



**Housing
Authority of the City of Alameda**

PHONE (510) 747-4300
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701 Atlantic Avenue • Alameda, California 94501-2161

AGENDA **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**
DATE & TIME **Wednesday, August 18, 2021 - 6:00 PM**

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

Join Zoom Meeting:

<https://zoom.us/j/94439172029?pwd=dkIKOTRTSzQ3RIhHb1o3SIExamlDdz09>

Meeting ID: 944 3917 2029

Passcode: 446100

One tap mobile:

1-669-900-9128, 94439172029#, *446100# US (San Jose)

1-346-248-7799, 94439172029#, *446100# US (Houston)

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

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 and 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. 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
- 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, Sylvia Martinez, Director of Housing Development and Tony Weng, Senior Project Manager
 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
- 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 CALENDER
 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 July 21, 2021
- 8.B. Accept the Monthly Overview Report for Executive Department
- 8.C. Accept the Monthly Overview Report for the Housing Programs Department
- 8.D. Accept the Monthly Overview Report for the Alameda Rent Program
- 8.E. Accept the Monthly Overview Report for Property Operations
- 8.F. Accept the Monthly Overview Report for Housing Development
- 8.G. Accept the Monthly Development Report for North Housing



- 8.H. Accept the Monthly Development Report for Rosefield Village
- 8.I. Accept the Monthly Overview Report on Procurement
- 8.J. Accept the Fiscal Year to Date Financial Report through the Month of June 2021.
- 8.K. Accept the Quarterly Investment Report
- 8.L. Accept Quarterly Asset Management Report for Q2
- 8.M. Ratify a two-year Lease with two one-year extensions effective April 1, 2021 for approximately 2266 square feet of Office Space at South Shore Shopping Center
- 8.N. Approve IT Contract Renewal for Yardi Systems Inc. and ECS Imaging Inc.
- 8.O. Approve Amendment to the Administrative Plan by Adding Chapter 19 for Emergency Housing Vouchers (Amendment 2021-01)
- 8.P. Accept the monthly update on Emergency Housing Vouchers (EHV) and ratify the EHV Memorandum of Undersanding (MOU)
- 8.Q. Approve the License Agreement between the Housing Authority of the City of Alameda and Habitat for Humanity East Bay/Silicon Valley, Inc.; and authorize the Executive Director, or designee, to execute the License Agreement approved as to form by the Special Counsel
- 9. AGENDA
- 9.A. Adopt the Resolution to Approve Implementing Waiver 11(b) SEMAP from PIH Notice 2021-14 to Allow HUD to Carry Forward the Most Recent SEMAP Score on File
- 9.B. Adopt the Resolution to Revise the Employer's Contributions for Eligible Employees' Health and Dental/Vision Care, to Provide a Cost of Living Wage Increase for All Eligible Regular and Contract Resident Employees, and to Adopt the Corresponding Pay Schedule and Salary Schedule
- 9.C. Adopt Resolution Approving the Housing Authority of the City of Alameda's Desire To Obtain Moving to Work (MTW) Designation Under the Landlord Incentives Cohort of the MTW Expansion.
- 9.D. Accept Report on Cost Drivers of Affordable Housing
- 9.E. Provide Feedback on the 2021-2023 Communications and Outreach Plan
- 9.F. Elect a Chair and Vice Chair of the Board of Commissioners
- 10. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
- 11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
- 12. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
- 13. Announcement of Action Taken in Closed Session, if any.



14. 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
WEDNESDAY, JULY 21, 2021**

PLEDGE OF ALLEGIANCE

1. Regular Meeting of the Board of Commissioners

2. ROLL CALL - Board of Commissioners

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

Absent: Commissioner Hadid

3. Public Comment (Non-Agenda)

NONE.

4. 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.

*4-A. Approve Minutes of the Board of Commissioners Meeting held June 24, 2021

Items accepted or adopted are indicated by an asterisk.

Commissioner Sidelnikov moved to accept the Consent Calendar items and Commissioner Rickard 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 Kay
Commissioner Rickard, and Commissioner Sidelnikov

5. AGENDA

5-A. Discuss and Seek Feedback on Creation of a Local Housing Trust Fund

Sylvia Martinez, Director of Housing Development expressed gratitude for the work performed by AHA staff, Augustina Ullman, Intern, and Adrian Guerra, Special Counsel to the Housing Authority of the City of Alameda in completing the reports



related to the presentation that she provided which summarized Agenda items 5-A thru 5-C of the Board of Commissioners Meeting and 12-A thru 12-C of the Alameda Affordable Housing Corporation Meeting, all of which are related to the Alameda Housing Trust Fund. Ms. Martinez explained that the Local Housing Trust Fund (LHTF) program is funded by the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) and administered by the California Department of Housing and Community Development (HCD). The purpose of the LHTF Program is to provide matching funds to local and regional housing trust funds dedicated to the creation, rehabilitation, or preservation of affordable housing, transitional housing, and emergency shelters.

In response to Chair Tamaoki, Ms. Martinez explained that the LHTF must receive ongoing revenue for a minimum of 5 years and the minimum amount funded must be equal to the costs of administering the fund, approximately \$60K per year; it is being proposed that AHA provide these funds. This requirement was instituted by the State as a failsafe to ensure that the LHTF has enough money to operate, and if for some reason the State has to take over the administration of the LHTF they will also take over the assets.

In response to commissioner discussion regarding the minimum and proposed affordability levels for the local trust fund, Ms. Martinez explained that if the proposed affordability is approved, when applying for the LHTF, AAHC can indicated that these are the initial affordability levels for these specific projects and after a certain period the affordability levels will be amended to minimum those set forth by the State. Ms. Martinez and Adrian Guerra, Special Counsel to the Housing Authority of the City of Alameda indicated that there is nothing in the guidelines that precludes AAHC from using funds as recommended in the per project allocations/actions. Chair Tamaoki indicated that, since the Board has unilateral right to allocate the funds, his preference would be to indicate that the AAHC would meet the minimum affordability requirements as set by the State in its local guidelines for future projects.

Responding to the Board, Ms. Martinez stated that the analysis of past awards reflected that one point could make the difference in receiving the award. It is expected that the AAHC application will receive full points in all categories, except those of which it does not qualify, regional and/or existing housing trust funds. While last year there were many awards issued to those who submitted their application at the 2:1 match, it is expected that this year will be far more competitive, so applying at a 3:1 match gives AAHC a small advantage. Mr. Guerra indicated that, per Sect. 106, Sect. 6, if needed the tie-breaker determination is readiness. Ms. Martinez indicated that AAHC's application does meet 100% of the tie breaker.

In response to Vice-Chair Grob, Ms. Martinez indicated that the initial contribution made to the 92-unit Rosefield project, which is very comparable to the North Housing project, was \$7M and including the contribution made by Alameda Unified School District (AUSD), the actual local commitment was \$8.4M. This indicates that allocating \$10M to the North Housing project is reasonable and comparative to other projects funded by AHA. Vanessa Cooper, Executive Director stated that while North Housing is the top priority project, if it is decided that additional funds, beyond the recommendation be allocated, in order to gain additional points, it is suggested that



the Board consider leaving the proposed affordability at 80%, as generally housing authority funds have to be committed at 80% or below, so it would be difficult to go to 120% without possibly violating the Health and Safety code.

Chair Tamaoki stated that he prefers that the proposed funding terms be broken out in to exhibits when the guidelines are composed for the application submittal.

Following further discussion regarding the affordability and funding levels that should be used for this application, the Board directed staff to move forward with Option 6 for funding and amend the proposed affordability to meet the minimum requirements as set forth by the State.

In response to Mr. Guerra, Ms. Cooper confirmed that there were no public comments for this item.

- 5-B. Authorize the Executive Director to Negotiate and Approve a Five-Year Service Agreement between the Housing Authority and the AAHC, to Administer the Alameda Housing Trust Fund, if established
- 5-C. Adopt a Resolution to Grant funds to the Alameda Housing Trust Fund for purposes of the Fund, including overhead costs; Authorize the Executive Director, or her designee, to Execute a Contract to Grant Funds to the Alameda Housing Trust Fund

Vice-Chair Grob moved to Authorize the Executive Director to Negotiate and Approve a Five-Year Service Agreement between the Housing Authority and the AAHC, to Administer the Alameda Housing Trust Fund and Adopt a Resolution to Grant funds to the Alameda Housing Trust Fund, as set forth in Option 6 and to direct AAHC to modify the Affordability of the Guidelines to meet the minimum set forth by the State for future projects, rather than as proposed, and Commissioner Sidelnikov seconded the motion.

Yes	5	Chair Tamaoki, Vice-Chair Grob, Commissioner Kay Commissioner Rickard, and Commissioner Sidelnikov
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In response to Ms. Cooper, after confirming that there were no public comments and that Ms. Martinez presented both items 5-B and 5-C to the Board, Mr. Guerra advised that items 5-B and 5-C could be adopted in a single motion.



*Note: Following is the table that reflects “Option 6” as referred to in the above action:

How much to fund

LHTF Funding options					
Options	AHA Match	State Request	Total	Total Committed	Competitive Points
1	5,000,000	5,000,000	10,000,000	10,000,000	2.00
2	5,000,000	2,500,000	7,500,000	7,500,000	3.00
3	3,000,000	1,500,000	4,500,000	4,500,000	3.00
4	6,666,667	3,333,333	10,000,000	10,000,000	3.00
5	10,000,000	5,000,000	15,000,000	15,000,000	3.00
6	7,500,000	2,500,000	10,000,000	10,000,000	4.00
7	6,666,667	2,222,222	8,888,889	8,888,889	4.00
8	15,000,000	5,000,000	20,000,000	20,000,000	4.00


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6. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

None.

7. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

The Board expressed gratitude for Officer Larsen and the Ombudsman’s involvement in resolving issues with tenants.

Ms. Cooper announced that the HCV and PBV waitlists will be open for application during the period of September 10, 2021 through September 20, 2021. During this period, applications will be available 24-hours a day online. Although applications can be completed from a smart phone, as in the past, AHA will be collaborating with local centers, such as senior centers and libraries, to assist in providing access to computers for application completion. Translation services will also be available to assist with application completion. Staff will provide a formal Memo regarding this item the Board of Commissioners Meeting in August.

In response to Commissioner Kay, Ms. Cooper confirmed that there will be a lottery used for this opening.

8. ADJOURNMENT

Chair Tamaoki adjourned the meeting at 8:38 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Kenji Tamaoki, Chair
Board of Commissioners





Housing Authority of the City of Alameda

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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: August 18, 2021
Re: Accept the Monthly Overview Report for Executive Department

BACKGROUND

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

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.

<u>Department</u>	<u>Position</u>	<u>Number of Vacant Positions</u>	<u>Recruitment Status</u>	<u>Other Updates</u>
Administration	Deputy Executive Director	1 FTE	Recruitment on hold	
	Management Analyst	1 FTE	Offer accepted, start mid-August	Open due to turnover
	Risk Manager	1 FTE	Position posted	Open due to turnover
	Administrative Manager	1 FTE	Recruitment to start summer	New position
Finance		0 FTE		Department is fully staffed
Housing	Program Assistant	1 FTE	Reposted; first	Open due to



Programs			recruitment not successful, in interview process	internal promotion process
Property Operations	Assistant Resident Manager: IP	1 FTE	New position; recruitment to start in summer	
Housing Development	Construction Project Manager	1 FTE	New position; recruitment to start in summer	
Rent Program	Program Assistant	1 FTE	In offer process	Available due to turnover
	Rent Program Specialist	1 FTE	In offer process	Available due to turnover

Summary: Total FTE's approved for FY 2022: 55.00
Number of vacancies: 9.00
Number of active recruitments: 5.00 (including 1 pending hire)

AHA offices opened to the public in mid-July with morning hours. AHA continues to make updates to its COVID procedures, including masking and social distancing, based on guidance received from government agencies.

Proposals received in response to the RFP for redesign and hosting of the AHA website are in the process of being reviewed. An RFP for copier machines has also been released.

CHWCA's (AHA's workers compensation insurance provider) Executive Committee met on May 19th to review CHWCA's financial position and dividends calculation. CHWCA's fund balance increased by \$546,016, to a total of \$15.3M. Upon review, the Executive Committee declared 15% of eligible dividends in the amount of \$861,427 to be paid back to members; AHA's dividend payment was \$15,904. Staff from CHWCA are conducting inspections of all three AHA offices in August, and will also be providing training for supervisors and HR staff on workers compensation procedures in August.

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 July 31, 2021.

	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	0	16	46	46
April	16	0	16	62	62
May	16	0	16	78	78
June	9	0	90	87	87
July	12	1	11	99	98
TOTAL	99		98		

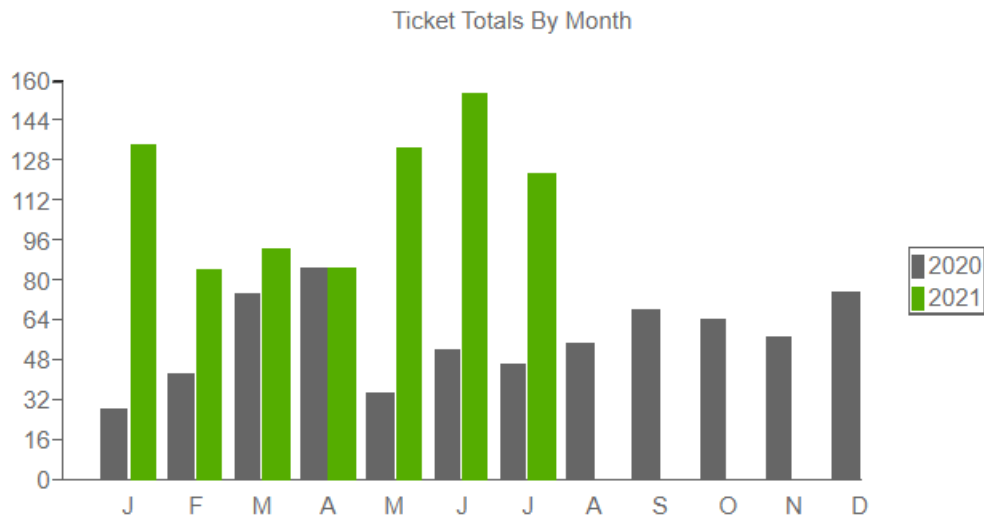
Staff continue to accept requests via e-mail, fax, in person, and phone, along with accepting a paper form submitted through the drop box or by mail during the current health situation, so, if a request is needed, participants and tenants can still make requests through a variety of methods. Staff have completed an online reasonable accommodation request form which is now available on AHA's website. Staff continue to quality control reasonable accommodation requests.

The IT service tickets for June fell primarily into two (2) categories: software issues, and Cyber Security. There were approximately 85% more tickets than during a typical period, primarily due to an even larger increase in events related to Cyber Security compared to last month. This was due to responding to unauthorized access to e-mail due to a successful phishing campaign against AHA employees. This access has been reported to the AHA's cyber security insurance company and staff is working with our cyber security insurance company and legal counsel to meet all federal, state, and local noticing requirements. IT staff reviewed the security on all e-mail accounts and closed the gap that allowed this attempt to be successful. Staff will continue to review systems, upgrade as needed, and reach out to vendors to improve filtering out of phishing e-mails. Also, as the breach was a human-caused one, improved training platforms are being researched for providing staff with training in addition to the current annual training required by HUD. Staff also continued the installation and troubleshooting of the new VoIP software. 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 June tickets was only about 0.20 hours.

Table: Techordia Service Ticket Requests – June 2021

Type of Service Request	Number of Tickets
Access rights	7
Hardware	18
Software	60
On Boarding / Off Boarding	10
On Site Visits	3
Cyber Security	41
TOTAL:	139

As of July 30, 2021, there were 806 tickets in 2021, and, at that time, there were 51 open tickets. Below is a chart of tickets for the 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 upcoming 6-month period. Techordia is now primarily covering all IT functions, except for administration and troubleshooting for Yardi and Laserfiche, and continues to support staff remotely. Onsite visits have been cut back to once a week.



Staff continue to work on implementing online solutions for applicants, tenants, landlords, vendors, and staff. Staff is launching the Applicant Portal with the wait list opening in September 2021.

Accreditation

Staff is working with the Affordable Housing Accreditation Board (www.housingaccreditation.org) to apply for the accreditation process. AHA intends to apply in the late summer and start the process on or around October 1, 2021. The process will provide a benchmarking system for AHA in its performance and is likely to provide valuable feedback on its policies, procedures, and practices. The work requires submission of key documents, a site visit, and interviews with staff. This is a follow-up

activity from the Strategic Plan goal to set benchmarks for AHA relative to other high performing PHAs.

Community Relations

In the month of July, the Community Relations Manager (CRM) continued to expand communications activities within social media channels. AHA’s Facebook activity reached over 5,600 individuals and generated 983 engagements (comments, shares, clicks, reactions). Also, Facebook followers increased from 8 followers (in May) to 41 followers by the end of July. The focus of AHA’s social media content revolves around community resources and AHA current events.

To provide increased activities for AHA families, the CRM continued recruitment of AHA families for no-cost summer camps. In total, 6 elementary school aged girls enrolled into the Girls Inc. summer camp, while 2 families participated in the Golf Camp at Corica Park Golf Course.

As for procurement activities, the Request for Proposal (RFP) process concluded for the video production and graphic design and in total, 8 proposals were received. The video project was awarded to Triarch Creative and the graphic design project was awarded to Mason Simmons Visual. Both the graphic design and video production work will begin in August 2021.

In addition to the social media activity, the Ombudsman Program received 11 contacts in the month of July, with 3 of those contacts coming from the general public seeking information related to housing assistance. The 8 remaining contacts came from AHA tenants seeking resolution to neighbor disputes, property condition, contesting lease violations, and reasonable accommodation requests. See the table below for data breakdown.

	May	June	July	YTD
Total Ombudsman Contacts	25	27	11	63
Contacts related from general public (Non AHA landlord/tenant matter)	1	3	2	6
Contacts related from general public (Seeking housing)	20	18	3	41
Contacts related to AHA tenant (Lease violation)	0	2	1	3
Contacts related to AHA tenant (Neighbor dispute)	2	2	3	7
Contacts related to AHA tenant (Reasonable Accommodation)	0	1	1	2
Contacts related to AHA tenant (Property condition)	0	1	1	2
Contact related to AHA tenant (Rental payment)	2	0	0	2

FISCAL IMPACT

Report only, no financial impact.

CEQA

Not Applicable to this item.

RECOMMENDATION

Accept the Monthly Overview Report for the Executive Department

ATTACHMENTS

None

Respectfully submitted,

Janet Basta, Director of Human Resources and Operations



Housing Authority of the City of Alameda

PHONE (510) 747-4300
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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: August 18, 2021

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

BACKGROUND

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

Funding Update

A review of the Two-Year Tool (TYT) revealed a projected year end amount of \$1M in HAP reserves with a utilization rate of 98.3% of funding. AHA must have utilized at least 98% of its HAP funds to receive full points for SEMAP. AHA will utilize the Housing and Urban Development (HUD) SEMAP waiver to use our previous SEMAP score, staff will continue striving to meet the SEMAP lease up requirement by increasing our leasing efforts.

Emergency Housing Voucher (EHV) Update

On May 10, 2021, AHA was awarded 57 EHV vouchers from HUD. Staff accepted receipt of these vouchers and on June 1, 2021, AHA received approximately \$222k in Preliminary Fees and Services Fees. These EHV's are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or have recently become homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. AHA staff have completed the Memorandum of Understanding (MOU) with our community partners to administer service for this program. Staff have made the appropriate changes to our Administrative Plan and submitted them to the Board for review and approval. Staff have begun interviewing applicants and our goal is to issue the 57 vouchers awarded as soon as possible. See separate memo on this topic.

Waitlist Opening Update



Staff have continued to meet weekly to complete the Housing Choice Voucher (HCV) waitlist purge and lease up the final names on the 2015 HCV waitlist. Application packets were mailed on March 25, 2021, and a total of 69 applicants responded and of those staff have issued 47 vouchers to applicants determined eligible. At the same time, staff are meeting weekly with Yardi to complete the final testing on the Applicant Portal to prepare for the opening of the HCV waitlist later in 2021. The waitlist will open from September 10 to September 20, 2021. More information will be available on our website after August 30, 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. For the months of June and July 2021, staff completed 274 online recertifications. 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

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 months of June and July 2021, staff completed 107 interim adjustments.

Waivers Update

The Housing Authority of the City of Alameda (AHA) has continued to update the Board with a monthly chart of implemented waivers as staff determine the need to implement them. In the months of June and July 2021, no further waivers were implemented. Attached is an updated chart of the waivers staff have implemented to date.

