consumed in or on Housing Opportunity, except for telephone, cable and internet services.

d. Make needed repairs promptly.

e. Provide inspection of the unit by PHA or qualified maintenance staff.

f. Adequately complete any repairs needed to make safe any hazardous or emergency conditions related to the repair request.

- g. Complete emergency repairs within 24 hours.
  - h. Complete and process all necessary work orders required to initiate the correction of a condition. PHA shall complete all non-emergency repairs in an adequate, competent and professional manner, within an average of thirty (30) days from the notification date, unless PHA can demonstrate good cause.
  - i. Comply with requirements of applicable building codes, housing codes and HUD regulations affecting health and safety.
  - j. Maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, appliances, elevators and other facilities that are supplied or required to be supplied by PHA.
  - k. Collect rent from the Participant on a monthly basis, which shall not exceed 30% of their income, but shall not exceed \$125.00 per month, per Participant. The total rent collected for each CCP Student Dedicated Unit shall not exceed \$365.00 per month.
  - l. Screen CCP-referred, eligible students for compliance with PHA Participation Requirements and select Participants for the Shared Housing Program.
  - m. Match Participants for the Shared Housing Program for housing together in a Student Dedicated Unit, maintain and manage any leasing agreements and leasing arrangements for Participants, manage landlord-tenant issues, and remove non-compliant Participants.
3. PHA agrees to work with CCP to assist the Participants with the Shared Housing Program to the extent permitted by the lease and applicable laws and regulations.
4. PHA commits to inform CCP of eligibility or lease violations by Participants selected for the Shared Housing Program. PHA commits to sending copies of such notices to CCP's Program Coordinator for any Participant who has not complied with PHA requirements and is in danger of being removed from the Shared Housing Program to allow CCP an opportunity to work with the Participant to determine if there is an appropriate method to resolve the situation prior to removal. The final decision on removing a Participant shall reside with PHA.
5. If a Participant does not maintain eligibility requirements for the Shared Housing Program, including PHA Participation Requirements, PHA shall remove any such individual from the Shared Housing Program; provided that such individual have a reasonable opportunity, as determined by PHA, to regain eligibility status and provided that each individual be provided with a reasonable and fair transition process to secure alternate housing.
6. PHA will take such steps as it deems reasonably necessary to implement the Shared Housing Program and this MOU, including any revisions to policies or other documents, to the extent feasible.
7. PHA will identify to CCP a PHA liaison "**PHA Program Liaison**" who shall serve as the primary PHA contact for programmatic issues and concerns relating to the Shared Housing Program and who will address individual tenancy issues.

8. Prior to implementing any changes to the Shared Housing Program rules or requirements for which PHA has primary implementation responsibility, PHA shall provide reasonably timely prior written notice to CCP.

9. PHA shall provide to CCP the information and data necessary for CCP to comply with its reporting responsibilities and with any other reasonable information or data requested by CCP, provided that the disclosure of information does not violate any legal restrictions. CCP shall provide PHA with a minimum of twenty (20) days' prior notice in connection with any request for information or data, unless a shorter timeframe is necessary.

10. PHA will meet with CCP quarterly, or as often as otherwise agreed to by the Parties, to review Shared Housing Program goals and progress.

11. PHA will maintain the confidentiality of any student educational records shared with it under the Shared Housing Program and will only use such information for purposes of determining eligibility to become and/or remain a Participant.

### **C. CCP Responsibilities**

1. CCP shall provide to PHA, the information and data about the Participants necessary for PHA to comply with its reporting responsibilities to its funding and regulatory agencies and with any other reasonable information or data requested by PHA. PHA will treat all information about Participants as confidential except as needed to comply with its funding and regulatory agency requirements. Primarily, CCP will provide information to ensure that the Participants are still students at CCP. PHA shall provide CCP with a minimum of twenty (20) days' prior notice in connection with any request for information or data requests, unless a shorter timeframe is necessary.

2. CCP will appoint a CCP Program Coordinator who will meet quarterly, or as often as otherwise agreed to by the Parties, with PHA to review program goals and progress.

