

**Settlement and Cooperation Agreement**  
(December 10, 2008)

This is a settlement and cooperation agreement (“Agreement”) between the Oakland Housing Authority (“Housing Authority”) and the City of Oakland (“City”). By this Agreement, the Housing Authority and the City (“Parties”) seek to improve their working relationship, share resources and information when appropriate, improve conditions at Housing Authority properties, and provide finality to the resolution of all claims asserted in *City of Oakland v. Oakland Housing Authority*, Alameda Co. Super. Ct. Case No. RG 07311262.

Definitions

1. “Monthly Report” means the report generated by the Housing Authority and provided to the Oakland City Council, Mayor, City Attorney and City Administrator in substantially the form represented by the Monthly Report attached hereto as Exhibit B.
2. “Scattered Sites” means the addresses listed in Exhibit A, so long as they are owned and managed by the Housing Authority.
3. “Take all reasonable steps” means use best efforts to comply with the specific objective to which the reasonable steps are directed.
4. “Working Group” means the working group of City officials and Housing Authority officials described in Paragraph 8 of the Agreement.

NCPC Meetings

5. The Housing Authority will send a representative to attend at least one meeting of the Neighborhood Crime Prevention Council (“NCPC”) for each area in which a Housing Authority Scattered Site is located each year for the term of the Agreement. In order to facilitate the attendance of Housing Authority representatives at the NCPC meetings pursuant to this Section, the City and the Housing Authority shall each designate a representative to coordinate and schedule the Housing Authority’s attendance and the City will:
  - a. Provide the Housing Authority with the locations of said meetings;
  - b. Provide the Housing Authority with the agendas of said meetings;  
and
  - c. Coordinate with the Housing Authority to ensure that the Housing Authority’s part on the agenda of such meetings is scheduled for a time convenient for the Housing Authority.

6. In addition to attending the meetings set forth in Paragraph 5, the Housing Authority will attend the NCPC meeting for each area in which a Housing Authority Scattered Site is located if:

- a. The Housing Authority is contacted at least two weeks prior to the date of the meeting and requested to attend;
- b. The Housing Authority is provided with the date, time and location of the meeting and the topics that the NCPC wishes the Housing Authority to address; and
- c. The City or NCPC coordinator coordinates with the Housing Authority to ensure that the Housing Authority's part on the agenda of such meetings is scheduled for a time convenient for the Housing Authority.

In order to schedule Housing Authority attendance, the City representative should contact a Housing Authority representative, as previously designated by the Housing Authority, both by telephone and by e-mail at [info@oakha.org](mailto:info@oakha.org).

#### Monthly Report

7. The Housing Authority shall continue to provide Monthly Reports for the duration of the Agreement, and, starting with the report for January, 2009, will post such reports on the Housing Authority website. The Monthly Reports will include the following information:

- a. Monthly reports will continue to provide the information they currently provide regarding maintenance and rehabilitation work completed, complaints received and lease enforcement actions taken, among other things.
- b. Monthly reports will include the number of pre-enforcement notices issued under Measure EE; the number of 3-day notices for serious lease violations including drug-related and/or violent criminal behavior that pose an immediate threat; the number of 14-day notices for non-payment of rent; and the number of 30-day notices for lease enforcement;
- c. Monthly reports will include the number of the complaints that were received in that month that were from tenants, from other members of the community, and from City agencies, if known;

- d. Monthly reports will include separately the number of pending “unresolved” complaints received in the current month and pending “unresolved” complaints received in previous months; and
- e. Monthly reports will provide the following information about pending evictions: where the Housing Authority has filed an unlawful detainer complaint in Superior Court more than 60 days prior to the time period covered by the Monthly Report, the Monthly Report will identify the site (but not the unit) pertaining to such unlawful detainer complaint, provided that the defendant has not prevailed in the unlawful detainer action or that the unlawful detainer complaint was not otherwise dismissed prior to the expiration of 60 days from filing. For each such site, the Housing Authority will identify whether the unlawful detainer action was related to nonpayment of rent or other lease violation. Nothing in this Section shall require the Housing Authority to provide information that would not otherwise be publicly-available pursuant to California Code of Civil Procedure 1161.2.