DISCUSSION

N/A

FISCAL IMPACT

Activities are currently within the 2021-22 budget.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview Report for the Housing Programs Department

ATTACHMENTS

1. 8-C Attachment 2 Updated Implemented Waivers from 2020-33
2. 8-C Attachment 1 HPD Performance

Respectfully submitted,

Lynette Jordan, Director of Housing Programs

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"> • Allows for delay in biennial inspections • PHAs must require owner certification there are no life-threatening deficiencies • All delayed biennial inspections must resume by 6/30/21 and be completed by 12/31/21 	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"> • Waives the requirement for the PHA to conduct interim inspection and requires alternative method • Allows for repairs to be verified by alternative methods 	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"> • Provides for a suspension of the requirement for QC sampling inspections 	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"> • Waives the requirement for an oral briefing • Provides for alternative methods to conduct required voucher briefing 	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"> • Allows PHAs to provide voucher extensions regardless of current PHA policy 	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"> • PHA to retain prior year SEMAP score unless requests otherwise 	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 Implemented	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"> • Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no lifethreatening deficiencies • Allows for delayed full HQS inspection NLT 1-year anniversary of date of owner's certification 	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"> • 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 	11/30/2020	6/30/21	Minimal impact on participants as this is a HUD-required administrative function.
PH and HCV-2 Family Income and Composition: Delayed Annual Examinations	Statutory Authority Section 3(a)(1) Regulatory Authority §§ 982.516(a)(1), 960.257(a)	<ul style="list-style-type: none"> • Permits the PHA to delay the annual reexamination of income and family composition • HCV PHAs must implement HCV-7 for impacted families if they implement this waive 	All reexams due in CY20 must be completed by 12/31/20. Reexams due between 1/1/21 and 6/30/21 would need to be completed by 6/30/21.	6/30/21	

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
HCV-1	Regulatory Authority § 982.54(a)	<ul style="list-style-type: none"> Establishes an alternative requirement that policies may be adopted without board approval until 3/31/21 Any provisions adopted informally must be adopted formally by 6/30/21 	5//19/2021	3/31/21 <ul style="list-style-type: none"> 6/30/21 	
MR-5: PHA Inspection Requirement: Annual Inspections	Regulatory Authority § 882.516(b)	<ul style="list-style-type: none"> Waives the annual inspection requirement and allows PHAs to delay annual inspections for Mod Rehab units 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 	8/26/2020	6/30/21	HQS inspections will be delayed but missed inspections must be conducted within 1 year of due date.

Attachment 1 - Housing Programs Department Performance Report
Month of June and July 2021

Item	January	February	March	April	May	June	July	August	September	October	November	December	YTD
HAP spent for month	\$2,781,531	\$ 2,794,623	\$2,729,695	\$ 2,769,852	\$2,730,744	\$2,790,672	\$2,808,032						\$ 19,405,149
Vouchers under lease at start of month	1513	1515	1508	1507	1489	1514	1522						n/a
Vouchers issued during the month	0	2	13	10	13	7	2						47
New units leased in private market	4	10	9	5	10	5	2						45
New units leased in affordable market	0	1	1	0	0	1	0						3
Seeking vouchers	23	25	28	26	21	42	60						225
Port outs leased	0	0	3	6	0	0	0						9
Port ins leased	2	1	3	4	11	6	3						30
Annuals completed	132	125	114	188	145	135	139						978
Interims completed	48	29	79	68	58	50	57						389
Rent Increases completed	20	10	35	22	16	16	18						137
Inspections conducted	0	9	0	83	91	150	166						499
Inspections passed first time	0	9	0	24	33	55	21						142
Hearings requested	4	2	3	3	5	2	4						23
Hearings held	1	0	1	1	0	1	0						4
End of Particiaption *	1	0	1	2	0	0	3						7

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



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: Gregory Kats, Director of Rent Stabilization Programs
Date: August 18, 2021
Re: Accept the Monthly Overview Report for the Alameda Rent Program

BACKGROUND

The monthly reports for the Alameda Rent Program are available at www.alamedarentprogram.org. For outcomes of submissions reviewed, please see the full report available online.

	May	June	July
Submissions for staff review of rent increases and/or registration information	1	2	1
Termination of tenancy submissions	2	11	4
Buyout agreement submissions	2	5	3
Temporary relocation payment submissions	0	0	0
Capital Improvement Plan submissions	0	0	1
Petitions submitted for a rent adjustment hearing	5	2	2
Requests submitted for an appeal hearing	0	0	0
Number of hearings held*	5	3	1

**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.

DISCUSSION

In September 2021, the Alameda Rent Program will resume conducting in-person Informational Workshops in the Community Room at Independence Plaza . These Informational Workshops will be offered twice a month, with one day and one evening session provided monthly. Staff are also in the process of developing an Informational Workshop video to post on the program website.

On April 5, 2021, the Alameda City Council approved a proposal from City staff to increase annual program fees to \$148 for fully-regulated units and \$100 for partially-regulated units. Once the revised fees were approved, the Rent Program sent out registration notices for the Year 2 registration cycle in mid-May. The annual registration and fee payment cycle began simultaneously on June 1, 2021. The fee payment deadline was extended, by the City Council, to September 30, 2021.

Rent Program staff has been receiving a high volume of calls from landlords and property managers since the new registration and payment cycle began. Staff continues to work with these stakeholders to process new registration submissions, assist with fee payment issues and update changes to tenancy or ownership status. Program staff also continues to work with a smaller subset of 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. In April 2021, staff provided the City Attorney's Office with several reports documenting unresolved cases involving invalid rent increases, failure to pay program fees, and failure to register rental units. These cases are currently pending enforcement action by the City Attorney's Office.

On May 20, 2021, the Alameda Rent Program announced a new Annual General Adjustment (AGA) rate of 2.7%.The new AGA 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%.

On June 2, 2021, the Rent Program also announced 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. The specific relocation payment amounts were specified in the June 24, 2021 Board Memo.

On July 28, 2021, the City of Alameda issued an RFP to recruit additional hearing Officers for the Rent Program's petition process. The submission deadline for the solicitation is August 9, 2021.

FISCAL IMPACT

The Program is operating within its budget for 2021-22.

CEQA

N/A

RECOMMENDATION

Accept the monthly overview report for the Alameda Rent Program.

ATTACHMENTS

- 1. 2021-08 BOC RP Attachment 1

Respectfully submitted,



Gregory Kats, Director of Rent Stabilization Programs



ATTACHMENT 1 - MONTHLY REGISTRATION UPDATE

The latest registration statistics indicate the following:

- 82.5% of regulated properties are registered.
- 89.1% of regulated units are registered.
- 66.8% of properties have paid the 2021-2022 annual fee or have been verified as having no payment due.
- 1,220 units (8.3% of all registered units) have been approved for an exemption from the 2021-2022 annual fee.

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

- 28 rent increase errors
- 36 unit exemptions
- 11 property exemptions
- 13 new owner amendments



Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Stephanie Shipe, Director of Portfolio Management

Date: August 18, 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 July 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 July AHA managed Independence Plaza and Anne B Diament. 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 fourteen (14) 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 July. Progress is taking place in filling the vacancies. Of the fourteen (14) vacant units, eleven (11) are turned and ready for occupancy. Of the fourteen (14) vacant units, five (5) 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 Everett Commons is 103.1% and Scattered Sites is 101.8% which is slightly higher due to collecting on past due rents from residents and the Emergency Rental Assistance Program (ERAP). The collections for Eagle Village & Parrot Village are only 20% due to delays in processing Housing Assistance Payments (HAP) due to the ownership change, July's HAP will be processed at the beginning of August. The collection rate for China Clipper is 96.5% and Littlejohn Commons is 97.1%. This is primarily the result of missed rent payments by residents affected by income loss due to COVID 19. All 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. All residents with a past due balance have been submitted for rental reimbursement on the Alameda County website. Residents have already started to login and upload their documents to verify the need; LifeSTEPS case workers are assisting residents to complete this step. Evictions due to non-payment of rent during the pandemic are currently prohibited by state and federal law.

RENT INCREASES

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. Rents for subsidized properties are expected to move to the payment standard on September 1, 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. In person classes restarted on August 2.

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.

Maintenance

Staff continue to complete routine work orders and focus on turning vacant 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 at Anne B. Diament in June 2021 and preventative maintenance on units in Independence Plaza began in July 2021 to prepare for HQS Inspections in September 2021.

The attached table (Attachment 1) shows the work orders completed for July 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 2021-2022 capital projects currently underway.

FISCAL IMPACT

Report only, no financial impact.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Overview Report for Property Operations.

ATTACHMENTS

1. PM - Attachment 1 - Monthly Overview Report for Property Operations
2. PM - Attachment 2 - CIP Update

Respectfully submitted,
Stephanie Shipe
Director of Portfolio Management
Stephanie Shipe, Director of Portfolio Management

ATTACHMENT 1

Month of July 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
* Anne B Diament	AHHC	AHA	65	Senior	1	\$ 109,038	\$ 22,890	\$ 85,164	\$ 108,055	99.1%
* Independence Plaza	AAHC	AHA	186	Senior	1	\$ 205,751	\$ 132,386	\$ 71,735	\$ 204,121	99.2%
China Clipper	AHHC	JSCO	26	Family	1	\$ 47,937	\$ 13,553	\$ 32,685	\$ 46,238	96.5%
Eagle Village	AAHC	JSCO	36	Family	1	\$ 89,616	\$ 18,232		\$ 18,232	20.3%
Esperanza	AAHC	JSCO	120	Family	1	\$ 347,587	\$ 72,776	\$ 277,929	\$ 350,705	100.9%
Everett Commons	ICD	JSCO	20	Family	1	\$ 43,509	\$ 9,078	\$ 35,768	\$ 44,846	103.1%
Littlejohn Commons	ICD	JSCO	31	Senior	1	\$ 52,265	\$ 9,331	\$ 41,402	\$ 50,733	97.1%
Parrot Village & Gardens	AAHC/AHA	JSCO	58	Family	1	\$ 153,176	\$ 26,002	\$ 5,463	\$ 31,465	20.5%
Scattered Sites	AHA/AAHC	JSCO	34	Family	0	\$ 68,246	\$ 13,209	\$ 56,244	\$ 69,453	101.8%
TOTAL			576		8	\$ 1,117,125	\$ 317,457	\$ 606,390	\$ 923,847	82.7%

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
* Anne B Diament	AHHC	2	3.1%	0	3.1%	0	0	47	
* Independence Plaza	AAHC	3	1.6%	0	1.6%	3	0	219	1
China Clipper	AHHC	1	4.0%	0	4.0%	1	1	15	1
Eagle Village	AAHC	1	2.9%	0	2.9%	1	1	17	
Esperanza	AAHC	2	1.7%	1	0.8%	1	0	48	1
Everett Commons	ICD	0	0.0%	0	0.0%	0	0	5	
Littlejohn Commons	ICD	0	0.0%	0	0.0%	0	0	3	
Parrot Village & Gardens	AAHC/AHA	3	5.3%	0	5.3%	3	1	21	1
Scattered Sites	AHA/AAHC	2	5.9%	0	5.9%	1	0	3	
TOTAL		14	2.4%	1	2.4%	10	3	378	4

**ATTACHMENT 2
Capital Projects Update
FY 2021-2022 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
All Properties	Paint & Carpet 10% of Portfolio	420,000				ONGOING	Ongoing at unit turns; remainder of portfolio pending lifting Shelter in Place
Anne B Diamant	Balcony Repairs (44 Balconies)	100,000					Pending lifting of shelter in place and RFP issuance and award
Anne B Diamant	Roofing	50,000					Collecting bids for work.
Independence Plaza	Exterior Renovations (walkway lighting, trellis repairs)	150,000					Anticipate Issuance of RFP in 2021
Independence Plaza	Balcony Repairs (125 Balconies)	250,000					Pending lifting of shelter in place and RFP issuance and award
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
Sheman Street	Plumbing	25,000	0	80,000	11/1/2019	11/30/2020	COMPLETE
Lincoln House	Fire Damage	101,000	-	236,500	11/26/2019	10/30/20	COMPLETE
Independence Plaza	ADA Doors	160,000	0	68,000	8/2/2019	11/15/2019	COMPLETE
Independence Plaza	Sprinkler Inspectons/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

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: August 18, 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. In July, the newly-formed Alameda Affordable Housing Trust Fund awarded \$7,500,000 and a Letter of Intent for \$2,500,000 (contingent on an award from the Local Housing Trust Fund program of the State of California). In addition, in August, ICD accepted a bridge loan from AHA to make a development advance to 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. At this point, only one is in process.

Acquisitions –



1. 2615 Eagle - On June 2, 2021, the Board of Commissioners authorized staff to make a formal offer to the Alameda Unified School District (AUSD) for a property at 2615 Eagle Avenue, Alameda, CA. The offer is being considered by AUSD decisionmakers on August 10, 2021.
2. Pulte purchases – In December 2020, the Board of Commissioners authorized staff to purchase 18 Below Market Rate units at 2800 Fifth Street, Alameda, CA. Staff anticipates that these purchases will begin in late August or early September.

Staff continues to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available. As part of preparing for additional active pipeline projects, staff is actively procuring development consultants and refreshing its qualifications lists.

New Funding Opportunities

Staff applied for \$2.5 million in matching funds from the Local Housing Trust Fund (State of CA) NOFA, where \$57 million in matching funds are available. Awards will be made in October.

Asset Management

The properties Esperanza, Eagle Village and Parrot Village were transferred on or before July 15, 2021 and Eagle and Parrot were refinanced with excess proceeds.

AHA decided to withdraw from its Alameda Transit Management Agency (ATMA) agreement for transit passes and to renew its existing AC Transit agreement for 100 passes that it currently utilizes. AHA is also considering adding additional passes to its contract, as demand is increasing, particularly among our seniors. This contract is administered by Portfolio Management.

Staffing

AHA is hosting a summer intern this year. Augustina Ullman is a recent graduate of UC Berkeley in Urban Studies and brings experience working on urban displacement, entitlements and tiny homes in the cities of Berkeley and Richmond. For AHA, she is assisting on financial analysis tasks for the tax credit portfolio, Independence Plaza, as well as, assisting on applications for North Housing and the Local Housing Trust Fund. Augustina contributed significantly to the Board report on cost drivers in affordable housing.

FISCAL IMPACT

Not applicable.

CEQA

Not applicable to this item.

RECOMMENDATION

Accept the Monthly Overview Report for Housing Development

ATTACHMENTS

None

Respectfully submitted,

Sylvia Martinez, Director of Housing Development



Housing Authority of the City of Alameda

PHONE (510) 747-4300
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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: August 18, 2021

Re: Accept the 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 to transfer 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. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

Please see previous monthly Board reports for project details before this month's update. Documentation of the master planning process may be found at www.northhousing.org.

DISCUSSION

The demolition of the existing buildings is complete. Staff is working with Carmel Partners on the final retention release and close-out of the demolition contract. Staff is also working with a fencing company to install additional new perimeter fencing to further secure the site. The new fencing work was scheduled to begin on August 2, 2021 and is expected to complete within a week.

Habitat for Humanity East Bay/Silicon Valley has requested to use the existing roadways through our parcel for vehicular ingress and egress. The final license agreement will be presented to the Board of Commissioners for review and approval on



a separate agenda item.

In addition, staff has been working with our partners, APC and Building Futures, to update and refine the Memorandum of Understanding (MOU) and Term Sheet for the North Housing project. The latest MOU and Term Sheet will also be presented to the Board of Commissioners for review and approval on a separate agenda item.

Staff continues to work with the design team, our partners, and the City on the design plans for Block A. North Housing Block A is expected to have up to three phases, which includes 90 permanent supportive housing units in two phases and a 63 unit senior housing phase. For cost efficiencies, all of Block A will be designed and entitled simultaneously.

Block A is near complete with concept design, and staff negotiated with HKIT, our Project Architect, to extend the scope of services to include work for all three buildings in Block A from schematic design, design development, construction documents, permitting, bidding, and construction administration for a contract amount not to exceed \$1,689,100. A contract amendment memo was prepared and presented to the ICD Board of Directors at its Special Meeting on August 2, 2021. Staff previously published a Request for Proposals (RFP) for Civil Engineering Services in May, and all proposals were received on time and reviewed per the published RFP. Staff subsequently selected Carlson, Barbee & Gibson, Inc. (CBG) as the Project Civil Engineer based on their qualifications, experience, understanding of the scope, and proposed fee. Staff is working with CBG and our special legal counsel on the consulting agreement for Civil Engineering Services with a contract amount not to exceed \$221,000.

FISCAL IMPACT

The Board previously authorized a predevelopment loan of \$6,238,000 for costs associated with master planning, carrying costs, demolition, and predevelopment work for the first phase, which includes 90 units of permanent supportive housing. Funds are disbursed to ICD on an as-needed basis. The current available predevelopment loan balance is \$1,565,863, and the chart below summarizes expenses through July 31, 2021.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes master planning and demolition)	\$4,146,165
First Phase Pre-Development (Block A, includes 90 units PSH)	\$79,961
Carrying Costs (see details below)	\$446,012
Grand Total	\$4,672,138

<u>Carrying Costs-Details</u>	
<i>Predevelopment Category</i>	<u>Total</u>
Classified Ads and Public Notices/Outreach Materials	\$550
Furniture and Equipment - Fencing	\$141,650
Insurance - Other	\$4,293
Legal Expense	\$6,010
Office Supplies/Equipment	\$542
Prepaid - Other	\$6,287
Professional Services (Other)	\$17,208
Security, Landscape & Other Maintenance	\$238,966
Survey/Title Fee	\$29,785
Taxes & Government Fees	\$722
Grand Total	\$446,012

CEQA

Not Applicable

RECOMMENDATION

Accept the Monthly Development Report for North Housing.

ATTACHMENTS

1. 8-G - 20210818_NH_BOC_Update

Respectfully submitted,



Tony Weng, Senior Project Manager



North Housing Development Update

August 18, 2021

Block A - Design Update

- Three Phases at Block A
 - 90 Permanent Supportive Housing Apartments (Phase I and II)
 - 63 Senior Apartments
- All of Block A will be designed and permitted at the same time for design and cost efficiencies.
- HKIT is the project architect, and ICD will serve as the developer/sponsor.
- Concept design is near complete.





