



# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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## **AGENDA**

## **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

### **DATE & TIME**

**Wednesday, April 21, 2021**  
**Closed Session – 6:00 p.m.**  
**Regular Meeting – 7:00 p.m.**  
**Alameda Affordable Housing Corporation Meeting – 7:01 p.m.**

### **LOCATION**

Pursuant to Executive Order Numbers N-29-20 and N-35-20 signed by Governor Gavin Newsom and guidance provided by legal counsel, a local legislative body, such as the Board of Commissioners is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. All requirements in the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or the public as a condition of participation in or a quorum for a public meeting have been waived.

### **PUBLIC PARTICIPATION**

Public access to this meeting is available as follows:

#### **Join Zoom Meeting:**

<https://zoom.us/j/95360670749?pwd=S2w0akRDdnBpTFdQWVZPR1F1UU5Edz09>

Meeting ID: 953 6067 0749

Passcode: 792140

One tap mobile

1-669-900-9128, 95360670749#, \*792140# US (San Jose)

1-346-248-7799, 95360670749#, \*792140# US (Houston)

Find your local number: <https://zoom.us/u/azxO7PwwM>

Persons wishing to address the Board of Commissioners are asked to submit comments for the public speaking portion of the Agenda as follows:

- Send an email with your comment(s) to [jpolar@alamedahsg.org](mailto:jpolar@alamedahsg.org) and [vcooper@alamedahsg.org](mailto:vcooper@alamedahsg.org) prior to or during the Board of Commissioners meeting
- Call and leave a message at (510) 871-7435.

When addressing the Board, on agenda items or business introduced by Commissioners, members of the public may speak for a maximum of three minutes per agenda item when the subject is before the Board.



Persons in need of special assistance to participate in the meetings of the Housing Authority of the City of Alameda Board of Commissioners, please contact (510) 747-4325 (voice), TTY/TRS: 711, or [jpolar@alamedahsg.org](mailto:jpolar@alamedahsg.org). Notification 48 hours prior to the meeting will enable the Housing Authority of the City of Alameda Board of Commissioners to make reasonable arrangements to ensure accessibility.

## PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners
2. Public Comment (Non-Agenda)
3. Closed Session – 6:00 p.m. – Adjournment to Closed Session to Consider:
  - 3-A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.  
Property Location: 501 Mosely Ave, Alameda, CA 94501  
Assessor's Parcel Numbers: 74-905-12-9  
Agency Negotiation: Vanessa Cooper, Executive Director and Sylvia Martinez, Director of Housing Development  
Negotiating Parties: Housing Authority of the City of Alameda and Building Futures and Alameda Point Collaborative  
Property Owner: Housing Authority of the City of Alameda  
Under Negotiation: Investment in Real Property, Price and Terms of Payment
  - 3-B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8.  
Property Location: 2615 Eagle, Alameda, CA 94501  
Assessor's Parcel Numbers: 70-161-55-2  
Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, and Richard Yoshida, Project Manager  
Negotiating Parties: Housing Authority of the City of Alameda and Mark Russell, Jeff Aguilar, Brian Hutcherson, CBRE.  
Property Owner: Alameda Unified School District  
Under Negotiation: Real estate transaction - price and terms
  - 3-C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.  
Property Location: 1825 Poggi Street Alameda, CA 94501  
Assessor's Parcel Numbers: 74-451-1-8  
Agency Negotiation: Vanessa Cooper, Executive Director and Sylvia Martinez, Director of Housing Development  
Negotiating Parties: Housing Authority of the City of Alameda and Vue Alameda Owner L.P.  
Property Owner: Vue Alameda Owner L.P.  
Under Negotiation: Investment in Real Property, Price and Terms of Payment
  - 3-D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.



Property Location: 434 Central Avenue, Alameda, CA 94501

Assessor's Parcel Numbers: 074-1305-003

Agency Negotiation: Vanessa Cooper, Executive Director and Sylvia Martinez, Director of Housing Development

Negotiating Parties: Housing Authority of the City of Alameda and Novin Development Corp.

Property Owner: Current: 434 Central Avenue Apartments, LP, a California limited partnership.

Under Negotiation: Price and terms of payment

4. Adjournment of Closed Session
5. RECONVENE REGULAR MEETING – 7:00 p.m.
6. Announcement of Action Taken in Closed Session, if any.
7. Public Comment (Non-Agenda)
8. CONSENT CALENDAR
  - Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.
- 8-A. Approve Minutes of the Board of Commissioners Meeting held February 17, 2021 – **Page 1**
- 8-B. Accept the Monthly Overview Report for Operations/H.R./I.T. – **Page 6**
- 8-C. Approve the Proposed Temporary Policy Addressing COVID-19 Supplemental Paid Sick Leave and Authorize Executive Director or Designee to make any Necessary Changes to the Policy in order to comply with State and Federal law – **Page 11**
- 8-D. Accept the Monthly Overview Report for the Housing Programs Department – **Page 18**
- 8-E. Accept the Monthly Overview Report for the Alameda Rent Program – **Page 25**
- 8-F. Accept the Monthly Overview Report for Property Operations – **Page 28**
- 8-G. Accept the Monthly Overview Report for Housing Development – **Page 33**
- 8-H. Accept the February and March Monthly Development Report for North Housing – **Page 35**
- 8-I. Accept the February and March Monthly Development Report for Rosefield Village – **Page 37**
- 8-J. Accept the Monthly Overview Report on Procurement – **Page 40**
- 8-K. Authorize the Executive Director to authorize and make minor edits to a Short-Term Contract with Life Skills Training and Educational Programs, Inc. (“LifeSTEPS”) for Daily Social Services with the total Not to Exceed amount of \$219,873.00 – **Page 42**
- 8-L. Authorize the Executive Director to Authorize and Make Minor Amendments to an Extension to the Contract between the Alameda Housing Authority and the Law Office of Bill Ford until October 15, 2023– **Page 66**
- 8-M. Accept the Fiscal Year to Date Financial Report through the Month of February 2021– **Page 70**
- 8-N. Accept the Quarterly Investment Report for Period Ending March 31, 2021 – **Page 87**
- 8-O. Accept Executive Director's Update – **Page 94**



- 8-P. Accept the Five-Year Outlook (Pipeline Report) for Housing Development and the updated Housing Authority Development Policies – **Page 95**
- 8-Q. Approve the AT & T Access Agreement for Rosefield Village – **Page 110**
- 8-R. Accept update on Submitting Application for MTW Cohort #3– **Page 120**
9. AGENDA
- 9-A. Recognition of Foodbank Volunteers – **Page N/A**
- 9-B. Accept the 2800 Fifth Street BMR Purchase of Eighteen Units Update Report; Approve Resolution for up to a \$3,500,000 Loan from AHA to AAHC; and Authorize the President or Designee to Execute the Loan Documents – **Page 122**
- 9-C. Presentation on conversion of garage space at 701 Atlantic to office space – **Page 125**
10. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
12. Alameda Affordable Housing Corporation (AAHC) Meeting  
Open Alameda Affordable Housing Corporation Meeting (The Board of Commissioners of the Housing Authority of the City of Alameda serving in their capacity as Board of Directors of the Alameda Affordable Housing Corporation)
13. Public Comment (Non-Agenda)
14. AAHC AGENDA
- 14-A. Accept the Assignment of Purchase Rights and Loan of \$3,500,000 for the purchase of BMR Homeownership Units from the Housing Authority of the City of Alameda and Approve the Resolution Accepting a \$3,500,000 Loan – **Page 139**
15. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
16. Announcement of Action Taken in Closed Session, if any.
17. ADJOURNMENT

\* \* \* Note \* \* \*

- Documents related to this agenda are available on-line at:  
<http://www.alamedahsg.org/cms/One.aspx?portalId=3723405&pageId=5912638>
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Commissioners exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist the Housing Authority's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Housing Authority accommodate these individuals.





**DRAFT MINUTES**

**REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
HELD WEDNESDAY, FEBRUARY 17, 2021**

**PLEDGE OF ALLEGIANCE**

1. ROLL CALL - Board of Commissioners

Present: Chair Tamaoki, Vice-Chair Grob, Commissioner Hadid  
Commissioner Rickard, Commissioner Sidelnikov

Absent: Commissioner Kay

2. Public Comment (Non-Agenda)

None

3. Closed Session – 6:00 p.m. – Adjournment to Closed Session to Consider:

Chair Tamaoki called the meeting to order at 6:32 p.m. and announced that the Board would adjourn to Closed Session to consider items 3-A, 3-B, and 3-C.

3-A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8.

Property Location: 401 Willie Stargell Avenue, Alameda, CA 94501

Assessor's Parcel Numbers: 074-0905-042-03

Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, and Candace Latigue, Asset Manager

Negotiating Parties: Housing Authority of the City of Alameda and Shinsei Gardens Apartments, L.P.

Property Owner: Shinsei Gardens Apartments, L.P.

Under Negotiation: Exercise of purchase option and right of first refusal

3-B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8.

Property Location: 2615 Eagle, Alameda, CA 94501

Assessor's Parcel Numbers: 70-161-55-2

Agency Negotiators: Vanessa Cooper, Executive Director, and Sylvia Martinez, Director of Housing Development



Negotiating Parties: Housing Authority of the City of Alameda and Mark Russell, Jeff Aguilar, Brian Hutcherson, CBRE.

Property Owner: Alameda Unified School District

Under Negotiation: Real estate transaction - price and terms

3-C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8.

Property Location: Vacant land between Wood and St. Charles Street, Alameda, CA 94501

Assessor's Parcel Numbers: 074-0906-031-06

Agency Negotiators: Vanessa Cooper, Executive Director, and Sylvia Martinez, Director of Housing Development

Negotiating Parties: Housing Authority of the City of Alameda and Union Pacific Railroad

Property Owner: Union Pacific Railroad

Under Negotiation: Real estate transaction - price and terms

4. Adjournment of Closed Session

Chair Tamaoki adjourned Closed Session at 7:09 p.m.

5. RECONVENE REGULAR MEETING – 7:00 p.m.

Regular meeting reconvened at 7:10 p.m.

6. Announcement of Action Taken in Closed Session, if any.

Chair Tamaoki announced that during Closed Session the Board had partial discussion on item 3-A, and that the Board would reconvene the Closed Session to continue discussion on these items after the Regular Meeting.

7. Public Comment (Non-Agenda)

None

8. CONSENT CALENDAR

■ Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.

\*8-A. Approve Minutes of the Board of Commissioners Meeting held January 20, 2021

\*8-B. Accept the Monthly Overview Report for Operations/H.R./I.T.

\*8-C. Accept the Monthly Overview Report for the Housing Programs Department

\*8-D. Accept Memo on Waitlist Opening

\*8-E. Accept the Monthly Overview Report for the Alameda Rent Program

\*8-F. Accept the Monthly Overview Report for Property Operations

\*8-G. Accept the Monthly Overview Report for Housing Development

\*8-H. Accept the Monthly Development Report for North Housing

\*8-I. Accept the Monthly Development Report for Rosefield Village



- \*8-J. Accept the Monthly Procurement Report
- \*8-K. Accept the Monthly Financial Report for the Month of December 2020
- \*8-L. Accept Quarterly Asset Management Report for Q4
- \*8-M. Authorize the Executive Director to implement two new temporary leave programs: (i) up to 2 weeks of COVID-19 Provisional Sick Leave, with certain limitations, to be used no later than March 31, 2021 and (ii) up to 80 hours of vacation advance, with certain limitations, if requested before June 30, 2021

**Items accepted or adopted are indicated by an asterisk.**

Commissioner Sidelnikov pulled item 8-D.

Commissioner Sidelnikov moved to accept the Consent Calendar, without item 8-D, and Commissioner Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken and the motion passed unanimously.

Yes	5	Chair Tamaoki, Vice-Chair Grob, Commissioner Hadid, Commissioner Rickard, Commissioner Sidelnikov
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In response to Commissioner Sidelnikov, Vanessa Cooper, Executive Director confirmed that there was an error in the amount reflected in the Budget Consideration/Financial Impact section of page 30; the amount should be \$60K, rather than \$50K. Ms. Cooper also confirmed that while the Agenda reflects that staff would like the Board to “accept” this item, the staff is requesting that the Board “approve” the item.

Commissioner Sidelnikov moved to accept item 8-D with the changes and Vice-Chair Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken and the motion passed unanimously.

Yes	5	Chair Tamaoki, Vice-Chair Grob, Commissioner Hadid, Commissioner Rickard, Commissioner Sidelnikov
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## 9. AGENDA

### 9-A. Presentation by Alameda Family Services (10 minutes)

Ms. Cooper introduced Yunia Renteria, Alameda Family Services (AFS). AFS currently leases space at Esperanza Plaza to provide childcare and other services to the public and tenants of Esperanza Plaza.

Ms. Renteria provided a presentation which included details on how the leased space at Esperanza Plaza has been utilized by AFS to provide a multitude of services for underserved families and seniors prior to and since the beginning of COVID.

Ms. Renteria expressed gratitude for the partnership with AHA.



AHA Staff and the Board expressed gratitude for the services provided and the ability to meet the various needs of families through the pandemic.

- 9-B. Public Hearing Pursuant to Health and Safety Code Section 34312.3 Relating to the Amended and Restated Lease of Real Property; Adopt Resolution: Authorization to Lease Real Property Located at Esperanza Multi-Use Center, 1903 3rd Street in the City of Alameda, County of Alameda, and Approval of Amended and Restated Lease Agreement between the Housing Authority of the City of Alameda, as landlord, and Alameda Family Service, as tenant, for Continued Use of Subject Real Property as a Preschool; CEQA Exempt
- 9-C. Authorize the Executive Director or designee to sign the Amended and Restated Lease Agreement between the Housing Authority of the City of Alameda, as landlord, and Alameda Family Service, as tenant, for Continued Use of Real Property as a Preschool Located at Esperanza Multi-Use Center, 1903 3rd Street in the City of Alameda, County of Alameda; CEQA Exempt

As suggested by Ms. Cooper, items 9-B and 9-C were combined.

Pursuant to Health and Safety Code Section 34312.3, Jhaila Brown, General Counsel recommended that the items be presented in the following order: (1) Staff present the report, (2) Staff open the meeting to the public for comment, (3) Staff close public comment, (4) a motion be made to accept the CEQA exemption, adopt the Resolution, and approve the amended and restated lease; as described in the "Recommendation" section of the staff report.

Sylvia Martinez, Director of Housing Development informed the Board that the original agreement, between AHA and AFS, has been long standing and renewed. However, the respective lease is somewhat outdated. The presented request is to update the lease with a few modern clauses, and renew the lease at the same level of participation as agreed to in the past.

As it is easier for AFS to secure program funding when long-term property leases are secured, Ms. Cooper encouraged a 10-year lease in order to solidify the relationship.

In response to Vice-Chair Grob, Ms. Brown informed the Board that when AHA is the lead CEQA agency, for example for a land disposition, AHA needs to make a CEQA declaration. When the City of Alameda takes lead for AHA projects, they take the necessary CEQA and NEPA actions. As this lease is managed by AHA, AHA must take the required action.

Chair Tamaoki opened the Public Hearing pursuant to Health and Safety Code Section 34312.3 relating to the Amended and Restated Lease of Real Property.

In response to Chair Tamaoki, Ms. Cooper confirmed that there were no public speakers in attendance of the meeting and AHA did not receive any emails regarding this item.



Chair Tamaoki closed the Public Hearing.

Commissioner Hadid moved to Adopt Resolution Authorizing and Approving the Lease of Real Property located in the City of Alameda, County of Alameda, CA, to Alameda Family Services; Approve the attached form of Amended and Restated Lease Agreement, including all attachments (Lease) between the Housing Authority of the City of Alameda (Housing Authority) and Alameda Family Services, with a 10-year term; and Authorize the Executive Director, or designee, to execute an Amended and Restated Lease Agreement and any other documents, on behalf of the Housing Authority, conforming in form and substance to the attached form of Lease, and administer all actions necessary to implement, and complete and memorialize the transactions contemplated in the Lease, subject to approval by General Counsel. Vice-Chair Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken and the motion passed unanimously.

Yes	5	Chair Tamaoki, Vice-Chair Grob, Commissioner Hadid, Commissioner Rickard, Commissioner Sidelnikov
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10. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

None

11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

None

12. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED.

Chair Tamaoki announced that the Board would return to Closed Session to continue discussion on items 3-A, 3-B, and 3-C.

13. Announcement of Action Taken in Closed Session, if any.

Chair Tamaoki announced that the Board took reports and gave staff direction on items 3-A, 3-B, and 3-C.

14. ADJOURNMENT

Chair Tamaoki adjourned the meeting at 9:13 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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Kenji Tamaoki, Chair  
Board of Commissioners





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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: April 21, 2021

RE: Accept the Monthly Overview Report for Operations, H.R., and I.T

## **BACKGROUND**

This memo provides a high-level overview of agency activities in the prior month for agency Operations, Human Resources, and IT.

## **DISCUSSION**

### Human Resources and Operations

A summary of unfilled positions that are on the Schedule of Authorized positions is presented below. Positions are listed by department, and information about current and recent recruitments is included.

<b><u>Department</u></b>	<b><u>Position</u></b>	<b><u>Number of Vacant Positions</u></b>	<b><u>Recruitment Status</u></b>	<b><u>Other Updates</u></b>
Administration	Deputy Executive Director	1 FTE	In interview process	Using recruiting firm
Finance		0 FTE		Department is fully staffed
Housing Programs	Program Assistant	1 FTE	Position is posted	Open due to internal promotion
Property Operations	Assistant Resident Manager: IP	.13 FTE	On hold	Department is otherwise fully staffed
	Project Manager	.5 FTE	On hold	Department is otherwise fully staffed
Housing Development	Asset Manager	1 FTE	Position is posted	Available due to turnover





Honorable Chair and  
Members of the Board of Commissioners

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Rent Program		0 FTE		Department is fully staffed
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Summary: Total FTE's approved for FY 2021: 54.63  
Number of vacancies: 3.63  
Number of active recruitments: 3.00

A number of laws were passed, both at the state and federal level, over the past 1-2 months. Most significantly, the CA legislature passed the 2021 COVID-19 Supplemental Paid Sick Leave (Labor Code Section 248.2) effective March 29, which provides for up to 80 hours of paid sick leave for COVID-related reasons from January 1-September 30, 2021. This law applies to employers with over 25 employees, including government agencies. An updated sick leave policy is being presented this month to reflect this new legislation.

Additionally, changes to COBRA (which provides for post-employment continuation of health care benefits) and elective changes to flexible spending plans were made as part of the American Rescue Plan Act of 2021 (ARPA), which was signed into law on March 11. AHA management is in the process of reviewing all of these changes and will adopt changes as appropriate. One change being made is to adopt the increased limit for dependent care flexible spending accounts from \$5000 per year to \$10,500 for the 2021 calendar year only. This one-time increase has the potential to provide significant savings to AHA employees with dependent care expenses at little or no financial risk to the Agency. Among other provisions, ARPA also created a COBRA premium subsidy and additional COBRA enrollment rights for certain employees (and their families) who lost group health plan coverage due to an involuntary termination of employment or a reduction of hours. This subsidy extends from April 1 through September 30, 2021, and AHA will be contacting employees who may qualify for this subsidy in the coming weeks. The expected maximum cost of providing these paid benefits to previously terminated employees is approximately \$23,387.

There are some vehicles available for AHA to potentially receive some reimbursement for these additional costs, including costs incurred from providing Emergency Paid Sick Leave (EPSL) and Emergency Family Medical Leave (EFML) in 2020, along with other COVID-related expenses. The Finance Director and HR Director attended a webinar on this topic in March; there are still numerous regulatory and procedural issues with all of the new laws to be finalized before any applications for reimbursements can be submitted, but public agencies may be able to be included in some reimbursements. This had not been the case prior, when reimbursements were available only in the form of tax credits which public agencies were not eligible for. AHA management is continuing to monitor updates in this area, and will report back on available avenues in upcoming months.

#### Information Technology/Policy/Administration

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodation (RA) processing and a status report on the processing of the requests as of April 1, 2021.



Honorable Chair and  
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	Number of new submissions in the month	Number received current month and still in process	Number closed out (letter sent)	Running total of new submissions	Running total of RAs closed out
January	20	0	20	20	20
February	10	0	10	30	30
March	16	5	11	46	41
TOTAL	46		41		

Staff continue to accept requests via e-mail, fax, in person, and phone along with accepting a paper form submitted through the drop box or by mail during the current health situation, so, if a request is needed, participants and tenants can still make requests in a variety of methods.

The IT service tickets for February fell primarily into four (4) categories: access rights, hardware issues, software issues, and onboarding and off-boarding. The majority of the access tickets were due to the recent occupation of our new South Shore location. Ticket volume was down from last month and closer to a normal workload for the period. Techordia's ticketing system has a limitation on tracking response time when duplicate tickets are created and tied to the original ticket. If an AHA employee sends an e-mail without the ticket number in the email header, the automated ticketing system creates a new ticket. Techordia staff then manually connect the two tickets together, but the system does not recognize the original response time, so the second ticket's response time is the time the ticket is closed and creates a larger response time. These tickets are removed when calculating the average response time to tickets. The average response time for February tickets was only about 0.29 hours.

Table: Techordia Service Ticket Requests – February 2021

Type of Service Request	Number of Tickets
Access rights	19
Hardware	17
Software	25
On Boarding / Off Boarding	13
On Site Visits	1
Cyber Security	7
<b>TOTAL:</b>	<b>82</b>

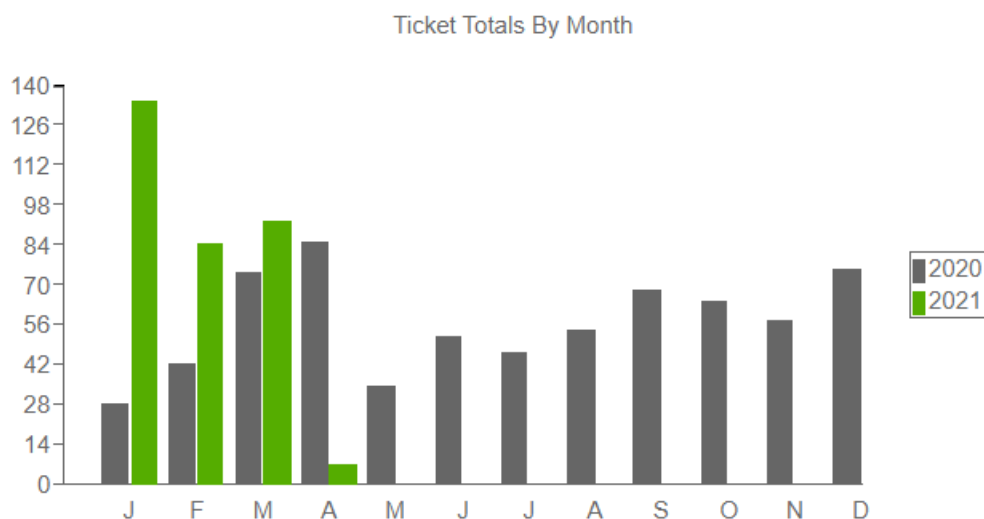
As of 4/1/2021, there were 317 tickets in 2021, and, at that time, there were 38 open tickets. Below is a chart of tickets for year 2020 versus 2021. A new contract was effective October 2020 resulting in Techordia now providing the Housing Authority with Managed Services, so some systems will be changed, upgraded, or expanded during the coming 6-month period along with higher tickets than 2020 as Techordia is now primarily covering all IT functions except for administration and troubleshooting for Yardi and Laserfiche.



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Techordia continues to support staff remotely, but the twice-a-week onsite visits have continued to be suspended and in office staff are being asked to do basic troubleshooting and take responsibility for their equipment such as changing out printer cartridges.



Staff continue to work on implementing online solutions for applicants, tenants, landlords, vendors, and staff. Staff is working on the Applicant Portal right now. Expanded DocuSign licenses were purchased and all staff will have a license by May. South Shore Center has all the IT needed to run now. It was anticipated that landlines would be launched with the new provider by March 31, 2021, but due to the old vendor refusing the port request, this launch will be pushed back into April 2021.

On January 7, 2021, HUD issued two PIH Notices (2021-02 and 2021-03) to request applications for the Moving to Work Program under Cohorts #3 and #4. Cohort #3 is for a demonstration program to test the efficacy of work requirements while Cohort #4 will test the effectiveness of landlord incentives.

Two public meetings have been held for Cohort #4 and one for Cohort #3. Cohort #3 is further discussed in a different memo. The upcoming planned public meetings are:

Public Meeting #3 – April 28, 2021 at 5:00 p.m.                      COHORT #4  
Meeting to review and comment on MTW Plan and Landlord Incentives  
Activities Information being submitted in application.

Public Meeting #2 – April 28, 2021 at 6:00 p.m.                      COHORT #3  
Meeting to review and comment on MTW Plan and Local Work Requirement  
Policy Information being submitted in application.

Public Hearing – May 19, 2021 at 7:00 p.m.                      Both Cohorts

Board Meeting - June 16, 2021 – 7:00 p.m.                      Both Cohorts



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Members of the Board of Commissioners

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Resolution voted on by the Board of Commissioners authorizing  
submission of MTW application

### Community Relations

The Community Relations Manager coordinated a Golf event hosted by the Corica Park Golf Course on March 27th for Housing Authority families. The Golf event was attended by several AHA families and City of Alameda Mayor Marilyn Ezzy Ashcraft. The Corica Park Golf Course has extended an invite to AHA families for a weeklong Golf Training event during 2021 summer (dates TBD). Plus, free access for AHA families to play the Par 3 Course, Footgolf Course, and Disc Golf Course on a weekly or monthly basis. An outreach strategy is being developed to maximize attendance and participation.

Resources are being prepared to formally launch the AHA Ombudsman role by May 1, 2021. The Housing Authority of the City of Alameda Ombudsman is a solution-oriented community resource available to all AHA tenants, AHA program participants, AHA landlords, and other community organizations that represent AHA tenants or clients.

The Community Relations Manager in early April launched the official AHA Facebook account (@AlamedaHousingAuthority) to further extend reach of AHA communications to the public, tenants, landlords, and program participants. In late March, the tenant newsletter was mailed out and in early April the Landlord newsletter was mailed to property managers and owners. The Housing Authority also garnered press coverage via two separate press releases, related to the Rosefield Groundbreaking and Corica Park Golf event.

### **FINANCIAL IMPACT**

Report only, no financial impact.

### **RECOMMENDATION**

Accept the Monthly Overview Report for Operations, H.R., and I.T.

Respectfully submitted,

DocuSigned by:  
  
72DC869D12E247A...

Janet Basta

Director of Human Resources and Operations

JCB/TMSC





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: April 21, 2021

RE: Approve the Proposed Temporary Policy Addressing COVID-19 Supplemental Paid Sick Leave and Authorize Executive Director or Designee to make any Necessary Changes to the Policy in order to comply with State and Federal law.

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## **BACKGROUND**

On March 19, 2021, COVID-19 Supplemental Paid Sick Leave (Labor Code Section 248.2) was signed into law and became effective March 29, 2021. All employers, public or private, with more than 25 employees are covered by the new law.

Due the short-term nature of the proposed changes, staff is proposing a standalone temporary policy rather than a revision to the leave section of the Employee Handbook. This proposal has been reviewed by Liebert Cassidy Whitmore. The policy will be shared with all staff upon approval.

## **DISCUSSION**

Covered employees are entitled to up to 80 hours of COVID-19 related sick leave from January 1, 2021 through September 30, 2021. A covered employee may take leave if the employee is unable to work or telework for any of the following reasons:

- **Caring for Yourself:** The employee is subject to quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer with jurisdiction over the workplace, has been advised by a healthcare provider to quarantine, or is experiencing COVID-19 symptoms and seeking a medical diagnosis.
- **Caring for a Family Member:** The covered employee is caring for a family member who is subject to a COVID-19 quarantine or isolation period or has been advised by a healthcare provider to quarantine due to COVID-19, or is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.
- **Vaccine-Related:** The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.

Covered employees are those who cannot work or telework due to the qualifying reasons. Under the 2021 COVID-19 Supplemental Paid Sick Leave law, covered employees are entitled to paid sick leave that is in addition to leave that was provided under previous laws which expired on December 31, 2020.



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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In February, 2021, the AHA Board approved temporary Coronavirus Provisional Sick Leave (CPSL). By adopting this policy, AHA revokes the COVID-19 Provisional Sick Leave ("CPSL") policy, which provided to eligible employees leave for certain COVID-19 related reasons between January 1, 2021 through March 31, 2021. Any leave granted under this prior CPSL policy will be re-classified as SPSL upon adoption of this new policy consistent with Labor Code § 248.2.

### **FINANCIAL IMPACT**

If employees request SPSL, these leaves will be paid and are in addition to time off employees would otherwise have. Generally, payroll runs at approximately \$212,000 per two-week pay period. If 40% of staff took the full 2 weeks of paid sick leave this could amount to an additional \$84,800 in expenditures; expenditures could be significantly higher if more staff utilize the full amount of leave available.

There may be some avenues to recoup some costs related to providing this leave through tax credits and a Coronavirus Local Fiscal Recovery (CLFR) Fund, provided by the federal American Rescue Plan Act (ARPA). AHA Management is in the process of working with legal to determine what cost savings may be available and what policies and provisions would need to be in place to qualify. The current voluntary federal programs (Expanded Emergency Paid Sick Leave (EPSL) and Emergency FMLA (EFMLA)) have somewhat differing requirements and, in the case of EFMLA, would provide for additional leave of absence entitlements which could be challenging for AHA to manage and may impact services to our client. For these reasons, staff is not recommending their implementation at this time. This is in line with other local government agencies. Additional details, and if needed, updated policies will be brought to the Board for ratification or approval as information becomes available.

### **RECOMMENDATION**

Approve the Proposed Temporary Policy Addressing COVID-19 Supplemental Paid Sick Leave and Authorize Executive Director or Designee to make any Necessary Changes to the Policy in order to comply with State and Federal law.

Respectfully submitted,

DocuSigned by:

*Janet Basta*

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Janet Basta

Director of Human Resources and Operations

Attachments:

1. COVID-19 Supplemental Paid Sick Leave Policy



## Attachment 1

### **COVID-19 Supplemental Paid Sick Leave (SPSL)**

#### **A. COVID-19 Supplemental Paid Sick Leave**

On March 19, 2021, Governor Newsom signed Senate Bill (“SB”) 95 into law, codifying at Labor Code § 248.2 certain paid sick leave entitlements for employees who are unable to work or telework due to specifically enumerated qualifying reasons related to COVID-19 Supplemental Paid Sick Leave (“SPSL”). The Housing Authority of the City of Alameda (AHA) adopted this policy in order to provide qualified employees the SPSL to which they are entitled and to otherwise comply with all relevant and applicable requirements provided under Labor Code § 248.2.

This policy is intended to provide all eligible and qualified AHA employees with SPSL to which they are entitled under Labor Code § 248.2.

The following policy sets forth certain rights and obligations regarding this leave. AHA will fully and faithfully comply with Labor Code § 248.2 in its administration of this policy.