3. CCP will take such steps as are necessary to implement the Shared Housing Program and this MOU.

4. CCP shall screen eligible students to refer to PHA to qualify as Participants in the Shared Housing Program. Eligible students must be: (1) enrolled in at least six (6) credits at CCP; (2) be Pell eligible; (3) lack stable or secure housing; and (4) be in good standing at CCP. In order to maintain eligibility for the Shared Housing Program, Participants must continue to remain enrolled at CCP each Fall and Spring semester for at least 6 credits unless they apply in writing for a one-semester exemption. One-semester exemptions must be based on good cause which shall be reviewed and approved by the CCP Program Coordinator and the PHA Liaison. Participants must also meet any attendance requirements for all enrolled courses and maintain good standing. Participants will be required to sign releases under the Family Educational Records and Privacy Act ("FERPA") to enable CCP to be able to share such information with PHA.

5. CCP shall refer eligible students to PHA, to be considered as Participants, who will have to meet the PHA Program Participation Requirements.

6. CCP shall provide the Participants with the following support services ("Student Support Services"):

- a. Work with the Participants to establish a stability plan at start of residence to be monitored annually for the goal of establishing secure, permanent housing;

- b. Provide a Campus Support Champion for foster care system-involved students through the *Fostering Caring Connections* Program;
- c. Screen students for eligibility of additional resources through Single Stop;
- d. Provide academic advising services each semester;
- e. Provide academic-related counseling services as needed;
- f. Provide Learning Lab tutoring and online tutoring through Tutor.com;
- g. Assist with scholarship process for tuition assistance and other emergency funds; and
- h. Provide assistance through Career Connections for job search, career readiness supports and other programming.

**D. Insurance and Indemnification**

1. PHA shall maintain commercially reasonable general liability and property insurance suitable for its properties and leasing arrangements.

2. PHA shall indemnify and hold harmless CCP, the Community College of Philadelphia Foundation, and their respective trustees, officers, employees, contractors and agents from any and all claims arising out of PHA's provision of housing to the Participants, and/or in connection with its duties, obligations under the Shared Housing Program, and services under this MOU.

3. CCP shall indemnify and hold harmless PHA and its directors, officers, employees, contractors, and agents from any and all claims arising out CCP's educational or Student Support Services offered to the Participants, and in connection with its duties and obligations under the Shared Housing Program and this MOU.

4. Notwithstanding anything in this MOU to the contrary, neither party waives any rights or immunities to which it is entitled and any indemnity granted by either party shall be subject to the immunities and limitations on liability set forth in the Political Subdivision Tort Claims Act (the "Tort Claims Act"), 42 Pa. C.S.A. §§8541-8564, and the statutory limits thereof. The provisions of the Tort Claims Act are incorporated by reference herein. Nothing herein shall be construed as waiving any party's rights or immunities granted by the Tort Claims Act or as conferring upon third parties any rights against CCP or PHA not specifically granted by the Tort Claims Act.

**E. Term**

Subject to Section F hereof, this MOU shall become effective on the Commencement Date and have a term of 36 months (the "Initial Term"). Upon the expiration of the Initial Term, the MOU shall, without the necessity of a writing extending or renewing the Term hereof, renew for another term of twelve (12) months. Thereafter, any further renewals or extensions of the Term of this MOU must be in a writing signed by the Parties. This MOU may be amended or extended at any time by further written consent of the Parties to the MOU.

## **F. Termination**

Either PHA or CCP may terminate this MOU for the material nonperformance of the terms of this MOU by the other party if, within thirty (30) days after written notice is delivered by the performing party to the non-performing party setting forth the nature of the non-performance, the non-performing party fails to undertake reasonable efforts to cure such default within such thirty (30) day period or such other reasonable period agreed to by the parties.

Termination of this MOU, by either party, shall not affect the rights of Participants currently in the Program with respect to their enrollment with CCP or their lease agreements with PHA. In the event this MOU is terminated, the Parties will cooperate with one another to ensure an orderly termination of the Program that minimizes impact upon Participants in the Program.

## **G. Amendment**

This MOU cannot be altered, changed, modified or amended except in writing signed by the Parties hereto.

## **H. Counterparts**

This MOU may be executed in one or more counterparts, all of which taken together shall constitute one document.

## **I. No Rights or Privileges**

This MOU and the covenants set forth herein are for the sole benefit of the parties hereto; no other person shall have any right, claim or interest, beneficial or otherwise, herein, and no person or persons other than the parties hereto shall have any right to bring any action relating to the subject matter of this MOU or any party's performance hereunder.