View of Permanent Supportive Housing Main Entry



View Looking East from Mosely Avenue



View Looking West from Mosely Avenue

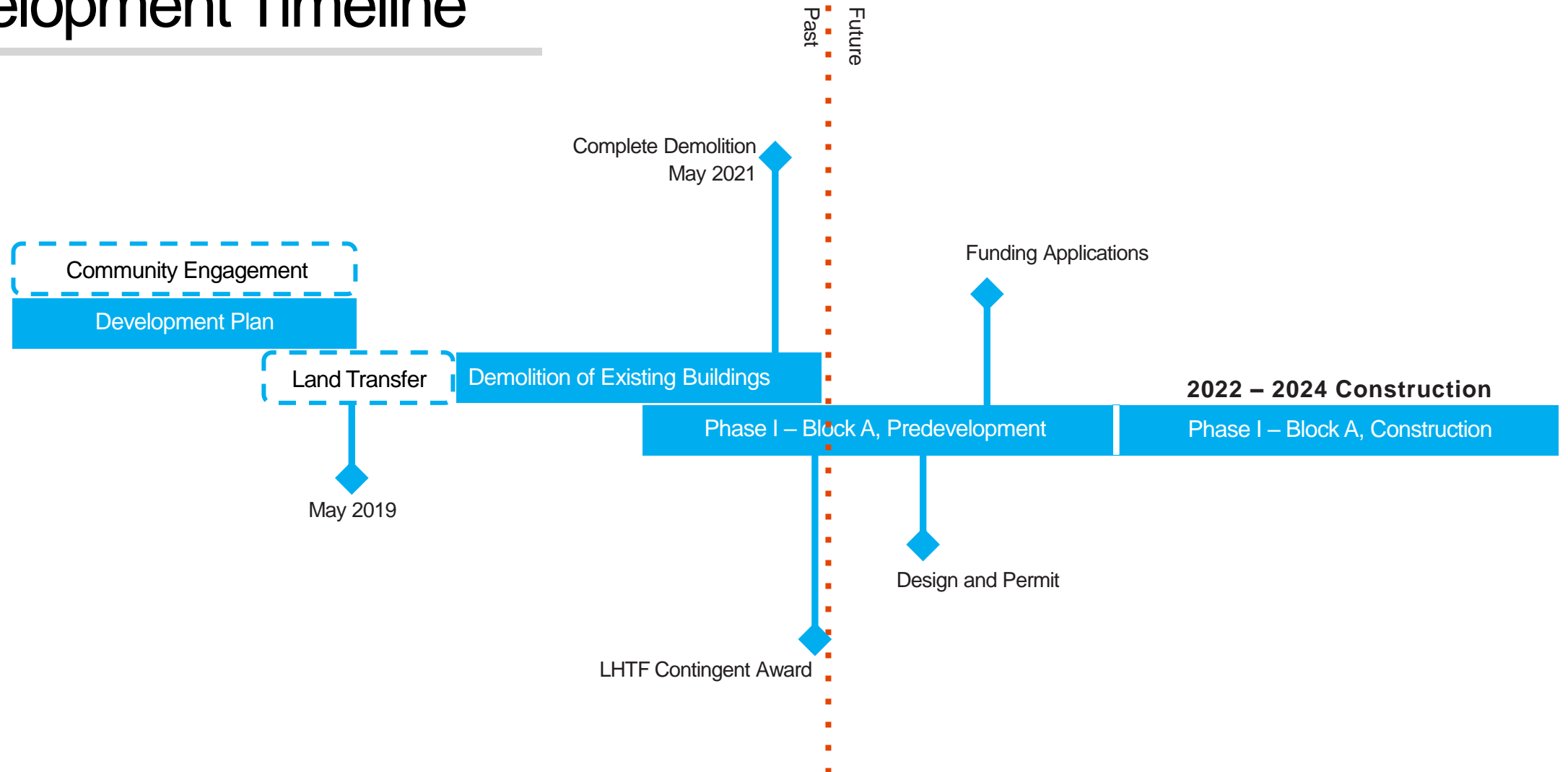


View Looking North/West from Lakehurst Circle



View of Senior Building/Entry

Block A Development Timeline



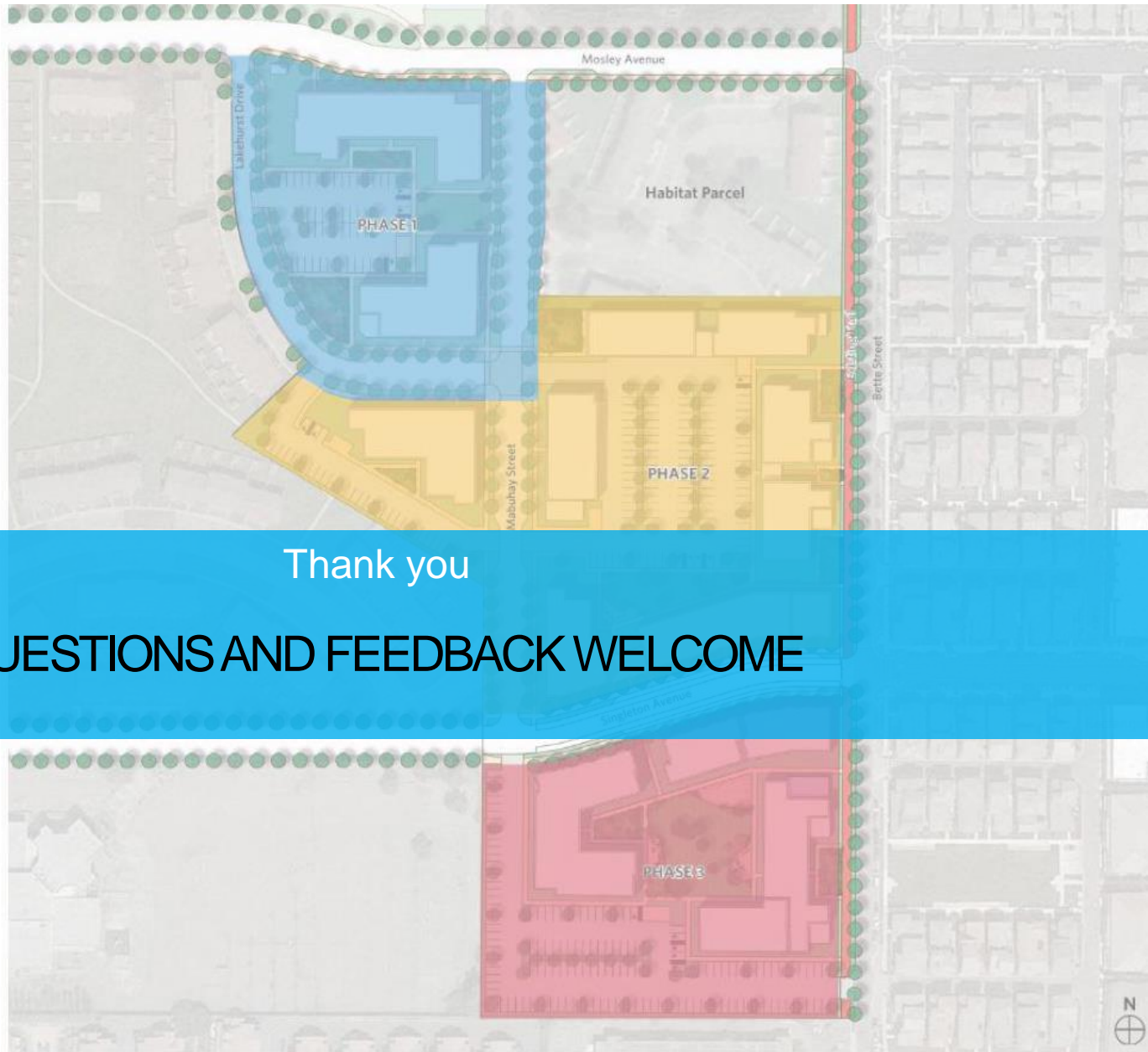
STAFF RECOMMENDATION

- Accept the monthly development report for North Housing.

Phase 1 Development
Completion Anticipated Summer 2024

Phase 2 Development
Completion Anticipated Winter 2028

Phase 3 Development
Completion Anticipated Winter 2030





**Housing
Authority of the City of Alameda**

PHONE (510) 747-4300
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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Allyson Ujimori, Senior Project Manager

Date: August 18, 2021

Re: Accept the 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 July 31, 2021 is approximately 38%. This month's construction activities included trenching for underground utilities, drywall, texturing, and interior finishes in the rehab units, framing, window installation, and roof truss and sheathing installation at the new multi-family building. There is one change order for the current month, Change Order #10, which is in the amount of \$12,578.

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 Utilization

	Original Budget	Previous Revisions	Current Revisions	Revised Budget
Construction Contract	\$38,218,849	\$684,752	\$12,578	\$38,916,181.00
Hard Costs	\$4,586,262	-\$684,752	-\$12,578	\$3,888,934.00
Contingency				
Soft Cost	\$300,000	-\$176,319	\$0	\$123,683.00
Contingency				

General Construction Contract Utilization

Contract Total	Value of Work Completed to Date	Retention Withheld	Amounts Paid to Date	Balance to Finish
\$38,916,179	\$14,925,586	\$1,186,721	\$13,738,865	\$25,177,314

Staff continues to work with AHA Portfolio 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. Below is an update on the relocation status through July 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 is one occupied unit at 738 Eagle Ave, and the one building was previously renovated. The John Stewart Company will move into the vacant unit 738B as a temporary office.

FISCAL IMPACT

ICD funds were advanced to Rosefield to fulfill the General Partner Capital Contribution requirements. These funds of \$1,115,000 will be repaid in three tranches, two of which have been approved and funded. The third will be requested later this year. The Finance department is working with HCD to track these internal disbursements and repayments, and the funding of the GP Capital Contribution is documented in an internal memo.

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

	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Buildings	\$17,435,451	\$17,435,451	100%	\$0
Hard Costs	\$43,285,111	\$13,942,144	32%	\$29,422,967
Soft Costs	\$15,791,616	\$6,888,093	44%	\$8,819,660
Total	\$76,552,178	\$36,123,734	50%	\$38,242,627

Development Advance Status

On August 2, 2021, the Board approved a \$1.2 million unsecured loan from AHA to ICD to cover unanticipated costs observed by the project. This loan will be categorized as a development advance to the project from CELP. Three categories of uses are taxes, EBMUD, and additional soft cost contingency. Our lender and investor have been asked to approve the immediate repayment of this loan using property tax refunds and expected EBMUD credits. Staff currently expects the remainder of the repayment to come at permanent loan conversion, from construction savings and tax credit equity.

Total Funds utilized:	\$930,194
Refunds/credits received to date:	\$0
Balance Outstanding:	\$292,806

CEQA

Not applicable to this item.

RECOMMENDATION

Accept the Monthly Development Report for Rosefield Village.

ATTACHMENTS

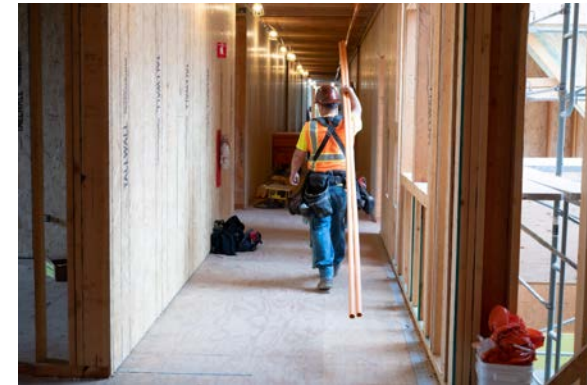
1. 8-H ATT 1 - Rosefield Village Construction Progress Photos

Respectfully submitted,



Allyson Ujimori, Senior Project Manager

ROSEFIELD VILLAGE CONSTRUCTION PROGRESS PHOTOS





**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: Daniel Mills, Management Analyst

Date: August 18, 2021

Re: Accept the Monthly Overview Report on Procurement

BACKGROUND

This memo provides an overview of the procurement activities for the agency for the month of July.

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 and Laserfiche utilization, and account reconciliation. Development and implementation will be a team effort within departments and AHA 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.
- We have been conducting internal testing for CivicClerk, the Board Management Software, to assist in generating and distributing the scheduled Board memos. This August Board Memos will be the first to be primarily composed and distributed with the new application. As soon as we are up to speed, we will orientate the Board on the system and their roles within the process.
- A new online form has been added to the website for vendors to sign up for notifications



for new AHA business opportunities, such as RFPs. It can be found here:

http://www.alamedahsg.org/working_with_us/business_opportunities/sign_up_for_notifications.

AHA solicitations can be found here:

http://www.alamedahsg.org/working_with_us/business_opportunities.

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

RFP/IFB	Description	Status
ADA 504 Transition Plan	For all AHA owned sites.	Contract executed in July.
Benefits Broker	For AHA personnel.	RFP to be issued in 2021.
Copier Services	For the AHA Office.	RFP issued, accepting proposals until August 23rd.
Eviction Legal Services	AHA managed sites.	Extension executed.
General Contractor	For North Housing.	RFP to be issued in August.
Geotechnical Engineering	For North Housing.	RFP to be issued in August.
Inspection Services	For HQS.	Contract executed in July.
Payroll Services	For AHA personnel.	RFP to be issued in late 2021.
Social Services	All AHA & ICD sites.	Short-term contract signed. Will be rebid by September.
Website Services	For the main AHA website.	RFP closed, under internal review. Contract award in process.

FISCAL IMPACT

Reference each individual procurement event.

CEQA

N/A

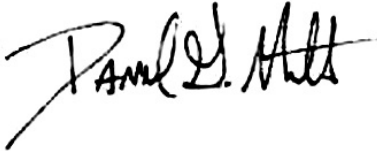
RECOMMENDATION

Accept the Monthly Overview Report on Procurement.

ATTACHMENTS

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel Mills". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Daniel Mills, Management Analyst



**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: Louie So, Director of Finance

Date: August 18, 2021

Re: Accept the Fiscal Year to Date Financial Report through the Month of June 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 June 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 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. On June 24, 2021, the Board of Commissioners approved a one-year operating budget for the period covering fiscal year July 1, 2021 through June 30, 2022.

The financial reports include five properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC) (Anne B. Diament, 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 calendar 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.



July 2020-June 2021 Financial Snapshot	PTD Actual	PTD Budget	Variance	% Var
TOTAL REVENUE	54,074,781	49,323,864	4,750,917	9.63
LESS: OPERATING EXPENSES	47,735,386	49,125,907	1,390,521	2.83
NET OPERATING INCOME BEFORE DEPRECIATION	6,341,695	197,957	6,141,437	3,102.40

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

June 2021 Performance Indicator	Cash	HAP	Months Covered
CASH AND INVESTMENTS/TOTAL HAP	32,984,831	2,871,282	11.49
	Cash	OPEX	Months Covered
CASH AND INVESTMENTS/OPERATING EXPENSE	32,984,831	4,653,976	7.09
	Cash	HAP + OPEX	Months Covered
CASH AND INVESTMENT/HAP AND OPERATING EXPENSE	32,984,831	7,525,258	4.38
	Total Liabilities	Total Assets	Leverage Percentage
PERCENTAGE DEBT TO ASSETS	94,493,667	211,843,755	45%

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 3rd business week of the following month, and the financial activity of the properties are reviewed, consolidated and presented in the exhibits attached to this memorandum.

Furthermore, Esperanza, Eagle Village and Parrot Village from AHA to AAHC in July 2021. AHA staff is working with JSCO to ensure that the bookkeeping are completed in the proper legal and property financial statements.

Operations Budget – Revenue

July 2020-June 2021	PTD Actual	PTD Budget	Variance	% Var
TOTAL TENANT REVENUE	13,791,799	12,811,290	980,508	7.65

Year-to-date - Rental income (Total Tenant Revenue) of \$13,791,799 is predominantly made up of Housing Assistance Payments (HAP) received for AHA units, the tax increment subsidy for Independence Plaza, and tenant rents received. This is higher than budget by \$980,508 or 7.65% 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 and recognized on a monthly prorate basis on the financial statements.

Total Other Income and Restricted Income is lower than budget by \$568,914 (23.43%). 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. Also, there were some period during the fiscal year with staff vacancies in these departments, and therefore the reimbursements for those months were lower than anticipated. AHA staff has followed up on these outstanding MOU reimbursements and the City and they have been received in August 2021. Additionally, \$100,000 in budgeted fee from the AHA/ICD services agreement was paid in February 2021. Interest earned from CAMP and LAIF are substantially 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 (“AUSD”) Recognized Obligation Payment Schedule. These funds have been allotted to Rosefield Village rehabilitation. A total of \$2,132,316 was billed to AUSD for the FY 2021.

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 \$470,251 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 \$593,968 (33.17%).

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

July 2020-June 2021	PTD Actual	PTD Budget	Variance	% Var
TOTAL OPERATING EXPENSE (INCLUDING HAP)	47,735,386	49,125,907	(1,390,521)	-2.83
TOTAL OPERATING EXPENSE (WITHOUT HAP)	13,868,607	16,828,210	(2,959,603)	-17.59

Total operating expenses including HAP are substantially lower than the year-to-date by \$1,390,521 (2.83%), and total operating expense not including HAP is \$2,959,603 lower than (17.59%). This is mainly due to lower salary and benefit expenses, which are under budget due to vacant positions (resignations and retirement) for most of the fiscal year to date. Please see Monthly Overview Report for Operations, H.R. and I.T. for an overview of active recruitment. We expect these operating expenses to increase as AHA is almost fully staffed, with several positions in active recruitment. 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

July 2020-June 2021	PTD Actual	PTD Budget	Variance	% Var
TOTAL HUD GRANT (HAP + ADMIN FEES)	35,969,647	33,626,635	2,343,012	6.97
TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	33,866,779	32,297,697	1,569,082	4.86

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 \$1,799,873 (5.65%) higher than budget which is driven by the additional HAP shortfall funds of \$1,362,837 stated previously. Staff continues to make progress on \$381,388 (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 billed amounts is \$136,883 below budget as billed (29.64%). Billing typically averages approximately \$30,000/month. HPD Staff are in discussions with the County of Alameda for the balance of 4 months of funds in arrears that were billed.

Statement of Net Position

The Housing Authority has adequate cash resources for operations. As of June 30, 2021, AHA, AAHC and its affiliates have \$15.3 Million in cash, and \$17.6 Million held in LAIF and CAMP investments. Please see Accept Quarterly Investment Report for Period Ending June 30, 2021.

Please see below to showcase a breakdown of AHA’s cash position and restricted and unrestricted cash breakout.

**I) Cash and Cash Equivalents Position
Period = Jun 2021**

Cash	15,334,436
LAIF (Local Area Investment Fund)	11,644,845
CAMP (California Asset Management Program)	6,005,550
Total Cash and Cash Equivalents	32,984,831

**II) Restricted and Unrestricted Cash and Equivalents Breakout
Period = Jun 2021**

Restricted Property Funds (Security Deposit, Replacement Reserve, etc.)	2,006,764
Restricted Federalized Funds (Section 8, Family Self Sufficiency, etc.)	1,332,620
Unrestricted Cash	29,645,447
Total Cash and Cash Equivalents	32,984,831

III) AHA Fiscal Year Board Restricted Cash Disbursements

Constitution & Eagle, L.P. - AHA Cash Loan - BoC	
Restricted June 2020, Disbursed August 2020	1,483,052
ICD - North Housing Predevelopment Loan - BoC	
Restricted November 2020, Disbursed March 2021	2,408,000

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)

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 limited 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 staffed, and an additional finance consultant completed a special project at the end of June 2021 and has since left AHA.

Audit and Tax

AHA

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. On March 2021, HUD provided an extension of the audited FY 2020 FDS to June 30, 2021. In Jun 2021, this was further extended by HUD to September 30, 2021. The audited financial statements was presented to the Board of Commissioners in the May 2021 meeting and accepted. AHA staff and Citrin Cooperman (AHA's auditors) submitted the audited FY 2020 FDS to REAC in July 2021. This is pending review and approval.

AHA staff are now reviewing the FY 2021 financial statements to prepare for the unaudited FDS submission to REAC expected in September 2021. AHA staff will submit an extension request due to pending regulations as it relates to the emergency housing vouchers.

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 17, 2021. The tax extensions were appropriately filed by Citrin Cooperman in October 2020. The tax return was appropriately filed by Citrin Cooperman in May 2021.

Island City Development

AHA is working with the CPA firm Holthouse, 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 audited financial statements were presented to the Island City Development Board of Directors in April 2021. The tax returns are in the process of being finalized.

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. In June 2021, staff have engaged the actuaries (Nicolay) for the annual GASB reports for both the CalPERS Pension and OPEB Trust.

AHA staff has not received an updated schedule from CalPERS and Nicolay to present the status of the accrued unfunded liability. In late July 2021, CalPERS reported a strong unaudited return of 21.3% of their total assets of the fiscal year, thus reducing the discount rate from 7% to 6.8%. Furthermore, the OPEB Trust reports an (unaudited) valuation of approximately \$1.6 Million in July 2021, compared to an audited valuation of \$1,237,785.18 as of June 30, 2020. Once the OPEB Trust audit is completed by CalPERS and their auditors, this information will be consolidated with the AHA audited financial statements.

Budget

A detailed budget for the fiscal year July 1, 2021 through June 30, 2022 was brought to the Board of Commissioners in the June 24, 2021 meeting.

Banking Activities

As part of the AHA to AAHC transfer of Esperanza, Eagle Village and Parrot Village, operating and reserve accounts were set up by The John Stewart Company with Bank of America. Additional collateralized operating bank accounts were set up for China Clipper and Scattered Sites with Bank of America during this time.

The John Stewart Company informed AHA that Everett & Eagle, L.P.’s Chase operating bank account was compromised and a fraudulent check was issued (and since

cancelled). Therefore, a new Chase operating account was created and the compromised bank account was closed.

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 calendar year.

FISCAL IMPACT

None. This is for reporting purposes only.

CEQA

RECOMMENDATION

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

ATTACHMENTS

1. 02 Balance Sheet - June 2021
2. 03 Budget Comparison – Revenue & Expense - Detail
3. 04 AHA Revenue & Expense (Actual versus Budget)

Respectfully submitted,

Louie So, Director of Finance

Balance Sheet

Period = Jun 2021

Book = Accrual

Current Balance

100000	ASSETS	
110000	CURRENT ASSETS	
110100	CASH	
1110010	Cash - Unrestricted	11,034,576.33
1110018	Cash - Operating Checking with 3rd Party	2,056,688.48
1110019	Petty Cash with 3rd Party	500.00
1110020	Cash - Petty cash	500.00
1110021	Cash - Benefit Account	83,601.43
1110030	Cash - FSS	151,805.75
1110040	Cash - Replacement Reserve Bldg	286,000.00
1130030	Cash - Restricted Sec Dep	205,223.96
1140050	Cash - Tenant Security Deposits with 3rd Party	265,540.11
1199000	TOTAL CASH	<u>14,084,436.06</u>
1200000	ACCOUNTS RECEIVABLE	
1240010	Accounts Receivable - Government	1,002,882.29
1240050	HAP Rent Receivable	52,737.93
1240070	Accounts Receivable- HUD	6,029.68
1250010	Accounts Receivable - Other	343,416.63
1250050	Accounts Receivable - 3rd Party Management	81,994.05
1255000	Subsidy Suspense Receivable	-27,314.25
1260000	Accounts Receivable - Tenant	325,786.28
1260050	Accounts Receivable - Tenant Rent with 3rd Party	215,112.93
1261000	Allowance for Doubtful Accounts -Dwelling Rent	-107,605.35
1280000	Fraud Recovery	31,526.48
1281000	Allowance for Doubtful Accounts - Fraud	-29,829.78
1290000	Accrued Interest Receivable	<u>-0.18</u>
1299000	TOTAL ACCOUNTS RECEIVABLE	<u>1,894,736.71</u>
1300000	INVESTMENTS AND OTHER CURRENT NOTES	
1310000	Investments(LAIF)- Unrestricted	10,454,174.29
1320010	Investments - Other	200.00
1320020	Investments(LAIF) (Restricted) - FSS Escrow	89.15
1320030	Investments(LAIF)- Building Reserve	1,065,600.45
1320040	Investments(LAIF) - Equipment Reserve	123,574.95
1350000	Investments - Restricted	0.15
1350010	Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,406.09
1350021	PFM-Cash	-184.25
1350031	Investments - CAMP	6,005,549.77
1350100	Mortgage Receivable	76,458,521.49
1350103	Mortgage Receivable-Jack Capon L. P.	89,597.22
1350105	Loan Receivable-Security Deposit Loan	92,569.00
1350106	Loan Receivable - ICD	17,350,482.00
1350107	Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000.00
1350109	Loan Receivable - Section 8	<u>1,790,000.00</u>
1360000	TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	<u>115,431,764.56</u>
1400000	PREPAID EXPENSES	
1420010	Prepaid Insurance - Property	35,081.34
1420020	Prepaid Insurance - Liability	227,259.18
1420040	Prepaid Insurance - Worker Comp	23,580.69
1420050	Prepaid - Other	26,937.39
1420051	Prepaid Rent	26,026.34
1420070	Escrow Deposits - Property	16,077.26