By adopting this policy, AHA revokes the COVID-19 Provisional Sick Leave (“CPSL”) policy, which provided to eligible employees leave for certain COVID-19 related reasons between January 1, 2021 through March 31, 2021. Any leave granted under this prior CPSL policy will be re-classified as SPSL upon adoption of this policy consistent with Labor Code § 248.2.

#### **B. Definitions**

“Child” means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

“Covered Employee” means any AHA employee who is unable to work or telework for AHA for one or more of the reasons related to COVID-19 as set forth in this policy.

“COVID-19 Supplemental Paid Sick Leave” or “SPSL” means paid sick leave pursuant to Labor Code § 248.2.

“Family Member” means any of the following:

- (i) A “child”, as defined above.
- (ii) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- (iii) A spouse.
- (iv) A registered domestic partner.

- (v) A grandparent.
- (vi) A grandchild.
- (vii) A sibling.

### **C. SPSL Entitlement and Eligibility**

Scope of Coverage: This policy will apply to all Covered Employees employed by AHA.

Effective Dates: The policy is effective immediately upon adoption, and the paid leave benefits provided herein shall be retroactive to January 1, 2021.

SPSL benefits expire on September 30, 2021, except that AHA will provide a Covered Employee who is on SPSL at the time of the expiration of such benefits the full amount of SPSL to which the Covered Employee would otherwise be entitled.

Unless the underlying law is extended, this policy will expire by operation of the law on September 30, 2021, except that certain Covered Employees may continue to use SPSL after that date as described above.

Employees Eligible for SPSL: All AHA Covered Employees are eligible for SPSL if they are unable to work or telework for one or more of the enumerated reasons related to COVID-19 as set forth in this policy.

### **D. Qualifying Reasons for SPSL**

A Covered Employee qualifies for SPSL if they are unable to work or telework for one or more of the following reasons:

1. The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health ("CDPH"), the federal Centers for Disease Control and Prevention ("CDC"), or a local health officer who has jurisdiction over the workplace;
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
4. The employee is caring for a Family Member who is subject to a quarantine or isolation order or guidelines described above, or who has been advised to self-quarantine by a health care provider;
5. If the employee is caring for a Child whose school or place of care is closed due to COVID-19. This qualifying reason also applies if the employee is caring for a Child whose school or place of care is otherwise unavailable for reasons related to COVID-19 on the premises;
6. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19; or

7. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework; or
8. The employee is excluded from the workplace as a result of a "close contact" exposure, as defined by the Centers for Disease Control and Prevention ("CDC"), pursuant to Cal/OSHA's COVID-19 emergency temporary regulations.

#### **E. Amount of SPSL**

Leave taken as SPSL is in addition to any other statutory and/or contractual leave to which the employee is otherwise entitled, and which is not specific to COVID-19. As previously noted, any leave previously granted as CPSL will be applied to the amount of SPSL an employee would otherwise be entitled to.

1. Full-time Covered Employees working 40 hours per week may take up to 80 hours of SPSL
2. Part-time Covered Employees (defined as employees working less than 40 hours per week on average for purposes of this policy) are entitled to SPSL in the following amounts:
  - a. If the part-time Covered Employee has a normal weekly schedule, the total number of hours the Covered Employee is normally scheduled to work for AHA over two weeks; or
  - b. If the part-time Covered Employee works a variable number of hours, the Covered Employee is entitled to 14 times the average number of hours the Covered Employee worked each day for AHA in the six (6) months preceding the date the Covered Employee took SPSL. If the Covered Employee has worked for AHA over a period of fewer than six (6) months but more than 14 days, this calculation shall instead be made over the entire period the Covered Employee has worked for AHA.

Covered Employees may determine how many hours of SPSL to use based upon a qualifying reason, up to the total number of hours to which the Covered Employee is entitled under the above.

AHA is not required to provide a Covered Employee more than the total number of hours of SPSL to which the Covered Employee is entitled to under sections 1 through 2 above.

If a Covered Employee is provided SPSL retroactively for qualifying leave before Senate Bill ("SB") 95 became effective or adoption of this policy, AHA will count the retroactive SPSL provided against the total amount of SPSL to which the Covered

Employee is entitled. Covered Employees that request retroactive SPSL will be required to sign a "COVID-19 Supplemental Paid Sick Leave Acknowledgment," acknowledging the accuracy of the amount of leave designated retroactively.

If AHA provided a Covered Employee with COVID-19 Provisional Sick Leave (CPSL) for leave taken on or after January 1, 2021, that was payable for the same qualifying reasons enumerated above and compensated in an amount equal or greater to the amount enumerated below, AHA will count such supplemental benefit against the employee's SPSL entitlement.

#### **F. Compensation While on SPSL**

Covered Employees are entitled to compensation for SPSL at their regular rate of pay subject to a cap of \$511 per day and \$5,110 in the aggregate.

#### **G. Employee Notice of Supplemental Paid Sick Leave**

Covered Employees must notify AHA that they intend to take SPSL. The Covered Employee may provide such notice either orally or in writing to their immediate supervisor or to the Human Resources Department.

#### **H. Employee Status While on Leave:**

AHA will compensate Covered Employees who use SPSL according to the manner described in this policy and will otherwise treat Covered Employees who use COVID-19 Supplemental Paid Sick as if they are using paid sick leave according to AHA's Sick Time Policy.

#### **I. Employee Obligations for Requesting Retroactive Payments for Prior Leave that Qualified as SPSL**

Employees are entitled to SPSL retroactive to January 1, 2021.

If AHA did not compensate the employee for leave that would otherwise have qualified as SPSL between January 1, 2021 and the effective date of this policy, in an amount equal or greater to what the employee would have been entitled to under this policy, the employee is eligible for a retroactive payment from AHA for such leave.

In order to receive payment for such leave, employees must make an oral or written request to be paid for such leave to AHA's Human Resources Department.

For any such retroactive payment, the number of hours of leave corresponding to the amount of the retroactive payment shall count towards the total number of hours of SPST that the employer is required to provide to the Covered Employee.



# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: April 21, 2021

RE: Accept the Monthly Overview Report for the Housing Programs Department

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## **BACKGROUND**

This memo provides a high-level overview of Housing Programs Department (HPD) activities for the prior month.

### Funding Update

A review of the Two-Year Tool (TYT) revealed a projected year end amount of \$2.1 mil in HAP reserves with a utilization rate of 93.2% of funding. This increase is due to additional funding after AHA successfully completed shortfall. Under indicator 1 of SEMAP which is worth up to 20 points, AHA must have utilized at least 98% of its HAP funds to receive full points for SEMAP. With area rent dropping staff have been unable to approve many of the rent increases request owners have requested recently. Staff have negotiated lower rent increases amounts to ensure owners are given the maximum amount that is rent reasonable. However, it will be a challenge to make the SEMAP standard for lease up this year if SEMAP leasing numbers are applied, Staff continue working to utilize those funds by increasing AHA leasing efforts.

### Waitlist Opening Update

Staff have started the process to purge and lease up the final names on the 2015 Housing Choice Voucher Program waitlist. Application packets were mailed on March 25, 2021, with a return date of April 8, 2021. To date 38 applicants responded and of those interested 10 applicant's packets have been returned. Staff have begun determining eligibility for those and our goals is to complete that process and issue vouchers to all applicants determined eligible no later than May 3, 2021. At the same time, preparations have started for the opening of the new waitlist which is expected to be complete in 2021.

### Online Annual Recertification

The online recertification system continues to be an asset for the Agency which allows participants the opportunity to complete their annual recertifications from the comfort and safety of their homes, at a time when in-person processing could put many participants at risk. In FY 2020.





Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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For the month of March 2021 staff completed 114 online recertification. The online process has proven to be a convenient and efficient way to process annual recertification particularly during the current health crisis. Staff continue to help participants virtually with registration and data entry.

#### Online Interim Process

The online interim process became available in the month of May 2020. Participants continue to report increases/decreases in income, and household composition changes through the Rentcafe portal. This online interim process has been beneficial to participants during this COVID period due to the shelter in place orders and participants inability to submit paperwork directly to the office. In the month of March staff completed 79 interim adjustments.

#### Waivers Update

The Housing Authority of the City of Alameda (AHA) have continued to update the board with a monthly chart of implemented waivers as staff determine the need to implement them. Attached is an updated chart of the waivers staff have implemented to date.

#### HPD STATISTICS - See Attachment 1: Housing Programs Department Performance Report

### **RECOMMENDATION**

Accept the Monthly Overview Report for the Housing Programs Department.

Respectfully submitted,

DocuSigned by:  
  
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Lynette Jordan  
Director of Housing Programs

Attachments:

1. Housing Programs Department Performance Report
2. Implemented Waivers



Attachment 1 - Housing Programs Department Performance Report  
Month of March 2021

Item	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<b>HAP spent for month</b>	<b>\$2,781,531</b>	<b>\$ 2,794,623</b>	<b>\$2,729,695</b>										<b>\$ 8,305,849</b>
Vouchers under lease at start of month	1513	1515	1512										n/a
Vouchers issued during the month	0	2	4										6
New units leased in private market	4	10	4										18
New units leased in affordable market	0	1	0										1
Seeking vouchers	23	25	28										76
Port outs leased	0	0	3										3
Port ins leased	2	1	3										6
Annuals completed	132	125	114										371
Interims completed	48	29	79										156
Rent Increases completed	20	10	35										65
Inspections conducted	0	9	0										9
Inspections passed first time	0	9	0										9
Hearings requested	4	2	3										9
Hearings held	1	0	1										2
End of Participation *	1	0	1										2

\* includes deaths, over income, voluntary surrender of voucher, etc.

ATTACHMENT 2

**CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT (PUBLIC LAW 116-136) HOUSING CHOICE VOUCHER PROVISIONS**  
**HOUSING AUTHORITY OF THE CITY OF ALAMEDA (CA062)**  
**IMPLEMENTATION OF PIH NOTICE 2020-33 WAIVERS**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
HQS-5: Biennial Inspections	<u>Statutory Authority</u> Section 8(o)(D)  <u>Regulatory Authority</u> §§ 982.405(a), 983.103(d)	<ul style="list-style-type: none"><li>Allows for delay in biennial inspections</li><li>PHAs must require owner certification there are no life-threatening deficiencies</li><li>All delayed biennial inspections must resume by 6/30/21 and be completed by 12/31/21</li></ul>	7/2/2020	6/30/21  12/31/21	HQS inspections will be delayed but missed inspections must be conducted within 1 year of due date. Owner will need to make certification.
HQS-6: Interim Inspections	<u>Statutory Authority</u> Section 8(o)(8)(F)  <u>Regulatory Authority</u> §§ 982.405(g), § 983.103(e)	<ul style="list-style-type: none"><li>Waives the requirement for the PHA to conduct interim inspection and requires alternative method</li><li>Allows for repairs to be verified by alternative methods</li></ul>	7/2/2020	6/30/21	HQS inspections will be delayed and expanded use of self-certification.
HQS-9: HQS Quality Control Inspections	<u>Regulatory Authority</u> § 982.405(b), 983.103(e)(3)	<ul style="list-style-type: none"><li>Provides for a suspension of the requirement for QC sampling inspections</li></ul>	7/2/2020	6/30/21	Quality Control HQS inspections will be delayed, but must resume with proper notice

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
HCV-2: PHA Oral Briefing	<u>Regulatory Authority</u> § 982.301(a)(3) § 983.252(a)	<ul style="list-style-type: none"> <li>• Waives the requirement for an oral briefing</li> <li>• Provides for alternative methods to conduct required voucher briefing</li> </ul>	7/2/2020	6/30/21	Briefings for transfers or new admissions are being performed on alternate, virtual platforms with documents mailed prior to virtual meeting.
HCV-3: Term of Voucher - Extensions of Term	<u>Regulatory Authority</u> § 982.303(b)(1)	<ul style="list-style-type: none"> <li>• Allows PHAs to provide voucher extensions regardless of current PHA policy</li> </ul>	7/2/2020	6/30/21	Would impact new admissions or transferring participants if 180-day voucher is about to expire. Would need to submit written request for extension.
11 b: SEMAP	<u>Regulatory Authority</u> 24 CFR Part 985	<ul style="list-style-type: none"> <li>• PHA to retain prior year SEMAP score unless requests otherwise</li> </ul>	7/2/2020	HUD will resume issuing new SEMAP scores for FYE 6/30/21	Minimal impact on participants as this is a HUD-required audit performed by staff. Allows Agency to retain High Performer status when unable to complete HQS inspections.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemente	Availability Period Ends	Effect on Participants
HQS-8: PBV HAP Contract: HQS Inspections to Add or Substitute Unit	Statutory Authority Section 8(o)(8)(A) Regulatory Authority §§ 983.207(a), 983.207(b) Sub-regulatory Guidance HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"><li>Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no lifethreatening deficiencies</li><li>Allows for delayed full HQS inspection NLT 1-year anniversary of date of owner's certification</li></ul>	5/21/2020	6/30/21  1-year anniversary of date of owner's certification	Minimal impact on existing participants as these are new units to a contract
11b-2: SEMAP Certification Timing	Regulatory Authority § 985.101(a)	<ul style="list-style-type: none"><li>Waives the requirement for PHAs to submit an annual SEMAP certification in PIC within 60 days of FYE during the period of time that HUD will roll forward prior year SEMAP scores</li></ul>	11/30/2020	6/30/21	Minimal impact on participants as this is a HUD-required administrative function.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemente	Availability Period Ends	Effect on Participants
MR-5: PHA Inspection Requirement: Annual Inspections	Regulatory Authority § 882.516(b)	<ul style="list-style-type: none"><li>• Waives the annual inspection requirement and allows PHAs to delay annual inspections for Mod Rehab units</li><li>• All delayed annual inspections must be completed as soon as reasonably possible but no later than one year after the date the annual inspection would have been required absent the waiver</li></ul>	8/26/2020	6/30/21	HQS inspections will be delayed but missed inspections must be conducted within 1 year of due date.
HCV-5 Absence from Unit	<u>Regulatory Authority</u> §§ 982.312	<ul style="list-style-type: none"><li>• Allows for PHA discretion on absences from units longer than 180 days</li><li>• PHAs must not make HAP payments beyond12/31/20 for units vacant more than 180 consecutive days</li></ul>	1/1/2021	<ul style="list-style-type: none"><li>• 6/30/21</li></ul>	Allows participants to be out of unit for more than 180 consecutive days





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Greg Kats, Rent Program Director

Date: April 21, 2021

RE: Accept the Monthly Overview for the Alameda Rent Program

## **BACKGROUND**

The monthly reports for the Alameda Rent Program are available at [www.alamedarentprogram.org](http://www.alamedarentprogram.org). For outcomes of submissions reviewed, please see the full report available online.

	January	February	March
Submissions for staff review of rent increases and/or registration information	2	15	17
Termination of tenancy submissions	1	0	1
Buyout agreement submissions	0	0	3
Temporary relocation payment submissions	0	0	0
Capital Improvement Plan submissions	0	0	0
Petitions submitted for a rent adjustment hearing	1	8	11
Requests submitted for an appeal hearing	0	0	0
Number of hearings held*	0	1	5

*\*Does not include continuations. Hearings may not be held the same month as submission. Petitions and requests may be withdrawn prior to the hearing because the parties are able to resolve the matter.*

## **MONTHLY UPDATE**

The Rent Program collaborated with the City of Alameda to present a revised Capital Improvement Plan (CIP) process, and an amended CIP Ordinance, at the January 19, 2021 meeting of the Alameda City Council. In an effort to make the CIP process more accessible



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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and to encourage upgrades of available rental housing stock, the new process would have reset the monetary threshold for CIP applications and applied a set amortization schedule for pass through costs. At the January 19, 2021 City Council meeting, the revised CIP legislation was approved by a 3-2 vote, and then went before the City Council again, for a second read, on February 2, 2021. At the February 2, 2021 meeting, the Alameda City Council decided to send the legislation back to staff for further revision. An updated draft of the CIP Ordinance is scheduled to go before the City Council at their April 20 meeting.

At the April 20, 2021, City Council meeting, the City Council will also hear a proposal from City staff to increase annual program fees to \$155 for fully-regulated units and \$107 for partially-regulated units. Currently, annual program fees are set at \$132 for full-regulated units and \$84 for partially-regulated units.

Rent Program staff continues to work with landlords in order to assist them in remedying cases of non-compliance with program requirements, particularly in regards to invalid rent increases; which were discovered through the registration process. Staff are compiling a report of unresolved, invalid rent increase cases for enforcement action by the City Attorney's Office.

Staff also continues processing incoming petition requests from landlords and tenants challenging their MAR determinations. In March, five rent adjustment petition hearings took place and another 20 petitions are pending additional documentation from the petitioners.

In May 2021, the Alameda Rent Program will announce the new Annual General Adjustment, which will become effective on September 1, 2021. The AGA is calculated at 70% of the percentage change in the Consumer Price Index (CPI) for the 12-month period ending in April of each year, with a floor of 1% and a ceiling of 5%.


In May 2021, the Rent Program will also announce the new permanent relocation payment rates effective on July 1, 2021. The permanent relocation payment rates are based on HUD's Fair Market Rent (FMR) estimates for the Oakland-Fremont metro area and are adjusted annually based on the percentage change of the "rent of primary residence" component of the CPI-W Index for the San Francisco-Oakland-Hayward area.

In late April 2021, the Rent Program will send out registration notices for the Year 2 registration cycle. The annual registration and fee payment cycle will begin simultaneously on May 1, 2021. The registration and payment deadline is currently scheduled for July 31, 2021, but may be extended by the City Council, as it was last year.

### **RECOMMENDATION**

Accept the Monthly Overview for the Alameda Rent Program.

Respectfully submitted,

DocuSigned by:  
  
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Greg Kats  
Rent Program Director

Attachment(s):

1. Monthly Registration Update





PHONE (510) 747-4300  
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TTY/TRS 711

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### **ATTACHMENT 1 - MONTHLY REGISTRATION UPDATE**

The final deadline for the online registration process for City of Alameda residential rental properties was May 25, 2020. Alameda Rent Program staff are currently processing late submissions and updating unit data in the Rent Registry database. The Alameda Rent Program will continue to process late submissions, as they come in.

The latest registration and fee payment statistics indicate the following:

- 82.43 % of rental properties are registered
- 87.33% of rental units are registered
- 1,388 unit exemptions requested
- 94.81% unit exemptions approved
- 416 property exemptions requested
- 86.30% property exemptions approved
- \$1,558,714.80 in annual fee payments collected

During the month of March 2021, staff processed the following Rent Registry submissions:

- 108 rent increase errors
- 17 unit exemptions
- 9 property exemptions
- 7 new owner amendments
- 176 new tenant amendments





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
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TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Stephanie Shipe, Director of Portfolio Management

Date: April 21, 2021

Re: Accept the Monthly Overview Report for Property Operations

---

## **BACKGROUND**

This memo provides a high-level overview of the Property Operations Department's activities for the month of March 2021.

## **DISCUSSION**

The attached table (Attachment 1) summarizes property performance of all sites including AHA owned and managed, affiliate owned, and managed by The John Stewart Company (JSCo). It excludes performance for Rosefield Village as the property is undergoing rehabilitation and construction.

For the month of March AHA managed Independence Plaza and Anne B Diamant. The remainder of the properties are third party managed by JSCo with staff paying close attention to rent reports, ledger updates, and vacancy applicant information.

## **VACANCY**

The attached table (Attachment 1) reflects twelve (12) vacancies out of five hundred seventy-six (576) units for all properties including: AHA owned and managed; affiliate owned; and third party managed by JSCo, as of the end of March. Progress is taking place in filling the vacancies. Of the fifteen vacant units, thirteen are turned and ready for occupancy. Of the twelve (12) vacant units, two (2) are to be filled by AHA and the remainder by JSCo.

Lease up coordination between AHA Property Management, JSCo, and AHA Housing Programs continues with a common goal to fill vacancies as expeditiously as possible. Vacancies that do not have a waitlist are posted on the AHA website and applications are available through contacting the resident managers, as well as GoSection 8, the Section 8 online search engine and on Craig's List.

## **RENT COLLECTIONS**

The attached table (Attachment 1) provides the collection rate versus budget for all AHA owned and managed, affiliate owned, and managed by The John Stewart Company (JSCo). An explanation for properties with a collection rate below 98% or above 100% is provided below.

The collection rate for Parrot Village and Gardens is 90.5% and Eagle is 97.8%. This is primarily the result of missed rent payments by residents affected by income loss due to COVID 19. All



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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residents have been given the SB-91 Notice and have been referred to LifeSTEPS. JSCo and AHA are sending out monthly statements to residents to encourage payment plans. In the first week of April AHA and JSCo staff will be submitting for rental reimbursement for all residents on the Alameda County website. Residents will also have to login to their website to upload document to verify the need and LifeSTEPS will be assisting residents to complete this step. Evictions due to non-payment of rent are currently prohibited by state and federal law.

### RENT INCREASES

Rent increases for 2020 were issued through the end of June 2020. As staff reported previously, due to the existing health crisis, AHA temporarily ceased all rent increases, except annual PBV rent increases, through June 30, 2021 at which time this decision will be revisited.

AHA continues its process of rightsizing over housed households. All households who are over housed and have a HCV, have been, or will be, offered an opportunity to move to the correct sized unit when available, provided they are in good standing with AHA.

### ADDITIONAL UPDATES

Staff continues to review and update our policies and procedures as the pandemic progresses. Staff continues to focus on mitigating risk to tenants and themselves during the health situation and to operate the properties as efficiently and effectively as possible within the various constraints that the existing parameters require.

### Vaccinations

AHA Staff have been working with Alameda County throughout the month of February and March to schedule mobile clinics to come out to our properties to do vaccinations according to the current tier. We were able to secure appointments for Anne B Diamant on March 4<sup>th</sup>, 2021 and Independence Plaza on March 11<sup>th</sup>, 2021 for the first Moderna vaccination. Little John Commons residents' joined the clinic at Anne B Diamant. LifeSTEPS played a significant role in helping us sign up senior residents at Anne B Diamant, Independence Plaza and Little John Commons. The second vaccination clinics are scheduled for April 1<sup>st</sup>, 2021 at Anne B Diamant and April 8<sup>th</sup>, 2021 at Independence Plaza.

We have already submitted the list of our family properties to Alameda County to sign up for mobile vaccination clinics as well and we anticipate they will be ready to schedule those properties according to the tier, which we should be shortly after April 15<sup>th</sup>, 2021.

### Social Services

Staff continues to be in discussions with LifeSTEPS to ensure there is ongoing support for tenants, especially during these very trying and challenging times. LifeSTEPS has been providing remote aid to tenants and households and continues to link them to financial service agencies, as needed. LifeSTEPS is providing Zoom classes to foster greater interaction among tenants and decrease the sense of isolation many of AHA's tenants are feeling, especially those who live alone.

AHA tenants continue to avail themselves of the Food Bank services during the Shelter in Place. AHA continues to manage the logistics of these services, including providing staff to package, and deliver the food to the front door of 150 households on a bi-weekly basis. Staff from different departments participate in this activity.



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
Page 3 of 3

### Maintenance

Staff continue to focus on turning vacant units with an ongoing financial savings by carrying out this work in house. During the month of March staff resumed routine work orders in occupied units. Protocols have been established to mitigate face to face interactions with tenants and staff when work takes place in the units. Given that most people tend to be home when maintenance is to enter, there is a questionnaire and protocols that must be adhered to if work is to be completed in the occupied units.

HQS inspections began the first week of April 2021. To this end, staff are working on a plan to make sure units are ready for these inspections.

The attached table (Attachment 1) shows the work orders completed for March 2021.

### Police Contract

Staff continue to discuss the long-standing police services agreement with the City and will return to the Board with an update at a later meeting.

### Capital Projects

The attached table (Attachment 2) summarizes Housing Authority budgeted Fiscal Year 2020-2021 capital projects currently underway.

### Update on Feasibility of Camera Installation at Esperanza Apartments

Staff have been working with a company, Verkada, to potentially provide wireless cameras throughout the property. The cost for this would be significantly less than doing a standard hard-wired camera. Staff will be installing two cameras; one in front of the office and the other at the back of the property, to test out the camera's performance as well as the feasibility throughout the project.

### **FINANCIAL IMPACT**

Report only, no financial impact.

### **RECOMMENDATION**

Accept the Monthly Overview Report for Property Operations.

Respectfully submitted,

DocuSigned by:  
  
067A82C02F5F4B1...

Stephanie Shipe  
Director of Portfolio Management

Attachment(s):

1. Property Performance for the month of March
2. FY 2020-2021 Capital Projects Update

## ATTACHMENT 1

## Month of March 2021

Property Name	Owned by	Managed by	Total units	Senior or Family	Manager units	Gross Potential Rent	Tenant Rent Collected	Subsidy collected	Total Rent Collected	% collected
Independence Plaza	AHA	AHA	186	Senior	1	\$ 197,842	\$ 138,739	\$ 60,161	\$ 198,900	100.5%
Anne B Diamant	AHHC	AHA	65	Senior	1	\$ 102,601	\$ 23,282	\$ 78,518	\$ 101,800	99.2%
Esperanza*	AHA	JSCO	120	Family	1	\$ 345,225	\$ 72,696	\$ 269,168	\$ 341,864	99.0%
China Clipper*	AHHC	JSCO	26	Family	1	\$ 46,601	\$ 12,764	\$ 34,287	\$ 47,051	101.0%
Scattered Sites*	AHA	JSCO	34	Family	0	\$ 59,746	\$ 12,390	\$ 47,356	\$ 59,746	100.0%
Parrot Village and Gardens*	AHA	JSCO	58	Family	1	\$ 151,196	\$ 27,805	\$ 109,019	\$ 136,824	90.5%
Littlejohn Commons*	ICD	JSCO	31	Senior	1	\$ 52,265	\$ 10,348	\$ 41,384	\$ 51,732	99.0%
Everett Commons*	ICD	JSCO	20	Family	1	\$ 45,861	\$ 10,719	\$ 35,142	\$ 45,861	100.0%
Eagle Village*	AHA	JSCO	36	Family	1	\$ 87,784	\$ 17,955	\$ 67,909	\$ 85,864	97.8%
TOTAL			576		8	\$ 1,089,121	\$ 326,698	\$ 742,944	\$ 1,069,642	98.2%

Property Name	Owned by	Vacant units at month end	Vacancy rate %	Units offline for rehab	Vacancy rate excluding offline units	Move ins scheduled in next month	Anticipated move outs next month	Maintenance requests completed	Evictions pending with legal
Independence Plaza	AHA	1	0.5%	0	0.5%	1	1	153	1
Anne B Diamant	AHHC	1	1.6%	0	1.6%	1	0	38	
Esperanza*	AHA	2	1.7%	0	1.7%	2	3	21	1
China Clipper*	AHHC	1	4.0%	0	4.0%	1	0	11	
Scattered Sites*	AHA	4	11.8%	0	11.8%	0	1	3	
Parrot Village and Gardens*	AHA	2	3.5%	0	3.5%	3	1	26	
Littlejohn Commons*	ICD	0	0.0%	0	0.0%	0	0	2	
Everett Commons*	ICD	0	0.0%	0	0.0%	0	0	5	
Eagle Village*	AHA	1	2.9%	0	2.9%	1	2	23	1
TOTAL		12	2.1%	0	2.1%	9	8	282	3

## ATTACHMENT 2

## Capital Projects Update

## FY 2020-2021 Capital Projects-Scheduled

Property	Project	Original Contract or Budget Amount	Approved Change Orders	Current or Revised Budget Amount	Original Substantial Completion	Expected or Actual Substantial Completion	Status
AHA Office	Garage Partial Conversion	1,200,000				TBD	Architecture firm selected and initial work started
AHA Offices	Office Upgrades related to COVID-19	150,000					Ongoing
AHA Office	New Maint Van (w/rear & side doors)	45,000				March 2021	Complete
All Properties	Paint & Carpet 10% of Portfolio	420,000					Ongoing at unit turns; remainder of portfolio pending lifting Shelter in Place
Anne B Diamant	Balcony Repairs (44 Balconies)	100,000				3/30/2020	Pending lifting of shelter in place and RFP issuance and award
Esperanza	Site Work (Lender Required)	100,000		86,500		8/21/2020	Complete
Independence Plaza	Exterior Renovations (walkway lighting, trellis repairs)	150,000				6/30/2020	Anticipate Issuance of RFP in 2021
Independence Plaza	Balcony Repairs (125 Balconies)	250,000				6/30/2020	Pending lifting of shelter in place and RFP issuance and award
Parrott	Parking Lot Seal & Stripe					11/15/2020	Complete
Parrott Gardens	Roof Repair--1854 St. Charles	22,000				10/31/2020	Complete
North Housing	Demolition and Related Costs	3,000,000		5,204,000			See HCD Report

## FY 2019-20 Capital Projects Update (Scheduled)

Property	Project	Original Contract or Budget Amount	Approved Change Orders	Current or Revised Budget Amount	Original Substantial Completion	Expected or Actual Substantial Completion	Status
Anne B Diamond & Independence Plaza	Balcony Assessment	200,000	0	200,000	11/1/2019	12/15/2019	Inspections COMPLETE; ABD report received & currently under review; IP report scheduled for review in September 2020
Sherman Street	Plumbing	25,000	0	80,000	11/1/2019	11/30/2020	Base scope work COMPLETE; staff currently coordinating finish repairs; one unit back online
Lincoln House	Fire Damage	101,000	-	236,500	11/26/2019	10/30/20	Construction has begun and is scheduled to conclude in October, though delays due to window delivery
Independence Plaza	ADA Doors	160,000	0	68,000	8/2/2019	11/15/2019	COMPLETE
Independence Plaza	Sprinkler Inspections/Repairs	14,995	0	14,995	10/15/2019	10/15/2019	COMPLETE
Sherman Street	Roofing	145,000	0	145,000	10/18/2019	10/18/2019	COMPLETE
Haight Avenue	Renovation Project (Pending Acquisition)	500,000	-	500,000	-	-	No update, project pending acquisition
Rosefield Village	Redevelopment Project	7,000,000	-	7,000,000	2020	2020	See HCD Report
North Housing	Demo/New Construction	3,000,000	-	3,000,000	2024	2024	See HCD Report





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: April 21, 2021

Re: Accept the Monthly Overview Report for Housing Development

---

## **BACKGROUND**

This memo provides an overview of the Housing Development departmental activities for the prior month.

## **DISCUSSION**

### Island City Development

The Housing Authority previously made two predevelopment loans to Island City Development (ICD) on behalf of two development projects: North Housing and Rosefield Village. The loan balance and project details are discussed in the subsequent project specific Board reports.

### Affordable Housing Project Pipeline

- *Rosefield Village* – An update report on the project is presented as a separate Board item.
- *North Housing* – An update report on the project is presented as a separate Board item.
- *Feasibility Studies* – The feasibility studies of two potential projects were discussed in the Closed Session of the January 20, 2021 Board Meeting. One is on hold and the second is in process.
- *Development Pipeline Report 2020-2025* – An updated report is presented as a separate Board item.

Staff continues to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available.