This MOU shall not be construed to create any employment relationship between the parties, or any employee, agent, or a contractor of the party. An employee, agent, or contractor for one party shall not be considered to be an agent, employee or contractor of the other party merely because a party has assumed and is exercising the duties and responsibilities outlined in this MOU. Each party remains responsible for the direction, supervision, and control of its employees, agents, or contractors.

## **J. Applicable Law**

The MOU shall be governed by the laws of the Commonwealth of Pennsylvania ("State"), without reference to its provisions concerning conflicts of laws.

The Parties shall comply with all applicable Federal, State, and City statutes, ordinances, rules and regulations, including those pertaining to wages, hours and conditions of employment. Each party shall comply at all times with applicable non-discrimination law and not discriminate against the eligible students or Participants on the basis of race, color, creed, religion, gender, national origin, sexual orientation, gender identity, disability, age, veteran status or any other category protected under applicable federal, state or local law.

Each party will work within its own departmental mandates and policies. Nothing contained herein supersedes the statutes, rules and regulations governing each party. To the extent that any provision of this MOU is inconsistent with any such statute, rule or regulation; the statute rule or regulation will prevail. In the event there is a conflict between the statutes, rules, or regulations applicable to PHA and

those applicable to CCP and such conflict has a direct effect on the parties' ability to effectuate the terms of this MOU, the parties agree to use their best efforts to resolve such conflict in a manner consistent with the intent of this MOU, and that complies with the applicable statutes, rules, regulations and codes.

**K. Severability**

If any provision of the MOU is invalid, illegal, or unenforceable in any respect, such provision will be modified or amended to the extent necessary to remove the invalidity, illegality, or unenforceability. In the event an amendment or modification is necessary, such amendment or modification will be interpreted in a manner most closely approximating the intentions of the Parties as expressed herein. If the amendment or modification of such provision is not possible, such provision shall be severed from this MOU and the other provisions will remain in full force, and such provision shall be removed so as not to affect any other provision in this MOU.

**L. Notice**

All notices, including without limitation demands, requests, consents and other communications required or relating to this MOU shall be effective only if in writing, and shall be personally delivered, transmitted via facsimile, or transmitted electronically via email, or shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid, or shall be delivered by recognized overnight courier service, such as Federal Express, to the other party at its address set forth below in this paragraph, or at such other address as such party shall designate by notice, and shall be effective when delivered to such address. Any confirmation receipt of facsimile, confirmation receipt of email and/or official U.S. Postal Service delivery receipt shall constitute conclusive proof of such delivery.

**If Sent to PHA:**

Attention: Kelvin Jeremiah  
President & CEO  
The Philadelphia Housing Authority  
2013 Ridge Avenue  
Philadelphia, PA 19121

With a copy to: PHA Program Manager

Dinesh Indala  
Executive Vice President – Housing Operations  
2013 Ridge Avenue  
Philadelphia, PA 19121  
215 684 1255 office  
267 7840842 Mobile

**If Sent to CCP :**

Attention: Donald Generals, Ed.D.  
President  
Community College of Philadelphia  
1700 Spring Garden Street  
Philadelphia, PA 19130

With a copy to: Office of General Counsel  
Community College of Philadelphia  
1700 Spring Garden Street  
Philadelphia, PA 19130

[signature page follows this page]

IN WITNESS WHEREOF, this MOU is made and entered by the parties hereto, intending to be legally bound, on the day and year first above written.

**THE PHILADELPHIA HOUSING  
AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMMUNITY COLLEGE OF PHILADELPHIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## ***APPENDIX 2***

### **E-mailed Public Comment on Resolution No. 3**

This is Jennifer Bennetch and I am commenting on Resolution 3.

Last year a tenant who had been evicted reached out to me and provided me with a copy of Murphy's requirements for ex-PHA residents to retrieve their items.

Among other things Murphy's was requiring evicted PHA tenants to have at least a 14 foot truck no matter how little they had in storage, and to retrieve all their items in one trip.

These requirements make it difficult for people who are transitioning from their residence. How can they dictate what size vehicle a person must have and require one trip?

People who have already lost their homes should not lose everything they own too because of some ridiculous rules.

Please don't allow Murphy's to treat people like this.

### **E-Mailed Public Comment on Resolution No. 5**

I am commenting on Resolution No. 5

My name is Sterling Johnson and I am a housing and homelessness advocate. I have a few concerns about the Community College Program.