Balance Sheet

Period = Jun 2021

Book = Accrual

	Current Balance
1420075 Escrow Dep. PNC Hedge Res.	92,401.94
1430010 Replacement Reserve-NorthMarq Loan	618,860.03
1430020 Reserve for Replacement NorthMarq	522,660.80
1440099 TOTAL PREPAID EXPENSES	<u>1,588,884.97</u>
1440105 INTERPROGRAM	
1440110 Interprogram (Due From)	2,557,784.85
1440111 Interprogram Due From Sherman St FACSA	25.19
1440112 Interprogram Due From Lincoln St FACSA	7.49
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
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
1440899 TOTAL INTERPROGRAM	<u>2,571,980.29</u>
1500000 TOTAL CURRENT ASSETS	<u>135,571,618.34</u>
1590000 LONG TERM ASSETS	
1609999 LAND AND BUILDINGS	
1610000 Land	58,219,778.63
1620030 Buildings	30,922,109.33
1620031 Buildings Improvements	<u>1,439,015.59</u>
1629000 TOTAL LAND AND BUILDINGS	<u>90,580,903.55</u>
1630040 Furniture and Equipment - Dwelling	347,786.73
1630041 Furniture and Equipment - Other	153,836.27
1650000 Leasehold Improvements	14,446,266.73
1660030 Accumulated Depreciation	<u>-31,030,996.66</u>
1699000 TOTAL FIXED ASSETS	<u>74,497,796.62</u>
1700000 ALL OTHER ASSETS	
1740000 Other Asset	<u>110,510.02</u>
1770000 TOTAL ALL OTHER ASSETS	<u>110,510.02</u>
1800000 DEFERRED OUTFLOW	
1800200 Deferred Outflow of Resources	<u>1,505,707.01</u>
1890000 TOTAL DEFERRED OUTFLOW	<u>1,505,707.01</u>
1900000 CONSTRUCTION IN PROGRESS	
1900100 CIP - On Site Improvement	65,043.00
1900210 CIP - Architectural & Engineering Fees	63,227.50
1900230 CIP - Professional Services (Other)	17,208.00
1900410 CIP - Environmental Testing & Reports	11,350.00
1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist)	686.77
1900430 CIP - Utilities Fees	<u>607.60</u>
1919999 TOTAL CONSTRUCTION IN PROGRESS	<u>158,122.87</u>
1929999 TOTAL LONG TERM ASSETS	<u>76,272,136.52</u>
1999999 TOTAL ASSETS	<u>211,843,754.86</u>

Balance Sheet

Period = Jun 2021

Book = Accrual

Current Balance

300000	LIABILITIES AND EQUITY	
300500	LIABILITIES	
310000	CURRENT LIABILITIES	
310050	ACCOUNTS PAYABLE	
3120010	Accounts Payable<= 90 Days	104,525.11
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)	710.43
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)	1,827.39
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	136,736.93
3120026	Accounts Payable FSS Interest	-28.23
3120029	Accounts Payable - 3rd Party Management Company	122,552.33
3120030	Accrued Wage/Payroll Taxes Payable	176,856.11
3120040	Accrued Compensated Absences - Current Portion	187,022.52
3120045	Accrued Vacation Payable - 3rd Party Management	10,248.46
3120070	Accrued Payables	176,183.07
3120075	Accrued Accounts Payable - 3rd Party Management	142,790.48
3330100	Tenants- Rents Payable	9,900.00
3339000	TOTAL ACCOUNT PAYABLE	1,071,329.60
3400000	SECURITY DEPOSITS HELD	
3410010	Tenant Security Deposits	-52,886.59
3410015	Tenant Security Deposits - held with 3rd Party Management	265,539.87
3410020	Tenant Security Deposits - Pets	-150.00
3410050	Tenant Security Deposits - Interest	0.24
3410060	Tenant Security Deposits - Pooled Interest	61,619.44
3410999	Security Deposit Refund	31,979.22
3419000	TOTAL SECURITY DEPOSITS HELD	306,102.18
3419900	OTHER LIABILITIES	
3420000	Prepay Tenant Rent	60,611.28
3421000	Prepay Tenant Rent - 3rd Party Management	164,366.34
3425000	Unearned Revenue	122,118.00
3426000	Prepaid Ground Lease Rent	16,282,176.97
3430000	Current Portion of Long Term Debt - Capital Projects	655,120.57
3449000	TOTAL OTHER LIABILITIES	17,284,393.16
3470000	INTERPROGRAM	
3470050	Interprogram (Due to)	2,490,369.55
3470110	Interprogram Due To General Fund	54,620.96
3471000	Due To/Due From Suspense Account	313,659.72
3480000	TOTAL INTERPROGRAM	2,858,650.23
3499000	TOTAL CURRENT LIABILITIES	21,520,475.17
3500000	NON-CURRENT LIABILITIES	
3510020	Reduction to Mortgage Loan	81,907.72
3510100	Mortgage Loan Payable	20,923,113.19
3510130	Interest Payable - City of Alameda Loan	1,133,222.41
3510140	Home Fund Loan #1	216,363.20

Balance Sheet

Period = Jun 2021

Book = Accrual

		Current Balance
3510143	\$3.6M Housing Authority Loan Payable	46,871,061.37
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
3599000	TOTAL NON-CURRENT LIABILITIES	<u>72,973,192.32</u>
3999000	TOTAL LIABILITIES	94,493,667.49
4000000	Equity/Net Assets	
4000001	EQUITY	
4000100	DEFERRED INFLOW	
4001000	Deferred Inflow of Resources	1,901,463.00
4900000	TOTAL DEFERRED INFLOW	<u>1,901,463.00</u>
4999999	CONTRIBUTED CAPITAL	
5010000	Net Investment in Capital Assets	7,986,217.78
5080050	Capital Paid In	3,217,665.34
5090000	Unrestricted	81,746,604.30
5120000	Unrestricted	22,045,058.32
5120010	Net Restricted Assets	453,078.63
5950000	TOTAL CONTRIBUTED CAPITAL	<u>115,448,624.37</u>
5999900	TOTAL EQUITY	<u>117,350,087.37</u>
6000000	TOTAL LIABILITIES AND EQUITY	211,843,754.86

Budget Comparison (with PTD)

Period = Jul 2020-Jun 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
6999990 INCOME				
7000000 REVENUE				
7020000 TENANT REVENUE				
7030000 Tenant Rental Revenue	3,982,644.36	4,505,444.20	-522,799.84	-11.60
7030030 Maintenance Charges	3,660.70	0.00	3,660.70	N/A
7030040 Late Charges	-10.00	0.00	-10.00	N/A
7030060 Tax Increment Payments from the City of Alameda (Independence Plaza)	1,533,748.00	1,533,325.00	423.00	0.03
7030100 Tenant HAP Subsidy	8,205,808.44	7,071,775.88	1,134,032.56	16.04
7030110 Vacancy Loss	-276,766.29	-329,315.04	52,548.75	-15.96
7030300 Commercial Rents (Include land lease from ICD Properties)	69,388.00	30,060.00	39,328.00	130.83
7050000 TOTAL TENANT REVENUE	<u>13,791,798.50</u>	<u>12,811,290.04</u>	<u>980,508.46</u>	<u>7.65</u>
7060000 FEDERAL GRANTS				
7060060 Shelter Plus Care Revenue (Billed in arrears)	324,929.16	461,812.00	-136,882.84	-29.64
7069000 TOTAL FEDERAL GRANTS	<u>324,929.16</u>	<u>461,812.00</u>	<u>-136,882.84</u>	<u>-29.64</u>
7079000 OTHER GRANTS				
7080000 Other Government Grants (Billed AUSD Recognized Obligation Payments)	2,132,316.20	0.00	2,132,316.20	N/A
7089000 TOTAL OTHER GRANTS	<u>2,132,316.20</u>	<u>0.00</u>	<u>2,132,316.20</u>	<u>N/A</u>
7100000 OTHER INCOME				
7110010 Investment Income - Unrestricted	49,915.10	134,253.04	-84,337.94	-62.82
7110011 Interest Income	97,899.03	121,377.96	-23,478.93	-19.34
7110020 Interest on Equip. Reserve	747.97	2,989.92	-2,241.95	-74.98
7110030 Interest Earned on Operating Reserve	0.00	144.00	-144.00	-100.00
7110060 Interest - Replacement Reserve	5,254.23	48,273.04	-43,018.81	-89.12
7110070 Other - Income	9,138.09	52,040.00	-42,901.91	-82.44
7110075 Laundry Commission	20,653.04	26,178.96	-5,525.92	-21.11
7110082 Land Fee/Ground Lease	162,284.86	5,364.00	156,920.86	2,925.44
7110090 Other Miscellaneous Revenue	85.00	0.00	85.00	N/A
7110092 Professional Service Revenue (City Reimbursement payments in arrears several months and ICD paid in February 2021 \$100,000 to AHA) - Portion Reclassed as Other Government Grants	1,499,746.05	2,015,443.04	-515,696.99	-25.59
7140000 Fraud Recovery	29.33	0.00	29.33	N/A
7150030 Miscellaneous Other Revenue	3,645.82	0.00	3,645.82	N/A
7150040 Gain/Loss on Sale of Fixed Assets	1,351.80	0.00	1,351.80	N/A
7150070 Administrative Fee	5,339.49	18,063.00	-12,723.51	-70.44
7159000 TOTAL OTHER INCOME	<u>1,856,089.81</u>	<u>2,424,126.96</u>	<u>-568,037.15</u>	<u>-23.43</u>
8000000 HUD GRANT				
8010000 HUD Operating Grants	33,635,757.57	31,835,885.00	1,799,872.57	5.65
8020000 Administrative Fees from HUD (includes CARES Act Additional)	2,384,718.01	1,790,750.00	593,968.01	33.17

Budget Comparison (with PTD)

Period = Jul 2020-Jun 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
8020110 PORT-In Administrative Fees	15,247.25	0.00	15,247.25	N/A
8030000 Administrative Fees Paid (PORT-Outs)	66,075.88	0.00	-66,075.88	N/A
8100120 TOTAL HUD GRANT	35,969,646.95	33,626,635.00	2,343,011.95	6.97
8999000 TOTAL REVENUE	54,074,780.62	49,323,864.00	4,750,916.62	9.63
9000000 EXPENSES				
9000900 OPERATING EXPENSES				
9100000 ADMINISTRATIVE				
9110010 Administrative Salaries	4,508,502.90	5,344,243.20	835,740.30	15.64
9110020 Temporary Help - Administrative	309,712.72	512,513.08	202,800.36	39.57
9120000 Auditing Fees	56,950.00	46,440.00	-10,510.00	-22.63
9130000 Outside Management Fees	234,494.24	213,821.00	-20,673.24	-9.67
9150010 Admin Employee Benefits - Medical/Dental	752,196.87	1,275,885.12	523,688.25	41.05
9150020 Admin Employee Benefits - PERS/PARS	398,292.50	486,311.04	88,018.54	18.10
9150030 Admin Employee Benefits - FICA	62,587.82	77,002.84	14,415.02	18.72
9150040 Admin Employee Benefits - SUI	13,458.64	14,083.04	624.40	4.43
9150050 Admin Employee Benefits - EAP	165.00	0.00	-165.00	N/A
9150060 Admin Employee Benefits - Life/LTD	32,857.79	33,070.92	213.13	0.64
9150090 Admin Employee Benefit - WC	67,023.10	35,147.08	-31,876.02	-90.69
9160010 Office Supplies/Equipment	123,316.74	91,404.96	-31,911.78	-34.91
9160020 Expendable Administrative Equipment	130.42	0.00	-130.42	N/A
9160030 Dues & Subscriptions Publications	3,456.63	1,200.00	-2,256.63	-188.05
9160040 Postage	14,605.80	49,227.96	34,622.16	70.33
9160050 Telephone	93,932.97	60,170.04	-33,762.93	-56.11
9160060 Bank Charges and Check Supplies	28,577.12	27,665.04	-912.08	-3.30
9160070 Commissioners Meeting Expense	529.90	0.00	-529.90	N/A
9160080 Stationery Envelopes and Business Cards	2,295.38	0.00	-2,295.38	N/A
9160090 Forms and Copies/Printing	40,397.38	5,100.00	-35,297.38	-692.11
9160100 Classified Ads and Public Notices/outreach material	20,998.12	37,575.96	16,577.84	44.12
9160110 Legal Expense	372,424.40	344,996.04	-27,428.36	-7.95
9160111 Payroll charge	13,917.13	7,148.04	-6,769.09	-94.70
9160112 Survey/Title Fee	25,000.00	2,004.00	-22,996.00	-1,147.51
9160113 Office Rent	136,814.72	367,332.00	230,517.28	62.75
9160114 Administrative Support	33,700.46	0.00	-33,700.46	N/A
9160115 Organization Cost	479.88	0.00	-479.88	N/A
9160120 Training/Conferences and Travel	22,379.42	160,419.96	138,040.54	86.05
9160130 Membership Dues and Fees	20,962.76	11,378.04	-9,584.72	-84.24
9160131 Taxes & Government Fees (Sewer Passthrough Charges)	164,691.32	0.00	-164,691.32	N/A
9160140 Collection Loss	24,356.00	0.00	-24,356.00	N/A

Budget Comparison (with PTD)

Period = Jul 2020-Jun 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9160160 Contracts - Accounting Services	51,300.00	3,408.00	-47,892.00	-1,405.28
9160170 Contracts - Administrative Services/Consultant	101,632.90	392,855.04	291,222.14	74.13
9160180 Contracts - Application Service Provider - Yardi	176,888.02	223,622.04	46,734.02	20.90
9160190 Contracts - Computer/Telephone Maintenance/Email	249,120.01	378,635.04	129,515.03	34.21
9160200 Contracts - Employee/Organizational Development	25.00	0.00	-25.00	N/A
9160210 Contracts - Housing Program Services	28,057.89	0.00	-28,057.89	N/A
9160220 Contracts - Human Resource Services	2,100.00	68,743.92	66,643.92	96.95
9160230 Contracts - Housing Inspection Services	32,936.46	56,715.96	23,779.50	41.93
9160240 Contracts - Temporary Labor	794.99	0.00	-794.99	N/A
9160260 Contracts - Office Machine Lease	23,495.67	18,480.96	-5,014.71	-27.13
9160270 Contracts - Web Hosting/Maintenance/Web Ads	21,920.32	17,192.04	-4,728.28	-27.50
9160290 Contracts - HR Recruitment	85,249.89	132,416.04	47,166.15	35.62
9160510 Association Dues	44,200.80	42,000.00	-2,200.80	-5.24
9169000 TOTAL ADMINISTRATIVE	8,396,930.08	10,538,208.40	2,141,278.32	20.32
9200000 TENANT/SOCIAL SERVICES/POLICE				
9210010 Tenant Services - Salaries	315,248.71	3,444.00	-311,804.71	-9,053.56
9210030 Police Services (and Security)	326,605.45	188,240.04	-138,365.41	-73.50
9210100 Tenant/Social Sevices - Salaries	0.00	294,187.00	294,187.00	100.00
9219000 TOTAL TENANT/SOCIAL SERVICES/POLICE	641,854.16	485,871.04	-155,983.12	-32.10
9219990 RELOCATION				
9220000 Tenant-Relocation Costs	6,902.15	0.00	-6,902.15	N/A
9229000 TOTAL RELOCATION	6,902.15	0.00	-6,902.15	N/A
9230005 TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE				
9230010 Tenant Svcs Employee Benefits - Medical/Dental	38,823.83	42,876.00	4,052.17	9.45
9230020 Tenant Svcs Employee Benefits - PERS/PARS	10,474.58	19,618.00	9,143.42	46.61
9230030 Tenant Svcs Employee Benefits - FICA	1,575.23	8,700.92	7,125.69	81.90
9230040 Tenant Svcs Employee Benefits - SUI	329.23	1,935.00	1,605.77	82.99
9230050 Tenant Svcs Employee Benefits - Life/LTD	70.64	0.00	-70.64	N/A
9230071 Property Insurance	5,085.00	0.00	-5,085.00	N/A
9230075 Property Taxes	517.64	0.00	-517.64	N/A
9230080 Tenant Svcs Employee Benefits - Other	8,330.59	0.00	-8,330.59	N/A
9230090 Tenant Svcs Employee Benefit - WC	10,457.38	24,043.80	13,586.42	56.51
9239000 TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	70,061.48	97,173.72	27,112.24	27.90
9240005 TENANT SERVICES				
9240020 Tenant Service Activities - Contracts and O/S Services	222,099.57	299,208.00	77,108.43	25.77
9240050 Tenant/Social Sevices - Other	5,166.64	0.00	-5,166.64	N/A
9249000 TOTAL TENANT SERVICES	227,266.21	299,208.00	71,941.79	24.04
9300000 UTILITIES				

Budget Comparison (with PTD)

Period = Jul 2020-Jun 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9310000 Water	277,744.05	265,015.96	-12,728.09	-4.80
9320000 Electricity	117,617.22	142,549.04	24,931.82	17.49
9330000 Gas	18,066.51	49,959.96	31,893.45	63.84
9380010 Sewer (See Sewer Passthrough Charge Above)	111,869.68	302,661.04	190,791.36	63.04
9380020 Garbage	470,233.58	448,333.92	-21,899.66	-4.88
9380030 Other	75.00	440,160.68	440,085.68	99.98
9399000 TOTAL UTILITIES	995,606.04	1,648,680.60	653,074.56	39.61
9399990 MAINTENANCE				
9400000 MAINTENANCE SALARIES				
9410010 Maintenance - Salaries (1 Retirement during fiscal year)	682,853.07	736,693.00	53,839.93	7.31
9419000 TOTAL MAINTENANCE SALARIES	682,853.07	736,693.00	53,839.93	7.31
9420005 MAINTENANCE MATERIALS				
9420010 Maintenance Materials	184,268.46	261,573.00	77,304.54	29.55
9420020 Vehicle - gasoline	3,786.14	6,708.00	2,921.86	43.56
9420030 Janitorials Supplies	596.24	0.00	-596.24	N/A
9429000 TOTAL MAINTENANCE MATERIALS	188,650.84	268,281.00	79,630.16	29.68
9429005 MAINTENANCE CONTRACTS				
9429015 Maintenance Contracts - Unit Turnaround	30,943.69	52,850.80	21,907.11	41.45
9429030 Maintenance Contracts - Tree Trimming	0.00	11,009.00	11,009.00	100.00
9429040 Maintenance Contracts - Cycle Painting	1,767.07	0.00	-1,767.07	N/A
9429060 Maintenance Contracts - Floor Covering	16,889.09	80,615.36	63,726.27	79.05
9429100 Maintenance Contracts - Services	216,298.96	152,337.64	-63,961.32	-41.99
9430010 Maintenance Contracts - Painting	9,400.00	36,330.44	26,930.44	74.13
9430020 Maintenance Contracts - Plumbing	72,545.77	30,061.40	-42,484.37	-141.33
9430030 Maintenance Contracts - Landscape, Pool, Pond Maintenance	99,076.63	130,070.44	30,993.81	23.83
9430040 Maintenance Contracts - HVAC Maintenance	20,298.23	34,214.24	13,916.01	40.67
9430050 Maintenance Contracts - Hazardous Substances Testing	24,262.09	0.00	-24,262.09	N/A
9430060 Maintenance Contracts - Elevator Maintenance	39,018.85	43,881.60	4,862.75	11.08
9430070 Maintenance Contracts - Extermination	51,336.50	51,807.96	471.46	0.91
9430080 Maintenance Contracts - Electrical Maintenance	8,973.01	25,343.04	16,370.03	64.59
9430090 Maintenance Contracts - Security and Nurse Call Systems (Mostly due to NH)	122,266.82	17,904.04	-104,362.78	-582.90
9430110 Maintenance Contracts - Gutter Cleaning Services	3,916.00	12,752.64	8,836.64	69.29
9430120 Maintenance Contracts - Flooring Replmt/Cleaning Srvc	41,513.64	0.00	-41,513.64	N/A
9430130 Maintenance Contracts - Other	169,554.28	11,892.80	-157,661.48	-1,325.69
9430140 Maintenance Contracts - Vehicle Maintenance	7,618.69	7,307.40	-311.29	-4.26
9430150 Maintenance Contracts - Janitorial	187,940.64	185,234.60	-2,706.04	-1.46
9439000 TOTAL MAINTENANCE CONTRACTS	1,123,619.96	883,613.40	-240,006.56	-27.16
9450005 MAINTENANCE EMPLOYEE BENEFITS				

Budget Comparison (with PTD)

Period = Jul 2020-Jun 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9450010 Maint Employee Benefits - Medical/Dental	155,334.84	231,768.00	76,433.16	32.98
9450020 Maint Employee Benefits - PERS/PARS	56,932.31	70,564.00	13,631.69	19.32
9450030 Maint Employee Benefits - FICA	39,354.75	10,080.00	-29,274.75	-290.42
9450040 Maint Employee Benefits - SUI	1,697.76	2,569.92	872.16	33.94
9450050 Maint Employee Benefits - Life/LTD	3,609.17	6,047.00	2,437.83	40.31
9450070 Maint Employee Benefits - Uniforms/Shoes	2,895.61	24,161.96	21,266.35	88.02
9450091 Maint Employee Benefit - WC	44,783.39	32,061.00	-12,722.39	-39.68
9459000 TOTAL MAINTENANCE EMPLOYEE BENEFITS	<u>304,607.83</u>	<u>377,251.88</u>	<u>72,644.05</u>	<u>19.26</u>
9499000 TOTAL MAINTENANCE	2,299,731.70	2,265,839.28	-33,892.42	-1.50
9500000 GENERAL EXPENSES				
9500100 Interest Expense	934,198.98	1,159,098.96	224,899.98	19.40
9500160 Mortgage Financial Service Charge	58,587.14	0.00	-58,587.14	N/A
9500300 Claim's Settlement Cost (Lincoln House, net of rehab)	140,500.00	0.00	-140,500.00	N/A
9610010 Insurance - Workers Compensation	17,206.19	0.00	-17,206.19	N/A
9610020 Insurance - Liability	50,359.78	55,095.00	4,735.22	8.59
9610030 Insurance - Property	171,855.67	137,644.92	-34,210.75	-24.85
9610040 Insurance - Vehicle	6,217.42	15,861.00	9,643.58	60.80
9610060 Insurance - Other	34,944.84	15,060.00	-19,884.84	-132.04
9620010 Other General Expenses (Landlord Incentives)	35,946.00	0.00	-35,946.00	N/A
9698000 TOTAL GENERAL EXPENSES	<u>1,404,213.18</u>	<u>1,382,759.88</u>	<u>-21,453.30</u>	<u>-1.55</u>
9699000 TOTAL OPERATING EXPENSES	14,042,565.00	16,717,740.92	2,675,175.92	16.00
9700000 MOD REHAB AND SPC EXPENSES				
9700570 Rent to Owners - Bessie Coleman	200,030.00	0.00	-200,030.00	N/A
9700800 PORT-In (A/R Billings)	-381,388.00	0.00	381,388.00	N/A
9700900 TOTAL MOD REHAB AND SPC EXPENSES	<u>-181,358.00</u>	<u>0.00</u>	<u>181,358.00</u>	<u>N/A</u>
9710000 EXTRAORDINARY EXPENSES				
9710090 Pre-development Cost	7,400.00	110,468.60	103,068.60	93.30
9713001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9719000 TOTAL EXTRAORDINARY EXPENSES	<u>7,400.00</u>	<u>110,468.60</u>	<u>103,068.60</u>	<u>93.30</u>
9730001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9730010 Housing Assistance Payments - Landlords	33,769,332.00	32,297,697.00	-1,471,635.00	-4.56
9730020 Housing Assistance Payments - FSS	63,454.00	0.00	-63,454.00	N/A
9730070 Utility Allowance to Tenants	33,993.00	0.00	-33,993.00	N/A
9739000 TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	<u>33,866,779.00</u>	<u>32,297,697.00</u>	<u>-1,569,082.00</u>	<u>-4.86</u>
OPERATING EXPENSES	47,735,386	49,125,907	-1,390,521	-2.83
NET OPERATING INCOME BEFORE DEPRECIATION	<u>6,341,695</u>	<u>197,957</u>	<u>6,143,737</u>	<u>3,103.56</u>