### Asset Management

Staff is finalizing the insurance renewals for the organization including General Liability Excess coverage and North Housing Pollution Liability. Staff continues to complete the monthly financial review of all properties. Staff is preparing for inspections at various properties including lender inspection at Esperanza Apartments, City of Alameda HOME monitoring compliance inspections at China Clipper, Sherman House and the Senior Condos. Staff also completed a Third Amendment update to the LPA for Everett and Eagle LP to match the final TCAC and County of

Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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Alameda restrictions. Staff is working with Satellite Affordable Housing Associates on a Second Amendment to the LPA changing terms for soft loans to be included in waterfall calculations paid through residual receipts. Staff is finalizing budgets with 3<sup>rd</sup> party property management company, The John Stewart Company. Staff is completing the annual compliance reports with Alameda County Community Development Agency. Staff completed the annual compliance reporting for LIHTC properties Everett Commons, Littlejohn Commons and Constitution and Eagle, LP (Rosefield Village) with the California Tax Credit Allocation Committee (CTCAC). Staff is continuing to work with the working group on the AAHC properties transfer project.

### Staffing

The Housing Department is recruiting for a new Asset Manager.

### RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

Respectfully submitted,

DocuSigned by:  
  
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Sylvia Martinez  
Director of Housing Development



## Housing Authority of the City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: April 21, 2021

Re: Accept the February and March Monthly Development Report for North Housing

---

### **BACKGROUND**

The North Housing Project is the redevelopment of approximately 12 acres of land at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. The Housing Authority is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. On February 21, 2016, the Board authorized acceptance of the Quit Claim deed for conveyance of the property to the Housing Authority. On June 5, 2018, City Council approved the resolution for transfer of the North Housing site to the Housing Authority. North Housing successfully transferred to Housing Authority ownership on May 30, 2019. The Board approved the Agency's Vision for the North Housing site at its August 2019 meeting.

Please see previous monthly Board reports for project details prior to this month's update. Documentation of the master planning process may be found at [www.northhousing.org](http://www.northhousing.org).

### **DISCUSSION**

The Development Plan was approved at the Special Planning Board Meeting on August 17, 2020 and the Tentative Map was approved at the City Council Meeting on September 15, 2020.

Work is moving ahead to prepare the site for development. Singleton Road has now been opened to the public and subject to a use agreement with the City. Carmel Partners has demolished all the buildings and is completing demolition of the foundations. Staff is processing draw #7. The demolition is complete and staff is discussing payment of retention and close-out. Habitat for Humanity demolition of the buildings on their site is also complete.

Staff has continued discussions with our partners, APC and Building Futures, to update and refine the MOU. Staff is working with HKIT Architects and our partners on Block A which includes the first phase of 90 units of permanent supportive housing. Staff expect to present the latest schematic design at the next Board of Commissioners meeting in May 2021.

Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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## **FINANCIAL IMPACT**

In November 2020, the Board authorized a predevelopment loan of \$6,238,000 for costs associated with master planning, carrying costs, demolition, and pre-development work for the first 90 units of permanent supportive housing. Funds are being disbursed to ICD on an as-needed basis. The chart below summarizes expenses through March 31, 2021.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes demolition)	\$3,316,860
First Building Pre-Development (90 units PSH)	\$9,710
Carrying Costs (see following for details)	\$442,661
Grand Total	\$3,769,231

<u>North Housing Carrying Costs-Details</u>	
<i>Predevelopment Category</i>	<u>Total</u>
Classified Ads and Public Notices/outreach material	\$550
Furniture and Equipment - Fencing	\$141,650
Insurance - Other	\$4,293
Legal Expense	\$6,010
Office Supplies/Equipment	\$542
Prepaid - Other	\$7,286
Professional Services (Other)	\$17,208
Security, Landscape & Other Maintenance	\$234,615
Survey/Title Fee	\$29,785
Taxes & Government Fees	\$722
Grand Total	\$442,661

## **RECOMMENDATION**

Accept the February and March Monthly Development Report for North Housing.

Respectfully submitted,

DocuSigned by:  
  
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Tony Weng  
Senior Project Manager



## Housing Authority of the City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Allyson Ujimori, Senior Project Manager

Date: April 21, 2021

RE: Accept the February and March Monthly Development Report for Rosefield Village

---

### **BACKGROUND**

The Housing and Community Development Department provides monthly reports on projects under construction where either the Housing Authority of the City of Alameda (AHA) or Island City Development (ICD) is acting as developer and provides performance guarantees.

The Rosefield Village project includes new construction of 78 units and renovation of 14 units, totaling 92 units located on the 700 block of Buena Vista Ave. ICD is the developer. The overall project scope includes both, rehabilitation of existing structures and construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry, property management offices, social service coordination offices, a community room, and central courtyard with play structures. Twelve existing units, in five buildings, on the east and west sides of the new building will be renovated, and one house will be converted into a duplex. Please see previous monthly Board Reports for project details prior to this month's update.

### **DISCUSSION**

The overall project completion and billing percentage through March 31, 2021 is approximately 15%.

This month's construction activities included site work, trenching for underground utilities, rough framing for rehab buildings, installing and pouring the concrete foundation. There is one change order for the current month. Change Order #7, in the amount of \$18,805.67, is approved.

Owner contingency funds are held separately from the contract and when change orders are approved, the original construction contract value will increase accordingly as shown in the table below:

**Contingency Budget**

	Original Budget	Previous Revisions	Current Revisions	Revised Budget
Construction Contract	\$38,218,849	\$367,742	\$18,806	\$38,605,397
Hard Costs Contingency	\$4,586,262	-\$367,742	-\$18,806	\$4,199,714
Soft Cost Contingency	\$300,000	-\$155,037	\$0	\$144,963

**General Construction Contract Utilization**

Contract Total	Value of Work Completed to Date	Retention Withheld	Amounts Paid to Date	Balance to Finish
\$38,586,591	\$5,813,515	\$513,851	\$5,299,664	\$33,286,927

Staff continues to work with AHA Property Management Department and the John Stewart Company on temporary relocation needs for the remaining households for when their units are scheduled for renovation. On March 31, 2021, one of two households at 738 Eagle Ave moved out. This unit is currently being turned and will be re-leased. Below is an update on the relocation status through March 31, 2021:

Total Units	Vacant Units	Moves Completed	Currently Occupied	Remaining Units to Permanently Relocate	Remaining Units to Temporarily Relocate
53	50	30	3*	0	2

\* There are two units at 738 Eagle Ave, and this building was previously renovated.

**FINANCIAL IMPACT**

ICD funds were advanced to Rosefield to fulfill the General Partner Capital Contribution requirements. Rosefield Village closed on its construction financing on August 11, 2020. Per the capital financing structure, Island City Development (ICD) was required to contribute One Million One Hundred Fifteen Thousand Dollars (\$1,115,000) in General Partner Capital Contributions.

Under the construction lender requirements, the \$1.115M GP Capital Contributions were required at the time of construction loan closing before any disbursement of construction loan proceeds. The GP Capital Contribution timing was initially contemplated to come in at project completion and the lender requirement for the GP Capital Contribution at construction loan closing became clear just before loan closing.

At the time of loan closing, there was sufficient cash held in the ICD bank account allocated for the North Housing project, and the North Housing project was on-hold. To meet the targeted closing date, ICD cash was used to satisfy the GP Capital Contribution requirement for Rosefield Village.

Based on the agreed-upon milestones set forth at construction loan closing with our funders, the \$1.115 GP Capital Contribution will be recovered by 50% Construction Completion.



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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The current construction draw schedule is shown below. The "\$ Disbursed" includes the current draw amount.

	<b>\$ Budget</b>	<b>\$ Disbursed</b>	<b>% Disbursed</b>	<b>\$ Balance</b>
<b>Land &amp; Buildings</b>	\$17,435,451	\$17,435,451	100%	\$0
<b>Hard Costs</b>	\$43,365,111	\$5,502,943	13%	\$40,500,423
<b>Soft Costs</b>	\$15,751,616	\$5,945,219	38%	\$10,702,494
<b>Total</b>	\$76,552,178	\$28,883,613	38%	\$51,202,917

### **RECOMMENDATION**

Accept the February and March Monthly Development Report for Rosefield Village.

Respectfully submitted,

DocuSigned by:  
  
 418D73564575498...  
 Allyson Ujimori  
 Senior Project Manager





PHONE (510) 747-4300  
 FAX (510) 522-7848  
 TTY/TRS 711

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To: Honorable Chair and Members of the Board of Commissioners

From: Daniel Mills, Management Analyst

Date: April 21, 2021

Re: Accept the Monthly Overview Report on Procurement

---

## **BACKGROUND**

This memo provides an overview of the procurement activities for the agency for the months of February and March.

## **DISCUSSION**

Staff continues its internal status review of all department contracts and procedures to ensure compliance and address any deficiencies. A listing of recently closed, current and upcoming RFQs and IFBs can be found at the end of this overview.

Developing systems and processes to further automate and standardize procurement, both inter and intra departmental, will be a focus moving forward. This includes, but is not limited to, centralizing and maintaining contractor lists, contract information and procurement documents, enhancing Yardi utilization, and account reconciliation. Development and implementation will be a team effort within departments and AHA and we will inform the Board of all developments.

### Other Procurement Notes:

- Staff is having ongoing discussions with some vendors to ensure compliance with contract expectations. In some areas, this has resulted in increased monitoring and deferring payments on invoices.
- As previously reported, we have decided to enter into a contract with CivicPlus to purchase CivicClerk, their Board Management Software, to assist in generating and distributing the scheduled Board memos. The contract has been executed and implementation has begun. Staff will provide the Board with training on the new system prior to rollout which is expected in May.
- Staff is requesting an extension to our evictions attorney Bill Ford's contract. The request and amendment are included in a separate memo.
- The contract for social services with LifeSTEPS expires April 30, 2021. Staff is requesting a short-term contract as a sole source provider to ensure continued services during the current health crisis. The request and amendment are included in

Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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a separate memo. Staff will conduct an RFP process to ensure the successful bidder is able to provide services starting January 1, 2022.

AHA solicitations can be found here:

[http://www.alamedahsg.org/working\\_with\\_us/business\\_opportunities](http://www.alamedahsg.org/working_with_us/business_opportunities).


A summary of current, past and upcoming RFPs and ITBs is provided below:

<b>RFP/IFB</b>	<b>Description</b>	<b>Status</b>
Benefits Broker	For AHA personnel.	RFP to be issued in Spring 2021.
Board Memo Management	Services and support	Implementation started.
Copier Services	For the AHA Office	RFP to be issued in Spring.
Inspection Services	For HQS	RFP closed, under internal review.
Payroll Services	For AHA personnel.	RFP to be issued in late 2021.
Recruiting Services	For AHA open positions.	Bidding closed and received, under internal review.
Website Services	For the main AHA website.	RFP currently being drafted.

### **RECOMMENDATION**

Accept the Monthly Overview Report on Procurement.

Respectfully submitted,



Daniel Mills  
Management Analyst



# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: April 21, 2021

Re: Authorize the Executive Director to authorize and make minor edits to a Short-Term Contract with Life Skills Training and Educational Programs, Inc. ("LifeSTEPS") for Daily Social Services with the total Not to Exceed amount of \$219,873.00.

---

## **BACKGROUND**

On May 1, 2016, the Housing Authority of the City of Alameda (AHA) and Life Skills Training and Educational Programs, Inc. ("LifeSTEPS") entered into a consultant agreement in which LifeSTEPS provides daily social services to AHA tenants. The original term of the agreement was for three years with a completion date of April 30, 2019, with a not to exceed amount of \$435,000. The agreement also allows for a maximum of two additional 1-year extension options if mutually agreed upon by both parties.

In June 2017, the original agreement was amended to add an additional FTE employee, which would allow a FTE for the senior and family sites. The amendment also added services for Littlejohn Commons and Everett Commons to start when construction was completed and the properties were in service. At that time, the Board also approved to amend the agreement with a new amount of not to exceed \$729,264.

In August 2019, the second amendment was executed to add two additional years, with a total to not exceed five years and a new amount not to exceed \$1,160,310 for five years. The revised, and current, completion date is April 30, 2021. To date, \$ 925,919 has been spent under that contract.

## **DISCUSSION**

Due to COVID restrictions and the unique requirements of these services, the AHA has been unable to adequately locate and solicit potential vendors. There are few competitors in this field and the RFP will require significant time and outreach efforts when restrictions are fully lifted. The AHA plans on issuing another comprehensive RFP in the second quarter of 2021 to initiate the search for a service provider for the next 3–5-year contract executing in early 2022.



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
Page 2 of 2

Until this time, the AHA is requesting to negotiate and execute a short-term contract. We have completed five years with LifeSTEPS and consider them a valued partner in serving our tenants. LifeSTEPS services are an essential tool for AHA residents that assists and empowers the residents to maintain their housing and expand self-sufficiency. LifeSTEPS provides educational and supportive services such as financial classes, case management and health education services. Since the Authority is pleased with these services and performance, staff are requesting to execute a contract with LifeSTEPS in the amount \$219,873.00. The term of the contract will be May 1, 2021 until December 31, 2021.

### **FISCAL IMPACT**

The contract's not to exceed amount of \$219,873.00 for LifeSTEPS services is budgeted in the property budgets each year and the properties revenue can support the payments.

### **RECOMMENDATION**

Authorize the Executive Director to authorize and make minor edits to a Short-Term Contract with Life Skills Training and Educational Programs, Inc. ("LifeSTEPS") for Daily Social Services with the total Not to Exceed amount of \$219,873.00.

Respectfully submitted,



Vanessa Cooper  
Executive Director

Attachment(s):

1. Consultant Services Contract – Life Skills Training and Educational Programs, Inc. (LifeSTEPS)



## Attachment 1

**CONSULTANT SERVICES CONTRACT**

**THIS CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this 1 day of March 2021 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA" or "Client"), and LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC., a California nonprofit corporation, whose address is 4041 Bridge Street Fair Oaks, CA 95628, (hereinafter referred to as "Consultant" or "LifeSTEPS"), is made with reference to the following:

**RECITALS:**

A. AHA is a Housing Authority duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.

B. Pursuant to the Housing Authorities Law, AHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. AHA has determined that it requires professional services for social services.

D. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.

E. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

F. AHA and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on December 30, 2021, unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant shall provide the following services to AHA, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and AHA relies upon this representation. Consultant shall perform to the satisfaction of AHA, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to AHA that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of AHA.

2.4 Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.

2.5 Acceptance by AHA of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

2.6 HUD Requirements. Consultant agrees to comply with all relevant U.S. Department of Housing and Urban Development (HUD) requirements, including those set forth in the General Conditions for Non-Construction Contracts, form HUD-5370-C (11/30/2023), attached hereto as Exhibit "C" and incorporated as if fully set forth herein. In the event of a conflict between the provisions in the body of this Contract and Exhibit "C", the provisions set forth in Exhibit "C" shall prevail.

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed Two Hundred Nineteen Thousand Eight Hundred and Seventy-Three Dollars (\$219,873.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by AHA. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

*Housing Authority of the City of Alameda*  
 701 Atlantic Avenue  
 Alameda, CA 94501-2161  
 ATTN: LaTangeria Hollis  
 (510) 747-4317

Notwithstanding anything to the contrary contained herein, Consultant shall also have the right to submit digital invoices. All digital invoices should be sent to [LaTangeria Hollis at lhollis@alamedahsg.org](mailto:LaTangeria.Hollis@alamedahsg.org), with a CC to [accountspayable@alamedahsg.org](mailto:accountspayable@alamedahsg.org).

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total.

#### **4. ALTERATION OR CHANGES TO THE AGREEMENT.**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that AHA's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized AHA representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

**5. INSPECTION OF SERVICES.** All performances under this Agreement shall be subject to inspection by AHA. Consultant shall provide adequate cooperation to AHA

representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, AHA shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to AHA. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, AHA shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the Contract Price to reflect the reduced value of the services performed or products provided. AHA may also terminate this Agreement for default and charge to Consultant any costs incurred by AHA because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit an AHA representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

6. **TIME IS OF THE ESSENCE.**

Consultant and AHA agree that time is of the essence regarding the performance of this Agreement.

7. **INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties; and Consultant shall hold AHA harmless from any and all claims that may be made against AHA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of AHA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

AHA and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

8. **IMMIGRATION REFORM AND CONTROL ACT (IRCA).**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold AHA



harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

**9. NON-DISCRIMINATION.**

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

**10. INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless AHA, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (AHA employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AHA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to AHA the appropriate form of dismissal relieving AHA from any liability for the action or claim involved.

10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10.4 AHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by AHA, or the deposit with AHA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined

to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

# **11. INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the AHA harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. On or before the commencement of the terms of this Agreement, Consultant shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Housing Authority of the City of Alameda by certified mail."

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to AHA and licensed to do insurance business in the State of California.

An endorsement naming the AHA as additional insured shall be submitted with the insurance certificates.

## **A. COVERAGE:**

Consultant shall maintain the following insurance coverage:

### **(1) Workers' Compensation:**

Statutory coverage as required by the State of California.

### **(2) Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each

occurrence

\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

### **(3) Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
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### **(4) Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors, and omissions of Consultant in the amount of at least \$1,000,000.

**B. SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to AHA, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or AHA with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AHA shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

AHA, its Board of Commissioners, officers, employees, and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

Consultant agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**12. CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of AHA who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform AHA of all Consultant's interests, if any, which are or may be perceived as incompatible with the AHA's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to AHA employees.

In order to carry out the purposes of this section, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**13. PROHIBITION AGAINST ASSIGNMENTS.**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from AHA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to AHA by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**14. SUBCONTRACTOR APPROVAL.**

Unless prior written consent from AHA is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the

insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**15. PERMITS AND LICENSES.**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

**16. REPORTS.**

Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of AHA. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to AHA the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of AHA, and all publication rights are reserved to AHA.

All Reports prepared by Consultant may be used by AHA in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other AHA projects as appropriate.

Consultant shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement.

All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by AHA.

**17. RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by AHA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other

documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

**18. NOTICES.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to AHA shall be addressed to AHA at:

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
Attention: LaTangeria Hollis, Maintenance Specialist – Property Operations

All notices, demands, requests, or approvals from AHA to Consultant shall be addressed to Consultant at:

Life Skills Training and Educational Programs, Inc.  
4041 Bridge Street  
Fair Oaks, CA 95628  
Attention: Beth Southern, Executive Director

**19. NO SMOKING, DRINKING OR RADIO USE.**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any AHA site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

**20. TERMINATION.**

AHA may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for AHA's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Services attached as Exhibit A.

**20.1 Discontinuance of Services.** Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

**20.2 Effect of Termination for Convenience.** If the termination is to be for the convenience of AHA, then AHA shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date of termination. This

Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 **Effect of Termination for Cause.** In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 **Cumulative Remedies.** The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.** If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **COMPLIANCES.** Consultant shall comply with all state and federal laws, all City of Alameda ordinances and laws, and all rules and regulations enacted or issued by AHA. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform AHA and AHA shall direct Consultant on proper course of action.

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.** In the event Consultant receives payment under this Agreement which is later disallowed by AHA for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to AHA on request; or at its option AHA may offset the amount disallowed from any payment due to Consultant.

25. **NO PARTIAL DELIVERY OF SERVICES.** Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.** Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT.** Consultant shall not post, exhibit, display or allow to be posted, exhibited or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with AHA on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and AHA regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to AHA clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AHA information or data which is not subject to public disclosure; AHA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. **Nondisclosure and Nonuse Obligation.**



Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information.

**28.3. Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

**28.4. Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the AHA. At AHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

**29. WAIVER.**

Any waiver by AHA of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of AHA to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing AHA from enforcement of the terms of this Agreement.

**30. CAPTIONS.**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement

**31. ADMINISTRATION.** The AHA Executive Director (or designee) shall administer this Agreement on behalf of AHA and may issue all consents, approvals, directives and agreements on behalf of AHA called for by this Agreement, except as otherwise expressly provided for in this Agreement.

**32. GENERAL.**

**32.1** The Consultant shall comply with all applicable Federal, State and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

**32.2** Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of AHA and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that AHA may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against AHA relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which AHA shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives and agents.

### **33. ADDITIONAL FEDERAL REQUIREMENTS.**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and

subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

#### 34. **NONLIABILITY OF AHA OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of AHA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by AHA or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

#### 35. **ENTIRE AGREEMENT.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A - Scope of Services;
- ii. Exhibit B - Fee Schedule
- iii. Exhibit C - Form HUD 5370-C Section I and II

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

**"CONSULTANT"**

**LIFE SKILLS TRAINING AND  
EDUCATIONAL PROGRAMS, INC.**  
("LifeSTEPS"), a California 501 c3  
corporation

By: \_\_\_\_\_  
Beth Southorn  
Executive Director, LifeSTEPS

**"AHA"**

**HOUSING AUTHORITY OF THE CITY OF  
ALAMEDA**, a public body, corporate and  
politic

By: \_\_\_\_\_  
Vanessa Cooper, Executive Director

**EXHIBIT A****SCOPE OF SERVICES**

LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC., a California nonprofit corporation ("Contractor") shall provide the following services to the Housing Authority of the City of Alameda ("Authority" or "AHA") as required in the Consultant Services Contract ("Contract"):

**Area 1. Daily Social Services for Tenants at AHA Properties**

Provide one full-time equivalent (FTE) Social worker on-site. Employee must have graduated from an accredited four-year college or university and have at minimum four years of post-degree relevant work experience. Duties may be shared between more than one employee. Employee will be available 50 of 52 weeks per year with limited coverage available during absences.

Population to be Served

The AHA owns and manages 572 units of affordable housing in the City of Alameda. The units are in several complexes, all within four miles of each other. Depending on need, times at the following locations would likely include:

- ☐ Anne B. Diamant Plaza (65-unit senior complex) - two half days a week
- ☐ Esperanza (120-unit family complex) - two half days a week
- ☐ Independence Plaza (186-unit senior complex) - four half days a week
- ☐ Other Locations - drop in at all sites (once per month)
- ☐ Remaining time would be for administration, training, urgent cases and meetings on and off site.

Note: This contract applies to properties owned by AHA and/or its affiliates, Alameda Affordable Housing Corporation, and Island City Development. Ownership may change during the contract between these entities but it will not impact services rendered under this agreement.

Activities and Services

- ☐ Provide educational classes at each site. For family sites, classes may include parenting, English as a Second Language (ESL), budgeting, healthy living, emergency preparedness, etc. For senior sites, the same types of activities could be provided plus independent living skills and light exercise or social activities.
- ☐ Provide case management services of referrals from Property Manager. Issues may include assisting tenants with non-payment of rent, non-compliance with lease provisions, domestic violence, family discord, etc.
- ☐ Prepare and distribute needs assessment
- ☐ Prepare and distribute a monthly newsletter on social services issues.
- ☐ Respond during business hours by phone if not on site to emergency requests
- ☐ Maintain weekly open office hours to provide information and referrals to other

providers.

- ☐ Attend biweekly meeting with Property Manager to discuss on-going cases
- ☐ Develop and build relationships with local social services providers, including but not limited to: Adult Protective Services and Building Futures. Attend a monthly Alameda social services forum.
- ☐ Participate in AHA group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrolment, access to services etc.

The AHA/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each site.
- b) Wi-Fi access.
- c) Tables and chairs as necessary.
- d) Repayment of costs for a cellphone and a laptop for the social worker.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract
- h) Copying/printing facilities for flyers and other activities.
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

## **Area 2. Limited Additional Phone Counseling/Referrals**

Provide limited phone counseling/information and referrals to tenants or clients not covered in Area 1 above, generally tenant-based voucher holders at privately owned properties subsidized by the AHA (Primarily). Case management or referral services will be provided to individuals/families upon a written referral by an AHA employee. Typical issues are referrals to services for family discord, hoarding and aging in place. Additional specialized services may be required for households that are eligible to reside in a HOPWA designated unit. Employee must have graduated from an accredited four year college or university and have at minimum four years of post- degree relevant work experience.

A minimum 1-hour fee per client will be applied for this service. Consultant is approved to provide services with each resident for up to 3 hours without AHA approval. Any cases requiring more than 3 hours of service, require notification and approval of AHA.

## **Area 4: Counseling and workshops for Family Self Sufficiency (FSS) Clients**

AHA reserves the right to extend service request for the FSS program on a as needed basis. Consultant to provide as needed monthly evening workshops on self-sufficiency (generally one hour per month plus prep time and debrief with staff). Provide limited in person or by phone counseling/information and referrals to FSS clients, if referred by AHA staff. Other FSS-related social services as needed. Employee must have graduated from an accredited four-year college or university and have at minimum four years of post-degree relevant work experience.

**REPORTING (All Areas)**

Monthly usage reporting (no later than the 15th of the following month) is required on at least the following:

- ☐ Hours at each site and total hours at all site
  - Unduplicated number of persons by type of service and in total
  - Attendance at classes
  - Total duplicated use (e.g., a person attending a class and receiving counseling regarding late rent paying, would be counted twice.)
  - Provide an annual presentation to the Board of Commissioners on outcomes and number served.



**EXHIBIT B****Fee Schedule**

Item	Services	Yr. 1
Area 1	Fulltime Case Management (Senior)	\$117,000
	Fulltime Case Management (Family)	n/a
Area 2	Hourly fee households not included in area 1	\$68/hr
Area 4*	Hourly fee FSS program	\$68/hr
	One-time set-up	

\* Area 3 was originally included in the RFP but was never included nor added to the contract in the amendments. It is covered by other contracts and will not be included in this contract.

Notwithstanding anything to the contrary contained in this Exhibit B Fee Schedule, the maximum amount payable by the Housing Authority of the City of Alameda to LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC., for all services rendered during the term of the Consultant Services Agreement shall not exceed \$219,873, including all fees and expenses.

**EXHIBIT C**

**Form HUD 5370-C Section I and II  
General Conditions for Non-Construction Contracts**

(behind this page)

DRAFT



# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: April 21, 2021

Re: Authorize the Executive Director to authorize and make minor amendments to an extension to the contract between the Alameda Housing Authority and the Law Office of Bill Ford until October 15, 2023.

---

## **BACKGROUND**

In October 2018, the Housing Authority entered into a contract with the Law Office of Bill Ford for a period of three (3) years for an amount not to exceed one hundred thousand dollars (\$100,000). In January 2020, the contract was amended to increase the contract amount by one hundred and fifty thousand dollars (\$150,000) to two hundred and fifty thousand dollars (\$250,000). Both the contract and the first amendment were submitted to the Board and approved.

## **DISCUSSION**

In order to continue to effectively engage and safeguard the integrity of the Authority, we need to extend the contract for these services for the maximum five (5) years as allowable by HUD and Authority procurement policies. The new termination date will be October 15, 2023.

## **FINANCIAL IMPACT**

None – there will be no increase in the contract amount.

## **RECOMMENDATION**

Authorize the Executive Director to authorize and make minor amendments to an extension to the contract between the Alameda Housing Authority and the Law Office of Bill Ford until October 15, 2023.

Respectfully submitted,

Vanessa Cooper  
Executive Director

Attachment:

1. Second Amendment to Agreement



## Attachment 1

## SECOND AMENDMENT TO EVICTON SERVICES CONTRACT

**THIS SECOND AMENDMENT TO LEGAL SERVICES CONTRACT** (“**Amendment**”) is entered into as of May 1, 2021, (“**Effective Date**”) by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (“**Authority**”), and LAW OFFICES OF BILL FORD, a Sole Proprietor, (“**Consultant**”). The Authority and the Consultant are individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

A. The Authority and Consultant entered into that certain Eviction Services Contract dated October 26, 2018 (“**Agreement**”) to provide eviction services to Authority at designed Authority owned sites, as more specifically set forth therein. All capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

B. The Agreement term commenced on October 15, 2018 with a termination date of October 15, 2021. The compensation currently authorized under the Agreement is the not to exceed maximum total amount of One Hundred Thousand (\$100,000) (“**Agreement Amount**”).

C. This Agreement was first amended, dated January 16, 2020, to increase the maximum contract amount by an additional One Hundred and Fifty Thousand Dollars (\$150,000) such that the new maximum contract amount shall be increased from One Hundred Thousand Dollars (\$100,000) to a new proposed maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000).

D. The Pursuant to Section 1 of the Agreement, the Parties desire to extend the term of the Agreement for two additional one (1) year periods, from the existing October 15, 2021 termination date to October 15, 2023.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals and attachments referenced above are incorporated in this Amendment by this reference and adopted by the Parties to be true and correct.
2. **Scope of Services.** The Scope of Services remain unchanged from the Agreement.
3. **Fee Schedule.** The Fee Schedule remain unchanged from the Agreement.
4. **Compensation to Consultant.** Notwithstanding the extension of the term of the agreement, the maximum total amount to be paid by Authority to Consultant under the Agreement shall remain the same Two Hundred Fifty Thousand Dollars (\$250,000).

5. **Miscellaneous.**

- a. **Further Cooperation.** The Parties agree to execute such other instruments, agreements, and amendments to documents as may be necessary or appropriate to effectuate the Agreement as amended by this Amendment.
- b. **Interpretation.** This Amendment, when combined with the Agreement, sets forth and contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings, or agreements, which are not contained or expressly referred to within this Amendment or the Agreement.
- c. **Attachments.** Each of the attachments and exhibits attached or to be attached to this Amendment are incorporated in this Amendment by this reference.
- d. **Effectiveness of Agreement.** Except as modified and amended by this Amendment, all other terms and conditions of the Agreement remain unmodified and in full force and effect.
- e. **Counterparts.** This Amendment may be signed by the Parties in counterparts, each of which will be an original but all of which together will constitute one and the same Agreement.

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**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, Authority and Consultant have executed this Amendment as of the Effective Date.

**AUTHORITY:**

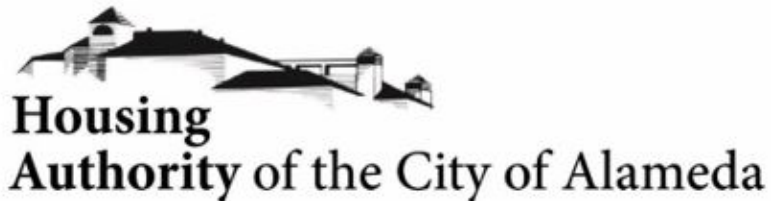
HOUSING AUTHORITY OF THE CITY  
OF ALAMEDA, a public body corporate and politic

By: \_\_\_\_\_  
Vanessa Cooper,  
Executive Director

**CONSULTANT:**

LAW OFFICES OF BILL FORD, a Sole Proprietor

By: \_\_\_\_\_  
Bill Ford  
Contract



PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: April 21, 2021

Re: Accept the Fiscal Year to Date Financial Report through the Month of February 2021

---

## **BACKGROUND**

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results compared to the FY 2020-21 budget for the period from July 1, 2020 through the month ending February 2021. Although the audited financial statements are on an accrual basis, the month-to-month financials are on a hybrid accrual and cash basis. The numbers presented are subject to change based on the adjustments from the final audited financial statement report.

On June 19, 2019, the Board of Commissioners approved a one-year operating budget for all programs covering fiscal year July 1, 2019 through June 30, 2020. On June 24, 2020, the Board of Commissioners approved a one-year operating budget for the period covering fiscal year July 1, 2020 through June 30, 2021. The FY 2022 budget will be brought to the Board of Commissioners in June 2021.

The financial reports include five properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC) (Anne B. Diamant, China Clipper Plaza, Stanford House, Lincoln-Willow Apartments and Independence Plaza). All members of the Board of Commissioners also serve as the Board of Directors of AAHC.