#### Working Group

8. The Housing Authority and the City shall jointly establish a Working Group consisting of officials with decision making authority from the Housing Authority, Community and Economic Development Agency (“CEDA”), Oakland Police Department (“OPD”), and other City Agencies as necessary and appropriate. Working Group members shall take all reasonable steps necessary to meet monthly, or as frequently as the participants shall agree is appropriate, to discuss topics including, but not limited to, the following:

- a. Identification of issues and areas where City agencies and the Housing Authority can work together to improve conditions at Housing Authority properties or neighborhoods in which Housing Authority properties are located;
- b. Coordinating provision of services, including permits issued by CEDA, maintenance of streets or public facilities by the Department of Public Works, services of Waste Management, and maintenance by the Housing Authority, at Housing Authority properties or neighborhoods in which Housing Authority properties are located; and
- c. Identification and analysis of concerns about Housing Authority Scattered Sites, including identification and

discussion of the Housing Authority's response to complaints made by members of the public or City agencies.

- d. Coordination with Oakland Police Department on strategies, including surveillance, for sites where drug activity is identified.

#### Complaint Line

9. The Housing Authority shall continue to maintain its Customer Assistance Center, by which the Housing Authority:

- a. Provides the public and City agencies with a telephone number and email address to lodge complaints of any nature with the Housing Authority;
- b. Will call or email each non-anonymous complainant within three business days of receipt of each complaint, or as soon thereafter as feasible, to verify receipt of the complaint and delineate a course of action for resolution. Nothing in this agreement shall be construed to require OHA to disclose information that would abridge or compromise the privacy of tenants or other individuals or jeopardize an investigation of a civil or criminal matter;
- c. Will respond promptly and appropriately to all complaints, including by abating all reported graffiti and garbage problems within 2 business days of receipt of the complaint;
- d. Maintains records of complaints made through the Customer Assistance Center and the response of the Housing Authority to such complaints;
- e. Notifies each non-anonymous complainant once an issue or complaint has been resolved. If an issue or complaint is not resolved within one week, OHA will notify the non-anonymous complainant that the issue or complaint has not been resolved, give an estimated time for resolution, and update the non-anonymous complainant on a monthly basis until the complaint has been resolved. In the interim between written monthly reports, OHA will respond orally to inquiries from complainants about the status of their complaints.

- f. Takes all reasonable steps necessary to inform each non-anonymous complainant about the disposition of his or her complaint.

#### Property Inspections and Management

10. The Housing Authority shall take all reasonable steps necessary to visually inspect the common areas of each Scattered Site one time each week, beginning on January 1, 2009.

11. The Housing Authority's current annual plan calls for purchasing new properties and/or entering partnerships to develop new properties that have more than 16 units and that will have responsible persons on site.

12. The Housing Authority will create and staff the position of Assistant Property Administrator for its Scattered Site portfolio. The Assistant Property Administrator's primary role for Scattered Site properties will be lease enforcement, with the goal that each Assistant Property Administrator will have responsibility for approximately 250 to 300 units.

#### Cooperation in Policing and Use of Surveillance Cameras

13. The Housing Authority and OPD shall take all reasonable steps necessary to continue their cooperative working relationship. OHA appoints Chief Carel Duplessis or his designee to receive drug arrest information, as allowed by law regarding OHA sites from OPD. The Housing Authority and OPD will continue to share information, police reports, and data, as necessary and permissible, in order to, among other things, promote effective law enforcement and lease enforcement efforts.

#### Inquiries from City Council and City Attorney

14. The Housing Authority shall provide the City Attorney and City Council members and their staffs with the phone numbers of two Housing Authority officials to call with inquiries about specific Housing Authority properties. The Housing Authority officials will take all reasonable steps necessary to respond promptly and appropriately to all such inquiries, unless providing the requested information would be contrary to law.

#### Cooperation with CEDA

15. CEDA shall create a process for ensuring that the Housing Authority is provided with all requested building permits on an expedited basis.

16. CEDA shall send an email to the Housing Authority's Customer Assistance Center ([info@oakha.org](mailto:info@oakha.org)) each time it receives a complaint or identifies a potential violation at a property owned by the Housing Authority, including the Scattered Sites, within one business day of receiving such complaint or identifying such potential violation, unless health or safety violations require immediate notification. The email shall:

- a. Identify the Housing Authority property and/or unit involved;
- b. Identify the nature of the complaint, including by providing as much detail as the complainant provided to CEDA;
- c. State the date and time that the complaint was received by CEDA or the potential violation was identified; and
- d. State the name, telephone number and email address of the responsible CEDA inspector/representative.