Budget Comparison (with PTD)

Period = Jul 2020-Jun 2021

Book = Accrual

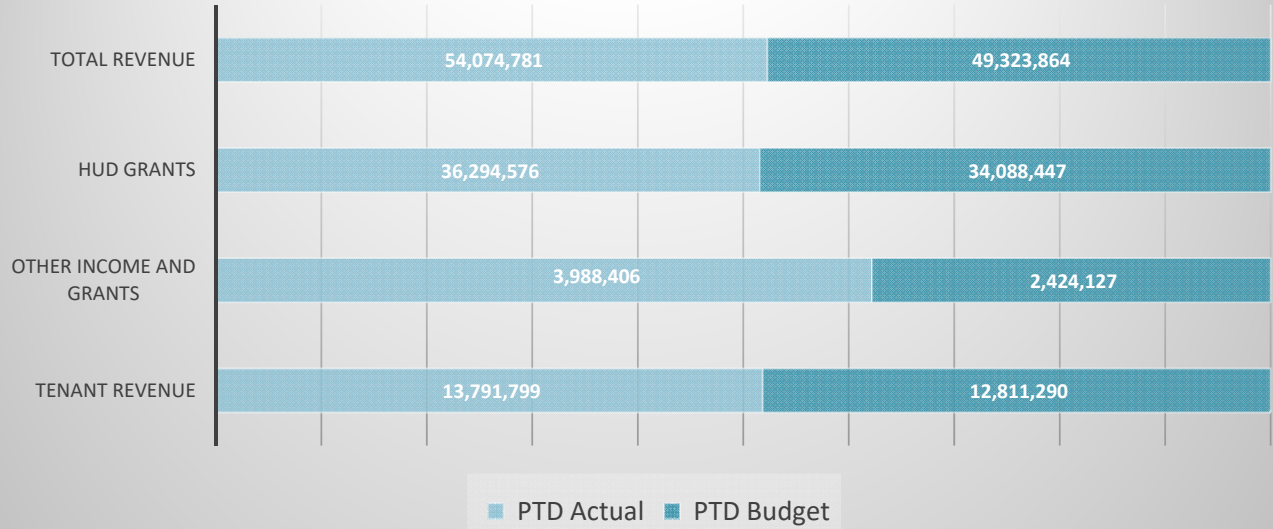
	PTD Actual	PTD Budget	Variance	% Var
9739500 OTHER EXPENSES				
9740000 Depreciation Expense	1,704,495.01	1,673,426.00	-31,069.01	-1.86
9998000 NET INCOME	4,637,199.61	-1,475,468.52	6,112,668.13	414.29

Budget Comparison (with PTD)

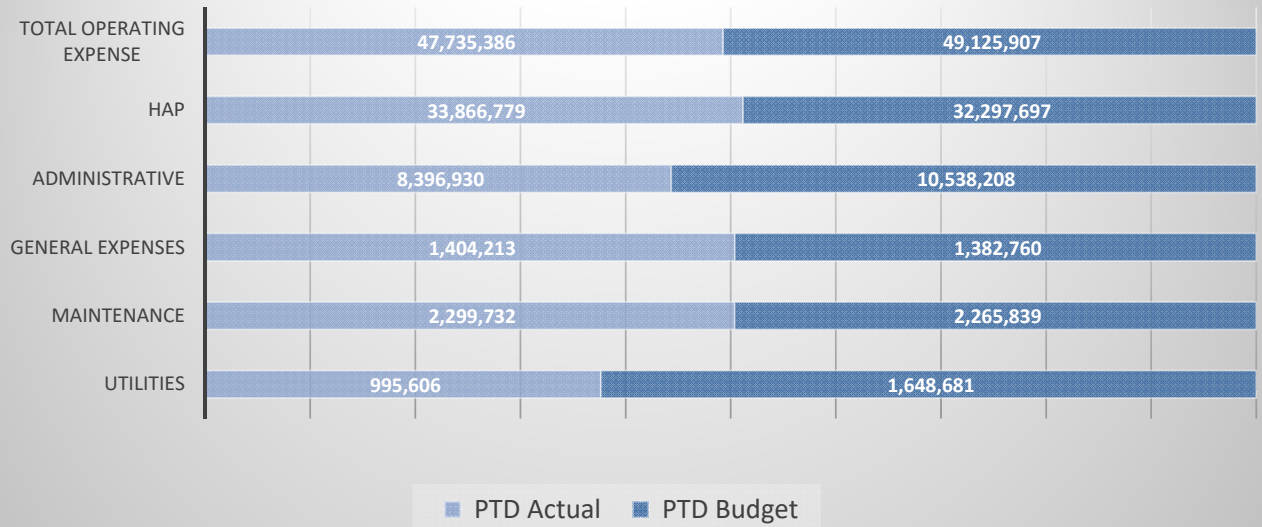
Period = Jul 2020-Jun 2021

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Lee, Controller

Date: August 18, 2021

Re: Accept the Quarterly Investment Report

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 June 30, 2021, AHA held **\$11,644,844.92** in **LAIF** (Local Agency Investment Fund). These funds are on demand and can be used for immediate needs. The prior quarter balance was **\$11,632,136.93**. Interest is posted quarterly to the account by LAIF and the 3 months of interest from April through June 2021 will be presented in the July 2021 LAIF statement.

As of June 30, 2021, AHA held **\$6,005,549.77** in **CAMP** (California Asset Management Program). These funds are on demand and can also be used for immediate needs. The prior quarter balance was **\$6,004,992.19**. Interest is posted monthly to the account by CAMP.

As of June 30, 2021, ICD held **\$13.78** in **CAMP**. The prior quarter balance was **\$13.78**. These funds are on demand and can also be used for immediate needs. Interest is posted monthly to the account by CAMP. Funds were cashed out to fund North Housing in the first quarter of 2021.



FISCAL IMPACT

AHA Balances as of June 30, 2021:

LAIF:	\$ 11,644,844.92
CAMP:	\$ 6,005,549.77
Total Investment	\$ 17,650,394.69

ICD Balances as of June 30, 2021:

CAMP:	\$ 13.78
-------	----------

The key changes in the balance for the period ending June 30, 2021 are:

Activity	AHA-LAIF	AHA-CAMP	ICD-CAMP
Beginning Balance – March 31, 2021	11,632,137	6,004,992	14
CAMP Quarterly Interest income		+558	
LAIF Quarterly Interest (paid in arrears)	+12,708		
ICD Funding - North Housing			
Ending Balance – June 30, 2021	11,644,845	6,005,550	14

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.

CEQA

N/A

RECOMMENDATION

It is recommended that the Board of Commissioners accept the Quarterly Investment Report for period ending June 30, 2021.

ATTACHMENTS

1. AHA CAMP Investment Statement - June 2021
2. ICD CAMP Investment Statement - June 2021
3. AHA LAIF Statement - June 2021

Respectfully submitted,

Janet Lee, Controller



Account Statement - Transaction Summary

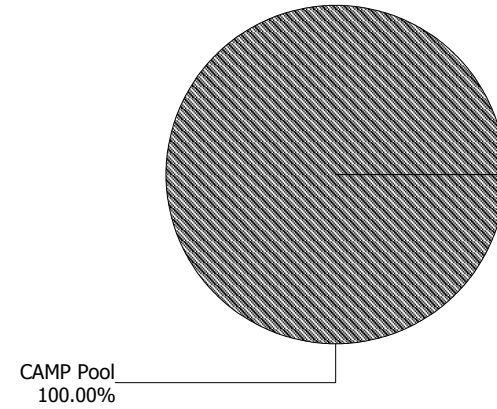
For the Month Ending **June 30, 2021**

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

CAMP Pool	
Opening Market Value	6,005,301.81
Purchases	247.96
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$6,005,549.77
Cash Dividends and Income	247.96

Asset Summary		
	June 30, 2021	May 31, 2021
CAMP Pool	6,005,549.77	6,005,301.81
Total	\$6,005,549.77	\$6,005,301.81

Asset Allocation	
CAMP Pool	100.00%





Account Statement

For the Month Ending **June 30, 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
CAMP Pool					
Opening Balance					6,005,301.81
06/30/21	07/01/21	Accrual Income Div Reinvestment - Distributions	1.00	247.96	6,005,549.77
Closing Balance					6,005,549.77

	Month of June	Fiscal YTD July-June		
Opening Balance	6,005,301.81	7,479,027.93	Closing Balance	6,005,549.77
Purchases	247.96	6,510,025.25	Average Monthly Balance	6,005,310.08
Redemptions (Excl. Checks)	0.00	(7,983,503.41)	Monthly Distribution Yield	0.05%
Check Disbursements	0.00	0.00		
Closing Balance	6,005,549.77	6,005,549.77		
Cash Dividends and Income	247.96	9,816.92		



Account Statement - Transaction Summary

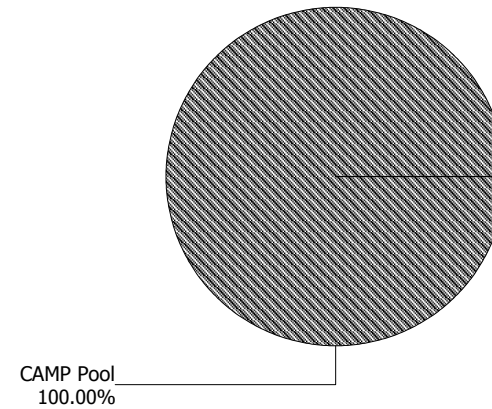
For the Month Ending **June 30, 2021**

Island City Development - Island City Development

CAMP Pool	
Opening Market Value	13.78
Purchases	0.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$13.78
Cash Dividends and Income	0.00

Asset Summary		
	June 30, 2021	May 31, 2021
CAMP Pool	13.78	13.78
Total	\$13.78	\$13.78

Asset Allocation	
CAMP Pool	100.00%





Account Statement

For the Month Ending **June 30, 2021**

Island City Development - Island City Development

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					13.78
Closing Balance					13.78

	Month of June	Fiscal YTD January-June		
Opening Balance	13.78	1,141,144.44	Closing Balance	13.78
Purchases	0.00	163.15	Average Monthly Balance	13.78
Redemptions (Excl. Checks)	0.00	(1,141,293.81)	Monthly Distribution Yield	0.05%
Check Disbursements	0.00	0.00		
Closing Balance	13.78	13.78		
Cash Dividends and Income	0.00	163.15		

California State Treasurer *Fiona Ma, CPA*



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

July 06, 2021

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

ALAMEDA HOUSING AUTHORITY

EXECUTIVE DIRECTOR
701 ATLANTIC AVENUE
ALAMEDA, CA 94501

[Tran Type Definitions](#)

//

June 2021 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	11,644,844.92
Total Withdrawal:	0.00	Ending Balance:	11,644,844.92



**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: Cheley Quiambao, Asset Manager
Date: August 18, 2021
Re: Accept Quarterly Asset Management Report for Q2

BACKGROUND

This memo provides an overview of the Quarterly Financials for the Low-Income Housing Tax Credit (LIHTC) Partnership Properties through June 30, 2021, prepared by Asset Management.

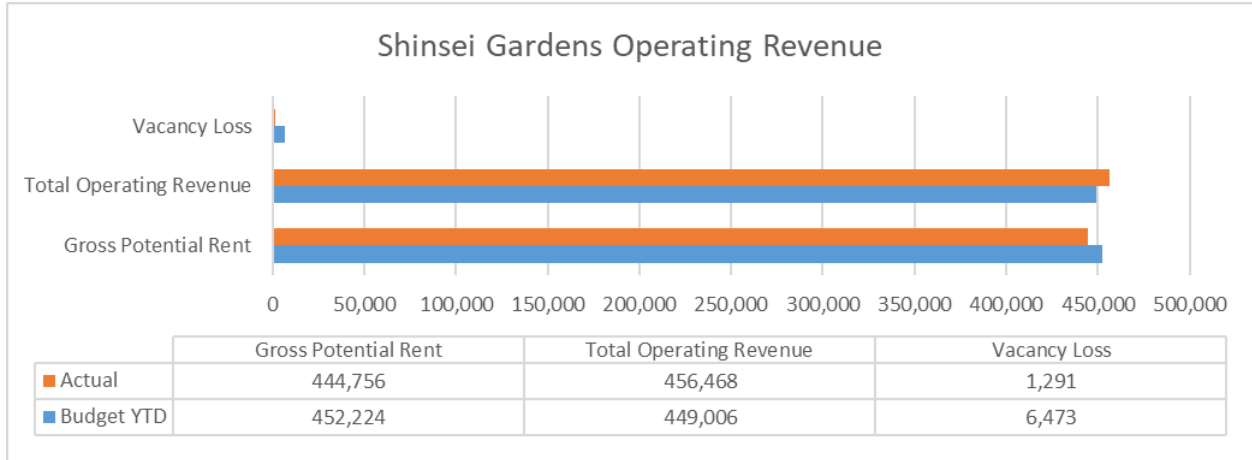
DISCUSSION

Shinsei Gardens

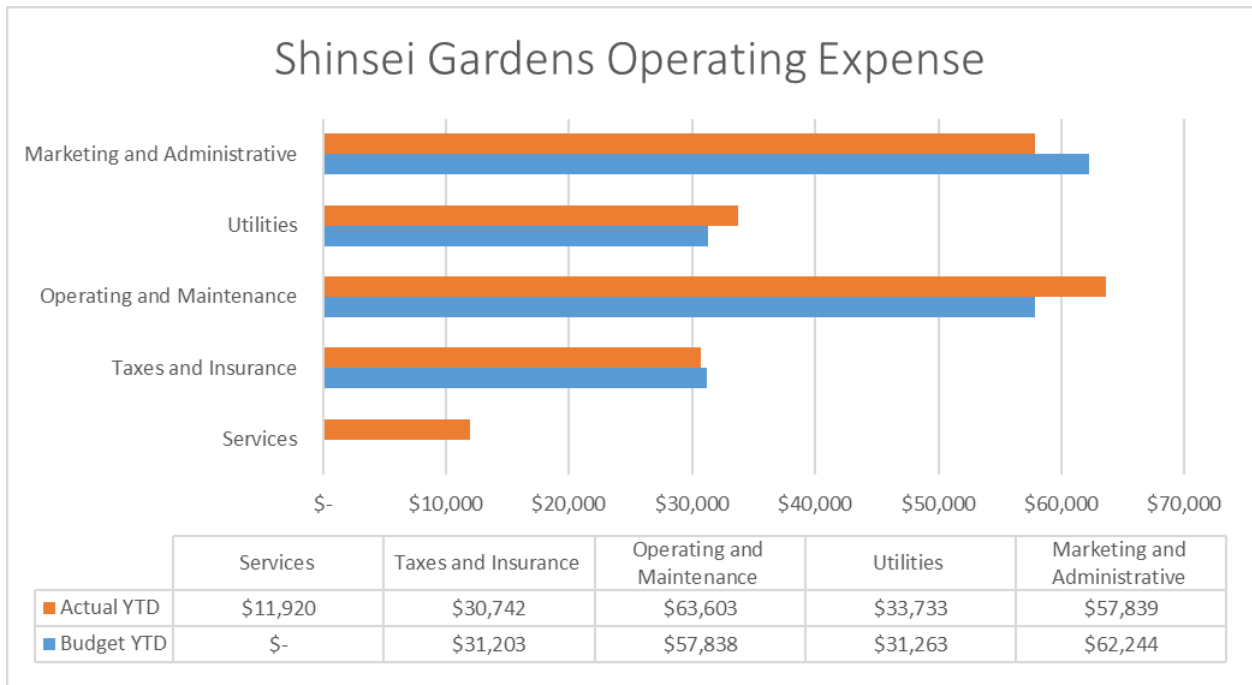
Shinsei Gardens is a 39-unit Low Income Housing Tax Credit (LIHTC) development for families. Resources for Community Development (RCD) is the GP and AHA is the land-owner. John Stewart Company (JSCo) provides property management services.

Operating Revenue: Year to date, Shinsei Gardens' operating revenue is 2% higher than budget. Though gross potential rent (GPR) is 2% lower than budget, vacancy loss is also lower, netting to \$1,291.





Operating Expense: Year to date, Shinsei Gardens’ operating expense is 8% higher than budget. This is largely due to insurance billing adjustment, utilities, and unit appliances. Resident Services was not budgeted in 2021, though the property has been providing services as evidenced in the 2020 and 2019 audit. Though operating expenses are higher than budget, the property cash flows to pay mandatory fees, deposit reserve requirements, and is expected to cash flow at yearend.

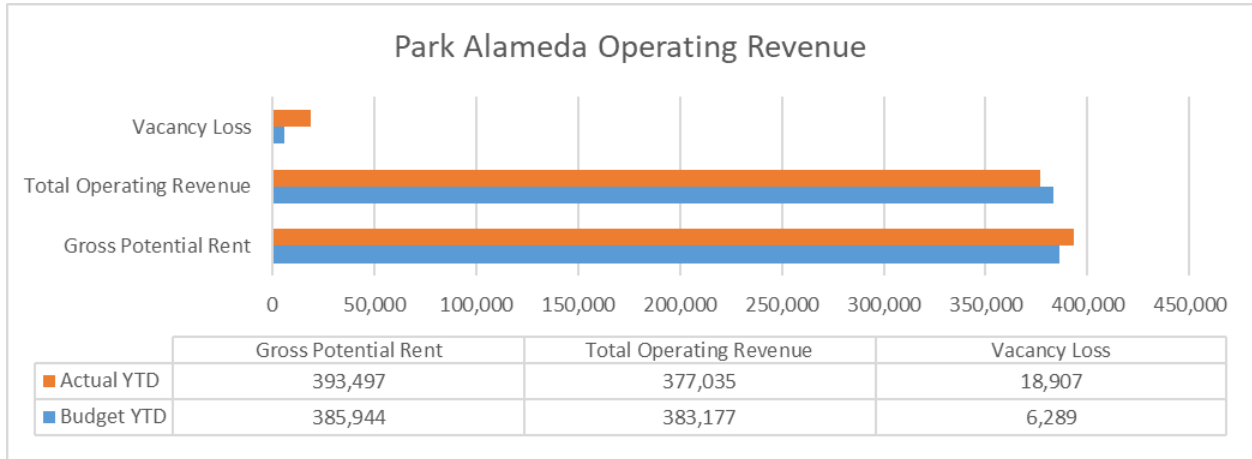


Total Operating Income: Year to date, Shinsei Gardens’ operating income produces positive cash flow. The property is able to pay mandatory fees, deposit reserve requirements, and is expected to have residual receipts for distribution.