As part of the strategic plan, AHA staff is adopting a simplified format to track financial performance of the authority on a quarterly basis. This will be implemented later this year.

## **DISCUSSION**

### **Overview**

The following Financial Snapshot showcases Net Operating Income (Cash Flow of AHA) for the fiscal year to date. Further discussions on the cause of these variances are presented below.



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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<b>July-February 2021 Financial Snapshot</b>	<b>PTD Actual</b>	<b>PTD Budget</b>	<b>Variance</b>	<b>% Var</b>
TOTAL REVENUE	36,257,132	32,882,576	<b>3,374,556</b>	<b>10.26</b>
LESS: OPERATING EXPENSES	30,798,237	32,750,605	<b>1,952,367</b>	<b>5.96</b>
NET OPERATING INCOME BEFORE DEPRECIATION	3,953,792	(860,690)	<b>4,814,482</b>	<b>-559.37</b>

The following Risk Indicator showcases whether AHA has sufficient cash and investments to meets its near-term obligations. Furthermore, the high level AHA Debt to AHA Assets percentage of 45% showcases that AHA is lowly leveraged.

<b>February 2021 Risk Indicator</b>	<b>Cash</b>	<b>HAP</b>	<b>Months Covered</b>
CASH AND INVESTMENTS/TOTAL HAP	32,637,664	2,810,012	<b>11.61</b>
	<b>Cash</b>	<b>OPEX</b>	<b>Months Covered</b>
CASH AND INVESTMENTS/OPERATING EXPENSE	32,637,664	4,093,826	<b>7.97</b>
	<b>Cash</b>	<b>HAP + OPEX</b>	<b>Months Covered</b>
CASH AND INVESTMENT/HAP AND OPERATING EXPENSE	32,637,664	6,903,838	<b>4.73</b>
	<b>Total Liabilities</b>	<b>Total Assets</b>	<b>Leverage Percentage</b>
PERCENTAGE DEBT TO ASSETS	95,233,362	212,362,667	<b>45%</b>

### Third Party Management

AHA has outsourced Eagle Village and Rosefield Village projects to The John Stewart Company (JSCO) prior to 2019. Additional AHA and AAHC properties were transferred to JSCO's management on July 1, 2020 including Parrot Gardens, Parrot Village, Detached Homes, Sherman Street, Lincoln House, Senior Condos, Stanford House, Lincoln Willow and China Clipper Plaza Apartments. Esperanza was outsourced to JSCO on January 1, 2021. Income and occupancy figures are provided in the Monthly Overview report for Property Operations for the properties managed by JSCO. AHA receives financial statement packages from JSCO for these properties on a monthly basis by the 3<sup>rd</sup> business week of the following month, and the financial activity of the properties are consolidated and presented in the exhibits attached to this memorandum.

### Operations Budget – Revenue

<b>July-February 2021 Tenant Revenue</b>	<b>PTD Actual</b>	<b>PTD Budget</b>	<b>Variance</b>	<b>% Var</b>
TOTAL TENANT REVENUE	9,034,994	8,540,860	<b>494,133</b>	<b>5.79</b>

Year-to-date - Rental income (Total Tenant Revenue) of \$9,034,993 is predominantly made up of Housing Assistance Payments (HAP) received for AHA units, the tax increment subsidy for





Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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Independence Plaza, and tenant rents received. This is higher than budget by \$494,133.54 or 5.79% due mostly to higher HAP than budgeted, offset by a lower amount of tenant rent collections and tax increment payment from the City of Alameda. Please note that the tax increment subsidy for Independence Plaza is received as one lump sum from the City of Alameda.

Total Other Income and Restricted Income is lower than budget by \$352,359 (21.80%). This is mostly attributable to account 711092 Professional Service Revenue as Rent Program and Housing Development reimbursements from the City of Alameda are in arrears by several months. AHA staff has followed up on these outstanding MOU reimbursements and the City. Additionally, \$100,000 in budgeted fee from the AHA/ICD services agreement was paid in February 2021. Interest earned from CAMP and LAIF are lower than budget due to the low interest rate environment, and LAIF investments are earned on a quarterly basis in arrears.

In November 2020, an additional \$1,399,195 was provided through the Alameda Unified School District Recognized Obligation Payment Schedule. These funds have been allotted to Rosefield Village rehabilitation.

Going forward, AHA can expect a lower than projected collection of the tenant portion, due to the current health crisis and related job losses. This has been offset by higher HAP subsidy received so total tenant rents and related HAP is higher than budget by \$449,808 on a net of vacancy basis. Staff will continue to monitor tenant and HAP income closely. Please see Monthly Overview Report for Property Operations for more information.

For the past several years, Administrative Fees from HUD have not fully funded the Housing Programs Department, and the Section 8 Program has been subsidized by income from AHA properties. Although the recent CARES Act provided two additional months of Administrative Fee, this is not expected to cover the additional costs incurred due to the current health crisis. AHA has received an additional \$350,010 in May 2020 from HUD and an additional CARES Act Administrative Fee funds of \$421,086 was received from HUD in August 2020. The uses and timing of these funds are restricted. Due to the CARES Act funding, Administrative Fee income from HUD is higher than budget by \$464,811 (38.93%).

Furthermore, as AHA was in HAP shortfall in 2020, AHA applied and received additional HAP funding with HUD in September 2020 of \$1,362,837. As of September 2020, AHA is officially out of HAP shortfall status with HUD.

#### Expenses

<b>July-February 2021</b>	<b>PTD Actual</b>	<b>PTD Budget</b>	<b>Variance</b>	<b>% Var</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>30,798,237</b>	<b>32,750,605</b>	<b>-1,952,367</b>	<b>-5.96</b>

Total operating expenses are substantially lower than the year-to-date budget by \$1,952,367 (5.96%). This is mainly due to lower salary and benefit expenses, which are under budget due to vacant positions for most of the fiscal year to date (see Monthly Overview Report for Operations, H.R. and I.T.). We expect these operating expenses to increase as AHA is almost



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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fully staffed. Additionally, a conservative approach was taken during the FY 2021 budget process. Housing Development, Finance, Portfolio Management and The John Stewart Company staff meet regularly to review the financial statements to monitor actuals versus budget amounts.

#### Housing Assistance Payments (HAP) Pass-through

<b>July-February 2021</b>	<b>PTD Actual</b>	<b>PTD Budget</b>	<b>Variance</b>	<b>% Var</b>
TOTAL HUD GRANT (HAP + ADMIN FEES)	24,344,880	22,417,757	<b>1,927,123</b>	<b>8.60</b>
TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	22,469,767	21,531,798	<b>937,969</b>	<b>4.36</b>

The Housing Assistance Payments (HAP) pass-through includes all the Housing Choice Voucher/Section 8, Shelter Plus, and Bessie Coleman (SRO) programs. Year-to-date HAP revenue (8010000 HUD Operating Grants) is \$1,499,390 (7.06%) higher than budget which is driven by the additional HAP shortfall funds of \$1,362,837 stated previously. Staff continues to make progress on \$267,836 (Account 9700800 Port-In AR Billings) in accounts receivable for Port-In billings from other public housing authorities. This amount is subject to change due to net Port-Outs. Port-In billing collections was not budgeted in the FY 2021 budget process as it's dependent on other housing authorities and participant portability.

Shelter Plus Care revenue is paid in arrears by the Alameda County Housing and Community Development Department and is \$93,537 below budget (30.38%), with billing in arrears. The January through March 2021 billing will be requested by the Housing Programs department in April 2021. Billing typically averages approximately \$30,000/month.

#### Statement of Net Position

The Housing Authority has adequate cash resources for operations. As of February 28, 2021, AHA, AAHC and its affiliates have \$15 Million in cash, and \$17.6 Million held in LAIF and CAMP investments. A rebalancing of investments will be completed in by June 2021.

Please also see the memorandum "Accept the Quarterly Investment Report for Period Ending March 31, 2021" for more information on the latest LAIF and CAMP investments.

#### **OTHER ISSUES IMPACTING FINANCE DEPARTMENT**

##### COVID-19 Mission Critical Tasks:

Due to the effects of the health situation, the finance management team has been prioritizing the following mission critical tasks:

- (1) Review new regulatory and tax pronouncements stemming from COVID-19 and how they may apply to AHA, AAHC, and its affiliates. This includes CARES Act administrative fee increases, reporting on CARES Act funds, and the American Rescue Plan Act (Passed in March 2021)



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- (2) Continue to ensure Housing Assistance Payments are paid to landlords and AHA owned properties timely and to transfer landlords receiving a paper check to ACH for swifter payment and to reduce postage costs.
- (3) Continue to ensure payroll to our employees are paid timely and with no interruption.
- (4) Allow vendors the ability to submit invoices electronically through a web portal (Yardi VendorCafé) and allowing AHA the ability to pay via electronic funds transfer versus paper checks.
- (5) Continue to liaise with auditors remotely to ensure documents (redacted of PII) the auditors can continue their review offsite.

### Staffing

Nan McKay and Associates continues to provide consulting services including HUD's monthly Voucher Management System (VMS) report and the annual unaudited Financial Data Schedule (FDS). Currently, the Finance Department is fully staff, and an additional finance consultant is being utilized for special projects.

### Audit and Tax

#### AHA

AHA's single audit and final audit FY 2019 FDS was submitted to HUD's Real Estate Assessment Center (REAC) in March 2020 and the Federal Audit Clearinghouse. The audited FY 2019 FDS was rejected in May 2020. Finance staff, Citrin Cooperman, and Nan McKay discussed the response prior to resubmittal. AHA staff resubmitted the FDS in September 2020 prior to the deadline of September 30, 2020. In late October 2020, HUD staff rejected the 2nd submission. A third submission to REAC was submitted in January 2021 and is pending review. The questions posed by HUD are not controversial in nature, and mostly referenced the disclosures of the audited financial statements. HUD staff approved the FY 2019 FDS in March 2021.

The unaudited FY 2020 FDS was submitted timely to REAC on October 30, 2020, including a new section on how AHA spent CARES Act funds in FY 2020. This was approved by REAC in January 2021 with minimal comments.

In March 2021, HUD provided an extension of the audited FY 2020 FDS to June 30, 2021. AHA staff will submit the audited financial statements for Board Approval prior to the June 30, 2021 extended deadline.

#### AAHC

Although AHA is exempt from filing a federal tax return, AAHC is required to file a tax return. The June 30, 2020 tax return has a final extended filing deadline of May 15, 2021. The tax extensions were appropriately filed by Citrin Cooperman in October 2020.

### Island City Development

AHA is working with the CPA firm Hothouse, Carlin & Van Tright LLP (HCVT) for audit work of Island City Development and the three low-income housing tax credit (LIHTC) project partnerships (Sherman & Buena Vista, L.P. and Everett & Eagle, L.P., and Constitution & Eagle, L.P. the "LPs"). The audit and tax return have been presented to the investors are in the process of being finalized.



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Additionally, various LLC affiliates have tax filing requirements throughout the year, including the tax extension deadline which will be March 15, 2021. These LLC affiliates have minimal activity and will be filed by the extended deadline of September 15, 2021.

Island City Development's audited financial statements and tax return planning has begun. The extended filing deadline of the tax return for the 2020 year is November 15, 2021.

#### Unfunded Pension Liabilities

On May 20, 2020, the Board of Commissioners voted to fund CalPERS \$1 Million and to continue to fund the unfunded pension liabilities under the soft fresh start mechanism. AHA funded \$1,000,000 before the end of fiscal year June 30, 2020. On an ongoing basis, AHA staff will monitor on an annual whether the accrued unfunded liability is within 90%-110% of funding level and will escalate to the Board of Commissioners on whether there is any action that will be needed. AHA staff will include in the annual audited financial statements this information in the management discussion & analysis section. Furthermore, the financial activity of the Section 115 Other Post-Employment Benefits Trust (CalPER's California Employer's Retiree Benefit Trust) will be incorporated in the consolidated audited financial statements that will be presented to the Board of Commissioners by the June 30, 2021 extended deadline.

#### Budget

An abbreviated budget for the fiscal year July 1, 2020 through June 30, 2021 was brought to the Board of Commissioners in the June 24, 2020 meeting. The Board of Commissioners passed the motion to adopt the Resolution to Approve the Housing Authority's One Year Budget for Fiscal Year July 1, 2020 to June 30, 2021. AHA staff utilized a conservative approach in FY2021 budget preparation, adopting prior year actual income as a proxy for FY2021 budgeted income. Actual tenant and HAP income have been trending higher in the last several months, and operating expenses are substantially lower than budget as AHA was not fully staffed for most of the fiscal year to date.. AHA staff are currently preparing work on the FY2022 budget to be presented to the Board of Commissioners in the June 2021 meeting.

- Housing Assistance Payments from HUD and to disbursement to Landlord
- City of Alameda Reimbursements for the Housing Development Department, Rent Programs Department and Independence Plaza Tax Increment
- Property Operations for Independence Plaza and Anne B. Diamant as these are directly managed by AHA
- Property Operations for properties that are managed by JSCO
- Salaries, Benefits and Administrative Expenses
- Planned deficits in the Housing Programs Department as there are insufficient administrative fees paid by HUD to AHA
- Capital Improvement Plan, including acquisition of sites and 701 Atlantic garage conversion into offices

The major assumptions for the FY2022 budget will include for AHA and AAHC:

- Flat rental income at the properties due to a falling rental environment.
- 3% cost of living increase
- 3.2% increase in salaries and benefits costs
- Staffing changes as follows:



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- Addition of Administrative Manager
- Addition of Construction Project Manager
- Addition of Assistant Director of HPD
- Reduction of 1 Resident Manager (transfer of Esperanza to JS Co occurred in 2021)
- Reduction of 1 Maintenance Technician (due to 1 retirement in 2021)
- Reduction of temporary staff from 5 to 3
- \$50,000 for ombudsman and communication costs

#### Banking Activities

The following accounts were closed with US Bank in the month of February and March 2021.

Independence Plaza – U.S. Bank (migrated to AAHC Independence Plaza account)  
Constitution & Eagle, L.P. – Bank of America (utilized US Bank Constitution & Eagle account instead)

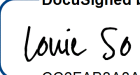
#### Quarterly Financial Reporting

As part of the strategic plan, AHA staff is migrating to a quarterly versus monthly financial reporting. This will be implemented later this year.

#### **RECOMMENDATION**

Accept the Fiscal Year to Date Financial Report through the Month of February 2021.

Respectfully submitted,

DocuSigned by:  
  
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Louie So, CPA  
Director of Finance

#### Attachments:

1. Balance Sheet – February 2021
2. Budget Comparison – Revenue & Expense - Detail
3. AHA Revenue & Expense (Actual versus Budget)



## Attachment 1

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## Balance Sheet

Period = Feb 2021

Book = Accrual

	Current Balance
1000000 ASSETS	
1100000 CURRENT ASSETS	
1101000 CASH	
1110010 Cash - Unrestricted	12,498,669.03
1110012 Cash - Reserve for Building	78,450.83
1110013 Cash - Reserve for 3rd Party Managed Buildings	95,800.49
1110014 Cash - Reserve for Equipment	2,152.00
1110018 Cash - Operating Checking with 3rd Party	2,501,091.85
1110019 Petty Cash with 3rd Party	700.00
1110020 Cash - Petty cash	500.00
1110021 Cash - Benefit Account	83,596.88
1110030 Cash - FSS	132,874.81
1110040 Cash - Replacement Reserve Bldg	312,415.00
1130030 Cash - Restricted Sec Dep	214,387.72
1140000 Cash - Tenant Security Deposits	120,546.56
1140050 Cash - Tenant Security Deposits with 3rd Party	268,667.79
1199000 TOTAL CASH	16,309,852.96
1200000 ACCOUNTS RECEIVABLE	
1240010 Accounts Receivable - Government	370,841.02
1240050 HAP Rent Receivable	126,649.80
1240070 Accounts Receivable- HUD	12,162.30
1250010 Accounts Receivable - Other	1,080,379.47
1250050 Accounts Receivable - 3rd Party Management	116,004.80
1255000 Subsidy Suspense Receivable	-27,819.07
1260000 Accounts Receivable - Tenant	383,230.72
1260050 Accounts Receivable - Tenant Rent with 3rd Party	145,346.83
1261000 Allowance for Doubtful Accounts -Dwelling Rent	-107,605.35
1280000 Fraud Recovery	31,330.18
1281000 Allowance for Doubtful Accounts - Fraud	-29,829.78
1290000 Accrued Interest Receivable	5,548.82
1299000 TOTAL ACCOUNTS RECEIVABLE	2,106,239.74
1300000 INVESTMENTS AND OTHER CURRENT NOTES	
1310000 Investments(LAIF)- Unrestricted	10,388,991.64
1320010 Investments - Other	200.00
1320020 Investments(LAIF) (Restricted) - FSS Escrow	-325.64
1320030 Investments(LAIF)- Building Reserve	1,074,761.22
1320040 Investments(LAIF) - Equipment Reserve	167,305.13
1350000 Investments - Restricted	0.15
1350010 Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,404.59
1350021 PFM-Cash	-184.25
1350031 Investments - CAMP	6,004,565.81
1350100 Mortgage Receivable	76,942,290.92
1350103 Mortgage Receivable-Jack Capon L. P.	97,563.73

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**Balance Sheet**

Period = Feb 2021

Book = Accrual

	Current Balance
1350105 Loan Receivable-Security Deposit Loan	92,569.00
1350106 Loan Receivable - ICD	14,942,482.00
1350107 Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000.00
1350109 Loan Receivable - Section 8	1,790,000.00
1360000 TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	113,501,808.55
1400000 PREPAID EXPENSES	
1420010 Prepaid Insurance - Property	21,706.11
1420020 Prepaid Insurance - Liability	15,210.77
1420040 Prepaid Insurance - Worker Comp	42,114.41
1420050 Prepaid - Other	17,943.60
1420051 Prepaid Rent	20,213.17
1420070 Escrow Deposits - Property	36,654.68
1420075 Escrow Dep. PNC Hedge Res.	87,553.58
1420095 Prepaid Expense - Management Company	2,639.45
1430000 Inventories	11,029.30
1430010 Replacement Reserve-NorthMarq Loan	585,257.65
1430020 Reserve for Replacement NorthMarq	532,637.48
1440099 TOTAL PREPAID EXPENSES	1,372,960.20
1440105 INTERPROGRAM	
1440110 Interprogram (Due From)	1,876,607.73
1440111 Interprogram Due From Sherman St FACSA	12,725.19
1440112 Interprogram Due From Lincoln St FACSA	7,093.49
1440210 Interprogram Due From Esperanza	687.81
1440411 Interprogram Due from Detached Home	-0.02
1440452 Interprogram Due From Stargell Commons	8,156.24
1440453 Interprogram Due From Island City Development - 4530	203.94
1440601 Interprogram Due From ABD	-22,495.73
1440602 Interprogram Due From Rosefield Village - 4537	218.80
1440603 Interprogram Due From Parrot Gardens	15.11
1440604 Interprogram Due From Stanford House	4.67
1440605 Interprogram Due From Lincoln/Willow	15.12
1440606 Interprogram Due From Senior Condos	18.23
1440607 Interprogram Due From China Clipper	407.65
1440608 Interprogram Due From Regent Street Land	1,530.11
1440609 Interprogram Due From Santa Clara Land	60.19
1440610 Interprogram Due From Eagle Village	264.80
1440613 Interprogram Due From Shinsei Gardens	2,580.11
1440710 Interprogram Due From Section 8 Vouchers	435,589.63
1440899 TOTAL INTERPROGRAM	2,323,683.07
1500000 TOTAL CURRENT ASSETS	135,614,360.27
1590000 LONG TERM ASSETS	
1600000 FIXED ASSETS	
1609999 LAND AND BUILDINGS	

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**Balance Sheet**

Period = Feb 2021

Book = Accrual

	Current Balance
1610000 Land	58,219,778.63
1620030 Buildings	30,922,109.33
1620031 Buildings Improvements	1,430,575.13
1629000 TOTAL LAND AND BUILDINGS	90,572,463.09
1630040 Furniture and Equipment - Dwelling	347,786.73
1630041 Furniture and Equipment - Other	116,685.50
1650000 Leasehold Improvements	14,404,401.32
1660030 Accumulated Deprecation	-30,467,419.66
1699000 TOTAL FIXED ASSETS	74,973,916.98
1700000 ALL OTHER ASSETS	
1740000 Other Asset	110,510.02
1770000 TOTAL ALL OTHER ASSETS	110,510.02
1800000 DEFERRED OUTFLOW	
1800200 Deferred Outflow of Resources	1,505,707.01
1890000 TOTAL DEFERRED OUTFLOW	1,505,707.01
1900000 CONSTRUCTION IN PROGRESS	
1900100 CIP - On Site Improvement	65,043.00
1900210 CIP - Architectural & Engineering Fees	60,827.50
1900230 CIP - Professional Services (Other)	17,208.00
1900410 CIP - Environmental Testing & Reports	13,800.00
1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist)	686.77
1900430 CIP - Utilities Fees	607.60
1919999 TOTAL CONSTRUCTION IN PROGRESS	158,172.87
1929999 TOTAL LONG TERM ASSETS	76,748,306.88
1999999 TOTAL ASSETS	212,362,667.15
3000000 LIABILITIES AND EQUITY	
3005000 LIABILITIES	
3100000 CURRENT LIABILITIES	
3100500 ACCOUNTS PAYABLE	
3120010 Accounts Payable<= 90 Days	143,068.64
3120011 Accounts Payable -CALPERS (employee portion)	551.40
3120012 Accounts Payable-Health Insurance (employee portion)	24.13
3120014 Accounts Payable-Garnishment (employee portion)	-128.50
3120015 Accounts Payable-Vision Insurance (employee portion)	688.60
3120016 Accounts Payable-Life Insurance (employee portion)	-35.31
3120018 Accounts Payable-PARS retirement (employee portion)	133.76
3120019 Accounts Payable-Flexible Spending Account(employee portion)	2,611.21
3120021 Employees Cobra	910.75
3120022 Accounts Payable-PERS 1959 Surv(Employee Portion)	40.92
3120023 Accounts Payable-FSA Transit Plan	507.85
3120024 Accounts Payable FSS	112,208.83
3120026 Accounts Payable FSS Interest	-28.51
3120029 Accounts Payable - 3rd Party Management Company	114,440.74



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**Balance Sheet**

Period = Feb 2021

Book = Accrual

	Current Balance
3120030 Accrued Wage/Payroll Taxes Payable	1,101.95
3120040 Accrued Compensated Absences - Current Portion	187,022.52
3120045 Accrued Vacation Payable - 3rd Party Management	6,201.44
3120070 Accrued Payables	119,893.81
3120075 Accrued Accounts Payable - 3rd Party Management	131,523.59
3330100 Tenants- Rents Payable	9,900.00
3339000 TOTAL ACCOUNT PAYABLE	830,637.82
3400000 SECURITY DEPOSITS HELD	
3410010 Tenant Security Deposits	220,442.44
3410015 Tenant Security Deposits - held with 3rd Party Management	258,386.98
3410020 Tenant Security Deposits - Pets	1,050.00
3410030 Tenant Security Deposits - Gate Opener	25.00
3410040 Tenant Security Deposits - Satellite Dish/Antenna	1,500.00
3410050 Tenant Security Deposits - Interest	0.08
3410060 Tenant Security Deposits - Pooled Interest	61,619.44
3410999 Security Deposit Refund	5,950.59
3419000 TOTAL SECURITY DEPOSITS HELD	548,974.53
3419900 OTHER LIABILITIES	
3420000 Prepay Tenant Rent	73,442.01
3421000 Prepay Tenant Rent - 3rd Party Management	151,998.69
3425000 Unearned Revenue	510,672.00
3426000 Prepaid Ground Lease Rent	16,282,176.97
3430000 Current Portion of Long Term Debt - Capital Projects	373,422.48
3449000 TOTAL OTHER LIABILITIES	17,391,712.15
3470000 INTERPROGRAM	
3470050 Interprogram (Due to)	1,809,590.18
3470110 Interprogram Due To General Fund	468,483.72
3470601 Interprogram Due To Anne B Diament Plaza	19,786.00
3471000 Due To/Due From Suspense Account	102,913.80
3480000 TOTAL INTERPROGRAM	2,400,773.70
3499000 TOTAL CURRENT LIABILITIES	21,172,098.20
3500000 NON-CURRENT LIABILITIES	
3510020 Reduction to Mortgage Loan	81,907.72
3510100 Mortgage Loan Payable	21,576,686.79
3510130 Interest Payable - City of Alameda Loan	1,113,781.58
3510140 Home Fund Loan #1	216,363.20
3510143 \$3.6M Housing Authority Loan Payable	47,325,000.00
3510150 Housing Community Dev. Loan	916,399.98
3510157 Loan Payable - Esperanza	1,790,000.00
3510160 Home Fund Loan #2	282,700.00
3540000 Accrued Compensated Absences - Noncurrent	141,356.77
3570000 OPEB Liability	-128,123.28
3580000 Pension Liability	909,006.40

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**Balance Sheet**

Period = Feb 2021

Book = Accrual

	Current Balance
3599000 TOTAL NON-CURRENT LIABILITIES	74,061,263.72
3999000 TOTAL LIABILITIES	95,233,361.92
4000000 Equity/Net Assets	
4000001 EQUITY	
4000100 DEFERRED INFLOW	
4001000 Deferred Inflow of Resources	1,901,463.00
4900000 TOTAL DEFERRED INFLOW	1,901,463.00
4999999 CONTRIBUTED CAPITAL	
5010000 Net Investment in Capital Assets	7,986,217.78
5080050 Capital Paid In	3,313,806.00
5090000 Unrestricted	81,429,681.50
5120000 Unrestricted	22,045,058.32
5120010 Net Restricted Assets	453,078.63
5950000 TOTAL CONTRIBUTED CAPITAL	115,227,842.23
5999900 TOTAL EQUITY	117,129,305.23
6000000 TOTAL LIABILITIES AND EQUITY	212,362,667.15

## Attachment 2

## Budget Comparison (with PTD)

Period = Jul 2020-Feb 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
6999990 INCOME				
7000000 REVENUE				
7020000 TENANT REVENUE				
7030000 Tenant Rental Revenue	2,595,000.91	3,003,629.44	-408,628.53	-13.60
7030030 Maintenance Charges	2,994.70	0.00	2,994.70	N/A
7030040 Late Charges	40.00	0.00	40.00	N/A
7030050 Miscellaneous Other Charges	3,013.35	0.00	3,013.35	N/A
7030060 Tax Increment Payments from the City of Alameda (Independence Plaza)	1,022,214.00	1,022,216.64	-2.64	0.00
7030100 Tenant HAP Subsidy	5,519,468.87	4,714,517.28	804,951.59	17.07
7030110 Vacancy Loss	-166,058.29	-219,543.36	53,485.07	-24.36
7030300 Commercial Rents (Include land lease from ICD Properties)	58,320.00	20,040.00	38,280.00	191.02
7050000 TOTAL TENANT REVENUE	9,034,993.54	8,540,860.00	494,133.54	5.79
7060000 FEDERAL GRANTS				
7060060 Shelter Plus Care Revenue (Arrears by 3 Months)	214,338.08	307,874.64	-93,536.56	-30.38
7069000 TOTAL FEDERAL GRANTS	214,338.08	307,874.64	-93,536.56	-30.38
7079000 OTHER GRANTS				
7080000 Other Government Grants (AUSD Recognized Obligation Payments)	1,399,195.29	0.00	1,399,195.29	N/A
7089000 TOTAL OTHER GRANTS	1,399,195.29	0.00	1,399,195.29	N/A
7100000 OTHER INCOME				
7110010 Investment Income - Unrestricted	38,522.90	89,502.00	-50,979.10	-56.96
7110011 Interest Income	69,343.67	80,918.64	-11,574.97	-14.30
7110020 Interest on Equip. Reserve	577.26	1,993.28	-1,416.02	-71.04
7110030 Interest Earned on Operating Reserve	0.00	96.00	-96.00	-100.00
7110060 Interest - Replacement Reserve	4,098.87	32,182.00	-28,083.13	-87.26
7110070 Other - Income	5,546.05	34,693.36	-29,147.31	-84.01
7110075 Laundry Commission	13,412.45	17,452.64	-4,040.19	-23.15
7110082 Land Fee/Ground Lease	158,937.93	3,576.00	155,361.93	4,344.57
7110090 Other Miscellaneous Revenue	33.00	0.00	33.00	N/A
7110092 Professional Service Revenue (City Reimbursement payments in arrears and ICD paid in February 2021 \$100,000 to AHA)	967,207.22	1,343,628.72	-376,421.50	-28.02
7140000 Fraud Recovery	26.61	0.00	26.61	N/A
7150030 Miscellaneous Other Revenue	1,533.84	0.00	1,533.84	N/A
7150040 Gain/Loss on Sale of Fixed Assets	1,351.80	0.00	1,351.80	N/A
7150070 Administrative Fee	3,133.60	12,042.00	-8,908.40	-73.98
7159000 TOTAL OTHER INCOME	1,263,725.20	1,616,084.64	-352,359.44	-21.80
8000000 HUD GRANT				
8010000 HUD Operating Grants	22,723,313.90	21,223,923.36	1,499,390.54	7.06
8020000 Administrative Fees from HUD (includes CARES Act Additional)	1,658,645.00	1,193,833.36	464,811.64	38.93
8020110 PORT-In Administrative Fees	10,464.78	0.00	10,464.78	N/A
8030000 Administrative Fees Paid (PORT-Outs)	47,543.73	0.00	47,543.73	N/A
8100120 TOTAL HUD GRANT	24,344,879.95	22,417,756.72	1,927,123.23	8.60
8999000 TOTAL REVENUE	36,257,132.06	32,882,576.00	3,374,556.06	10.26
9000000 EXPENSES				
9000900 OPERATING EXPENSES				
9100000 ADMINISTRATIVE				
9110010 Administrative Salaries	2,638,941.75	3,562,828.80	-923,887.05	-25.93
9110020 Temporary Help - Administrative	225,929.64	341,675.44	-115,745.80	-33.88
9120000 Auditing Fees	27,500.00	30,960.00	-3,460.00	-11.18
9130000 Outside Management Fees	133,850.77	142,547.36	-8,696.59	-6.10
9150010 Admin Employee Benefits - Medical/Dental	470,004.86	850,590.16	-380,585.30	-44.74
9150020 Admin Employee Benefits - PERS/PARS	243,596.35	324,207.36	-80,611.01	-24.86
9150030 Admin Employee Benefits - FICA	38,029.56	51,335.20	-13,305.64	-25.92
9150040 Admin Employee Benefits - SUI	12,530.17	9,388.72	3,141.45	-33.46
9150050 Admin Employee Benefits - EAP	165.00	0.00	-165.00	N/A
9150060 Admin Employee Benefits - Life/LTD	21,851.45	22,047.28	-195.83	0.89
9150090 Admin Employee Benefit - WC	36,158.34	23,431.36	12,726.98	-54.32
9160010 Office Supplies/Equipment	77,306.74	60,936.64	16,370.10	-26.86
9160020 Expendable Administrative Equipment	130.42	0.00	-130.42	N/A
9160030 Dues & Subscriptions Publications	1,183.24	800.00	-383.24	-47.90
9160040 Postage	9,193.50	32,818.64	-23,625.14	71.99
9160050 Telephone	52,860.43	40,113.36	12,747.07	-31.78
9160060 Bank Charges and Check Supplies	21,285.71	18,443.36	2,842.35	-15.41