17. The email identified in Paragraph 16 shall be sent to the Housing Authority in lieu of an official CEDA notice of violation. The Housing Authority's response to such email shall be made via email.

18. CEDA shall timely respond to inquiries from the Housing Authority about any complaints filed, investigations undertaken, or notices issued on Housing Authority properties.

#### Dismissal and Release of Claims

19. The City agrees to dismiss with prejudice its complaint in *City of Oakland v. Oakland Housing Authority*, Alameda Co. Super. Ct. Case No. RG 07311262. The City shall file and serve its notice of dismissal within seven (7) days of executing this Agreement.

20. Upon execution of this Agreement, the City shall further release all claims that were or could have been asserted in *City of Oakland v. Oakland Housing Authority*, Alameda Co. Super. Ct. Case No. RG 07311262, including but not limited to all nuisance claims and all claims for injunctive relief, monetary relief, investigation fees or costs, attorneys' fees, or costs of suit.

### No Admission of Liability

21. This Agreement does not constitute an admission by any party regarding the merits, validity or accuracy of any of the allegations, claims or defenses. This Agreement represents the compromise of disputed claims that the parties recognize would require protracted and costly litigation to determine. The Housing Authority denies the allegations in the complaint, denies that its properties are public nuisances, and denies that it has failed to adequately maintain its properties. The Housing Authority's entry into this Agreement is not and may not be used by any person in any proceeding as an admission or evidence that the Housing Authority has maintained a public nuisance, or any other of the allegations in the complaint. The Housing Authority has voluntarily entered into this Agreement because it believes the actions it has agreed to undertake demonstrate its strong commitment to its tenants and to the maintenance and upkeep of its properties.

### Term of the Agreement

22. The provisions of this Agreement shall go into effect immediately upon execution, and shall remain in effect for three years from the date of execution.

### Modification and Severability of the Agreement

23. The City and the Housing Authority may jointly agree to modify the Agreement in a writing signed by both Parties.

24. Whenever possible, each provision and term of this Agreement shall be interpreted in such a manner as to be valid and enforceable; provided, however, that in the event that after execution any provision or term of this Agreement should be determined to be or rendered unenforceable, all other provisions and terms of this Agreement shall remain unaffected to the extent permitted by law. If any application of any provisions or term of this Agreement to any specific person or circumstance should be determined to be invalid or unenforceable, the application of such provision or term to other persons or circumstances shall remain unaffected to the extent permitted by law.

### Execution In Counterparts.

25. The parties agree that the Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be part of the same Agreement.

Dispute Resolution Procedures

26. The Parties shall take all reasonable steps necessary to resolve promptly and informally any differences or any disputes regarding the interpretation or implementation of this Agreement.

27. If either Party has good reason to believe that a legitimate dispute exists, the initiating party shall first promptly give written notice to the other party including: (a) a reference to all specific provisions of the Agreement that are involved; (b) a statement of the issue; (c) a statement of the remedial action sought by the initiating party; and (d) a brief statement of the specific facts, circumstances and any other arguments supporting the position of the initiating party. Within thirty (30) days after receiving such notice, the non-initiating party shall respond in writing to the statement of facts and arguments set forth in the notice and shall provide its written position, including the facts and arguments upon which it relies in support of its position. Thereafter, the Parties shall undertake good-faith negotiations, including meeting or conferring by telephone or in person and exchanging relevant documents and/or other information, to attempt to resolve the issues in dispute or alleged noncompliance.

28. If the parties' good-faith efforts to resolve the matter pursuant to the process described in Paragraph 27 have failed, the moving party may send the non-moving party written notice of an impasse and a notice to submit the matter to mediation. The Parties shall thereafter submit the matter to mediation before a mediator acceptable to both parties.

29. Only if the good faith efforts to resolve the matter described in Paragraph 27 and the mediation described in Paragraph 28 have failed may a Party file an action to enforce this Agreement.

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Dated

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Jon Gresley  
Executive Director  
Oakland Housing Authority

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Dated

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John Russo  
Oakland City Attorney