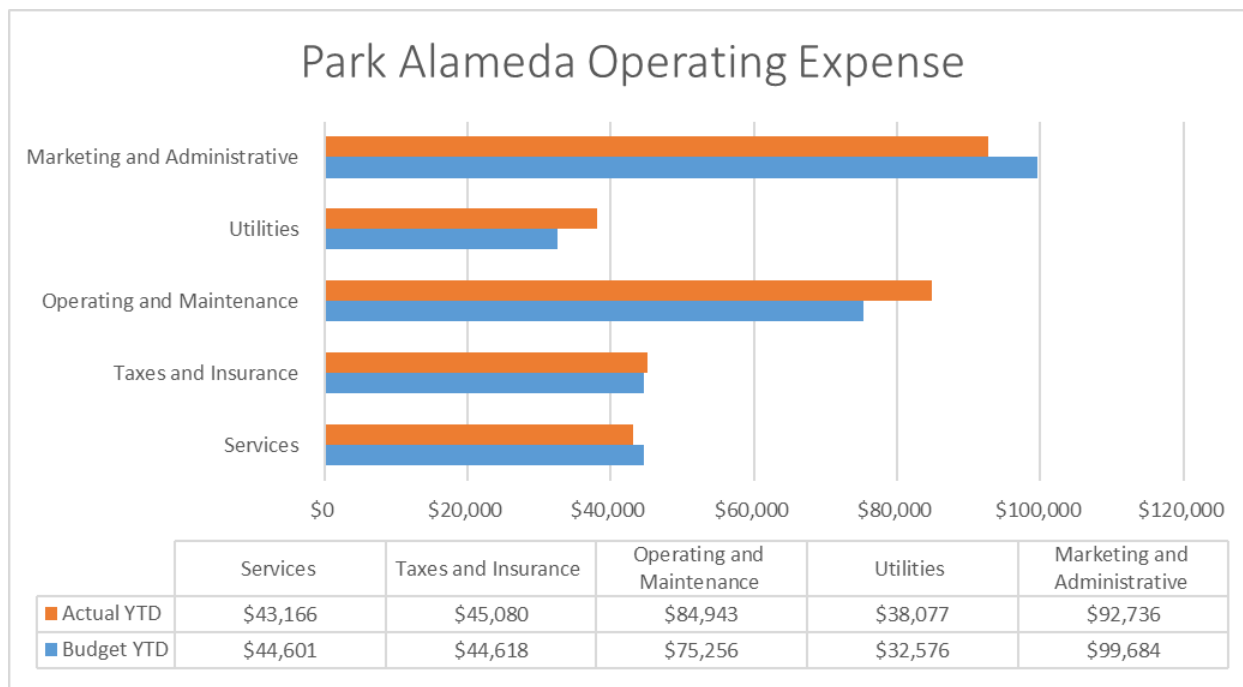
Park Alameda

Park Alameda is a 62-unit Low Income Housing Tax Credit (LIHTC) development for families. Resources for Community Development (RCD) is the managing Co-GP and ICD is the Co-GP. John Stewart Company (JSCo) provides property management services.

Operating Revenue: Year to date, Park Alameda’s operating revenue is 2% lower than budget and vacancy loss is higher than budget. GPR is 2% higher than anticipated.



Operating Expense: Year to date, Park Alameda’s operating expense is 2% higher than budget. This is largely due to utilities, unit appliances, unit repairs. Though operating expenses are higher than budget, the property cash flows to pay mandatory fees, deposit reserve requirements, and the property is expected to cash flow at yearend.

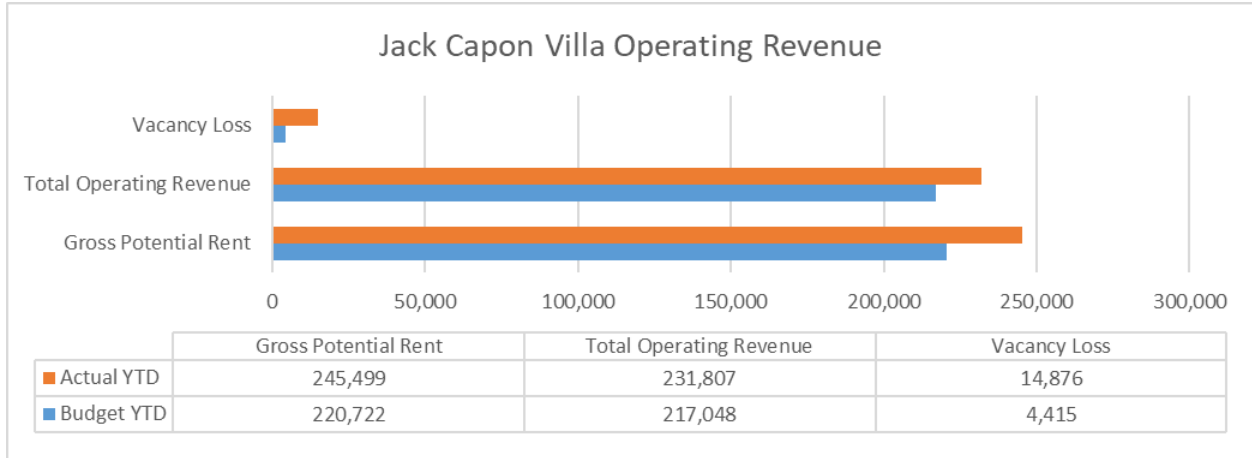


Total Operating Income: Year to date, Park Alameda’s operating income produces positive cash flow. The property is able to pay mandatory fees, deposit reserve requirements, and is expected to have residual receipts for distribution.

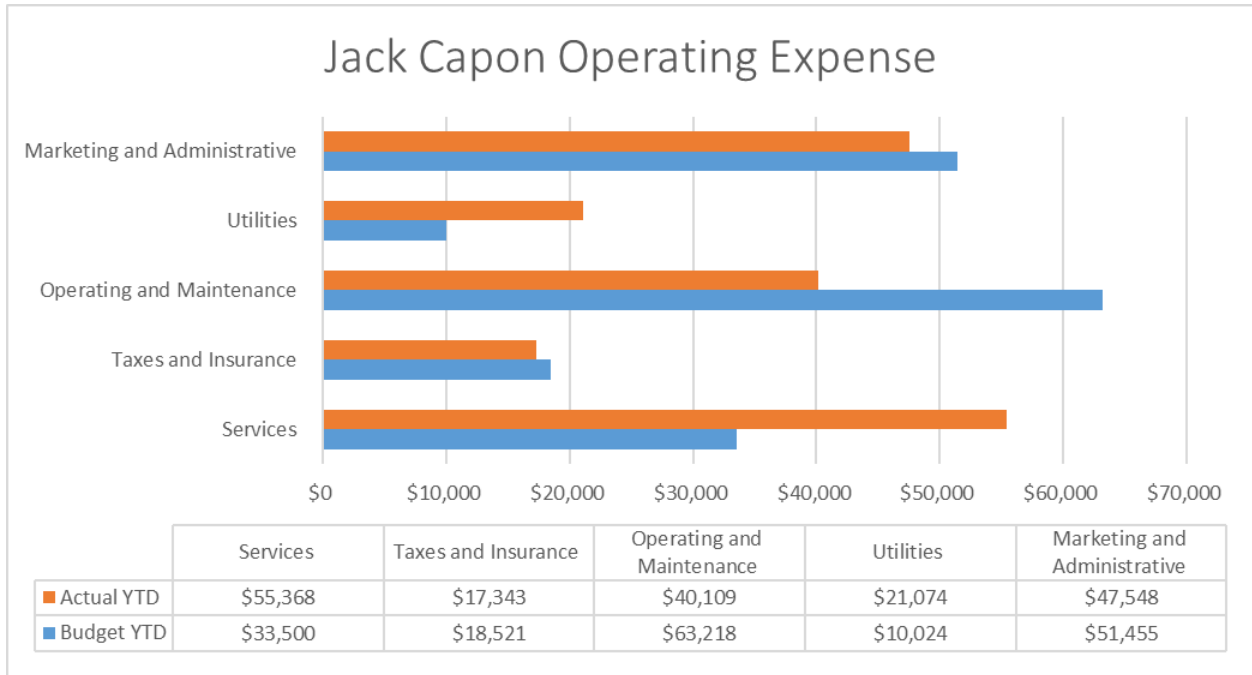
Jack Capon Villa

Jack Capon Villa is a 19-unit Low Income Housing Tax Credit (LIHTC) development for Persons with Developmental Disabilities. Satellite Affordable Housing Associates (SAHA) is the managing Co-GP and AHA is the Co-GP. SAHA Property Management provides property management services.

Operating Revenue: Year to date, Jack Capon Villa’s operating revenue is 7% higher than budget. Though GPR is 11% higher than budget, vacancy loss is higher, netting to \$14,876.



Operating Expense: Year to date, Jack Capon Villa’s operating expense is 3% higher than budget. This is largely due to utilities and resident services. Resident Services was erroneously booked twice. This will be adjusted accordingly in the next financial reporting. Though operating expenses are higher than budget, the property cash flows to pay for debt service, deposit reserve requirements, are expected to cash flow at yearend.

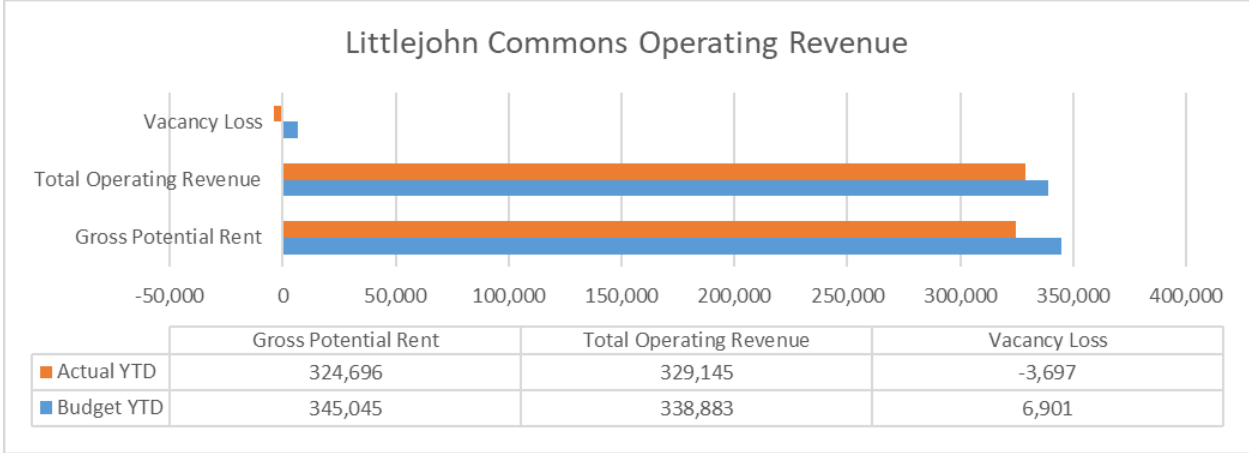


Total Operating Income: Year to date, Jack Capon Villa’s operating income produces positive cash flow. The property is able to pay debt service, deposit reserve requirements, and is expected to have residual receipts for distribution.

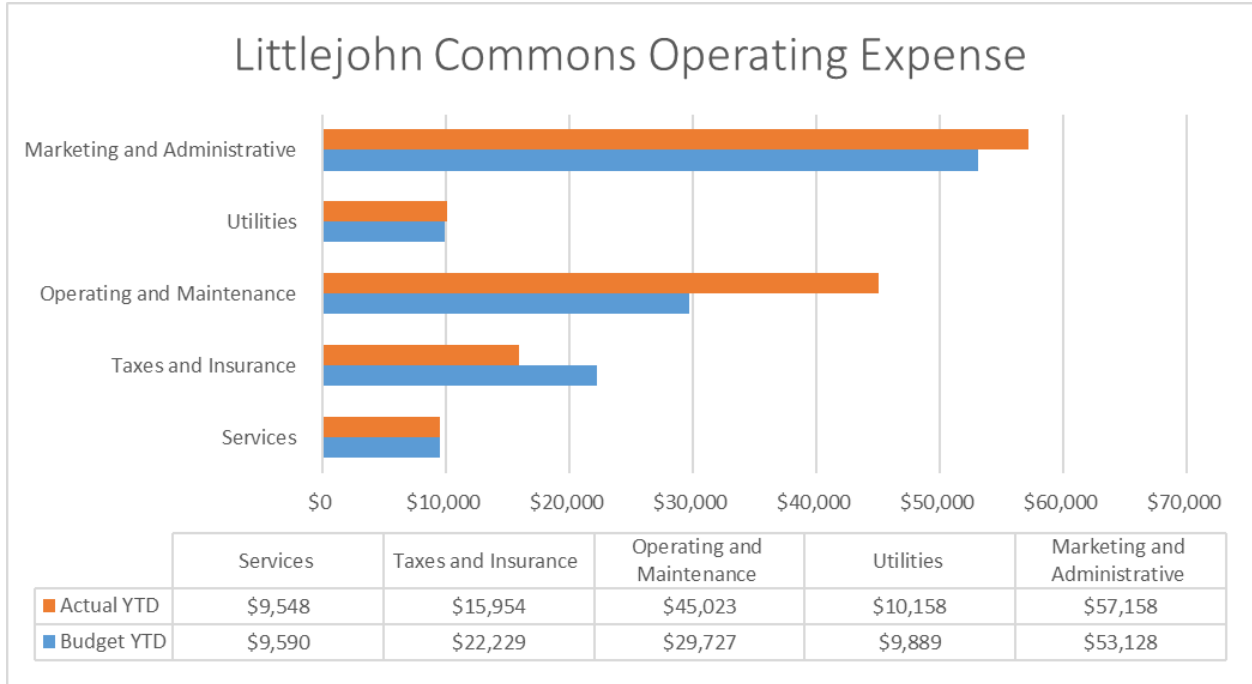
Littlejohn Commons

Littlejohn Commons is a 31-unit Low Income Housing Tax Credit (LIHTC) development for Seniors. ICD is the GP. John Stewart Company (JSCo) provides property management services.

Operating Revenue: Year to date. Little John Commons’ operating revenue is 3% lower than the budget. Though GPR is 6% lower than budget, the property received reimbursement for previous vacancies netting to \$3,967. Rent revenue is expected to increase when rent increases are implemented in August 2021.



Operating Expense: Year to date, Little John Commons’ operating expense is 11% higher than budget. This is largely due to elevator maintenance, fire protection, utilities, unit repairs. Though operating expenses are higher than budget, property cash flows to pay mandatory debt service, deposit reserve requirements, and is expected to cash flow at year end.

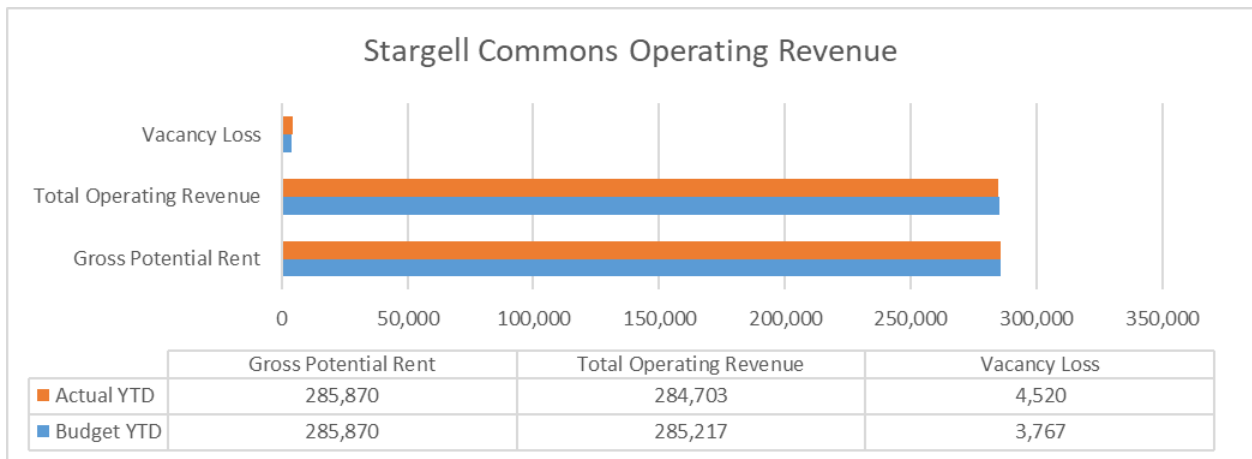


Total Operating Income: Year to date, Littlejohn Commons’ operating income produces positive cash flow. The property is able to pay mandatory debt service, deposit reserve requirements, and is expected to have residual receipts for distribution.

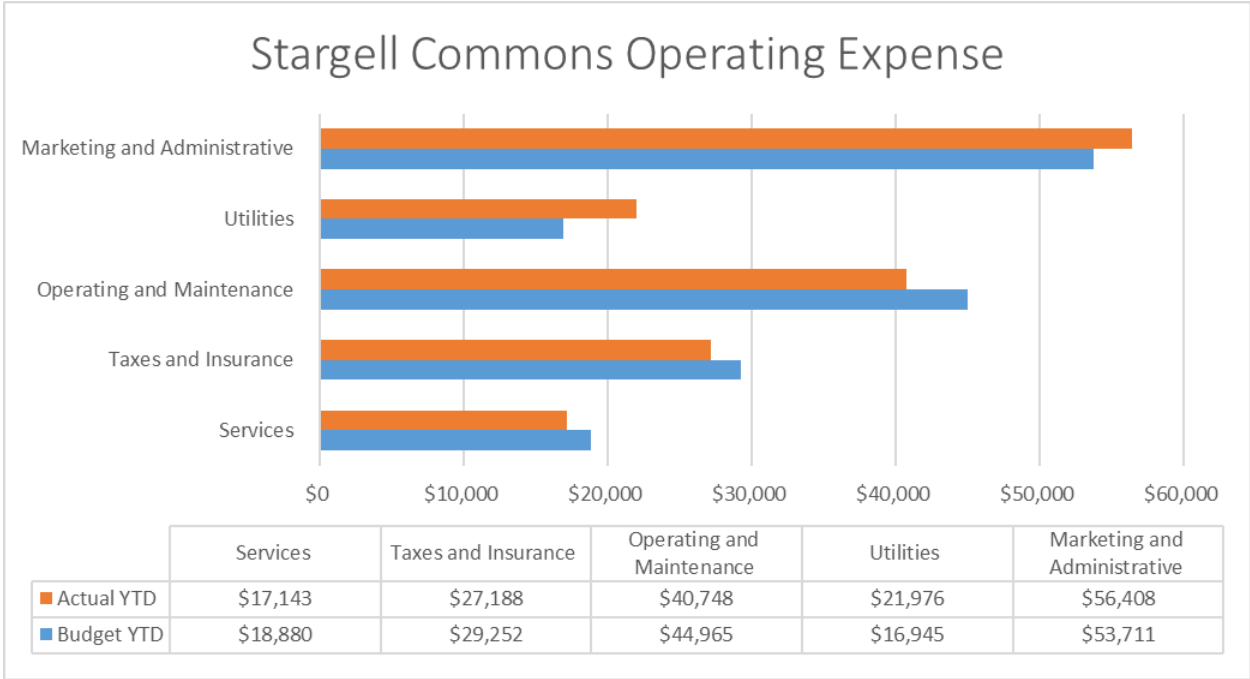
Stargell Commons

Stargell Commons is a 32-unit Low Income Housing Tax Credit (LIHTC) development for families. Resources for Community Development (RCD) is the GP and ICD is the Sp-LP. John Stewart Company (JSCo) provides property management services.

Operating Revenue: Year to date, Stargell Commons’ operating revenue is less than 1% lower than budget. GPR is equal to the budget.



Operating Expense: Year to date, Stargell Commons’ total operating expense is less than 1% lower than budget. Categories higher than budget are largely due to marketing, administrative, and utilities. Property is filling its first vacancy and did not have historical data for the budget then. The property’s lender, Wells Fargo Bank, requires an open account with them, and the monthly bank fee is \$650. The property cash flows to pay mandatory debt service, deposit reserve requirements, and is expected to cash flow at year end.

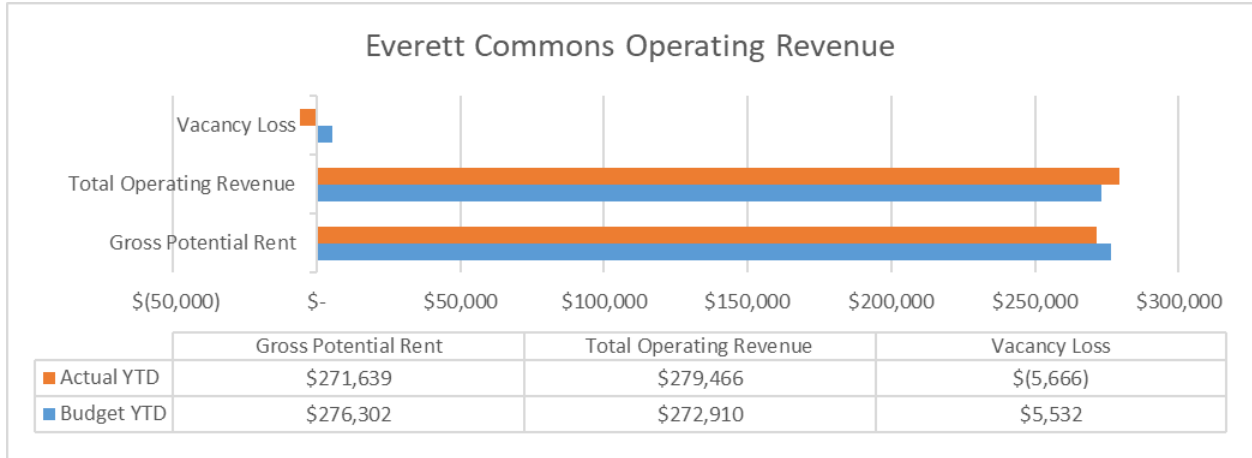


Total Operating Income: Year to date, Stargell Commons’ operating income produces positive cash flow. The property is able to pay mandatory debt service, deposit reserve requirements, and is expected to have residual receipts for distribution.