**Budget Comparison (with PTD)**

Period = Jul 2020-Feb 2021

Book = Accrual

	<b>PTD Actual</b>	<b>PTD Budget</b>	<b>Variance</b>	<b>% Var</b>
9160070 Commissioners Meeting Expense	529.90	0.00	-529.90	N/A
9160080 Stationery Envelopes and Business Cards	1,228.72	0.00	-1,228.72	N/A
9160090 Forms and Copies/Printing	18,796.88	3,400.00	-15,396.88	-452.85
9160100 Classified Ads and Public Notices/outreach material	10,013.78	25,050.64	15,036.86	60.03
9160110 Legal Expense	169,885.86	229,997.36	60,111.50	26.14
9160111 Payroll charge	8,617.34	4,765.36	-3,851.98	-80.83
9160112 Survey/Title Fee	0.00	1,336.00	1,336.00	100.00
9160113 Office Rent <b>(Additional AHA Office Space Rented in February 2021)</b>	85,606.14	244,888.00	159,281.86	65.04
9160114 Administrative Support	19,119.12	0.00	-19,119.12	N/A
9160115 Organization Cost	80.00	0.00	-80.00	N/A
9160120 Training/Conferences and Travel	14,836.24	106,946.64	92,110.40	86.13
9160130 Membership Dues and Fees	11,621.94	7,585.36	-4,036.58	-53.22
9160131 Taxes & Government Fees <b>(Sewer Passthrough Charges)</b>	104,492.66	0.00	-104,492.66	N/A
9160140 Collection Loss	24,356.00	0.00	-24,356.00	N/A
9160160 Contracts - Accounting Services	33,480.00	2,272.00	-31,208.00	-1,373.59
9160170 Contracts - Administrative Services/Consultant	66,050.81	261,903.36	195,852.55	74.78
9160180 Contracts - Application Service Provider - Yardi	122,351.86	149,081.36	26,729.50	17.93
9160190 Contracts - Computer/Telephone Maintenance/Email	83,677.77	252,423.36	168,745.59	66.85
9160200 Contracts - Employee/Organizational Development	25.00	0.00	-25.00	N/A
9160210 Contracts - Housing Program Services	14,805.79	0.00	-14,805.79	N/A
9160220 Contracts - Human Resource Services	2,100.00	45,829.28	43,729.28	95.42
9160230 Contracts - Housing Inspection Services	5,270.27	37,810.64	32,540.37	86.06
9160260 Contracts - Office Machine Lease	15,722.59	12,320.64	-3,401.95	-27.61
9160270 Contracts - Web Hosting/Maintenance/Web Ads	9,341.68	11,461.36	2,119.68	18.49
9160290 Contracts - HR Recruitment	72,855.99	88,277.36	15,421.37	17.47
9160510 Association Dues	29,467.20	28,000.00	-1,467.20	-5.24
9169000 TOTAL ADMINISTRATIVE	4,934,851.47	7,025,472.40	2,090,620.93	29.76
9200000 TENANT/SOCIAL SERVICES/POLICE				
9210010 Tenant Services - Salaries	197,060.47	198,420.72	-1,360.25	-0.69
9210030 Police Services <b>(and Security)</b>	101,792.37	125,493.36	23,700.99	18.89
9219000 TOTAL TENANT/SOCIAL SERVICES/POLICE	298,852.84	323,914.08	25,061.24	7.74
9219990 RELOCATION				
9220000 Tenant-Relocation Costs	10,979.19	0.00	-10,979.19	N/A
9229000 TOTAL RELOCATION	10,979.19	0.00	-10,979.19	N/A
9230005 TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE				
9230010 Tenant Svcs Employee Benefits - Medical/Dental	31,770.41	28,584.00	-3,186.41	-11.15
9230020 Tenant Svcs Employee Benefits - PERS/PARS	7,001.42	13,078.72	6,077.30	46.47
9230030 Tenant Svcs Employee Benefits - FICA	1,120.93	5,800.64	4,679.71	80.68
9230040 Tenant Svcs Employee Benefits - SUI	311.77	1,290.00	978.23	75.83
9230050 Tenant Svcs Employee Benefits - Life/LTD	70.64	0.00	-70.64	N/A
9230071 Property Insurance	3,729.00	0.00	-3,729.00	N/A
9230075 Property Taxes	517.64	0.00	-517.64	N/A
9230080 Tenant Svcs Employee Benefits - Other	2,162.76	0.00	-2,162.76	N/A
9230090 Tenant Svcs Employee Benefit - WC	6,569.36	16,029.20	9,459.84	59.02
9239000 TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	49,007.29	64,782.56	15,775.27	24.35
9240005 TENANT SERVICES				
9240020 Tenant Service Activities - Contracts and O/S Services	90,978.60	199,472.00	108,493.40	54.39
9240050 Tenant/Social Svcs - Other	80.62	0.00	-80.62	N/A
9249000 TOTAL TENANT SERVICES	91,059.22	199,472.00	108,412.78	54.35
9300000 UTILITIES				
9310000 Water	163,634.48	176,677.36	13,042.88	7.38
9320000 Electricity	77,246.96	95,032.72	17,785.76	18.72
9330000 Gas	3,223.80	33,306.64	30,082.84	90.32
9380010 Sewer <b>(See Sewer Passthrough Charge Above)</b>	66,222.43	201,774.08	135,551.65	67.18
9380020 Garbage	283,999.86	298,889.28	14,889.42	4.98
9380030 Other	0.00	293,440.48	293,440.48	100.00
9399000 TOTAL UTILITIES	594,327.53	1,099,120.56	504,793.03	45.93
9399990 MAINTENANCE				
9400000 MAINTENANCE SALARIES				
9410010 Maintenance - Salaries	443,572.98	491,128.72	47,555.74	9.68
9419000 TOTAL MAINTENANCE SALARIES	443,572.98	491,128.72	47,555.74	9.68
9420005 MAINTENANCE MATERIALS				

**Budget Comparison (with PTD)**

Period = Jul 2020-Feb 2021

Book = Accrual

	<b>PTD Actual</b>	<b>PTD Budget</b>	<b>Variance</b>	<b>% Var</b>
9420010 Maintenance Materials	129,141.97	174,382.00	<b>45,240.03</b>	<b>25.94</b>
9420020 Vehicle - gasoline	2,408.09	4,472.00	<b>2,063.91</b>	<b>46.15</b>
9420030 Janitorials Supplies	168.75	0.00	<b>-168.75</b>	<b>N/A</b>
9429000 TOTAL MAINTENANCE MATERIALS	131,718.81	178,854.00	<b>47,135.19</b>	<b>26.35</b>
9429005 MAINTENANCE CONTRACTS				
9429015 Maintenance Contracts - Unit Turnaround	12,243.42	35,233.84	<b>22,990.42</b>	<b>65.25</b>
9429030 Maintenance Contracts - Tree Trimming	0.00	7,339.36	<b>7,339.36</b>	<b>100.00</b>
9429040 Maintenance Contracts - Cycle Painting	1,124.15	0.00	<b>-1,124.15</b>	<b>N/A</b>
9429060 Maintenance Contracts - Floor Covering	3,026.69	53,743.60	<b>50,716.91</b>	<b>94.37</b>
9429100 Maintenance Contracts - Services	188,771.37	101,558.40	<b>-87,212.97</b>	<b>-85.87</b>
9430010 Maintenance Contracts - Painting	9,400.00	24,220.32	<b>14,820.32</b>	<b>61.19</b>
9430020 Maintenance Contracts - Plumbing	28,853.13	20,040.96	<b>-8,812.17</b>	<b>-43.97</b>
9430030 Maintenance Contracts - Landscape, Pool, Pond Maintenance	51,551.79	86,713.60	<b>35,161.81</b>	<b>40.55</b>
9430040 Maintenance Contracts - HVAC Maintenance	6,545.49	22,809.52	<b>16,264.03</b>	<b>71.30</b>
9430050 Maintenance Contracts - Hazardous Substances Testing	22,412.48	0.00	<b>-22,412.48</b>	<b>N/A</b>
9430060 Maintenance Contracts - Elevator Maintenance	26,335.18	29,254.40	<b>2,919.22</b>	<b>9.98</b>
9430070 Maintenance Contracts - Extermination	34,907.50	34,538.64	<b>-368.86</b>	<b>-1.07</b>
9430080 Maintenance Contracts - Electrical Maintenance	4,668.53	16,895.36	<b>12,226.83</b>	<b>72.37</b>
9430090 Maintenance Contracts - Security and Nurse Call Systems	97,166.44	11,936.00	<b>-85,230.44</b>	<b>-714.06</b>
9430110 Maintenance Contracts - Gutter Cleaning Services	0.00	8,501.76	<b>8,501.76</b>	<b>100.00</b>
9430120 Maintenance Contracts - Flooring Replmt/Cleaning Srvc	41,513.64	0.00	<b>-41,513.64</b>	<b>N/A</b>
9430130 Maintenance Contracts - Other	97,403.69	7,928.56	<b>-89,475.13</b>	<b>-1,128.52</b>
9430140 Maintenance Contracts - Vehicle Maintenance	5,245.69	4,871.60	<b>-374.09</b>	<b>-7.68</b>
9430150 Maintenance Contracts - Janitorial	87,358.55	123,489.76	<b>36,131.21</b>	<b>29.26</b>
9439000 TOTAL MAINTENANCE CONTRACTS	718,527.74	589,075.68	<b>-129,452.06</b>	<b>-21.98</b>
9450005 MAINTENANCE EMPLOYEE BENEFITS				
9450010 Maint Employee Benefits - Medical/Dental	100,891.72	154,512.00	<b>53,620.28</b>	<b>34.70</b>
9450020 Maint Employee Benefits - PERS/PARS	37,790.11	47,042.64	<b>9,252.53</b>	<b>19.67</b>
9450030 Maint Employee Benefits - FICA	25,121.21	6,720.00	<b>-18,401.21</b>	<b>-273.83</b>
9450040 Maint Employee Benefits - SUI	1,607.89	1,713.28	<b>105.39</b>	<b>6.15</b>
9450050 Maint Employee Benefits - Life/LTD	2,280.17	4,031.36	<b>1,751.19</b>	<b>43.44</b>
9450070 Maint Employee Benefits - Uniforms/Shoes	1,908.28	16,107.92	<b>14,199.64</b>	<b>88.15</b>
9450091 Maint Employee Benefit - WC	26,870.55	21,374.00	<b>-5,496.55</b>	<b>-25.72</b>
9459000 TOTAL MAINTENANCE EMPLOYEE BENEFITS	196,469.93	251,501.20	<b>55,031.27</b>	<b>21.88</b>
9499000 TOTAL MAINTENANCE	1,490,289.46	1,510,559.60	<b>20,270.14</b>	<b>1.34</b>
9500000 GENERAL EXPENSES				
9500100 Interest Expense	636,165.30	772,732.64	<b>136,567.34</b>	<b>17.67</b>
9500160 Mortgage Financial Service Charge	40,403.35	0.00	<b>-40,403.35</b>	<b>N/A</b>
9500200 Other Expense	5,898.69	0.00	<b>-5,898.69</b>	<b>N/A</b>
9500300 Claim's Settlement Cost <b>(Lincoln House, net of rehab)</b>	161,655.41	0.00	<b>-161,655.41</b>	<b>N/A</b>
9610010 Insurance - Workers Compensation	9,166.67	0.00	<b>-9,166.67</b>	<b>N/A</b>
9610020 Insurance - Liability	36,002.09	36,730.00	<b>727.91</b>	<b>1.98</b>
9610030 Insurance - Property	63,914.68	91,763.28	<b>27,848.60</b>	<b>30.35</b>
9610040 Insurance - Vehicle	4,104.65	10,574.00	<b>6,469.35</b>	<b>61.18</b>
9610060 Insurance - Other	18,215.76	10,040.00	<b>-8,175.76</b>	<b>-81.43</b>
9620010 Other General Expenses	15,846.00	0.00	<b>-15,846.00</b>	<b>N/A</b>
9698000 TOTAL GENERAL EXPENSES	995,619.24	921,839.92	<b>-73,779.32</b>	<b>-8.00</b>
9699000 TOTAL OPERATING EXPENSES	8,464,986.24	11,145,161.12	<b>2,680,174.88</b>	<b>24.05</b>
9700000 MOD REHAB AND SPC EXPENSES				
9700570 Rent to Owners - Bessie Coleman	131,320.00	0.00	<b>-131,320.00</b>	<b>N/A</b>
9700800 PORT-In (A/R Billings) <b>(Negative represents collections from other PHA)</b>	-267,836.00	0.00	<b>267,836.00</b>	<b>N/A</b>
9700900 TOTAL MOD REHAB AND SPC EXPENSES	-136,516.00	0.00	<b>136,516.00</b>	<b>N/A</b>
9710000 EXTRAORDINARY EXPENSES				
9710090 Pre-development Cost	0.00	73,645.76	<b>73,645.76</b>	<b>100.00</b>
9713001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9719000 TOTAL EXTRAORDINARY EXPENSES	0.00	73,645.76	<b>73,645.76</b>	<b>100.00</b>
9730001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9730010 Housing Assistance Payments - Landlords	22,409,411.00	21,531,798.00	<b>-877,613.00</b>	<b>-4.08</b>
9730020 Housing Assistance Payments - FSS	38,926.00	0.00	<b>-38,926.00</b>	<b>N/A</b>
9730070 Utility Allowance to Tenants	21,430.00	0.00	<b>-21,430.00</b>	<b>N/A</b>
9739000 TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	22,469,767.00	21,531,798.00	<b>-937,969.00</b>	<b>-4.36</b>

**Budget Comparison (with PTD)**

Period = Jul 2020-Feb 2021

Book = Accrual

	<b>PTD Actual</b>	<b>PTD Budget</b>	<b>Variance</b>	<b>% Var</b>
<b>OPERATING EXPENSES</b>	30,798,237.24	32,750,604.88	<b>-1,952,367.64</b>	<b>-5.96</b>
<b>NET OPERATING INCOME BEFORE DEPRECIATION</b>	3,179,358.80	-2,099,263.60	<b>5,278,622.40</b>	<b>-251.45</b>
9739500 OTHER EXPENSES				
9740000 Depreciation Expense	1,140,918.01	1,115,617.36	<b>-25,300.65</b>	<b>-2.27</b>
9859999 TOTAL OTHER EXPENSES	1,140,918.01	1,115,617.36	<b>-25,300.65</b>	<b>-2.27</b>
9998000 NET INCOME	4,320,276.81	-983,646.24	<b>5,303,923.05</b>	<b>539.21</b>

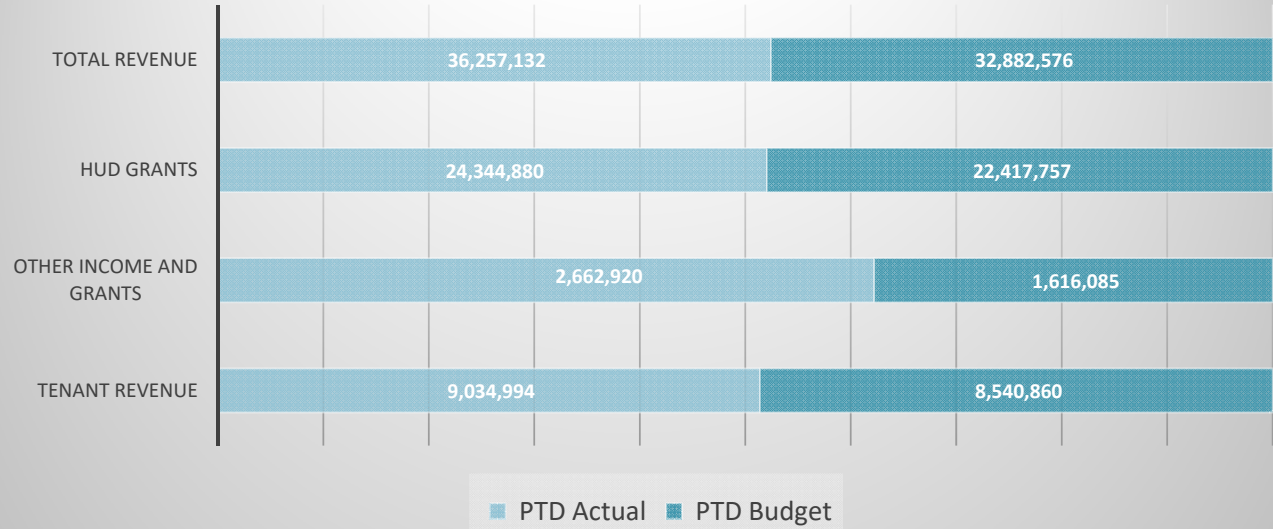
## Attachment 3

## Budget Comparison (with PTD)

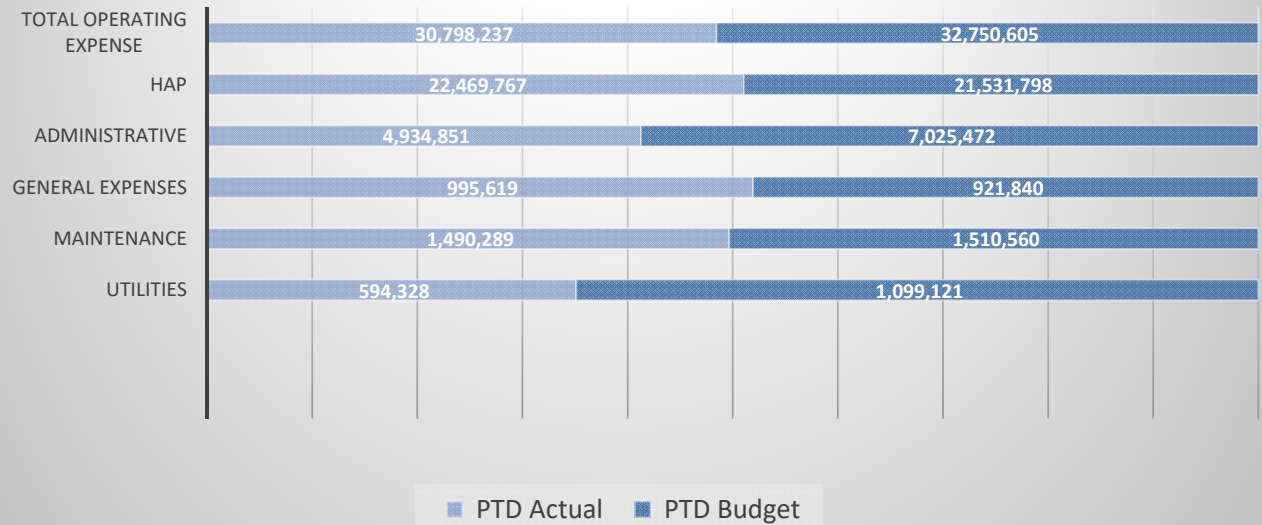
Period = Jul 2020-Feb 2021

Book = Accrual

## AHA REVENUE - ACTUAL VERSUS BUDGET (PTD)



## AHA EXPENSES - ACTUAL VERSUS BUDGET (PTD)



Note - Categories less than \$100,000 and Depreciation not presented



# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Janet Lee, Controller

Date: April 21, 2021

RE: Accept the Quarterly Investment Report for Period Ending March 31, 2021

---

## **BACKGROUND**

California Government Code Sections 53600 and 53646 requires that the Housing Authority Finance Director file a quarterly report with the Board of Commissioners on the status of all investments.

## **DISCUSSION**

The quarter-end report reflects the investment of cash for the operating and reserve funds. Agency investments are covered by the provisions of the Housing Authority's Investment Policy that is approved annually by the Board of Commissioners. This memorandum includes both Housing Authority of the City of Alameda and Island City Development's investments.

As of March 31, 2021, AHA held **\$11,632,136.93** in **LAIF** (Local Agency Investment Fund). These funds are on demand and can be used for immediate needs. The prior quarter balance was **\$11,613,774.08**. Interest is posted quarterly to the account by LAIF and the 3 months of interest from January through March 2021 will be presented in the April 2021 LAIF statement.

As of March 31, 2021, AHA held **\$6,004,992.19** in **CAMP** (California Asset Management Program). These funds are on demand and can also be used for immediate needs. The prior quarter balance was **\$6,003,509.26**. Interest is posted monthly to the account by CAMP.

As of March 31, 2021, ICD held **\$13.78** in **CAMP**. The prior quarter balance was **\$1,141,144.44**. These funds are on demand and can also be used for immediate needs. Interest is posted monthly to the account by CAMP. As presented on the next page, most of the funds were cashed out to fund North Housing in the first quarter of 2021.



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
Page 2 of 2

**AHA Balances** as of March 31, 2021:

LAIF:	\$ 11,632,136.93
CAMP:	\$ 6,004,992.19
<b>Total Investment</b>	<b>\$ 17,637,129.12</b>

**ICD Balances** as of March 31, 2021:

CAMP: **\$ 13.78**

The key changes in the balance for the period ending March 31, 2021 are:

Activity	AHA-LAIF	AHA-CAMP	ICD-CAMP
<b>Beginning Balance – Dec 31, 2020</b>	<b>11,613,774</b>	<b>6,003,509</b>	<b>1,141,144</b>
CAMP Quarterly Interest income		+1,483	+164
LAIF Quarterly Interest (paid in arrears)	+18,363		
ICD Funding - North Housing			-(1,141,294)
<b>Ending Balance – Mar 31, 2021</b>	<b>11,632,137</b>	<b>6,004,992</b>	<b>14</b>

The Housing Authority's ordinary expenditure requirements for the next six months are more than sufficiently covered by two sources, namely: (1) anticipated revenues, grants and subsidies, and (2) liquidity of current investments. All investment actions executed since the last report have been made in full compliance with the Investment Policy. The Executive Director will maintain a complete and timely record of all investment transactions.

**RECOMMENDATION**

It is recommended that the Board of Commissioners accept the Quarterly Investment Report for period ending March 31, 2021.

Respectfully submitted,

DocuSigned by:  
  
 EC857CB3128849B...  
 Janet Lee, CPA  
 Controller

**Attachments:**

1. LAIF statement for the quarter ending March 31, 2021 – AHA
2. CAMP statement for the quarter ending March 31, 2021 – AHA
3. CAMP statement for the quarter ending March 31, 2021 – ICD

## Attachment 1

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

April 02, 2021

LAIF Home  
PMIA Average Monthly  
Yields

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ALAMEDA HOUSING AUTHORITY

EXECUTIVE DIRECTOR  
701 ATLANTIC AVENUE  
ALAMEDA, CA 94501

Tran Type Definitions**Account Number:**

March 2021 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	11,632,136.93
Total Withdrawal:	0.00	Ending Balance:	11,632,136.93



Attachment 2

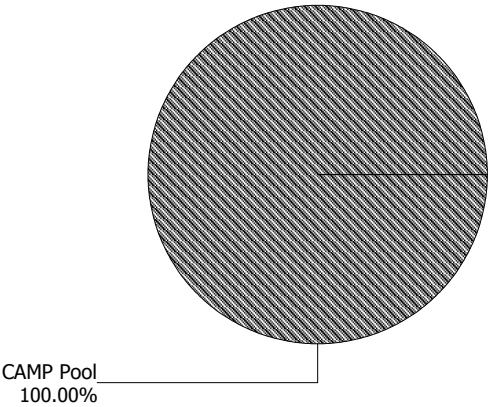
Account Statement - Transaction Summary

For the Month Ending **March 31, 2021**

Housing Authority of the City of Alameda (AHA) - Housing Authority of the City of Alameda (AHA) -

CAMP Pool	
Opening Market Value	6,004,565.81
Purchases	426.41
Redemptions	(0.03)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$6,004,992.19</b>
Cash Dividends and Income	426.41

Asset Summary		
	March 31, 2021	February 28, 2021
CAMP Pool	6,004,992.19	6,004,565.81
<b>Total</b>	<b>\$6,004,992.19</b>	<b>\$6,004,565.81</b>
Asset Allocation		





## Account Statement

For the Month Ending **March 31, 2021**

Housing Authority of the City of Alameda (AHA) - Housing Authority of the City of Alameda (AHA)

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>6,004,565.81</b>
03/25/21	03/25/21	Redemption - ACH Redemption	1.00	(0.01)	6,004,565.80
03/25/21	03/25/21	Redemption - ACH Redemption	1.00	(0.01)	6,004,565.79
03/25/21	03/25/21	Redemption - ACH Redemption	1.00	(0.01)	6,004,565.78
03/31/21	04/01/21	Accrual Income Div Reinvestment - Distributions	1.00	426.41	6,004,992.19
<b>Closing Balance</b>					<b>6,004,992.19</b>

	Month of March	Fiscal YTD July-March		
<b>Opening Balance</b>	6,004,565.81	7,479,027.93	<b>Closing Balance</b>	6,004,992.19
<b>Purchases</b>	426.41	3,009,224.62	<b>Average Monthly Balance</b>	6,004,579.56
<b>Redemptions (Excl. Checks)</b>	(0.03)	(4,483,260.36)	<b>Monthly Distribution Yield</b>	0.08%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>6,004,992.19</b>	<b>6,004,992.19</b>		
<b>Cash Dividends and Income</b>	426.41	9,016.29		



Attachment 3

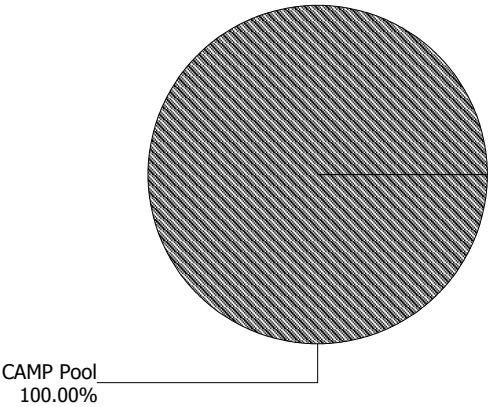
Account Statement - Transaction Summary

For the Month Ending **March 31, 2021**

Island City Development - Island City Development -

CAMP Pool	
Opening Market Value	324,429.16
Purchases	13.78
Redemptions	(324,429.16)
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$13.78</b>
Cash Dividends and Income	13.78

Asset Summary		
	March 31, 2021	February 28, 2021
CAMP Pool	13.78	324,429.16
<b>Total</b>	<b>\$13.78</b>	<b>\$324,429.16</b>
Asset Allocation		





## Account Statement

For the Month Ending **March 31, 2021**

Island City Development - Island City Development

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>324,429.16</b>
03/19/21	03/19/21	Redemption - Outgoing Wires	1.00	(324,429.16)	0.00
03/31/21	04/01/21	Accrual Income Div Reinvestment - Distributions	1.00	13.78	13.78
<b>Closing Balance</b>					<b>13.78</b>

	Month of March	Fiscal YTD January-March		
<b>Opening Balance</b>	324,429.16	1,141,144.44	<b>Closing Balance</b>	13.78
<b>Purchases</b>	13.78	163.15	<b>Average Monthly Balance</b>	188,378.67
<b>Redemptions (Excl. Checks)</b>	(324,429.16)	(1,141,293.81)	<b>Monthly Distribution Yield</b>	0.08%
<b>Check Disbursements</b>	0.00	0.00		
<b>Closing Balance</b>	<b>13.78</b>	<b>13.78</b>		
<b>Cash Dividends and Income</b>	13.78	163.15		

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: April 21, 2021

RE: Accept the Executive Director's Update

---

### **BACKGROUND**

This memo provides an update on a number of ongoing issues or topics for the agency.

### **DISCUSSION**

#### Discussions with Alameda Renters' Coalition (ARC)

A meeting was held on March 25, 2021 to conclude the discussion with AHA and ARC regarding serving senior citizens receiving services from AHA.

#### Task force on tenants with needs that exceed the landlord's ability to meet them

A third meeting was held in late March. The group has been working together on vaccination access and other issues. AHA staff, City staff, LifeSTEPS staff, and service providers from various Alameda nonprofits attended.

#### Services Agreement with the City for Policing Services

Two meetings have been held with the City Manager, the police, and staff. All teams are reviewing the current agreement, the frequency of services provided, and the future needs.

### **FISCAL IMPACT**

None beyond what is already budgeted for the year.

### **RECOMMENDATION**

Accept the Executive Director's Update.

Respectfully submitted,



Vanessa Cooper  
Executive Director





## Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and  
Members of the Board of Commissioners

From: Sylvia Martinez  
Director of Housing Development

Date: April 21, 2021

Re: Accept the Five-Year Outlook (Pipeline Report) for Housing Development and  
Approve updated Housing Authority Development Policies

---

### **BACKGROUND**

The purpose of this report is to provide an update to the Board of Commissioners (BOC) and the City Council of Alameda on the five-year development pipeline for rental projects and market-rate residential projects with an inclusionary housing requirement, and the *Affordable Housing Development Policies and Guidelines* (Development Policies) previously adopted by the Board in 2015.

In 2010, the Housing Authority Board adopted the Development Policies, which were then updated in 2015 with the submittal of the 2015-2020 Five Year Outlook. In 2020, the City of Alameda took back certain functions of the housing and community development scope but maintained a contract with the Housing Authority to provide housing development services. As part of that contract, a pipeline report must be submitted to the City Council every five years.

### **DISCUSSION**

There are 17 active or proposed development sites shown in the attached report, shown as Exhibit A. The list of active and proposed developments includes affordable homes that are created from the City of Alameda's inclusionary housing ordinance by market-rate developers, affordable developments of the Housing Authority, as well as developments by affordable developers other than the Housing Authority. Approximately half of the projects will include Housing Authority participation. The pipeline also addresses the life cycle needs to renovate existing Housing Authority properties, along with the opportunity to add additional units on those sites. Finally, the report describes the Housing Authority's efforts to acquire or partner with existing multifamily housing for possible conversion to deed-restricted affordable homes, as well as to obtain developable property for future affordable opportunities.



Honorable Chair and  
Members of the Board of Commissioners

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These combined efforts attempt to meet the City of Alameda's affordable housing needs, as defined by the Regional Housing Needs Allocation (RHNA) calculated by the Association of Bay Area Governments. The City has begun developing plans to meet the next cycle of RHNA needs, and the Housing Authority continues to partner and provide support to the City's efforts to create additional affordable housing.

#### Update to Affordable Housing Development Policies and Guidelines

Staff has reviewed the Development Policies that were adopted in 2015. The policies, goals and objectives that were defined in the document remain equally valid five years later. Staff has revised the document to reflect new State regulations for Successor Housing Agencies and other administrative changes. A red-lined document is attached as Exhibit B for review and adoption.

#### **FISCAL IMPACT**

The specific impact of any development project will be considered and approved by separate Board of Commissioner action. Any impact associated with the proposed update to the Development Policies is also subject to Board of Commissioners approval.

#### **RECOMMENDATION**

Accept the Five-Year Outlook (Pipeline Report) for Housing Development and Approve updated Housing Authority Development Policies.