First, the Philadelphia Housing Authority needs to focus on racial equity. Many programs are started and they still just skim off the top. It is generally called "creaming." This program has the potential to do so as well. The screening criteria is more likely to benefit a suburban white person in recovery, than it is a person with chronic issues.

The requirements are below:

(1) enrolled in at least six (6) credits at CCP; (2) be Pell eligible; (3) lack stable or secure housing; and (4) be in good standing at CCP.

The most "vulnerable" people will have criminal records, be on probation/parole and have drug related offenses. If you are denying every person that is not Pell eligible, then you will have a small relatively privileged pool of people to choose from. For people with criminal records, housing is a huge issue, so focus on that population. You cannot simply help the cream of the crop, again, and feel good about yourselves. This criteria should be made available with a person's whole story under consideration, including those mostly black and indigenous people who have experienced much discrimination in their lives.

Many students are older and many have children, and so I am hoping that there is enough space, physically and metaphorically, for that fact to be understood. They either will have custody of the children or need common space that gives them privacy.

I am in favor of programs that center stories in which they are meant to target. I have been in recovery for a long time and know well that you need to support people that are committed to Philadelphia. Support people that are committed to the Community College as well.

You want the person to be proud of where they come from. Not someone just using this as a stepping stone to New York City. Change the screening requirements and make sure that they have racial equity and social justice at their center.

### **E-Mailed General Public Comments**

#### **First one of two**

I have a general comment.

My name is Sterling Johnson and I am a housing and homelessness advocate.

As money from the American Rescue Plan will be coming to the Housing Authority, I'd encourage you to use it all for direct services, either through housing vouchers or maintaining the current housing stock.

I encourage the Philadelphia Housing Authority to change their views on how communities are kept safe. When we say to disband the police, it is because more police and policing generally do not prevent crime.

You must create a world where people can thrive. Every penny given to the police chief means that a person will suffer. Police do not prevent crime.

At times, we see the Housing Authority acting in alignment with this proposition. It is making partnerships to get people jobs and employment, it is providing training and skill development for people. We support those initiatives as ways to improve human development.

But when we have either more police or other types of social workers creating dangerous conditions for people, then I cannot support those programs. We also are against programs which encourage people to snitch on each other. Let's encourage people to live and talk to each other. Rather than running to the Housing Authority, like some warden or nanny.

The Philadelphia Housing Authority Police Department should be disbanded like so many other Housing Authorities. If preventing crime is their job, then they show how much they fail every day. Evaluate them and make them prove their worth to you.

Lastly, again, all money that is provided through the American Rescue Plan to the Philadelphia Housing Authority must be used for direct services. You will see success with that plan.

Thank you for your time.

#### **Second one of two**

This is Jennifer Bennetch and this is a general comment.

I saw a press release on PHA's website regarding a \$250,000 grant for security camera's in Raymond Rosen.

The release states that as a part of the effort PHA is also hiring Community Engagement Assistants who will be stationed in housing complexes and work in conjunction with and report directly to PHA Police.

PHA Police are already an unnecessary burden on an already strained housing budget as according to the law, PHAPD directives A-03-04, and a memorandum of understanding PPD always retains primary jurisdiction and crimes are not officially reported until they are reported to 911.

It is disheartening to see that in this time of national reckoning against police violence PHA chooses to expand rather than eliminate its private police force that can only exist under the ideology that poor black people are more criminal than others. Would you rent from a landlord who owned a police force??

Why are people in need of housing assistance subject to such tyranny?

There are many issues with the CEA program including:

\_The fact that they will exist as an addition rather than an alternative to policing. We need alternatives to police with crisis numbers that can be contacted instead of armed law enforcement not paid snitches who report to a Police Chief.

-The fact that they will be assigned to complexes and be there on a regular schedule. They are essentially an arm of the PHA Police but will be stationed in complexes on regular schedules this is a layer of surveillance that could only be forced on people who have no other options for housing and it is disgraceful. As much criticism as I have of the city's co responder model at least you have to call rather than having the services forced upon you. Will people be penalized for refusing to engage with a CEA?

This is also problematic because what will happen is someone will get cool with the CEA and that person will have a problem with somebody else and that person will be in the wrong but the CEA who also has a rapport with PHAPD will take up for that person and this is how people get hurt or wrongfully evicted.

I know the culture in PHA and PHAPD and I see this program being very problematic.

Please focus on housing instead of surveillance and policing. It is truly time to eliminate the PHA Police force.