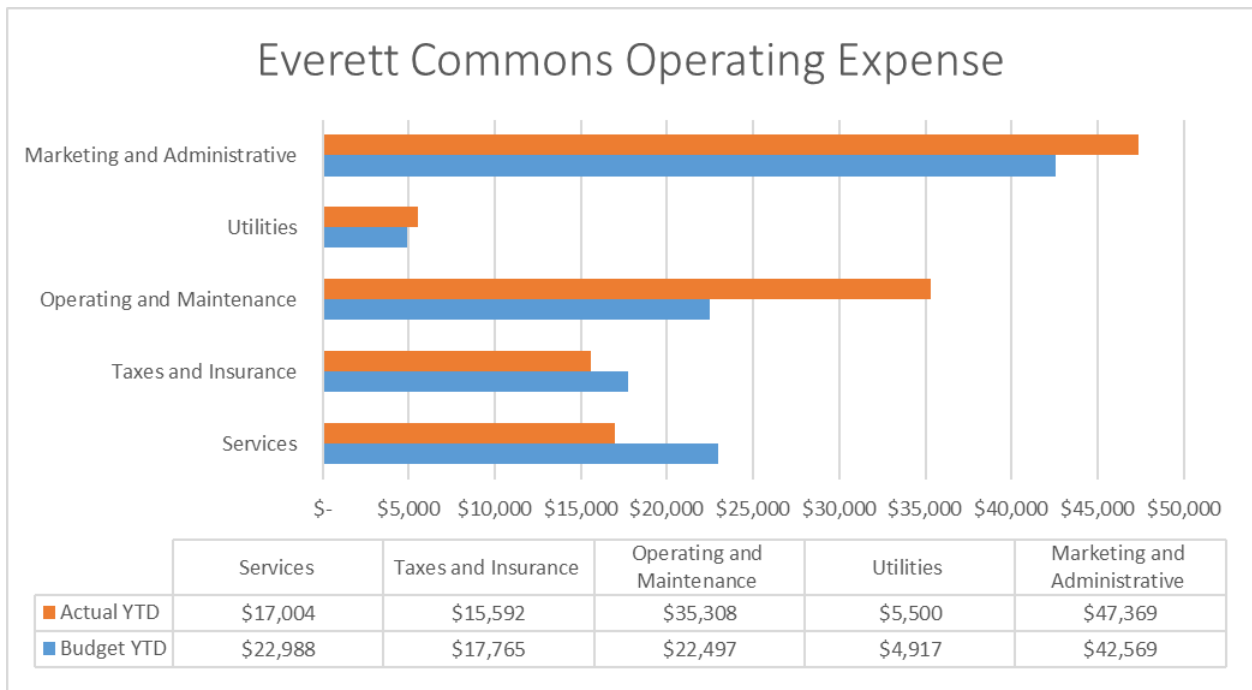
Everett Commons

Everett Commons is a 20-unit Low Income Housing Tax Credit (LIHTC) development project for families. ICD is the GP. J John Stewart Company (JSCo) provides property management services.

Operating Revenue: Year to date, Everett Commons’ operating revenue is 2% higher than budget. Though GPR is 2% lower than budget, the property received reimbursement for previous vacancies netting to \$5,666. Property is anticipated to balance by the end of the year.

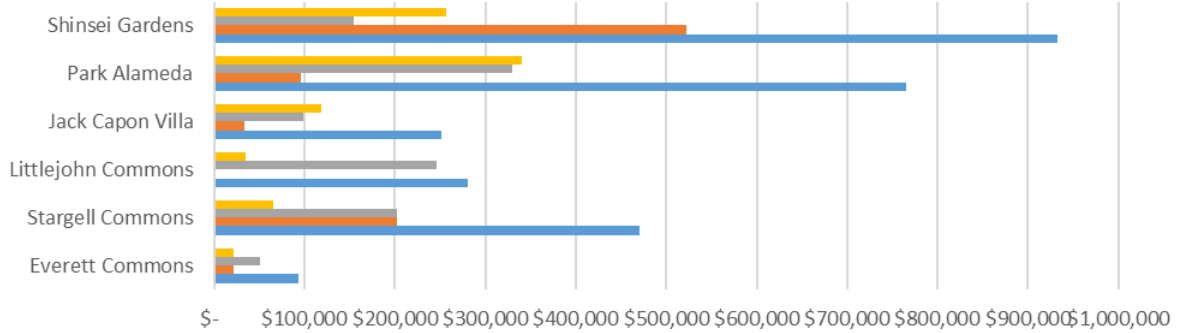


Operating Expense: Year to date, Everett Commons' operating expense is 9% higher than budget. This is largely due to office equipment upgrades, legal expenses, utilities, unit plumbing repairs. Though operating expenses are higher than budget, the property cash flows to pay mandatory debt service, deposit reserve requirements, and is expected to cash flow at year end.



Total Operating Income: Year to date, Everett Commons' operating income produces positive cash flow. The property is able to pay mandatory debt service, deposit reserve requirements, and is expected to have residual receipts for distribution.

Reserve Balances as of 06/30/21



	Everett Commons	Stargell Commons	Littlejohn Commons	Jack Capon Villa	Park Alameda	Shinsei Gardens
■ Replacement Reserve	\$22,000	\$65,737	\$34,876	\$118,306	\$340,338	\$256,115
■ Operating Reserve	\$50,081	\$201,843	\$245,668	\$98,679	\$328,934	\$154,182
■ Other Reserve	\$21,435	\$202,562	\$-	\$33,954	\$96,319	\$522,763
■ Total Reserve	\$93,516	\$470,142	\$280,544	\$250,939	\$765,591	\$933,060

FISCAL IMPACT

None

CEQA

N/A

RECOMMENDATION

Accept Quarterly Asset Management Report for Q2.

ATTACHMENTS

None

Respectfully submitted,

Cheley Quiambao

Cheley Quiambao, Asset Manager



**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: Vanessa Cooper, Executive Director

Date: August 18, 2021

Re: Ratify a two-year Lease with two one-year extensions effective April 1, 2021 for approximately 2266 square feet of Office Space at South Shore Shopping Center

BACKGROUND

Early in the pandemic, staff identified the need for additional office space to ensure adequate distancing and to allow staffing to the maximum budgeted FTEs. Staff presented proposals to the Board in late 2020 and the Board authorized staff to move forward with a license and lease at Southshore Shopping Center. This space has been operational since January 2021 and a two-year lease is now in place with two one-year renewal options.

DISCUSSION

This item is for ratification only.

FISCAL IMPACT

The cost of the lease is already budgeted for in the current budget and will be budgeted in future years.

CEQA

N/A

RECOMMENDATION

Ratify a two-year Lease with two one-year extensions effective April 1, 2021 for approximately 2266 square feet of Office Space at South Shore Shopping Center.

ATTACHMENTS

1. FNL 824-110E Housing Authority Lease DocuSign



Respectfully submitted,



Vanessa Cooper, Executive Director

SOUTH SHORE CENTER
SHOPPING CENTER LEASE

BY AND BETWEEN

MGP XII SOUTH SHORE CENTER, LLC,
a Delaware limited liability company

(“Landlord”)

and

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

(“Tenant”)

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The following exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A - Shopping Center Legal Description
- Exhibit B - Site Plan
- Exhibit C - Construction Obligations
- Exhibit D - Sign Criteria
- Exhibit E – Intentionally Omitted
- Exhibit F – Intentionally Omitted
- Exhibit G - Tenant Estoppel Certificate
- Exhibit H - Rules and Regulations

LEASE SUMMARY

This Lease Summary is attached to and incorporated into that certain Lease between Landlord and Tenant as defined below. For purposes of the attached Lease, the following terms shall have the following meanings:

Effective Date of Lease:	April 1, 2021
Shopping Center:	South Shore Center
Landlord:	MGP XII South Shore Center, LLC, a Delaware limited liability company
Landlord's Notice Address:	MGP XII South Shore Center, LLC c/o Merlone Geier Partners 425 California Street, 10th Floor San Francisco, California 94104-2113 Attn: Lease Administration, Unit #824-110E Telephone: (415) 693-9000
Tenant:	Housing Authority of the City of Alameda, a public body corporate and politic
Tenant's Notice Address:	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, California 94501 Attn: Vanessa Cooper, Executive Director Telephone: (510) 747-4300
Tenant Email for Execution (Section 33.16):	Vanessa Cooper, Executive Director vcooper@alamedahsg.org
Guarantor:	None.
Guarantor's Address:	Not applicable.
Tenant's Trade Name: (Section 8.1)	Housing Authority of the City of Alameda
Permitted Use: (Section 8.1)	The Premises shall be used solely for office space related to the operation of the Housing Authority of the City of Alameda, a public body corporate and politic, and for no other purpose.
Premises Address:	2217 South Shore Center, Suite 250 Alameda, California 94501
MGP Unit:	Unit #824-110E.
Floor Area of Premises: (Article 1)	Approximately 2,266 s.f.
Initial Term: (Section 2.1)	Twenty-four (24) full calendar months after the Rental Commencement Date.

Option Period(s): (Section 2.3)	Two (2) consecutive periods of twelve (12) full calendar months each.										
Term Commencement Date: (Section 2.1)	April 1, 2021. Tenant is in possession of the Premises as of the Effective Date of Lease pursuant to that certain License Agreement for the Premises between Landlord and Tenant dated January 19, 2021 (the “ License Agreement ”).										
Rental Commencement Date: (Section 3.1)	April 1, 2021. For purposes of clarity, the Effective Date of Lease, the Term Commencement Date and the Rental Commencement Date are the same date.										
Minimum Rent: (Section 3.1 & 3.4)	<table border="0"> <thead> <tr> <th style="text-align: left;"><u>Months</u></th> <th style="text-align: right;"><u>Per Month</u></th> </tr> </thead> <tbody> <tr> <td>Rental Commencement Date to end of first Lease Year described in Section 2.2:</td> <td style="text-align: right;">\$5,813.17</td> </tr> <tr> <td>Second (2nd) Lease Year:</td> <td style="text-align: right;">\$5,813.17</td> </tr> <tr> <td>1st Option) Third (3rd) Lease Year:</td> <td style="text-align: right;">\$6,798.00</td> </tr> <tr> <td>(2nd Option) Fourth (4th) Lease Year:</td> <td style="text-align: right;">\$6,798.00</td> </tr> </tbody> </table> <p>Since Tenant is paying Landlord the Base License Fee under the License Agreement which is the same amount as the Minimum Rent due under this Lease, Tenant shall not be required to prepay any Minimum Rent to Landlord upon Tenant’s execution of this Lease.</p>	<u>Months</u>	<u>Per Month</u>	Rental Commencement Date to end of first Lease Year described in Section 2.2:	\$5,813.17	Second (2nd) Lease Year:	\$5,813.17	1 st Option) Third (3rd) Lease Year:	\$6,798.00	(2 nd Option) Fourth (4th) Lease Year:	\$6,798.00
<u>Months</u>	<u>Per Month</u>										
Rental Commencement Date to end of first Lease Year described in Section 2.2:	\$5,813.17										
Second (2nd) Lease Year:	\$5,813.17										
1 st Option) Third (3rd) Lease Year:	\$6,798.00										
(2 nd Option) Fourth (4th) Lease Year:	\$6,798.00										
Percentage Rent: (Section 3.2)	None.										
Security Deposit: (Section 3.3)	\$5,813.17 due and payable upon Tenant’s execution of this Lease; provided, however, since Landlord is holding a security deposit of \$5,813.17 from Licensee under the License Agreement, the parties agree that Landlord shall retain such deposit for purposes of the Security Deposit in lieu of Tenant delivering a separate security deposit to Landlord.										
Construction Allowance: (Exhibit “C” Section 1.2)	None.										
Minimum Business Hours:	Monday – Friday: 7:00 a.m. – 7:00 p.m.										
New Locations: (Section 8.6)	Not applicable.										

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE (“**Lease**”) is made and entered into as of April 1, 2021, (the “**Effective Date**”), by and between MGP XII South Shore Center, LLC, a Delaware limited liability company (“**Landlord**”), and Housing Authority of the City of Alameda, a public body corporate and politic (“**Tenant**”).

1. PREMISES.

1.1 Premises. In consideration of the mutual promises, covenants and conditions herein set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises located in the Shopping Center, as both are described in the Lease Summary, which Premises are deemed to contain the number of square feet of floor area set forth in the Lease Summary and are shown on Exhibit “B” hereto. The portions of the Shopping Center currently owned by Landlord are legally described in Exhibit “A” attached hereto. Tenant acknowledges that Exhibit “B” may not remain as shown and Landlord may relocate, increase, reduce or otherwise change the number, dimensions, or locations of buildings, parking areas, drives, exits, entrances, walks and other Common Area of the Shopping Center as may be necessary or desirable in Landlord’s sole judgment, or in the event changes to the layout of the Shopping Center need to be made to accommodate the redevelopment of portions of the Shopping Center or the redevelopment and/or renovation of other tenants’ spaces at the Shopping Center, or otherwise. Furthermore, Tenant acknowledges that any such redevelopment, if and when it may occur, may involve barricading, materials storage, noise, dust, vibration, scaffolding, demolition, structural alterations, the presence of workmen and equipment, rearrangement of parking areas, common areas, roadways and lighting facilities, redirection of vehicular and pedestrian traffic, and other inconveniences typically associated with construction. Tenant hereby agrees that the exercise by Landlord of any such rights herein reserved shall not entitle Licensee to any compensation from Landlord for any inconvenience occasioned thereby.

1.2 Reservation. Landlord reserves the right to use the exterior walls, floor, roof and plenum in, above and below the Premises for the repair, maintenance, use and replacement of pipes, ducts, utility lines and systems, structural elements serving the Shopping Center and for such other purposes as Landlord deems necessary. In exercising its rights reserved herein, Landlord shall not unreasonably interfere with the operation of Tenant’s business on the Premises.

1.3 Floor Area. The term “**floor area**”, as used in this Lease, shall mean all areas designated by Landlord for the exclusive use of a tenant measured from the exterior surface of exterior walls (and extensions, in the case of openings) and from the center of interior demising walls, and shall include, but not be limited to, restrooms, mezzanines, warehouse or storage areas, clerical or office areas and employee areas; provided, however, that the following areas shall not be included in such calculations: (i) space attributable to any multi-deck, platform, rack or other multi-level system used solely for the storage of merchandise which is located vertically above ground floor; (ii) balcony, subterranean, basement or mezzanine space not utilized for retail sales area; (iii) outdoor sales and seating areas; and (iv) office space for Landlord’s onsite personnel.

2. TERM.

2.1 Term. The Initial Term and all obligations under this Lease shall commence upon the Term Commencement Date. The Initial Term shall be for the period set forth in the Lease Summary, commencing on the Term Commencement Date and terminating on the last day of the last month of the Term. “**Lease Term**” or “**Term**” shall mean the Initial Term and any exercised Option Period. Tenant is in possession of the Premises as of the Term Commencement Date. Tenant accepted possession of the Premises in its “as is” condition, without representation or warranty by Landlord, under the License Agreement. Consequently, Landlord has no obligation with respect to construction within or about the Premises or the Shopping Center and there is no so-called “Landlord’s Work”. Since Tenant is in possession of the Premises as of the Effective Date of Lease, there is no so called “Tenant’s Work” to be performed. Upon the full execution and delivery of this Lease, the License Agreement shall be deemed to have terminated, retroactively, as of March 31, 2021, without further action of Landlord (Licensor) and Tenant (Licensee).

2.2 Lease Year. For the purpose of this Lease and the anniversary dates for rental adjustments, the first “**Lease Year**” shall begin on the Term Commencement Date and shall expire on the last day of the month that is twelve (12) full calendar months following the Rental Commencement Date. For the purposes of the remainder of the Term, “**Lease Year**” shall mean each consecutive twelve (12) month period following the first Lease Year.

2.3 Option Periods. Provided that (i) Tenant is not in default at the time Tenant exercises its Extension Option described below, (ii) Tenant is in actual, physical possession of the Premises, and (iii) Tenant is using the entire Premises as contemplated by this Lease, Tenant may extend the Lease Term for the number of Option Periods set forth in the Lease Summary (the “**Extension Option(s)**”) by giving notice of exercise thereof (“**Option Notice**”) to Landlord at least ninety (90) days, but not more than three hundred sixty-five (365) days, before the date the then Lease Term would otherwise expire. If Tenant is in default on the date of giving an Option Notice, at Landlord’s option, such Option Notice shall be null and void; and if Tenant is in default on the date the Option Period is to commence, at Landlord’s option, such Option Period shall not commence and this Lease shall expire at the end of the then Lease Term. The Extension Options shall be personal to the Tenant executing this Lease and may not be transferred or assigned. All of the terms and conditions of this Lease (except the foregoing Extension Option, any rental concession, construction allowance or other concession previously granted to Tenant) shall apply to the Option Period so far as applicable with Minimum Rent adjusted in accordance with the Lease Summary.

3. RENT, SECURITY DEPOSIT, AND OPTION RENT.

3.1 Rental Payment. Tenant shall pay to Landlord the Minimum Rent set forth in the Lease Summary in advance in equal monthly installments on or before the first day of each and every month of the Lease Term from and after the Rental Commencement Date. Minimum Rent for any period during the Term, which is for less than a full calendar month, shall be prorated based on the number of actual days in the month. Minimum Rent adjustments set forth herein shall occur on the first (1st) day of the applicable Lease Year set forth in the Lease Summary above. All Rent shall be payable without demand, deduction or offset, except as expressly otherwise provided in this Lease, to Landlord at the address stated in the Lease Summary, or to

such other persons or at such other places and in such manner as Landlord may designate in writing. References in this Lease to “**Additional Rent**” or “**additional rent**” shall mean all monetary amounts owing from Tenant to Landlord other than Minimum Rent. The terms “**Rent**” and “**Rental**” shall mean all Minimum Rent and additional rent that may be due from Tenant to Landlord pursuant to this Lease. If requested by Landlord, Tenant shall pay all Rent due hereunder by electronic funds transfer (“**EFT**”). Within five (5) days after receipt of Landlord’s written request, Tenant shall furnish to Landlord all information necessary to allow Tenant to make payment by EFT. The payments hereunder are intended to qualify as rents from real property under Section 512(b)(3) of the U.S. Code and the provisions of this Lease shall be interpreted consistently with such intent.

3.2 Intentionally Omitted.

3.3 Security Deposit. Since Landlord is holding a security deposit of Five Thousand Eight Hundred Thirteen and 17/100 Dollars (\$5,813.17) from Licensee under the License Agreement, the parties agree that Landlord shall retain such deposit for purposes of the Security Deposit in lieu of Tenant delivering a separate security deposit to Landlord. If Tenant defaults in the performance of any provision hereof, Landlord may use, apply or retain any part thereof for the payment of any Rent or other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant’s default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant’s default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days of receiving written notice of said use or application, restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. Provided Tenant is not in default under this Lease, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days following the expiration or sooner termination of the Lease Term and after delivery of exclusive possession of the Premises to Landlord in the condition required by this Lease. Tenant hereby waives any and all rights with regard to the Security Deposit set forth in California Civil Code Section 1950.7, or any similar, related or successor provision of law.

3.4 Option Rent. If Tenant exercises its Extension Option(s) in accordance with the terms of Section 2.3 above, then effective the first day of each Option Period, Minimum Rent shall be increased to the amount as stated in the Lease Summary.

4. GROSS LEASE. This Lease is a gross lease. Accordingly, any provisions that purport to obligate Tenant to pay Common Area Expenses, Real Property Taxes or the costs of insurance carried by Landlord are of no force and effect.

5. COMMON AREA.

5.1 Common Area. “**Common Area**” is defined as all areas and facilities within the Shopping Center not appropriated to the exclusive occupancy of tenants, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities and all other areas for non-exclusive use in the Shopping Center which may from time to time exist. Common Area shall include the roofs and exterior walls (other than storefronts)

of buildings in the Shopping Center (provided that use of such roofs and exterior walls shall be reserved to Landlord and any designee(s) of Landlord specifically authorized to use all or any part thereof), all shared utility systems to the point of entry to any individual leased premises and all utility systems which are exterior to the buildings other than: (a) heating, ventilating and cooling system components or elements which serve individual tenants, and (b) sewer laterals to the point of junction with a common sewer line, which shall be the responsibility of individual tenant whose premises are served by such lateral.

5.2 Intentionally Omitted.

5.3 Control of the Common Area. Landlord shall have exclusive control of the Common Area and may exclude any person from use thereof except bona fide customers and service suppliers of Tenant. Landlord's rights include, without limitation, the right to (a) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters; (b) place permanent or temporary kiosks, displays, carts and stands in the Common Area and to lease same to tenants; and (c) temporarily close any portion of the Common Area for repairs, improvements or alterations, to discourage non-customer use, to prevent dedication or an easement by prescription or for any other reason deemed sufficient in Landlord's reasonable judgment. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Shopping Center, excluding the Premises, without Tenant's consent. In no event may Tenant or Tenant's agents, clients, contractors, employees or representatives park within the Tenant Protected Area depicted on **Exhibit B**. Tenant agrees to advise such parties of the foregoing restriction on parking. Tenant and its employees and invitees shall observe faithfully and comply with the rules and regulations, for the Shopping Center attached hereto as Exhibit "H", as the same may be hereafter amended or modified by Landlord from time to time by written notice to Tenant.