Respectfully submitted,

DocuSigned by:  
  
88FEDACB7D8D461...  
Sylvia Martinez  
Director of Housing Development

Exhibit(s):

- A. Five-Year Outlook (Pipeline Report) for Housing Development – 2020-2025
- B. DRAFT Affordable Housing Development Policies and Guidelines



**Housing  
Authority of the City of Alameda**

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# **Five Year Outlook for Housing Development and the Housing Authority Development Policy**

## **FY2020-2025**

**Housing Authority of the City of Alameda  
April 21, 2021**



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## BACKGROUND

The purpose of this report is to provide an update to the Board of Commissioners (BOC) of the Housing Authority of the City of Alameda and the City Council of Alameda on the five-year development pipeline for rental projects and market-rate residential projects with an inclusionary housing requirement, and the *Affordable Housing Development Policies and Guidelines* (Development Policies) previously adopted by the Board of Commissioners in 2015.

In 2010, the Housing Authority Board adopted the Development Policies which were updated in 2015 with the publishing of the 2015-2020 Five Year Outlook Plan (Pipeline Report). In 2020, the City of Alameda took back certain functions of the housing and community development scope but maintained a contract with the Housing Authority to provide housing development services. As part of that contract, a pipeline report must be submitted to the City Council every five years.

## DISCUSSION

There are 17 active or proposed development sites shown on the attached Map of Proposed Project Locations (Exhibit A). This includes two active rental projects, three active ownership projects, six future rental or ownership projects and three potential renovation/redevelopment projects. Approximately half of the projects will include Housing Authority leadership and participation.

### Active Rental Projects

1. **Alameda Point 'Site A'** - This approved mixed-use project includes 800 total homes and is being developed by Alameda Point Partners. The project includes 72 units affordable to moderate-income households and 128 rental units for low and very low-income households developed by Eden Housing. Corsair Flats, 59 residential units for low-income seniors and veterans was completed in late 2020. The Starling (formerly known as Alameda Point Family) will have 69 units and be completed in early 2022. The Housing Authority support provides 17 project-based vouchers to the family project and administers 25 VASH (Veteran's Administration Supportive Housing) vouchers for the senior project.



2. **Rosefield Village** – This redevelopment project on an underutilized AHA-owned site broke ground in mid-2020 and will be completed in 2022. Rosefield Village is a family development and replaces 46 units with a development of 92 affordable rental apartments in this transit-oriented site. Of these, thirteen-30 are existing units which are being renovated. The existing residents were provided relocation counseling and the vast majority remain residents of Alameda. A few of the units will remain occupied with existing residents during renovations, with only temporary relocation services provided.

### Active Market-Rate For-Sale Projects

3. **Del Monte Building** – A new development partner, Wood Partners, has purchased the entitled site to develop a total of 372 units within the existing Del Monte warehouse and the new building addition. Of these, 24 units will be restricted to serve moderate-income households. The units may be for-sale or for-rent, and the Housing Authority has the option to purchase the restricted units. Site construction is still underway and due to be completed in early 2022. (The Housing Authority built the low income units required for this site in 2018 as Littlejohn Commons.)
4. **Alameda Landing (Bay 37 by Pulte Homes)** - This project began construction in 2020 and is being developed by Pulte Homes. It will include 300 homes, of which 21 units will be sold to moderate-income households (BMR). There are also 18 units at low and very low-income levels which will be purchased by the Housing Authority and rented as affordable homes. All of the BMR units are scheduled to be delivered between 2021 and 2023.
5. **North Housing Homeownership**— Pursuant to a ground lease from the City of Alameda, from a disposition from the Navy, Habitat for Humanity is expected to receive two acres of land adjacent to the Housing Authority site and plans to build 27-30 units of self-help housing. Demolition has begun on this site, and Habitat for Humanity is planning on submitting for approvals starting in 2021.





## Upcoming Projects

6. **North Housing Rental Housing** – Pursuant to agreements with the Navy and the City of Alameda, the Housing Authority took possession of approximately 12 acres of land at the former Coast Guard housing site known as North Housing in 2019. The approval requires the development of a 90-unit permanent supportive housing development and may include housing for veterans. Alameda Point Collaborative and Building Futures with Women and Children will participate in the project as the social services providers for the formerly homeless residents. The Housing Authority will complete demolition of the existing 90 apartments on the site in 2021. The Housing Authority has received an approved Tentative Map and Site Development Plan for 586 dwellings (in September 2020) and plans to perform additional design to support future applications for affordable funds for construction.
7. **Boatworks** – This market-rate project at Oak and Clement will include approximately 150 units including 21 affordable units, including 13 very low-income and 8 moderate-income dwellings. This development received Planning Board approval in April 2020.
8. **Alameda Marina** – This project has three phases with a total of 760 homes that will eventually produce the following affordability: 45 moderate income; 26 low-income, and 33 very low-income. This development received Planning Board approval in 2018 but should be delivering a construction and delivery schedule during the upcoming five-year cycle.



## Future Development

9. **Alameda Landing (future phase)** - Catellus has previously announced that the firm will develop additional phases on the parcels north of Mitchell Street but plans have not yet been submitted for review.
10. **Encinal Terminals** - This property is located at Buena Vista Avenue adjacent to the Del Monte site. Tim Lewis Communities received a Planning Board approval in July 2019 for 589 units with approximately 80 affordable dwellings.
11. **Main Street RESHAP** - Alameda Point Collaborative and Building Futures, with their development partner, MidPen Housing, is proposing rehabilitation of four hundred affordable units. This development is still in early feasibility.
12. **1435 Webster Street** – This is a proposed infill development by Danna Development that may yield 2 moderate level affordable units.
13. **The McKay Wellness Center** – This is a proposed health and housing 90-unit development sponsored by the Alameda Point Collaborative. This development filed for entitlement in February 2021 to provide 50 medical beds and patient care, alongside a 98 permanent supportive housing and senior development.
14. **South Shore Shopping Center** – This is a proposed redevelopment of this site to gain 1,215 multifamily units and 238 assisted living units, along with changes to the existing retail and office space. This development has a planning application on file.
15. **2607 Santa Clara Avenue (homeownership)** – This infill development of nine townhouse units has a planning application on file and partial approvals. At least one of the units will be affordable per the inclusionary ordinance.
16. **2001 Versailles Avenue (homeownership)** – Eleven single family detached homes will be created, with at least one home designed at affordable levels. This development has a planning application on file and partial approvals.

## Redevelopment of Housing Authority Owned Properties

Certain developments within the Housing Authority portfolio may be strong candidates for substantial rehabilitation. This option is considered when the repair costs exceed the ordinary capital improvements budget or when the dwelling units or the site have become functionally obsolete. The federal low-income housing tax credit program (LIHTC) can provide the opportunity to attract private equity investment that makes this financially feasible. In this model, an existing property is acquired by a newly formed tax credit partnership through an “acquisition and rehabilitation” tax credit project. If the site can accommodate additional units, there may be an opportunity to reconfigure a site plan and increase the total number of AHA owned units. At

occupied properties, residents are generally temporarily relocated during construction and will return to their units after work is completed.

17. **Eagle Village** – This property includes 42 units that were built in 1983. The property is in fair condition. Staff is evaluating the feasibility of a scattered site development with other AHA properties to achieve an economy of scale advantage with respect to the costs for renovation.
18. **Parrot Village/Parrot Gardens** – These properties include a total of 58 units on 7.1 acres. The Parrot Gardens units were built in the 1930's and Parrot Village was built in 1980. The overall combined site presents a strong opportunity for renovation and redevelopment.
19. **China Clipper** – This property includes 26 units that are in fair condition. If the property is determined to require substantial rehabilitation, staff will evaluate the feasibility of combining China Clipper with another property to achieve greater financing efficiency.



## Land Acquisition

The Housing Authority reviews frequent opportunities to purchase land or redevelopment opportunities (underutilized sites) in the City of Alameda for future development of affordable housing. In a scattered site model, even small developments can add to the affordable housing stock on the island. The Housing Authority continues to review and offer on purchase opportunities as they arise.

## Preservation Opportunities

In addition to developing new affordable housing, the Housing Authority monitors the multi-family property resale market in the City to expand the affordable housing stock. The Housing Authority has explored direct purchases, as well as opportunities to partner with market rate owners to



restrict naturally occurring affordable rental homes to preserve affordability. These two strategies provide opportunities to add additional moderate-income units to Housing Authority's portfolio. Current market conditions are brisk, prices continue to climb and there is competition from investors who can close quickly and who often pay all cash. However, in recent months, there have been some increased opportunities for acquisition, likely related to the pandemic. Staff continues to bring acquisition and partnership opportunities to the Board of Commissioners as they arise.

## Meeting Overall Housing Need

The City's General Plan Housing Element was approved in 2014 and states the Alameda share of the Regional Housing Needs Allocation (RHNA) calculated by the Association of Bay Area Governments. Per the 2014-2022 RHNA, the City of Alameda goal is to develop 1,723 units by 2023, of which 692 units are to be affordable to extremely low, very low and low-income households. If all of the projects listed above were to be developed, approximately 400 new units will become available to low and very low-income households. The updated RNHA numbers require the City to plan for 4,896 units by 2031 of which the majority are expected to be affordable to low income or very low income households (final numbers to be determined in spring of 2021). Hence, despite the robust level of development activity, unless new policies are adopted and additional resources are committed, the City's affordable housing needs are not likely to be met. The next General Housing Element will be approved within two years.

## Update to Affordable Housing Development Policies and Guidelines

Affordable Housing Development Policies were adopted in 2015. The policies, goals and objectives that were defined in the document remain equally valid five years later. Staff has revised the document to reflect new State regulations for Successor Housing Agencies and other administrative changes.

# Exhibit A

## Map of Active Project Locations

# Active Affordable Developments



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## EXHIBIT B

**I. Purpose**

To maintain, improve and expand the City's supply of affordable housing for very low-, low-, and moderate-income households.

**II. Project Selection Policies****A. Income Targeting**

- Households earning up to 80% of the median income, adjusted for family size, recognizing that tax credit and other financing may be restricted to low-income households earning up to 60% of the median income, adjusted for family size.
- When feasible, projects serving low-income households earning between 30% and 80% of the median income, adjusted for family size, will receive priority consideration as the City's Regional Housing Needs Assessment (RHNA) shows a substantial need for housing in this income category.
- Mixed-income projects may be developed if necessary to ensure project feasibility.

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**B. Term of Restrictions**

- Permanent affordability is the goal, with a priority for projects that will be owned by the Housing Authority or Island City Development, either initially or following the first 15 years post-construction or post-rehabilitation period.
- If an affordability term is required in the event the project is now owned by the Housing Authority, the term shall be not less than 55 years.
- Projects shall have a Regulatory Agreement recorded against the property that details affordability levels, term of affordability, maintenance and management, and other requirements related to the terms of the financing.

**C. Types of Development**

- Permanent affordable rental housing; however, transitional housing may be appropriate, in particular if it is located within the Alameda Point Collaborative community at Alameda Point.
- Apartment complexes, studio/single-room occupancy units, and group homes are eligible development projects.
- Projects may be new construction, acquisition, and/or rehabilitation of existing developments to increase or preserve affordable housing.
- If existing units are acquired, vacant units and current tenants likely to qualify for assistance are preferred. Over-income tenants would not be relocated unless required based on funding sources.

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- Projects may serve families (two or more bedrooms); seniors; mentally, physically, or developmentally disabled individuals; formerly homeless people; and people recovering from substance abuse based on documented community need. The needs analysis may come from the Five-Year Housing Strategy.

#### ***D. Use of City/ Successor Housing Agency Funds***

- Funds may be used for land acquisition, predevelopment expenses, hard and soft development costs, and initial operating reserves.
- Funds may provide bridge, construction, or permanent financing.
- Funds will be provided as loans. Loans can be structured as deferred, amortized, or residual receipts. Loans can carry an interest rate, or not, depending on project feasibility. Loans can be forgiven over time if required for project feasibility.
- Loan amount shall be determined based on a “gap” analysis.
- [Successor Housing Agency funds must support units restricted at 30% AMI starting 12/31/2020.](#)

#### ***E. Geographic Distribution***

- Projects are intended to increase the supply of affordable housing throughout the city; however, it is recognized that the majority of potential affordable housing sites is located in West Alameda, particularly at Alameda Point.
- Projects will promote economic integration and avoid concentrating low-income units in any one neighborhood.
- Priority would be given to projects that improve the character of the neighborhood.

#### ***F. Leveraging***

- Whenever feasible, funds are used to leverage other sources of affordable housing finance, and such projects will receive priority consideration.
- Only the minimum gap financing will be provided. If funds are committed early, it may not be possible to know what the minimum gap will be initially.

### **III. Eligibility**

- Projects may be identified through a Request for Proposals (RFP) process or through response to opportunities as they arise.
- Developer may be a non-profit corporation, a for-profit developer specializing in affordable housing (based on the company’s business model), or a joint venture that includes a qualified non-profit or for-profit developer.
- The proposed owner/developer must have a demonstrated capacity for completing projects similar to the development being proposed in terms of scope, size, budget, and

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financing structure. A demonstrated capacity to provide property management services is also required.

- Developer or Housing Authority must have site control and be able to demonstrate an ability to receive entitlements and funding in a timely fashion.
- The proposed owner/developer shall demonstrate adequate income to provide appropriate management over the life of the project (e.g., operating and capital reserves, etc.)
- The proposed owner/developer will provide the Housing Authority with an option to purchase the property and the Right of First Refusal after the compliance period has ended.
- The Housing Authority will approve the property management firm.
- If the proposed housing development targets a special need population, a plan to provide supportive services must be prepared.

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IV. Project Approval

An analysis of proposed terms and conditions of financing for a specific project, and an analysis of how the proposal meets the policies outlined above, shall be presented to the Housing Authority Board of Commissioners (Successor Housing Agency) and/or City for approval.





## Housing Authority of the City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng & Allyson Ujimori, Senior Project Managers

Date: April 21, 2021

RE: Approve the AT&T Access Agreement for Rosefield Village

---

### **BACKGROUND**

Rosefield Village includes new construction of 78 units and renovation of 14 units, totaling 92 units located on the 700 block of Buena Vista Ave. ICD is the developer. The overall project scope includes both, rehabilitation of existing structures and construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry, property management offices, social service coordination offices, a community room, and central courtyard with play structures. Twelve existing units, in five buildings, on the east and west sides of the new building will be renovated, and one house will be converted into a duplex. The Housing Authority is the landowner, lender, and a project-based voucher contract administrator.

### **DISCUSSION**

As the project progresses through construction, staff is wrapping up negotiations with communications utility companies to ensure that services will be available to tenants upon project completion. This request pertains to an Access Agreement with AT&T, which will allow them access to the property and units to install and maintain their equipment.

The Agreement will be signed and executed by Constitution and Eagle LP and will go before the Island City Development Board at its next meeting.

### **FINANCIAL IMPACT**

This Access Agreement will have no fiscal impact. AT&T is responsible for installing, maintaining, and operating their equipment.

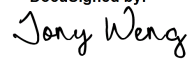
Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
Page 2 of 2

**RECOMMENDATION**

Staff recommends Board to approve the Access Agreement with AT&T for their service equipment at Rosefield Village and provide consent to said Agreement as the property owner and lender.

Respectfully submitted,

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Tony Weng & Allyson Ujimori  
Senior Project Managers

Attachment(s):

1. Access Agreement between Constitution and Eagle LP and AT&T Services, Inc.



## Attachment 1

**AT&T CONNECTED COMMUNITIES® ("ACC")  
ACCESS AGREEMENT ("AGREEMENT")  
NEW CONSTRUCTION PROPERTY**

This Agreement is by and between **AT&T Services, Inc.**, a Delaware corporation with its principal place of business at 208 S. Akard Street, Dallas, Texas 75202, on behalf of certain affiliated AT&T companies whose products and services AT&T Services, Inc. is authorized to sell (each, an "Affiliate"), ("AT&T"), and **Constitution and Eagle LP**, a California limited partnership, with its principal place of business at 701 Atlantic Avenue, Alameda, California 94501 ("Owner"). AT&T and Owner may be referred to herein individually as a "Party" and collectively as the "Parties".

**WHEREAS**, Owner owns the multiple dwelling residential units (each a "Unit") described in Exhibit A ("Property"), and Owner agrees to provide access to the Property so that AT&T may provide services to residents and prospective residents ("Residents") of Owner's Property; under the terms contained herein;

**WHEREAS**, AT&T is engaged in the business of providing services, including but not limited to, voice, data, wireless and video services ("AT&T Services") and desires to make such services available to Residents of the Property; and

**WHEREAS**, Owner desires to give AT&T the right to (a) deploy (install, own, repair, operate, remove, improve, and maintain) its network and/or other wire facilities, innerducts, conduits, raceways, moldings, network cabinets and other related equipment capable of accommodating voice, data and video transmissions and/or other services ("AT&T Facilities") at the Property, and (b) the right to provide its current and future services, to Residents at the Property.

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. Term of Agreement:** The term of this Agreement ("Term") shall begin on the date that AT&T countersigns this Agreement ("Effective Date") and shall expire **five (5) years** thereafter ("Expiration Date"), after which the Agreement shall renew for successive one (1) year Term(s) unless either Party provides the other Party at least thirty (30) days prior notice to the end of the then-current term pursuant to Section 23, Notices and Payments. In the event of a termination, AT&T shall continue to have the rights granted herein to provide services on the Property to its existing customers at the Property.

**2. AT&T Services:** AT&T Services will be provided pursuant to terms and conditions set forth between AT&T and each Resident. AT&T may price the AT&T Services and offer them in such combinations and/or substitute them with such other products and services as AT&T may determine and AT&T may add or change the AT&T Services name(s), features, components, pricing, terms and conditions, means of delivery, etc., including those of any substitute service at any time. Subject to the Laws (Section 24, below), AT&T may deny the AT&T Services to any Resident, require deposits, or modify its credit terms as it deems appropriate or in accordance with applicable regulatory commission rules and regulations of the state in which the AT&T Service is to be provided. Nothing in this Agreement shall preclude, nor shall Owner restrict, in any way, AT&T from providing direct, AT&T Services-related communications with Residents or prospective Residents.

**3. Intentionally Left Blank**

**4. Facility Provisioning:** AT&T shall have the right to provide and maintain AT&T's Facilities from its Central Office to the wireline voice/VoIP, internet and video ("AT&T Wireline Services") demarcation point(s) for the Property ("Demarc(s)"), including the Demarcs in the common and business use areas of the Property if Owner makes available the necessary space and power. All of the AT&T Facilities pursuant to this Agreement and used at the Property by AT&T, which are installed at AT&T's expense (whether by AT&T or on its behalf), shall at all times during and after the Term of this Agreement be and remain the personal property of AT&T and shall not be considered fixtures of the Property. Neither Owner, nor any third party shall have any rights in the AT&T Facilities except as expressly granted in writing by AT&T. If Owner provides Owner-owned conduit in which AT&T cables installed at the Property are placed, Owner shall do so at no cost to AT&T pursuant to AT&T specifications, including without limitation that AT&T shall have the exclusive right to use no less than one innerduct within the conduit. If Owner controls wiring between the Demarcs and the wall jacks inside the Unit, the Owner shall provide and maintain its wire, cable, and connector jacks from the Demarcs to the wall jacks in the Units ("Inside Wire") and while AT&T is using a specific portion of Inside Wire within a Unit to provide a service to a Resident, Owner shall allow AT&T to be the only user of such portion of Inside Wire. Owner may allow another provider to use an unused portion of Inside Wire at the Property to serve a Resident that is a subscriber to multiple providers or the entire portion of a Resident's Inside Wire if Resident is not an AT&T customer. AT&T shall have no obligation to provide AT&T Services where the Inside Wire does not meet AT&T's minimum wiring specifications required to accommodate provision of such AT&T Service. Owner shall use reasonable efforts to 1) keep the AT&T Facilities and any other components required for distribution of the AT&T Service secure and 2) prevent any unauthorized access to or interference with such AT&T Facilities or components. Owner shall require, through any agreements it enters into with, or access rights it provides to, other service providers, that such other service providers will not, in any manner, interfere with or impair the AT&T Services provided by AT&T or otherwise cause damage to, or degradation of the quality or the privacy of, the AT&T Services provided over the AT&T Facilities; provided, however, Owner's failure to include the aforementioned requirement in an agreement shall not constitute a default hereunder.

**4.1 Demarc:** Pursuant to FCC Part 68 Rules (47 C.F.R. section 68.105), Property Owner desires and elects that AT&T establish multiple demarcation points at each customer's premises (i.e., Unit) on the Property (i.e., multi-unit premises), with each demarcation point no further inside the customer's premises than twelve (12) inches from where the wiring enters the customer's premises, or as close thereto as practicable. Owner understands and acknowledges that pursuant to 47 C.F.R. § 68.105, Owner may establish separate demarcation points for each customer at the Property, or a single demarcation point for all customers for the entire premises. For this Agreement, Owner hereby agrees for fiber cable to establish multiple demarcation points, at the termination point of the fiber cable at each Unit in the Property as described in Exhibit B.

**AT&T Proprietary and Confidential**

Access Agreement 08/14/20 - JH 11/6/20 TB rev 2/4/21 TB RL rev 3/10/21 TB EXE rev 4/6/21 TB EXE

**4.2 Power Outage:** In the event AT&T determines the need to provide temporary back-up power during any commercial power outage and limited restoration period thereafter, AT&T may place generators on the Property until power is restored. Owner agrees to work with AT&T on the placement of the generators.

**4.3 Relocation of AT&T Facilities:**

**4.3.1 Owner Requested:** Upon the request of Owner, AT&T shall relocate its AT&T Facilities to another portion of the Property, provided that: (i) the proposed new area(s) are specifically identified, reasonably adequate for AT&T's purposes, and are mutually satisfactory to Owner and AT&T; (ii) Owner shall pay all costs of such relocation via payment to AT&T thirty (30) days following receipt of an invoice from AT&T and (iii) Owner shall, at the request of AT&T, obtain all necessary permits and approvals for the relocation.

**4.3.2 AT&T Requested:** AT&T may relocate its equipment and AT&T Facilities, at its own request and expense, to another portion of the Property only with the prior, express written approval of Owner, not to be unreasonably withheld, conditioned or delayed.

**5. Right of Access:** Owner will provide employees, agents, and contractors of AT&T reasonable access during Owner's normal business hours, except in case of a service outage emergency or at the request of a Resident for service installation or repair, at no charge, to the Property. This access includes (a) the right for AT&T to deploy (install, own, repair, operate, remove, improve, and maintain) its wire or wireless facilities, innerducts, conduits, raceways, moldings, network cabinets and other related equipment capable of accommodating voice, data, and video transmissions and/or other AT&T Services at the Property; (b) the right to provide its current and future AT&T Services to Residents at the Property and (c) the right to clear the areas where AT&T will be placing AT&T Facilities and to keep the areas cleared of all trees and undergrowth including the right to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside such areas which might interfere with or fall upon the AT&T Facilities or power transmission or distribution equipment. Unless otherwise required by Laws or as limited herein, all the rights provided in this Section 5, Right of Access shall survive the termination of this Agreement as long as AT&T is serving customers.

**5.1** Once there are no customers being served, Owner may send written notice to AT&T requesting either:

**5.1.1** AT&T to relinquish its use of all of the Owner's facilities and remove or abandon all AT&T Facilities at the Property not contained within an easement (if applicable). Upon receipt of the notice, AT&T shall have the right within twelve (12) months thereafter to remove any of its AT&T Facilities installed hereunder or to de-activate/render them unusable and abandon them in place. Title to any abandoned AT&T Facilities following such twelve (12) month period will automatically transfer to Owner upon such abandonment. In the event of any such transfer of abandoned AT&T Facilities, Owner may request and AT&T will provide to Owner, within thirty (30) days after AT&T's receipt of written request from Owner to the AT&T address listed in the notice section below, a bill of sale evidencing the transfer of all abandoned AT&T Facilities not contained within an easement (if applicable), which shall be transferred AS IS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, or;

**5.1.2** Owner desires to purchase the AT&T Facilities including any AT&T Facilities on the Property that are located within the easement that serve only the Property, and do not serve any third party's(ies) property(ies), by paying to AT&T a "Transfers Ownership of Network Fee" calculated in accordance with the Table below. Upon Owner's payment to AT&T of such applicable AT&T Transfers Ownership of Network Fee, all ownership and control of the aforementioned AT&T Facilities, free of liens and encumbrances, will immediately pass to the Owner strictly on an "as is" and "where is" basis, with no warranties, and AT&T shall have no further obligations whatsoever with respect to the AT&T Facilities, including without limitation, the care and maintenance, repair, and/or upgrade of any AT&T Facilities.

**Table - AT&T Transfers Ownership of Network Fee**

**Classification of States**

**South Central:** AR, KS, MO, OK, TX

**North Central:** IL, IN, MI, OH, WI

**Southeast:** AL, FL, GA, KY, LA, MS, NC, SC, TN

**West:** CA, NV

Type	Per Unit Installation Cost Recovery			
	South Central	North Central	Southeast	West
High-Rise Property	\$1,200	\$1,300	\$1,200	\$1,900
Mid-Rise Property	\$1,200	\$1,400	\$1,400	\$2,000
Garden Property	\$1,700	\$1,700	\$1,400	\$3,000

**6. Intentionally Left Blank**

**7. Intentionally Left Blank**

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8. **Bulk:** Owner represents that it is not, and will not be, a party to a bulk billing agreement with another service provider with respect to any services competing with an AT&T Service. A bulk billing agreement is an agreement between Owner and a service provider where the service provider makes services available to the Units at the Property and Owner agrees to pay the service provider for the services.

9. **Other Terms and Conditions:** The Parties shall comply with the Exhibits.

10. **Intentionally Left Blank**

11. **Entire Agreement:** This Agreement, including Exhibits, attached and incorporated herein, constitutes the entire agreement between Owner and AT&T and supersedes all prior or contemporaneous oral and/or written quotations, communications, promises, agreements and understandings of the Parties, if any, with respect to the subject matter hereof. This Agreement can be modified only by a written addendum or amendment executed by duly authorized representatives of the Parties, except for Property name changes and changes in the legal notice, check delivery and Property addresses.

12. **Signatories:** The Parties to this Agreement represent and warrant that they are familiar with this Agreement and with the negotiation and documents which preceded this Agreement and have the legal authority to enter into this Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for this Agreement and shall bind the Parties to the same extent as that of an original signature.

13. **Assignment:** This Agreement is binding on Owner's successors and assignees. AT&T's rights and obligations under this Agreement shall survive any sale or transfer of ownership or control of any Property by Owner. In the event of any sale or transfer of ownership or control of any Property by Owner, Owner covenants and agrees to cause this Agreement to be assumed by the subsequent purchaser or transferee of ownership or control of any Property. Owner agrees to notify any purchasers of the Property of this Agreement and to make the assumption of this Agreement a condition of any sale or transfer of the Property. Within thirty (30) days after the sale or other conveyance of all or a portion of the Property, Owner will provide written notification of such conveyance that this Agreement was assigned to new owner ("Assignee") to AT&T in accordance with the Notices and Payments section below. Owner shall obtain Assignee's written agreement in a form acceptable to AT&T (a form that must state Assignee accepts the assignment of the Agreement and must include entity name, address, contact person, contact information, payee name and tax ID, payee address and notices contact name, address and contact information, at minimum) ("Assignment Agreement"), establishing Assignee as Owner for the Property so conveyed. Except as set forth in the Assignment Agreement, Owner and AT&T shall be relieved of any further responsibilities to one another under this Agreement arising after the effective date of the Assignment Agreement. AT&T will have the right to assign or transfer this Agreement to any present or future affiliate, subsidiary, parent corporation, or to any person or entity in connection with the sale of all or substantially all of AT&T's business or assets.

14. **Confidential Information:** The Parties shall hold this Agreement and its content and related information marked as "confidential" (including, but not limited to, any payment arrangements, customer lists and Property acquisition) ("Information"), shall protect it just as it would protect its own confidential information, and shall not disclose Information except to employees, affiliates, or third parties with related fiduciary obligations to either Party and having a need to know for purposes of performance under this Agreement, except as otherwise required under the California Public Records Act (CA. Government Code Section 6250 et seq. If Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Information may be disclosed pursuant to such requirement so long as the Party being required to disclose the Information, to the extent possible, provides the other Party with timely prior written notice of such requirement. Such obligation excludes Information which is (i) previously known by such Party without an obligation of confidentiality other than under this Agreement, (ii) publicly disclosed by the furnishing Party either prior to or subsequent to a Party's receipt of such Information from the furnishing Party or is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (iii) rightfully received from a third party, (iv) independently developed without use of the disclosing Party's Information, or (v) disclosed without similar restrictions to a third party by the Party owning the Information. The obligations in this paragraph continue for two (2) years after the Term of this Agreement.

15. **Force Majeure:** No Party shall be held liable for any reasonable delay or failure in performance of any part of the Agreement because of any cause or circumstances beyond its reasonable control such as, but not limited to, acts of God, explosion, fire, power failure, strikes, epidemics/pandemics, newly enacted laws or regulations, and reallocation of resources resulting from such Force Majeure condition or any other cause arising without its actual fault collectively ("Force Majeure Conditions").

16. **Hazardous Substances:** Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances introduced by that Party, or in the case of the Owner, existing and introduced by either the Owner or a predecessor owner of the Property, to the affected work location and will perform such activities in accordance with Applicable Law. "Hazardous Substances" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. Owner will be responsible for notifying AT&T and its contractors of all areas containing pre-existing asbestos, lead paint, and/or other Hazardous Substances pursuant to the requirements of the Notices provision of this Agreement. AT&T and its contractors are trained to recognize and prevent exposure to Hazardous Substances and will follow OSHA and EPA standards in its practices. In the event that AT&T or its contractors identify Hazardous Substances at the Property during the installation of the AT&T Facilities and/or system at the Property, AT&T will notify Owner of such discovery and will withdraw from the Property until Owner has removed the Hazardous Substances to which AT&T employees or its contractors could be exposed. If Owner thereafter refuses or fails to commence removal of such Hazardous

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Substances within ninety (90) days, completing such removal within one hundred and eighty (180) days, then this Agreement will be deemed terminated, and Owner will reimburse all build out costs (labor and materials) incurred by AT&T up to the date AT&T provided notice of discovery of such Hazardous Substances to the Owner.

**17. Governing Law and Regulatory Changes:** The validity, construction, and enforceability of this Agreement, as well as any causes of action relating to contractual interpretations or arising out of the performance of this Agreement, whether sounding in contract or tort, shall be governed in all respects by the laws of the state in which the Property is located.

**18. Indemnification:** Subject to Section 19, each Party agrees to indemnify, defend, and hold harmless the other Party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees) from and against any and all liability, loss, damage, claim or expense (including attorneys' fees and court costs), incurred by the other in connection with any third party claim, demand, or suit for damages, injunction or other relief only to the extent it is either caused by or results from (a) the negligence, gross negligence or intentional misconduct of the indemnifying Party (including any of its agents or subcontractors); (b) noncompliance with the Laws; or (c) any actual or alleged infringement of any third party's United States patent, trade secrets, trademark, copyright, or other intellectual property rights by the indemnifying Party. The indemnified Party agrees to provide the indemnifying Party with sufficient notice of any claim, to inform the indemnifying Party of any subsequent written communication regarding the claim, and to fully cooperate with the indemnifying Party in defense of the claim.

**19. LIMITATION OF LIABILITY:** (i) AT&T SHALL NOT BE LIABLE TO OWNER OR ANY THIRD PARTY FOR INTERRUPTION OF THE AT&T SERVICES FROM ANY CAUSE. AT&T'S LIABILITY, IF ANY, TO RESIDENTS WILL BE GOVERNED BY THE APPLICABLE AGREEMENTS AND ACCEPTABLE USE POLICIES IN PLACE WITH THE RESIDENTS. (ii) NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR CONTRACT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM, OR A DEFECT OF EQUIPMENT PROVIDED HEREUNDER, REGARDLESS OF THE FORESEEABILITY THEREOF.

**20. DISCLAIMER OF WARRANTIES:** NEITHER PARTY MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, TO THE OTHER PARTY EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND ANY OF THEIR EXHIBITS. WITHOUT LIMITING THE FOREGOING, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES ARISING FROM TRADE, CUSTOM, OR USAGE, HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. NO WARRANTIES OF "NON-INFRINGEMENT" HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. THE WARRANTIES, IF ANY, DESCRIBED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, STATUTORY, OR IMPLIED) AND ALL WARRANTIES, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, ARE HEREBY RELEASED AND WAIVED BY BOTH PARTIES HERETO.

**21. Independent Contractor:** Each Party will conduct its business at its own initiative, responsibility, and expense. Individuals employed by each Party are not employees of the other(s).

**22. Non-Waiver:** No course of dealing or failure by a Party to enforce any term, right or condition hereunder will be construed as a waiver of such term, right or condition.

**23. Notices and Payments:** Delivery of all notices, demands and invoices for payments required, shall be sent to the addresses of the Parties set forth in Exhibit A. A notice shall be duly given when made in writing and sent either by: 1) facsimile with confirmation, 2) delivered by a nationally recognized courier service with proof of delivery or 3) sent by postage prepaid certified mail, return receipt requested.

**24. Compliance with Laws and Regulations:** This Agreement is subject to and the Parties agree to comply with all applicable laws, rules, regulations, codes and requisite approvals, or tariffs promulgated by a government entity or agency, if any (collectively "Laws") in their performance under the Agreement. If any conflict exists, between this Agreement and such Laws ("Conflict") during the Term of this Agreement, the Laws shall control, and this Agreement shall be deemed modified accordingly and confirmed via amendment. The affected Party shall notify the other Party of any Conflict in writing, and such other Party agrees to cooperate with the affected Party in resolving any Conflict, including amending this Agreement to eliminate such Conflict. Should such resolution materially alter the financial benefits, administrative requirements, or legal obligations of either Party, the sole remedy of such Party, shall be to terminate this Agreement with respect to the unresolved AT&T Service(s) in Conflict, without additional liability.

**25. Severability:** If any provision of this Agreement is held to be illegal, invalid or unenforceable, this Agreement and all other provisions will remain in effect, unless the illegal, invalid or unenforceable provision goes to the essence of this Agreement. The Parties shall act in good faith to renegotiate such illegal, invalid or unenforceable provision to as closely reflect the original intent of the Parties as possible without changing the essence of this Agreement.

**26. Termination/Default:** In the event a Party defaults on its material obligations under this Agreement and the default remains uncured for thirty (30) days after the non-defaulting Party gives written notice to the defaulting Party specifying the default, then in addition to all other rights and remedies available at law or in equity under this Agreement, the non-defaulting Party may, but is not obligated to, terminate this Agreement. Notwithstanding the above, either Party may terminate this Agreement immediately upon giving written notice to the other Party and shall be entitled to remedies for any resulting damages if (i) the other Party makes an assignment for the benefit of creditors or files a petition for reorganization; (ii) a petition in bankruptcy is filed by or against the other Party; (iii) for any breach of this Agreement by the other Party that negatively affects the non-defaulting Party's reputation, including but not limited to illegal, fraudulent or unethical behavior.

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**27. Survival of Obligations:** Each Party's obligations under the Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive such termination or expiration.

**28. Publicity/Trademark Licenses:** Neither Party may use the other Party's, name, trademarks, trade names or the name of any affiliate or subsidiary of the other, or use any photographs, personnel, or assets, all collectively referred to herein as the "Mark(s)", in press releases or advertising, without the other Party's prior written consent.

**29. Representations and Warranties:** Owner represents and warrants that as of the date the Property is included in this Agreement (i) Owner is the record owner of fee simple title to the Property or controls the Property; (ii) to the actual knowledge of Owner no existing agreement, easement, instrument, mortgage, encumbrance, or any other document or grant or restriction of rights prohibits or in any way conflicts with Owner's ability to enter into, grant the rights to AT&T, and perform the obligations required under this Agreement or in any way prohibits Owner from entering into these obligations; (iii) Owner's entry into and performance of this Agreement will not cause any default or breach under any of the foregoing; and (iv) Owner agrees that it will not hereafter enter into any agreement that would have the effect of interfering with either Party's rights hereunder.

**30. Dispute Resolution:** In the event of any dispute, claim, or controversy arising out of or related to this Agreement or breach thereof, prior to initiating any judicial action regarding such dispute, claim, or controversy, the Parties shall use commercially reasonable efforts to settle such disputes, claims, or controversies by consulting and negotiating with each other in good faith and shall attempt to reach a just and equitable solution satisfactory to both Parties for a period of sixty (60) days following written notice of such dispute, claim, or controversy. If the Parties do not reach a resolution within such sixty (60) day time period, then the dispute, claim, or controversy may be decided by either (i) a court of competent jurisdiction or (ii) if and only if mutually agreed to by the Parties, arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association for expedited arbitrations. Regardless of whether the matter is resolved by arbitration or trial, each Party shall bear its own costs, attorneys' fees, and disbursements, regardless of which Party prevails.

**31. Construction:** The Parties are deemed to have participated in the drafting and negotiation of this Agreement after having the opportunity to consult with their respective counsel of their own choosing. Therefore, the language of this Agreement shall not be presumptively construed either in favor of, or against, any Party.

**32. No Third Party Beneficiaries:** Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person.

**33. Non-exclusive Access:** Nothing in this Agreement is intended to, nor shall it be construed to, preclude any Resident from electing to receive services from another provider, nor restrict Owner from allowing another provider to place its facilities at the Property. This Agreement shall not constitute an exclusive services facilities Agreement. Notwithstanding anything to the contrary contained herein, AT&T acknowledges that Owner may enter into non-bulk (as defined in Section 8 above) agreements with other service providers for services similar to the AT&T Services that are the subject of this Agreement.

**34. Independent Liability:** AT&T and its Affiliates shall not be jointly liable under this Agreement, each AT&T entity being independently and individually liable only for its own acts hereunder.

**35. Non-Liability of Owner Officials and Employees:** No Member, official employee or consultant of Owner shall be personally liable to AT&T, or any successor in interest, in the event of a default or breach by Owner or for any amount which may become due to AT&T or to its successor, or on any obligation under the terms of this agreement.

**\*\*SIGNATURE PAGE FOLLOWS\*\***

THE PARTIES SHALL EXECUTE THIS AGREEMENT IN THE FOLLOWING MANNER: OWNER SHALL EXECUTE AND RETURN THE AGREEMENT TO AT&T ON OR BEFORE APRIL 30, 2021 AFTER WHICH AT&T SHALL COUNTERSIGN. IF OWNER FAILS TO MEET THE DEADLINE FOR EXECUTION, AT&T MAY EITHER COUNTERSIGN OR TREAT THE OFFER AS WITHDRAWN.

OWNER'S SIGNATURE BELOW OR AUTHORIZED ELECTRONIC SIGNATURE ACKNOWLEDGES THAT OWNER HAS READ AND UNDERSTANDS EACH OF THE PROVISIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

**SO AGREED:**

**Constitution and Eagle LP**

a California limited partnership  
(Owner)

By: Rosefield LLC,  
a California limited liability company,  
its managing general partner

By: Island City Development,  
a California nonprofit public benefit corporation,  
its sole member

**AT&T Services, Inc.,**

a Delaware corporation  
(AT&T)

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name: Janet Basta

Title: Treasurer & Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name: Tom Bennett

Title: Senior Customer Contracts Manager

Date: \_\_\_\_\_

**EXHIBIT A****PROPERTY DESCRIPTION**

<b>Property Owner:</b>
<b>Constitution and Eagle LP</b> Attention: Janet Basta 701 Atlantic Avenue Alameda, California 94501 Telephone: (510) 747-4300 Email: jbast@alamedahsg.org

Property Name	Leasing Office Address	Number of Units
Rosefield Apartments	727 Buena Vista Ave Alameda, California 94501	78

**LEGAL NOTICE ADDRESSES**

To Owner:	To AT&T:
<b>Constitution and Eagle LP</b> Attention: Janet Basta 701 Atlantic Avenue Alameda, California 94501 Telephone: (510) 747-4300 Email: jbast@alamedahsg.org	<b>AT&amp;T Connected Communities</b> Attention: Contract Management 208 S. Akard Street, 8th Floor Dallas, Texas 75202 Facsimile: 214-486-8170

\*not an official delivery method under this Agreement

**PROPERTY ADDRESS FORM**

**ALL PROPERTY ADDRESS FORMS SHALL BE SUBMITTED ON AN EXCEL FORM TO AT&T. THE FORM MAY BE REQUESTED FROM AND THE COMPLETED FORMS SUBMITTED TO THE FOLLOWING EMAIL ADDRESS: [acc.west@att.com](mailto:acc.west@att.com)**

**EXHIBIT B****DEMARICATION POINTS**

1. **Demarcation Point(s).** The demarcation point location(s) selected by the Owner is:

- ☒ Within each Unit at the Property
- ☐ A common location in each building at the Property from which all Units in such building can be served
- ☐ More than one common location in each building or on the Property, each of which serves multiple Units
- ☐ A common location at the Property from which all Units of the Property can be served (MPOE)





## Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Senior Management Analyst

Date: April 21, 2021

RE: Accept update on Submitting Application for MTW Cohort #3

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### **BACKGROUND**

The Department of Housing and Urban Development (HUD) issued PIH Notices 2021-03 and 2021-04 with subjects of *Request for Applications under the Moving to Work Demonstration Program for Fiscal Year 2021: COHORT #3 – Work Requirements* and *Request for Applications under the Moving to Work Demonstration Program for Fiscal Year 2021: COHORT #4 – Landlord Incentives* respectively. These notices open an application period (closing August 8, 2021) that allows the Housing Authority of the City of Alameda (AHA) to apply to the MTW program.

First, what is MTW? Moving to Work (MTW) is a demonstration program for public housing authorities (PHAs) that provides them the opportunity to design and test innovative, locally designed strategies that use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families. MTW allows PHAs exemptions from many existing voucher rules and provides funding flexibility with how PHAs use their Federal funds. More information on the MTW program can be found online at [www.hud.gov/mtw](http://www.hud.gov/mtw).

### **DISCUSSION**

On March 3, 2021, letters were sent to all participants in the Housing Choice Voucher and Project-Based Voucher programs informing them of the AHA's intention to apply for these two cohorts. Two e-mails and two phone calls were received from participants expressing their concern about the Work Requirement Cohort and whether the household would be required to participate in mandatory work requirements. The households all stated that they did not want to participate. On April 8, 2021, two public meetings were held for Cohorts #3 and #4. One member of the public attended the meeting for Cohort #4, but wanted to discuss Cohort #3. Two members of the public attended the meeting for Cohort #3 and one made comments. Both individuals who spoke during the April 8, 2021 public meetings wanted to verify that the mandatory work requirements would not apply to them.

The PIH Notice includes categories of families that are mandatory exclusions from participation in the work requirement program under this cohort. All households whose head/co-head is elderly/disabled would not be eligible for inclusion in the program. In addition, all individuals who are elderly or disabled would be excluded. Also, HUD excludes all families participating in



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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special programs such as NED, VASH, FUP, Mainstream, FSS, Mod Rehab, and Shelter Plus Care.

Data was drawn down from Yardi that indicated that only 721 individuals in 394 families would be eligible for participation in the program. Of these, half would be put into a control group while the other half would be required to participate in the work requirement program.

Of the 394 families that meet the general definition by not being a mandatorily excluded family, 234 of those families have minor children in the household and 100 of those families have children under the age of 6 in the household. These 100 families would find it very difficult to comply with work requirements without paying for child care, so most would probably be excluded under a hardship request. That leaves less than 300 families eligible for the program, so only about 150 families would be allocated to the work requirement program.

As AHA does not have traditional Public Housing, the only funds that can be used for fungibility are the Housing Assistance Payments (HAP) and Administrative Fees. The AHA is running a known deficit for the Administrative Fees, and monies are given to the Housing Programs Department annually to allow the program to continue. The AHA has entered Shortfall in both 2019 and 2020 because HUD projected it would not have enough HAP funds to cover payments to landlords for the year. In both cases, Shortfall was brief and the AHA ended the year with reserves, but not large reserves. In order to participate in Cohort #3, the AHA would need to track whether families are meeting the work requirements and implement penalties for families not participating. This is an added burden on staff with no additional funds available to expand staff.

Cohort #4 is to implement Landlord Incentives. This Cohort will require less staff time as it will be overseen by the Housing Specialist III only as the landlord representative to staff and staff would not need to track individual participants to ensure compliance with work requirements.

Based on the following, staff recommends that the AHA not apply to Cohort #3, but use its resources to submit an application for Cohort #4 (Landlord Incentives):

- The negative feedback received from participants to this Cohort.
- The extra work that would be required by staff to track work requirements and hardship exemptions without the funding for more staff.
- The low number of households that would ultimately be eligible for inclusion in this Cohort.

## **FINANCIAL IMPACT**

None at this time as the AHA is only discussing the submission of an application, and submission of that application does not guarantee admittance to the program.

## **RECOMMENDATION**

Accept update on Submitting Application for MTW Cohort #3.

Respectfully submitted,

DocuSigned by:

*Tonya Schuler - Cummins*

89411A51346D497...

Tonya Schuler-Cummins  
Senior Management Analyst





## Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Richard Yoshida, Project Manager

Date: April 21, 2021

RE: Accept the 2800 Fifth Street BMR Purchase of Eighteen Units Update Report; Approve Resolution for up to a \$3,500,000 Loan from AHA to AAHC; and Authorize the President or Designee to Execute the Loan Documents

---

### **BACKGROUND**

Pulte Home Company, LLC has been working with the Planning Board on approval of the development plan for 357 residential units. Of these, there are 11 units very low-income and 7 units low-income set aside as part of the Inclusionary Housing Requirements. The sale price of the home is set according to the very low or low-income affordability level. The estimated sale price (2 Bedroom) of the very low units is \$134,606 and the estimated price of the low units is \$234,867. At a total of \$3,500,000 (including a 12% contingency), the average per unit investment of \$194,444 is very reasonable if compared to AHA investment in other properties under development. The return on investment will be secure whether the units are rented or resold. This is a significantly lower cost than if the AHA were to construct the units, and the homes will be available to occupy earlier than units that are built through the tax credit program or that could be self-built. The very low and low-income units will be phased in and available over the next 1-4 years. Once purchased, AHA will standardize the units and rent to income-qualified tenants. The home can be sold by AHA at any time to an income eligible buyer who would be subject to all BMR program guidelines.

### **DISCUSSION**

On 12/16/2020, the Board authorized the Executive Director to purchase 18 BMR units at 2800 Fifth Street for a Total Cost Not to Exceed \$3,500,000.

Staff has had ongoing discussions with Pulte representatives on these 18 units and determined that finishes (flooring and appliances) will need changes to better fit AHA standard amenities. Estimated total cost will be \$180,000 and is still within the total estimated loan amount. This cost will be separate from the initial purchase pricing. Staff will determine if the work will be done in-house (preferred) or by a third party. Pricing is not yet fully determined, but staff feels it will remain within the loan amount.

The first units are expected to become available in summer 2021.



Honorable Chair and  
Members of the Board of Commissioners

April 21, 2021  
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This request documents that the AHA affiliate, Alameda Affordable Housing Corporation (AAHC) will be the owner and operator of these properties. It is AHA's system to have AAHC own and operate stabilized properties. AAHC will engage with property management (either in-house or 3rd party) to operate and lease up the homes. Since AAHC has limited liquid assets, AHA will lend the required funds for the purchase. It is not expected that any ongoing operating funds will be needed.

These homes will be restricted at very-low and low income levels by the City of Alameda as part of this transaction. It is anticipated that the AHA may also place an affordability restriction at low (80% AMI) levels as well.

### **FINANCIAL IMPACT**

In total, the Board approved up to \$3,500,000 for costs associated with the purchase.

There is no change in the funds requested. Loan documents will be created to document the loan to AAHC. In the future, it is possible that AAHC will refinance the properties and repay AHA, but that action will be brought to the Board for further consideration. Until repaid, the AHA loan will accrue simple interest at 3% and require an annual payment equivalent to 75% of residual receipts from operating the properties.

### **RECOMMENDATION**

Accept the 2800 Fifth Street BMR Purchase of Eighteen Units Update Report; Approve Resolution for up to a \$3,500,000 Loan from AHA to AAHC; and Authorize the President or Designee to Execute the Loan Documents.

Respectfully submitted,

DocuSigned by:  
  
42DD25092BC844B...  
Richard Yoshida  
Project Manager

Attachment(s):

1. Draft Resolution –Loan to AAHC on behalf of purchases at 2800 Fifth Street.

## Attachment 1

## HOUSING AUTHORITY OF THE CITY OF ALAMEDA

## Resolution No. \_\_\_\_

**THE HOUSING AUTHORITY'S LOAN TO ALAMEDA AFFORDABLE HOUSING  
CORPORATION FOR THE PURCHASE OF EIGHTEEN BELOW MARKET RENT UNITS AT  
2800 FIFTH STREET**

WHEREAS, the Housing Authority has the option and right to purchase any one or more of the 18 Low and Very-Low Income Affordable Units at the 2800 Fifth Street Residential Project; and

WHEREAS, the Housing Authority has the right to assign the Authority's Purchase Option to its non-profit affiliates; and

WHEREAS, the Alameda Affordable Housing Corporation ("AAHC") was formed as a public benefit corporation established to operate exclusively to support the Housing Authority of the City of Alameda ("AHA");

WHEREAS, AAHC is authorized to do business in the State of California and is empowered to provide, own, and operate housing targeted to low-income households,

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes the loan of funds in the amount of \$3,500,000 for the purchase of eighteen affordable units at 2800 Fifth Street, at 3% simple interest, with required annual repayments of 75% residual receipts until repaid in full; .

BE IT FURTHER RESOLVED, the Board hereby authorizes Vanessa Cooper, Executive Director, or her written designee are each separate, individually, and independently hereby authorized to execute a Recourse Promissory Note to cover the approved amount of \$3,500,000.

ATTEST:

\_\_\_\_\_  
Vanessa M. Cooper  
Secretary and Executive Director

\_\_\_\_\_  
Kenji Tamaoki, Chair  
Board of Commissioners

Adopted:

\_\_\_\_\_  
Date



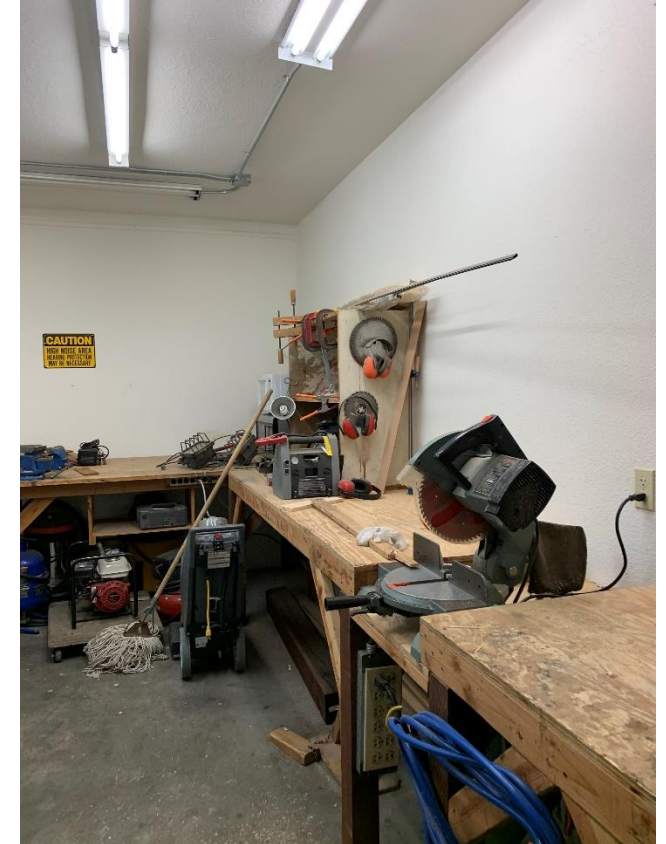
# MAINTENANCE BAY OFFICE CONVERSION

## FEASIBILITY STUDY



# OVERVIEW

- **Present Issue** - Additional office space is needed to relocate employees from cubicles due to COVID 19 and agency growth and to ensure all budgeted positions can be seated
- **Project Goal** – Explore the opportunity of reorganization and space reallocation of the Maintenance Bay to provide the needed additional office space



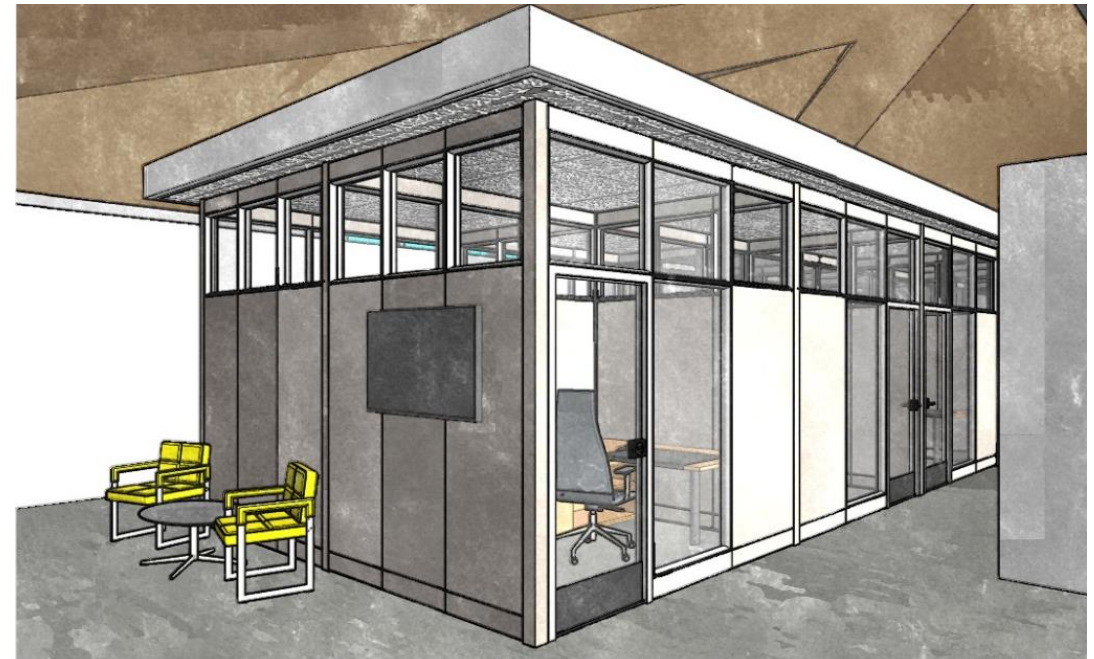


## PROGRAMMING

- Meeting with AHA Staff and Facilities & Maintenance Staff
- Determine goals, priorities and current and future needs
- Developed 3 Preliminary Options with the different program goals

## CONCEPTUAL DESIGN

- After the options were distributed for staff review and comment, DAHLIN incorporated all comments and refined the preferred option
- Impacts on building systems reviewed for selected preferred option
- Conceptual design cost estimate completed for selected preferred option
- Proposed options distributed for staff review and comment
- Final report compiled







# Parking

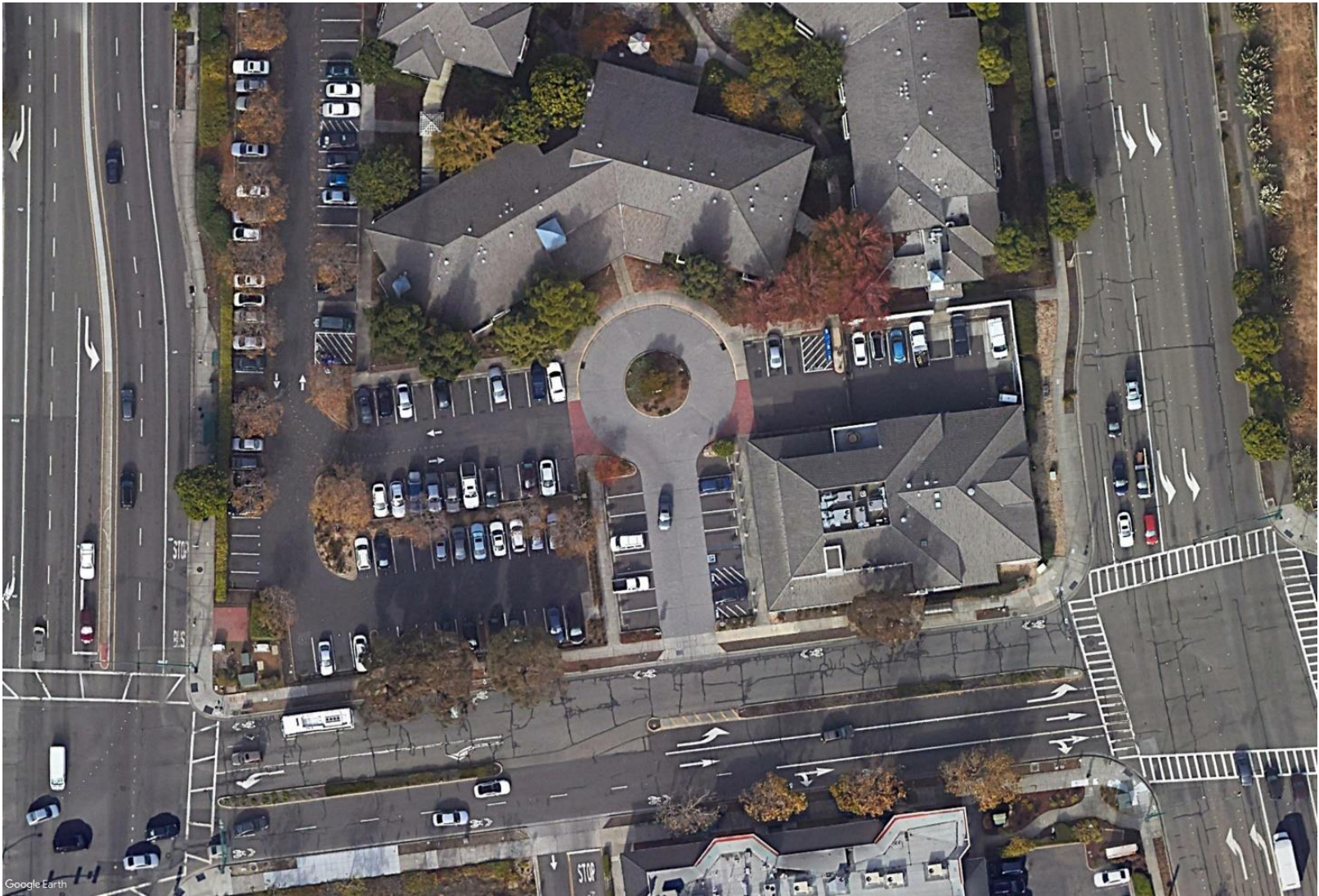
## STAFF

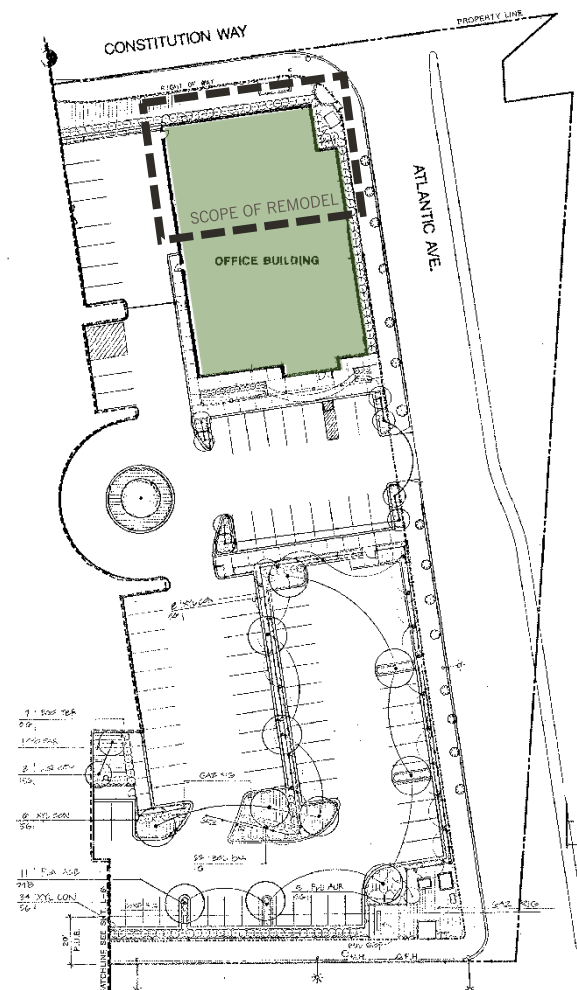
Current Staff at Atlantic Ave. Office Building	28
Additional Staff with Renovation	14
<b>Total</b>	<b>42</b>

## SITE PARKING

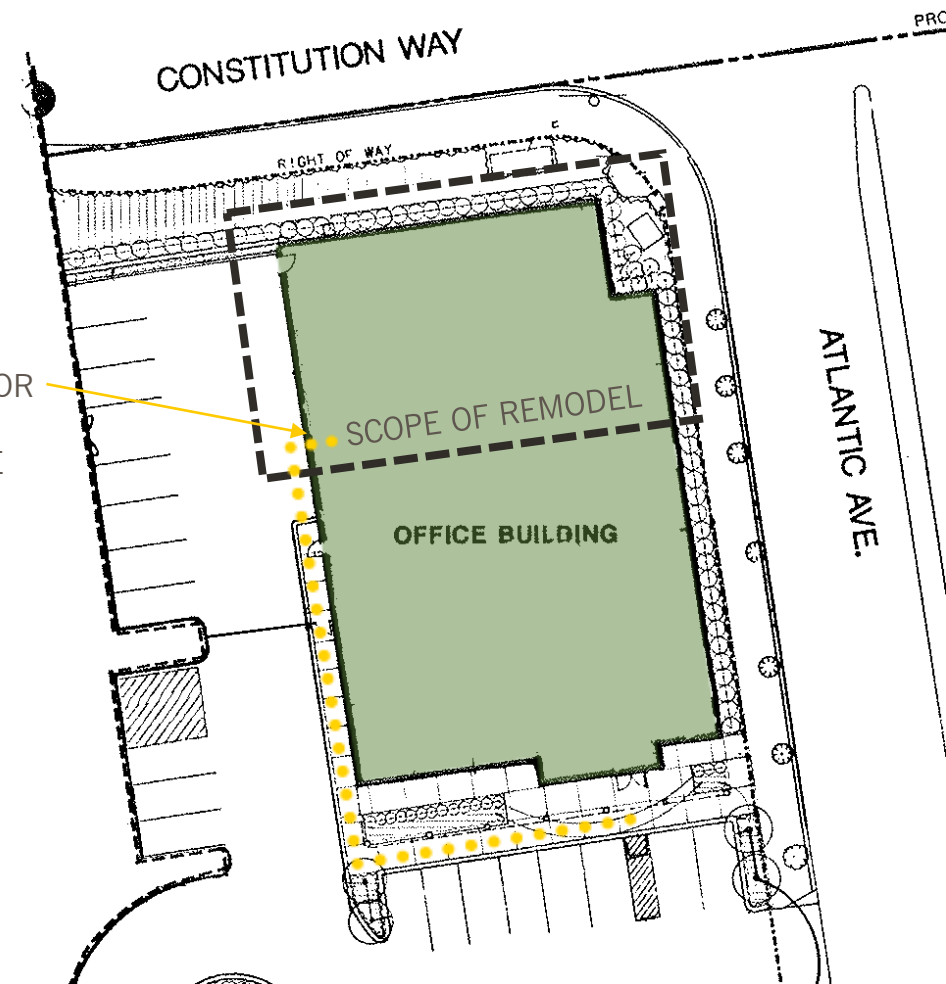
Secured Parking	37
Public Parking Area	7
<b>Total</b>	<b>44</b>

- Existing Staff Parking at Site – 44 spaces
- Additional parking one block away at Eagle Avenue office

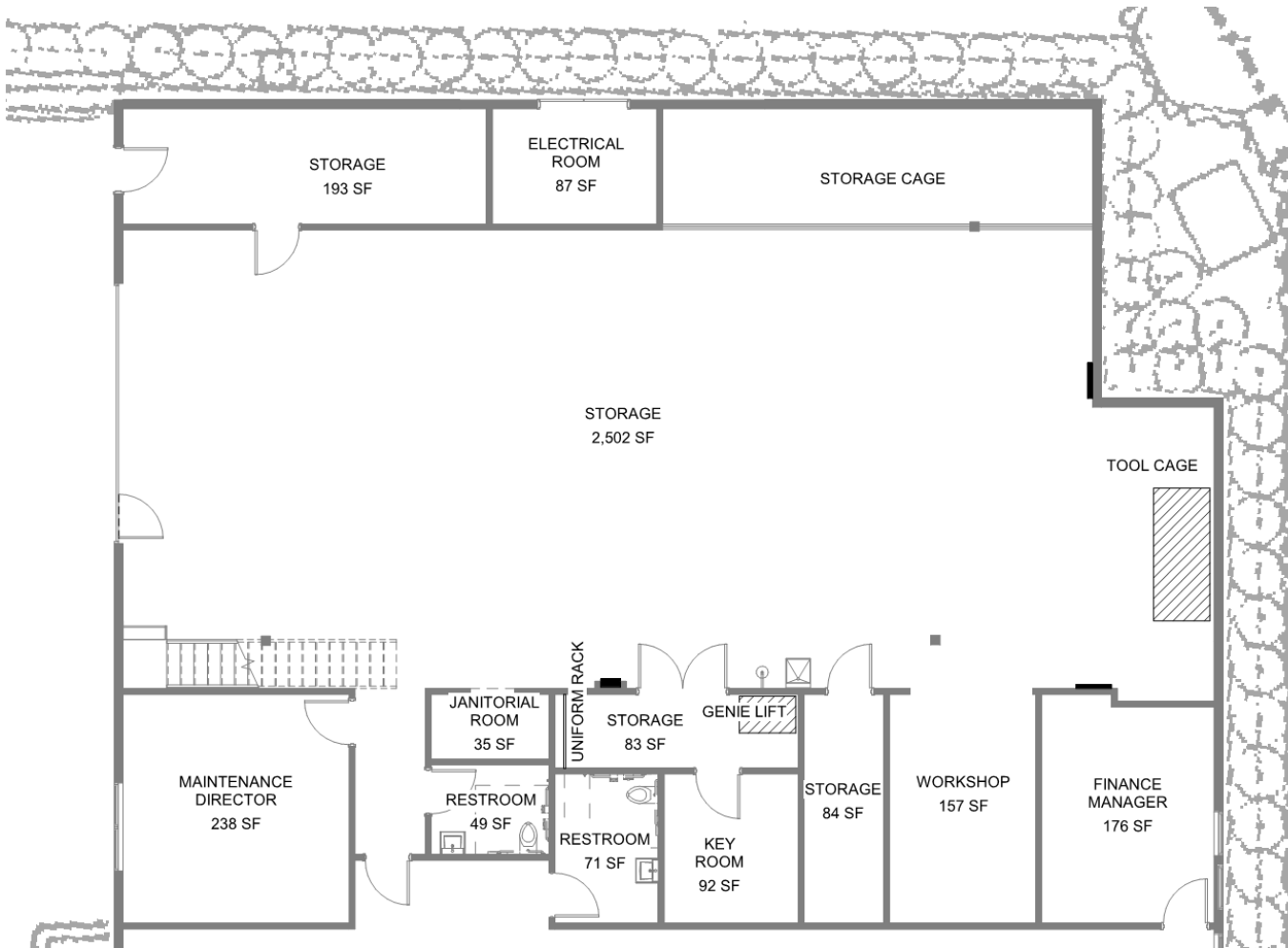




NEW DOOR FOR  
RENOVATED  
OFFICE SPACE



# Existing Plan



EXISTING PLAN	
Room Name	Area
ELECTRICAL ROOM	87 SF
FINANCE MANAGER	176 SF
JANITORIAL ROOM	35 SF
KEY ROOM	92 SF
MAINTENANCE DIRECTOR	238 SF
RESTROOM	49 SF
RESTROOM	71 SF
STORAGE	193 SF
STORAGE	84 SF
STORAGE	83 SF
STORAGE	2,502 SF
WORKSHOP	157 SF

## PRIORITIES

- Look at options to eliminate or relocate workshop
- Address noise concern at Finance Manager office
- Utilize natural light when possible
- Retain key room – must be secured
- Minimum 400 square feet of storage are required
- Identify location for printers
- Look at option for adding a conference room
- Add staff room

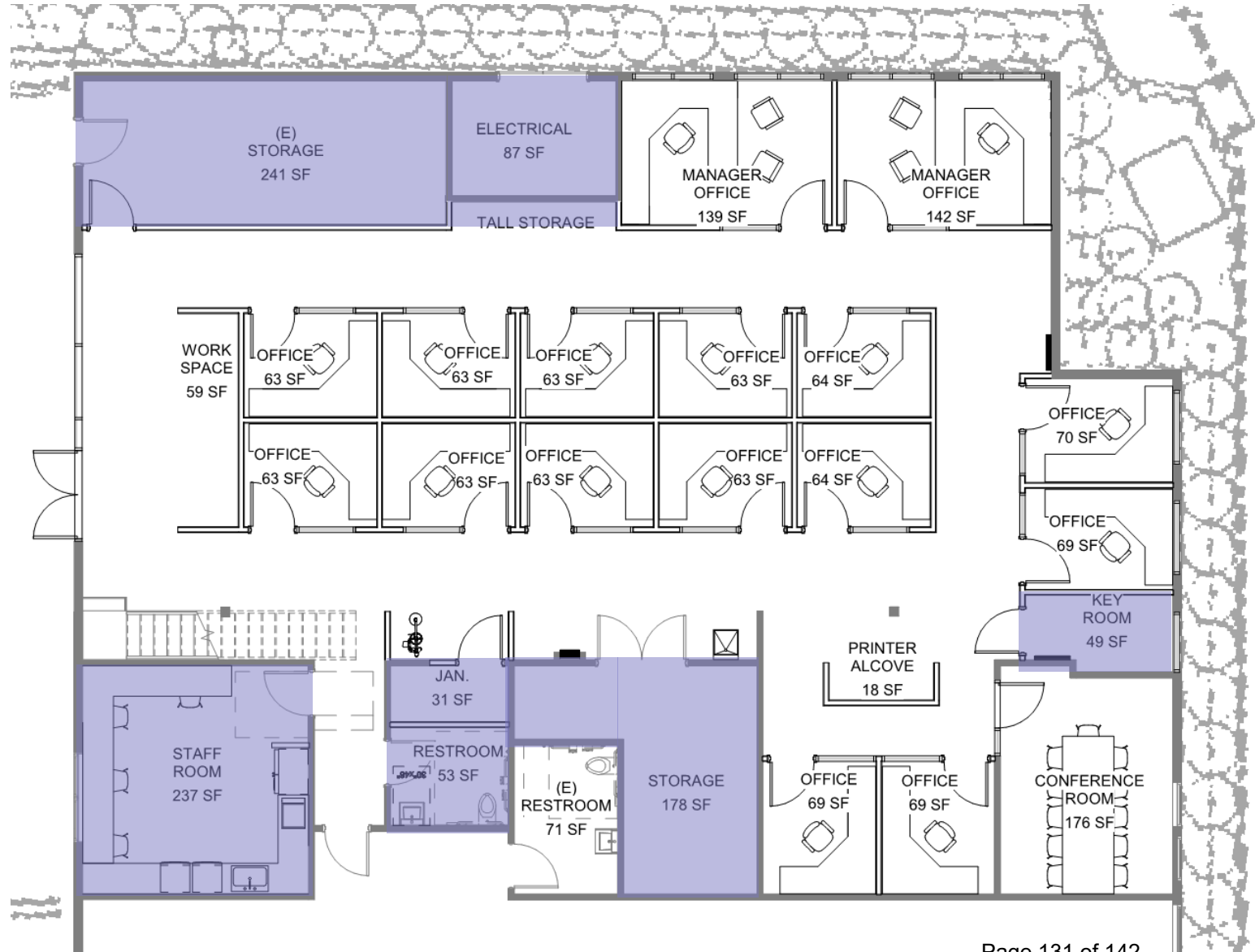


# 3 Preliminary Options

## OPTION 1

Eliminate workshop in order to maximize office space, reduce storage and accessory usage

- 14 Staff Offices
- 2 Manager Offices
- 420 SF Storage
- 460 SF Accessory Spaces



# 3 Preliminary Options

## OPTION 2

Retain space for workshop, balance storage and accessory usage with new offices

- 12 Staff Offices
- 2 Manager Offices
- 560 SF Storage
- 650 SF Accessory Spaces

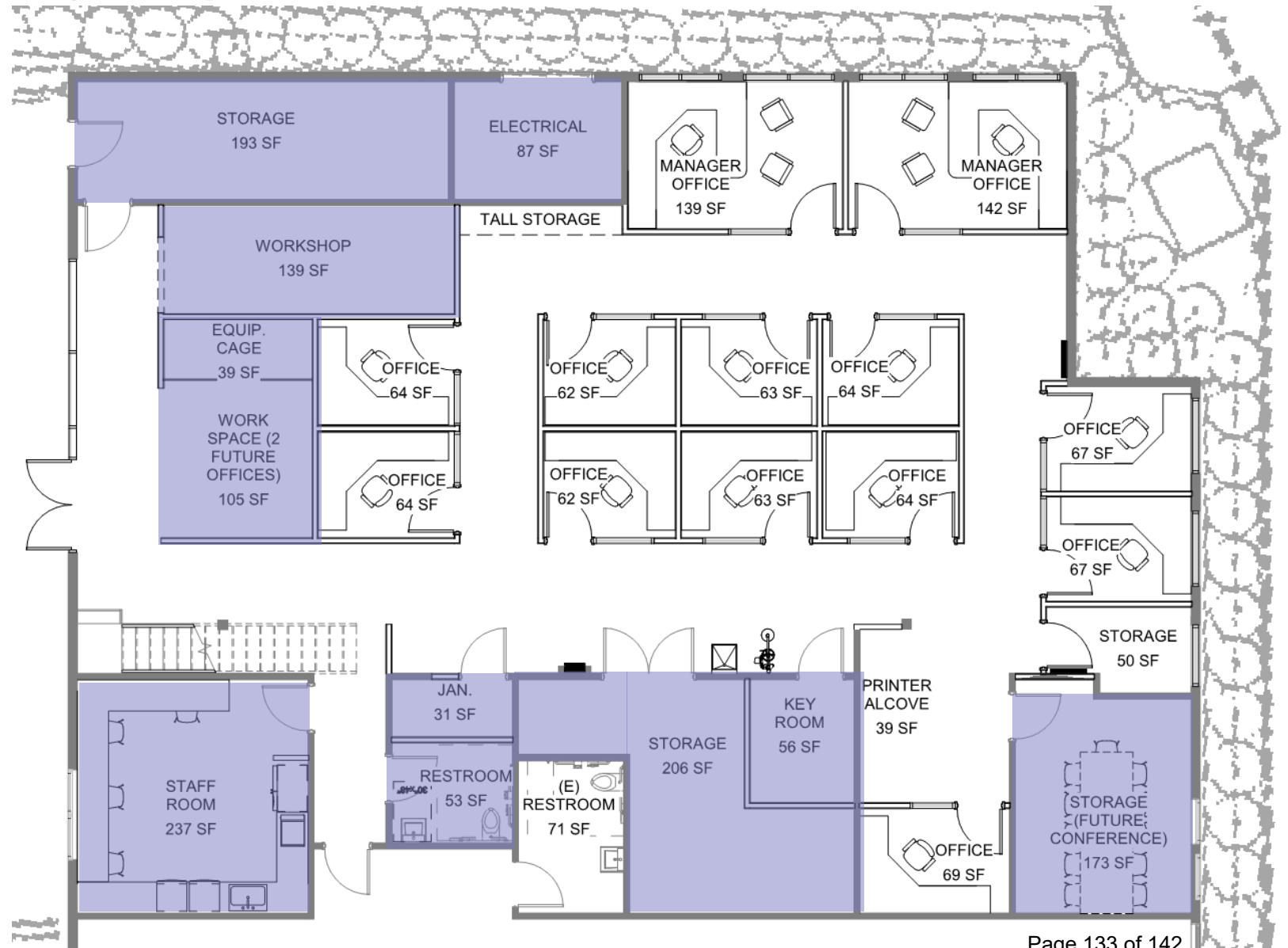


# 3 Preliminary Options

## OPTION 3

Maximize storage and accessory uses, option to convert storage to future office space, provide minimum required offices

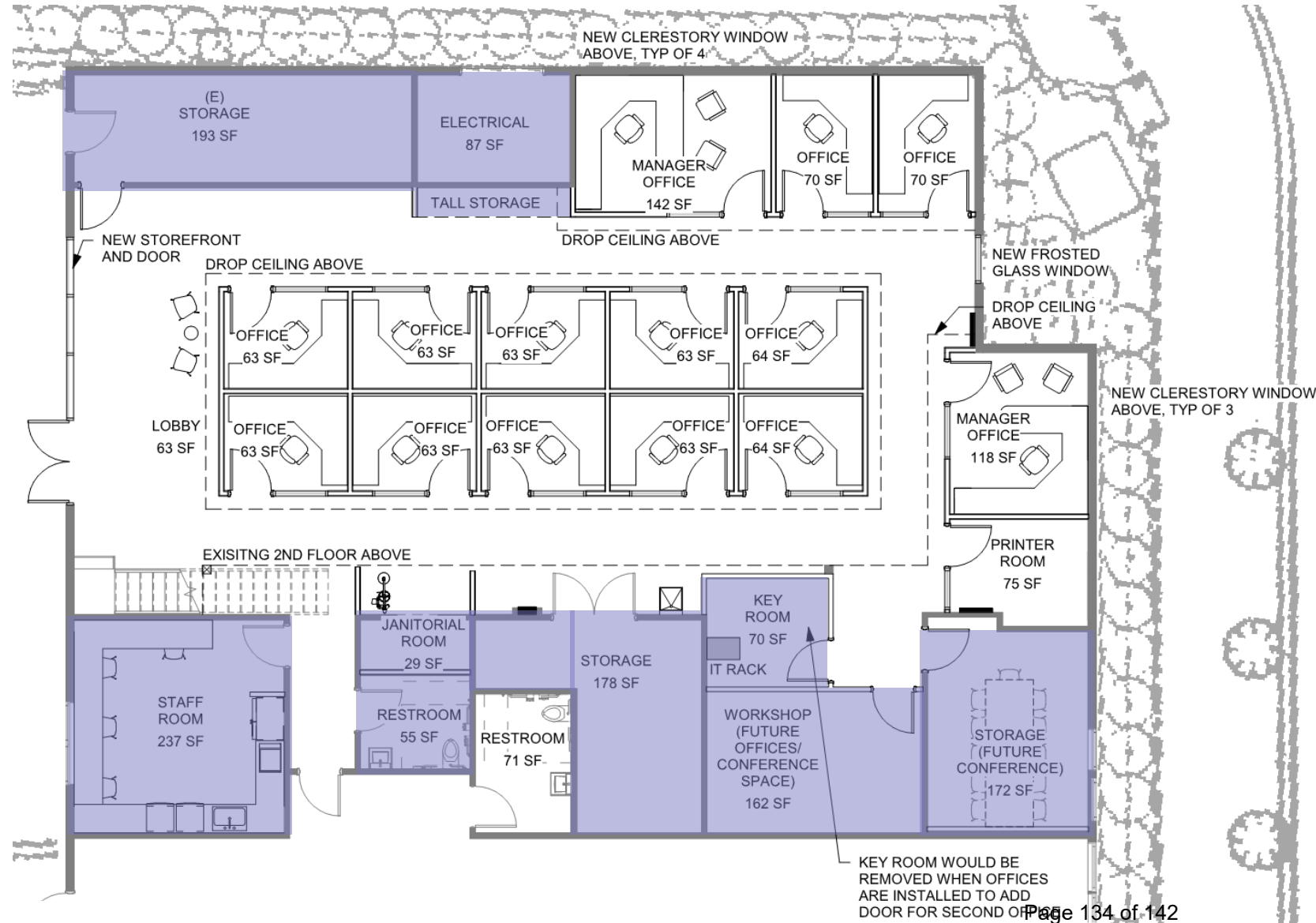
- 11 Staff Offices
- 2 Manager Offices
- 570 SF Storage
- 670 SF Accessory Spaces



# Preferred Option

## Selected Preferred Option

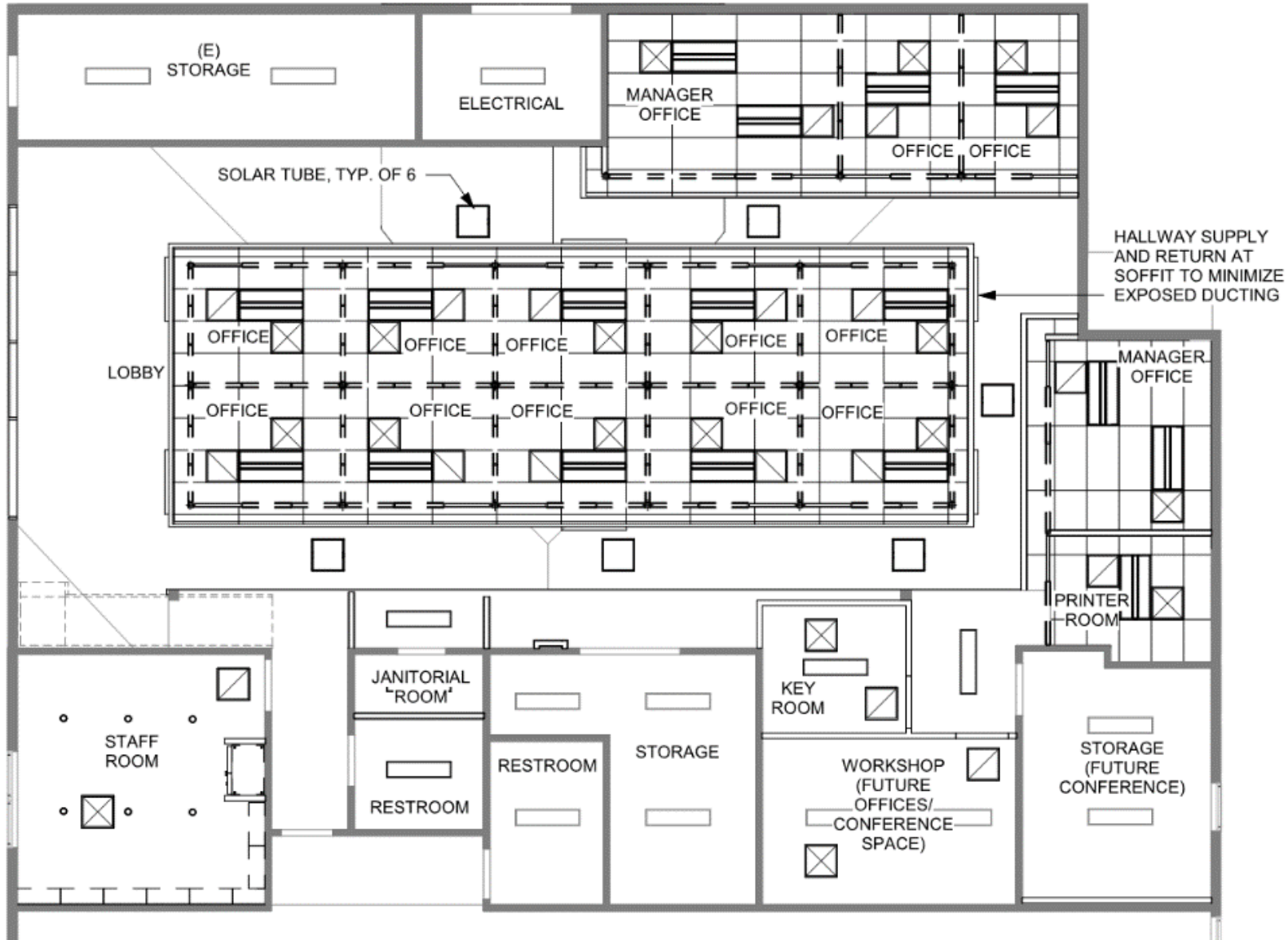
- Dedicated Lobby Space
- 11 Staff Offices
- 2 Manager Offices
- 570 SF Storage
- 650 SF Accessory Spaces
- Dedicated Printer Room





DAHLIN

# Preferred Option





# Building Systems

- **Structural:** The existing structure can support the new mechanical fan coil units which can be individually hung at each zone or placed at a central location on one catwalk.
- **Mechanical:** The HVAC system option recommended for the space is a split Variable Refrigerant Flow (VRF) heat pump system. This new system will require one outdoor heat pump located on the ground and multiple indoor fan coil units hung from the ceiling or located in a mechanical closet.
- **Electrical:** The main switchboard has capacity to provide power for the new spaces that will be added during the renovation. Two new 150 Amp panels will need to be added to serve the new spaces. One will be fed from the existing main switchboard, the other fed from the emergency generator.
- **Fire Sprinkler:** A Fire Protection Engineer will need to review the existing sprinkler system and determined how to relocate and add sprinkler heads to suite the requirements of the new layout.
- **IT:** An additional rack will need to be placed in the Maintenance Bay to provide service for the new workstations and support space.



# Cost

- Construction start date October, 2021, 6 month construction
- Assumes the adjacent office space will be occupied and some evening and weekend work may be required
- Includes allowances for IT, security, fire alarm, and relocation of the fire sprinkler heads. To review the detailed estimate, please see Appendix B.
- Existing Furniture will be reused - cost estimate does not include allowance for new office furniture



<i>CSI UniFormat Summary</i>	<i>4,000 SF</i>	<i>%</i>	<i>\$/SF</i>	<i>\$,000</i>
Foundations		0%	\$0.00	\$0
Superstructure		0%	\$0.00	\$0
Enclosure		4%	\$18.24	\$73
Roofing		1%	\$4.50	\$18
Interior Construction		15%	\$72.05	\$288
Stairs		0%	\$0.00	\$0
Interior Finishes		7%	\$35.92	\$144
Conveying		0%	\$0.00	\$0
Plumbing		0%	\$2.00	\$8
Heating, Ventilation, & Air Conditioning		10%	\$50.00	\$200
Fire Protection		1%	\$4.00	\$16
Electrical		15%	\$74.18	\$297
Equipment		1%	\$2.50	\$10
Furnishings		0%	\$0.00	\$0
Selective Building Demolition		2%	\$8.93	\$36
<b>Subtotal - Building Construction</b>		<b>55%</b>	<b>\$272.32</b>	<b>\$1,089</b>
Premium for overtime & shift hours, sound & debris mitigation and coordination with building occupants while the building is operational	15.00%	8%	\$40.85	\$163
Bonds & Insurance	3.50%	2%	\$10.96	\$44
General Conditions	20.00%	13%	\$64.82	\$259
Contractor's Overhead & Profit	5.00%	4%	\$19.45	\$78
<b>Subtotal</b>		<b>83%</b>	<b>\$408.40</b>	<b>\$1,634</b>
Contingency for Design Development	15.00%	12%	\$61.26	\$245
Cost Escalation (to midpoint of construction)	4.70%	4%	\$22.07	\$88
<b>TOTAL CONSTRUCTION BUDGET</b>		<b>100%</b>	<b>\$491.73</b>	<b>\$1,967</b>

# Cost – Furniture Wall Partitions

- Option to use furniture space dividing system in lieu of building traditional framed walls at the offices
- Provides flexibility and privacy but has a higher cost
- Cost impact for using furniture system is an increase of approximately \$120,000

<b>COST ESTIMATE SUBTOTAL</b>	<b>\$1,967,000</b>
Savings – reduction of framed walls, doors, interior storefront including mark-up	- \$330,000
Furniture System including mark-up	+ \$450,000
<b>Subtotal – Using Furniture System</b>	<b>\$2,087,000</b>



Example of Teknion Altos space diving furniture system  
<https://www.teknion.com/products/galleries/altos-gallery>

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## **ALAMEDA AFFORDABLE HOUSING CORPORATION**

701 Atlantic Avenue, Alameda, CA 94501

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To: Board of Directors

From: Richard Yoshida,  
Project Manager

Date: April 21, 2021

Re: Accept the Assignment of Purchase Rights and loan of \$3,500,000 for the purchase of BMR Homeownership Units from the Housing Authority of the City of Alameda and approve the Resolution Accepting a \$3,500,000 Loan

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### **BACKGROUND**

Under the City of Alameda's Inclusionary Housing Ordinance, market rate developers are required to build affordable homes (for rental or homeownership) and to encumber those units with an affordability covenant. When the Housing Authority of the City of Alameda (AHA) received the Housing Assets from the City upon dissolution of the redevelopment agency in 2012, it also assumed responsibility for monitoring and enforcing affordability covenants on housing developed pursuant to the Ordinance. Additionally, under the affordability covenant, AHA assumed the option to purchase the property following a notice of default.

### **DISCUSSION**

The Housing Authority intends to have AAHC serve as title holding corporation for AHA properties so that AHA maintains compliance with HUD guidance on all Housing Assistance Payment (HAP) contracts. See the prior real property transfer authorization Board report from February 21, 2018 for more details on this HUD guidance. Like all prior property transfers to AAHC, under the Inclusionary Housing affordability covenant, AHA will make a seller loan for the purchase of eighteen affordable units at 2800 Fifth Street. An affordability covenant has been recorded

### **FINANCIAL IMPACT**

The total purchase price is capped at the Affordable Sales price for the BMR unit, depending upon if it is designated a Very-Low, Low, or Moderate Income homeownership unit. Additional legal fees, title policy, recording costs, and escrow fees depend upon the size of the seller loan and the complexity of the transaction. The estimated cost and loan amount is \$3,500,000.





AAHC Board of Directors

April 21, 2021

Page 2 of 2

Acquisition funds for the purchase of BMR units would come from AHA unrestricted reserves, or other sources as available.

**RECOMMENDATION**

Accept the Assignment of Purchase Rights and loan of \$3,500,000 for the purchase of BMR Homeownership Units from the Housing Authority of the City of Alameda and approve the Resolution Accepting a \$3,500,000 Loan.

Respectfully submitted,

DocuSigned by:  
  
42DD25092BC844B...

Richard Yoshida  
Project Manager

**Attachment:**

1. Draft Resolution – Accepting the Housing Authority Loan For \$3,500,000 For The Purchase of BMR Homeownership Units from the Housing Authority of the City of Alameda and approve the Resolution Accepting a \$3,500,000 Loan



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## **ALAMEDA AFFORDABLE HOUSING CORPORATION**

701 Atlantic Avenue, Alameda, CA 94501

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### **Attachment 1**

## **ALAMEDA AFFORDABLE HOUSING CORPORATION**

# **Resolution No. 2021-xx**

At a duly constituted meeting of the Board of Directors (the “Board”) of Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation (the “Corporation”), held on April 21, 2021, the following resolutions were adopted:

**WHEREAS**, the Board of the Corporation deems it in the best interest of the Corporation to acquire eighteen units of affordable housing at 2800 Fifth Street (“the property”) and put it to use as low-income rental housing for the Alameda community;

**WHEREAS**, the Board of the Corporation deems it to be in the best interests of the Corporation to financing the acquisition of the property through a loan from the Housing Authority, secured by a recorded Deed of Trust at each Property;

**WHEREAS**, the Board of the Corporation deems it to be in the best interest of the Corporation to record an Affordable Housing Agreement against the property to restrict occupancy to low-income households for 20 years;

**WHEREAS**, the Board of the Corporation deems it to be in the best interests of the Corporation to execute and deliver, and to perform its obligations under, any and all documents or agreements necessary or advisable in furtherance of AAHC’s acquisition of the property from Pulte Home Company, LLC, including, but not limited to purchase agreement, grant deed and any other document required to transfer the fee interest in the property to AAHC, the Housing Authority loan documents and deed of trust, the Housing Authority Affordable Housing Agreement, and property management agreements, with

the advice counsel, deemed to be consistent with the resolutions contained herein (collectively, the “Property Transfer Documents”).

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby approves and authorizes the Corporation to enter into the Property Transfer Documents and such other agreements, certificates, contracts, documents, and instruments deemed necessary to assist in the transfer of the property and to complete all activities contemplated by this Resolution;

**BE IT FURTHER RESOLVED**, that the Board hereby approves soft financing for the improvements in the form of a Housing Authority Note and Deed of Trust for the property based on transaction costs outlined in the purchase agreement;

**BE IT FURTHER RESOLVED**, that the Board hereby authorizes the President or the Executive Director, or any designee of the foregoing, acting alone, to accept and execute the Property Transfer Documents subject to any minor conforming, technical or clarifying changes approved by the Executive Director or her designee and legal counsel. The President and Executive Director, or any designee of the foregoing, are hereby further authorized and directed to take such further actions and execute and record such documents as are necessary to accept and execute the Property Transfer Documents.

#### CERTIFICATE OF SECRETARY

I, Vanessa Cooper, hereby certify that I am the duly elected, qualified Secretary of Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation, organized and existing under the laws of the State of California, and the foregoing Authorizing Resolution was adopted at a duly constituted meeting of the Corporation held on this September 18, 2019.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Vanessa Cooper, Secretary