6. INTENTIONALLY OMITTED.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated A-/IX or better in the most recent edition of "Best's Insurance Guide" and authorized to do business in the state in which the Premises are located, Tenant's liability insurance policies under Sections 7.2 and 7.3 below shall each name Landlord and any parties designated by Landlord as additional insureds utilizing ISO Endorsement Form CO 2011 11/85 or equivalent, and Tenant's special form property coverage insurance maintained under Section 7.3 below shall name Landlord as a loss payee thereunder, as Landlord's interest may appear. Any deductible amounts under any insurance policies required hereunder shall be subject to Landlord's prior written approval. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, on or before the Term Commencement Date and thereafter at least thirty (30) days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced (and the certificate of insurance furnished by Tenant shall verify same), except after thirty (30) days prior written notice has been given to Landlord's property administrator. Tenant's liability insurance policy shall contain an endorsement stating that Tenant's coverage shall be primary insurance with respect to Landlord and its property administrator, and the officers, directors and employees of both of them,

and any insurance or self-insurance maintained by Landlord and/or its property administrator shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the Lease Term a policy of commercial general liability insurance insuring against any liability arising out of the use, occupancy, or maintenance of the Premises by Tenant or any of the Tenant Parties (as defined in Section 17.3 below) and the acts, omissions and negligence of Tenant or any of the Tenant Parties in and about the Premises and the Shopping Center. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than One Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage. After the Initial Term, as defined in the Lease Summary, Landlord shall have the right to increase the amount of insurance required hereunder to reflect changing market conditions or industry standards, provided written notice of such increase is received by Tenant prior to the first day of the first month of the Lease Year within which such increase shall apply. Tenant shall be required to institute any new insurance increases only at the commencement of an Option Period. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents and employees. Any insurance or self-insurance maintained by Landlord shall be excess of Tenant's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Tenant's coverage must be on an "occurrence" basis and may not be maintained on a "claims made" basis.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, on all of Tenant's fixtures, including tenant improvements and betterments, equipment and Personal Property (as defined in Section 9.5 below) on the Premises in an amount not less than one hundred percent (100%) of their full guaranteed replacement value, the proceeds of which shall, so long as this Lease is in effect, be used for the repair or replacement of the property so insured. Such insurance shall include loss of income, business interruption and extra expense insurance. Tenant shall maintain Worker's Compensation insurance in accordance with the laws of the state in which the Premises are located and employer's liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per employee and One Million Dollars (\$1,000,000.00) per occurrence. Tenant shall maintain plate glass insurance, sufficient to pay for the replacement of and any or all damages to exterior plate glass and storefront supports in the Premises. In the event Tenant sells or serves alcoholic beverages from the Premises, Tenant shall maintain a customary policy of liquor liability insurance with limits no less than those required above with respect to Tenant's commercial general liability insurance under Section 7.2.

7.4 Landlord's Insurance. Landlord shall keep and maintain in full force and effect, a policy of first-party property damage insurance, including special form coverage, in the amount of the full replacement value of the Premises and the Shopping Center as such value may exist from time to time (subject to such deductible and/or self-insured amounts as designated by Landlord), excluding foundations, footings and excavations. The term "**Landlord's Insurance**" shall include any and all insurance maintained by Landlord (which may include, without limitation, earthquake, terrorism, flood and/or rental loss insurance, if purchased by Landlord). If Tenant's use of the Premises increases the premium for any insurance carried by Landlord over that charged for

normal retail uses, then Tenant shall pay to Landlord, as additional rent, the full amount of such increase in premium.

7.5 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, employees or contractors) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or is required to be covered by insurance pursuant to this Lease or could have been insured against. Landlord and Tenant agree that deductibles under Tenant's insurance policies and other amounts that are self-insured by Landlord or Tenant shall be deemed covered by insurance and all claims for recovery thereof are hereby waived. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.6 Indemnification and Waiver By Tenant. To the fullest extent permitted by law and, subject to the waiver of subrogation set forth in Section 7.5, except to the extent any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord nor Landlord's employees, agents, representatives and contractors shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend, indemnify and hold Landlord and Landlord's agents, officers, directors, employees, contractors, property manager and mortgagees harmless against and from any and all third-party claims, liabilities, losses, damages, suits, reasonable costs and expenses of any kind or nature including without limitation reasonable attorneys' fees ("**Claims**") arising from or relating to (a) use of the Premises or the Common Area by Tenant or any of the Tenant Parties, or (b) any acts, omissions, negligence, or default of Tenant or any of the Tenant Parties (including, without limitation, from any holding over in the Premises following the expiration of the Term or earlier termination of this Lease), except to the extent any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 Use Defined. The Premises shall be used solely for the purposes set forth in the Lease Summary only and for no other purpose. Tenant covenants and agrees that during the Lease Term, the Premises and every part thereof shall be kept by Tenant in a clean condition, free of any objectionable noises and odors.

8.2 Intentionally Omitted.

8.3 Continuous and Full Operation. Tenant is operating for the Permitted Use from the entirety of the Premises as of the Effective Date of Lease. Tenant shall continue to operate for the Permitted Use from the entirety of the Premises throughout the Lease Term, subject to Permitted Closures.

8.4 Minimum Business Hours. Tenant shall operate from the Premises during the required Minimum Business Hours as set forth in the Lease Summary. Tenant shall have any window displays, exterior signs and exterior advertising displays adequately illuminated continuously during the Minimum Business Hours.

8.5 Conditions of Record. Landlord's title is subject to: (a) the effect of any covenants, conditions, restrictions, easements, development agreements, mortgages or deeds of trust, ground leases, rights of way and any other matters or documents of record now or hereafter recorded against Landlord's title; (b) the effects of any zoning laws of the city, county and state where the Shopping Center is situated; and (c) general and special taxes and assessments not delinquent. Tenant agrees that it will conform to and will not violate said matters of record and that this Lease is and shall be subordinate to said matters of record and any amendments or modifications thereto. After receipt of written request therefor by Tenant, Landlord shall provide copies of the aforementioned matters of record affecting Landlord's title to Tenant.

8.6 Intentionally Omitted.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to Landlord's obligations as expressly set forth in this Lease, Tenant, at its sole cost and expense, shall make all repairs and/or replacements to the Premises and shall keep at all times the Premises in good order and repair, including, without limitation, the storefront, all doors, signage, plate glass, all plumbing, fire sprinkler systems, electrical and lighting facilities and equipment within the Premises or exclusively serving the Premises, excluding the heating, ventilating and air conditioning ("HVAC") unit(s). As part of its maintenance obligations hereunder, Tenant shall keep the Premises free of mold, and any conditions that could reasonably be expected to give rise to mold on the Premises, including without limitation, observed or suspected instances of water leakage or mold growth ("**Mold Conditions**"). Tenant shall promptly repair and properly remove any Mold Conditions occurring within the Premises, and Tenant shall, at Landlord's request, provide Landlord with copies of all maintenance schedules, reports and notices prepared by, for or on behalf of Tenant concerning Mold Conditions. Subject to Section 7.5, Tenant shall also be responsible for the repair of any and all damage to the Premises and/or Shopping Center caused by any act of Tenant or any of the Tenant Parties and for any repairs necessitated by alterations, additions or improvements made by or on behalf of Tenant or any of the Tenant Parties. If Tenant fails to perform any of its obligations, Landlord may, at its option, after ten (10) days written notice to Tenant, enter the Premises and put the same in good order and repair and the cost of Landlord's work, together with an administrative fee of fifteen percent (15%) of such costs, shall become due and payable as additional rent by Tenant to Landlord.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord, at no expense to Tenant, shall keep and maintain in good condition and repair (or replace, if necessary) the Common Area and the HVAC, roof, exterior walls, structural parts and structural floor of the Premises, fire protection services (not exclusively serving the Premises), and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company). Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable to Tenant for failure to make repairs

as herein specifically required of Landlord, unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within the time periods set forth in Section 13.3 of this Lease. Tenant waives the provisions of California Civil Code Section 1942.

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom clean condition, with all of Tenant's trade fixtures, signs and personal property removed, excepting ordinary wear and tear and damage which is caused by fire or other casualty which Landlord is obligated to repair. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations.

9.4.1 As used in this Lease, "**Alterations**" shall mean any alteration, addition and/or improvement made to the Premises by Tenant or any of the Tenant Parties. Tenant shall not make any structural repairs or Alterations of the Premises or any Alterations to the exterior of Premises. Tenant shall not make any non-structural repairs or Alterations to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, except that without Landlord's prior written consent (but upon not less than ten (10) days prior written notice to Landlord), Tenant may make any repair or Alteration which (a) costs less than Five Thousand Dollars (\$5,000.00), (b) does not (i) affect the storefront of the Premises, (ii) affect the electrical, HVAC or other utility or mechanical systems serving the Premises, (iii) affect the exterior or structural walls or roof of the Premises (including roof penetrations), (iv) require architectural or structural plans or governmental permits or (v) include erection of any mezzanine or increase in the size of same, if one shall be initially constructed, and (c) does not require architectural or structural plans or governmental permits. Landlord shall have the right to enter upon the Premises to post customary notices of non-responsibility with respect to any Alterations to be performed by Tenant. All repairs and/or Alterations made by Tenant or any of the Tenant Parties (whether or not requiring Landlord's prior written consent), shall be performed in a good and workmanlike, lien-free manner, in compliance with the requirements of all applicable governmental authorities (including, without limitation, with applicable permits and approvals required therefor having been obtained by Tenant and copies thereof given to Landlord), in compliance with plans and specifications therefor which have been approved in advance by Landlord (if Landlord's consent was required for the applicable work), and in a manner so as to avoid interference with the operation of business by other occupants of the Shopping Center. Within thirty (30) days following completion of any Alterations requiring the consent of Landlord, Tenant shall deliver a set of "as built" plans and specifications reflecting the Premises as improved by such Alterations. If Tenant shall make any Alterations requiring the consent of Landlord, Tenant shall carry "Special Form – Causes of Loss" or "Builder's All Risk" insurance in an amount reasonably determined by Landlord covering the construction of such Alterations and such other insurance as Landlord may reasonably require.

9.4.2 All Alterations to be made to the Premises requiring Landlord's consent shall be under the supervision of a competent architect or competent licensed structural engineer satisfactory to Landlord and shall be made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work. Failure of Landlord to approve or disapprove any such plans and specifications within fifteen (15) days of submission

shall be deemed its disapproval of same. If Landlord does not approve Tenant's plans and specifications, Landlord shall notify Tenant in writing of Landlord's reasons for withholding such approval and Tenant may resubmit such plans and specifications. All work with respect to any Alterations must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County in which the Premises is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute. Such Alterations shall be considered as improvements and shall become an integral part of the Premises upon installation thereof and shall not be removed by Tenant. All improvements to the Premises by Tenant including, but not limited to, light fixtures, floor coverings and permanent partitions, but excluding trade fixtures and signs, shall be deemed to be the property of Landlord upon installation thereof. All materials used in any Alterations to the Premises shall be new or like new quality and condition. Any such Alterations shall be performed and done strictly in accordance with the laws and ordinances relating thereto. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct the access to the premises of any other occupant to the Shopping Center. Tenant shall furnish Landlord with a copy of all applicable construction permits and plans so that Landlord may hold in its file a complete and accurate set of permits and plans for all Alterations to the Premises.

Notwithstanding any contrary provision of this Lease, including the requirements set forth in this Section 9.4.2, Landlord hereby approves of Tenant's installation of key card, badging and/or an alarm system at the Premises.

9.5 Personal Property. Personal property, fixtures and equipment used in the conduct of Tenant's business and placed by Tenant on or in the Premises (collectively, "**Personal Property**") shall be new and consist of first quality materials, consistent with comparable stores with similar tenants typically found in other first-class shopping centers. Provided Tenant is not in default under this Lease, no such Personal Property shall become a part of the realty and may be removed by Tenant at any time. Any Personal Property belonging to Tenant shall be deemed abandoned and shall, at Landlord's option, become the property of Landlord if not removed on or before the expiration of the Term or sooner termination of this Lease; provided, however, Landlord shall have the right in all circumstances to require Tenant to remove all Personal Property from the Premises. If Tenant fails to remove all Personal Property from the Premises, Landlord may retain or remove same from the Premises and dispose of all or any portion of such property, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition together with the cost of repair of any and all damage to the Premises resulting from or caused by such removal. Tenant hereby waives any and all rights it may have under California Civil Code Sections 1980 through 1993.09 and any successor statutes. Tenant shall pay, prior to delinquency, any taxes and assessments that may be assessed or levied on or against any of Tenant's Personal Property placed on or in the Premises.

10. UTILITIES.

Tenant shall pay for all water, sewer, gas, electricity, trash and other utilities used by Tenant during the Lease Term, all of which may, at Landlord's option, be measured through meters or sub meters to be installed and maintained by Tenant; provided, if any such services are not or cannot be

separately metered or sub metered to Tenant or Tenant cannot contract for such services directly, then Tenant shall pay its proportionate share (as equitably determined by Landlord) of all charges for services or utilities jointly metered with other premises. Tenant may request back-up information from Landlord supporting Landlord's calculation of Tenant's proportionate share of any jointly metered charges or services. Landlord shall have the right at any time and from time to time during the Term to either continue to contract with the existing provider of any utility or trash service for the Premises or to contract with an alternate third party, as designated by Landlord, to provide such services. If Landlord elects to furnish any utility services to the Premises, Tenant shall purchase its requirements thereof from Landlord so long as the rates charged by Landlord (including administrative fees) are competitive with those offered directly by the local public utility. In the event that any utilities or services are furnished by Landlord, whether sub-metered or otherwise, then and in that event Tenant shall pay Landlord for such utilities or services, including a reasonable administrative charge for Landlord's supervision of such utilities or services or, alternatively, if determined by Landlord in its sole discretion, Tenant shall pay a third party designated by Landlord for such utilities or services. Except in the event Landlord provides the utility or service, Landlord shall not be liable in damages for any failure or interruption of any utility or service. No failure or interruption of any utility or service not provided by Landlord shall entitle Tenant to terminate this Lease or discontinue making payments of Minimum Rent or additional rent. Tenant agrees to reasonably cooperate with Landlord to the extent required by Landlord to comply with California Public Resources Code Section 25402.10 including, without limitation, providing or consenting to any utility company providing Tenant's energy consumption information for the Premises to Landlord.

At all times, Tenant shall keep the Premises and surrounding areas clean and free of dirt, stains, and trash. Trash generated from Tenant or any of the Tenant Parties must be transported to the Shopping Center trash collection area, as designated by Landlord. Tenant shall, at Tenant's cost, cause the removal and legal disposal of all trash, debris, packaging, and waste materials from the Premises on a daily basis. Fixtures, wood pallets, racks, and items other than soft trash are not to be placed in the trash collection area. Cardboard boxes must be broken down and placed in recycle bins designated by Landlord. If Tenant fails to provide trash disposal and cleanup per these requirements, Landlord shall have the right to cause the removal of such trash and debris or performance of appropriate clean up at Tenant's sole cost and expense. In the event that: (i) Tenant or any of the Tenant's Parties fail to dispose of trash in the manner provided herein, or (ii) Tenant or any of Tenant Parties dispose of their trash in the mall common area trash containers, Tenant may be fined Fifty Dollar (\$50.00) per occurrence. Any such fines shall be due and payable along with the Minimum Rent next coming due under this Lease.

11. MECHANIC'S LIENS.

Tenant shall keep the Premises and the Shopping Center free and clear of all mechanic's liens, stop notices, demands and claims arising from work done by or for Tenant or for persons lawfully claiming under Tenant, and Tenant shall indemnify, defend and hold harmless Landlord from and against any Claims arising from or relating to the same. If Tenant fails to remove or satisfy any mechanic's lien, stop notice or claim in connection with work performed by or on behalf of Tenant within ten (10) days after written notice by Landlord, Landlord shall have the right (but not the obligation), in addition to any other rights or remedies of Landlord, to use whatever means in its discretion it may deem appropriate to cause said claim, stop notice, or lien to be rescinded,

discharged, compromised, dismissed or removed, including, without limitation, by posting a bond. An administrative fee of One Thousand Five Hundred Dollars (\$1,500.00) plus any such sums paid by Landlord, including attorneys' fees and bond premiums, shall be immediately due and payable to Landlord by Tenant. Tenant shall immediately give Landlord notice of any claim, demand, stop notice or lien made or filed against the Premises or the Shopping Center and/or any action affecting title to the Premises or Shopping Center.

12. ASSIGNMENT AND SUBLETTING.

12.1 Landlord's Right of Consent. Tenant shall not transfer, assign, sublet, enter into any franchise, license or concession agreements, change ownership or voting control, mortgage, encumber, pledge or hypothecate all or any part of this Lease, Tenant's interest in the Premises or Tenant's business (collectively, "**Transfer**") without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, except that Landlord's consent to a proposed mortgage, encumbrance, pledge or hypothecation of this Lease or Tenant's interest in the Premises may be granted or withheld in Landlord's sole and absolute discretion. Notwithstanding the foregoing, if the Housing Authority of the City of Alameda ceases to exist and another governmental entity is assigned the obligations of the Housing Authority of the City of Alameda and such entity uses the Premises solely for office space related to performing the functions previously performed by the Housing Authority of the City of Alameda, then Landlord's prior consent to an assignment of this Lease to such entity shall not be required (any such assignment, a "**Permitted Transfer**"). Should Tenant desire to make a Transfer hereunder, except for a Permitted Transfer, Tenant shall give Landlord thirty (30) days prior written notice thereof ("**Tenant's Notice of Intent to Transfer**"), which (i) shall state that Tenant intends to Transfer this Lease as of a specific date (the "**Transfer Date**"); (ii) shall identify the proposed transferee; (iii) shall set forth all material terms and conditions of the proposed Transfer; and (iv) shall be accompanied by certified financial statements of the proposed transferee for the three (3) fiscal years immediately preceding such proposed Transfer or such other documentation or information relating to the financial strength and credit worthiness of the proposed transferee as may be reasonably acceptable to Landlord. Tenant shall pay a fee to Landlord of One Thousand Dollars (\$1,000.00) for the administrative costs of processing any proposed Transfer, except for a Permitted Transfer, plus any and all attorneys' fees incurred by Landlord in connection with the proposed Transfer, whether or not the proposed Transfer is consummated, said fee to be increased proportionately to, and at the same time as, increases in Minimum Rent hereunder. If Tenant shall enter into a Transfer hereunder, Tenant shall pay to Landlord one hundred percent (100%) of any transfer premium (as hereinafter defined). In the event of a subletting, license or concession, "**transfer premium**" shall mean all Rent, additional rent or other consideration payable by such subtenant, licensee or concessionaire to Tenant or on behalf of Tenant in connection with the subletting, license or concession in excess of the Rent, additional rent and other sums payable by Tenant under this Lease during the term of the sublease, license or concession on a per square foot basis if less than all of the Premises are subleased, licensed or concessioned less the reasonable costs actually incurred by Tenant to secure the sublease, license or concession. In the event of any Transfer, other than a subletting, license or concession, "**transfer premium**" shall mean any consideration paid by the transferee to Tenant in connection with such Transfer which Landlord reasonably determines is allocable to the leasehold value of this Lease, less the reasonable costs actually incurred by Tenant to secure the Transfer. If part of the transfer premium shall be payable

by the transferee other than in cash, then Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord. Any Transfer other than as permitted in this Section shall be null and void. Notwithstanding the above, acceptance of any payment of rent and other charges by Landlord from any party other than Tenant named herein shall not be deemed a consent to a Transfer or a waiver of any of Landlord's rights in connection with any proposed Transfer hereunder.

12.2 Recapture Option. At any time during the thirty (30) day period following Landlord's receipt of Tenant's Notice of Intent to Transfer, Landlord may, at its sole discretion, give written notice to Tenant that Landlord elects to terminate this Lease, said termination to be effective, as designated by Landlord in Landlord's termination notice, at any time as of the proposed Transfer Date through the sixtieth (60th) day thereafter ("**Termination Date**"). If Landlord elects to terminate this Lease, then neither Landlord nor Tenant shall be liable to the other under this Lease from and after the Termination Date, except for matters which shall have arisen prior to such date and except for the obligations of Tenant under this Lease with respect to the condition of the Premises upon the termination or expiration of this Lease. If Landlord shall exercise its termination right hereunder, Landlord shall have the right to enter into a lease or other occupancy agreement directly with the proposed transferee, and Tenant shall have no right to any of the rents or other consideration payable by such proposed Transferee under such other lease or occupancy agreement. The provisions of this Section 12.2 shall not apply to a Permitted Transfer.

12.3 No Release of Tenant. Should Tenant make a Transfer as permitted in this Section, Tenant shall nevertheless remain primarily liable to Landlord for full payment of the Rent and other charges and full performance of Tenant's other obligations under this Lease. No consent by Landlord to any modification, amendment or termination of this Lease, or extension, waiver or modification of payment or performance of any obligation under this Lease, shall affect the continuing liability of Tenant for its obligations and liabilities hereunder, and Tenant waives any defense arising out of or based thereon. With respect to any Transfer permitted in this Section, such Transfer shall not be valid or effective unless and until Tenant delivers to Landlord a copy of a written agreement in form and substance satisfactory to Landlord pursuant to which, in the case of an assignment, the assignee assumes all of the obligations and liabilities of Tenant under this Lease and, in the case of any other Transfer, the transferee agrees that such Transfer shall be subject to all of the covenants, terms and conditions of this Lease. If Landlord withholds or conditions its consent to a proposed Transfer and Tenant believes that Landlord did so contrary to the terms of this Lease, Tenant's sole remedy shall be to prosecute an action for declaratory relief to determine if Landlord properly withheld or conditioned its consent, and Tenant hereby waives all other remedies.

13. DEFAULTS, REMEDIES.

13.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (i) if Tenant fails to make any payment of Rent, additional rent or any other sum or amount payable hereunder and such failure shall continue for three (3) days after receipt of written notice from Landlord; (ii) if Tenant fails to deliver any Estoppel Certificate within the ten (10) day period specified in Section 24.1 below, any financial statement within the ten (10) day period specified in Section 24.2 below, or any document or instrument required under Article 27 below within the ten (10) day period specified therein, (iii) if Tenant fails to perform any other obligation to be

performed by Tenant hereunder and such failure shall continue for ten (10) days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a ten (10) day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such ten (10) day period and thereafter rectify and cure such default with due diligence; (iv) if Tenant abandons or vacates the Premises; (v) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code, or if any such proceeding or similar kind or character be filed against Tenant; or (vi) if Tenant is in monetary default three (3) times in any twelve (12) month period. Any notice given by Landlord pursuant to clauses (i) or (iii) of this Section shall be in lieu of and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar, superseding statute. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by California Code of Civil Procedure Section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by this Lease shall replace and satisfy the statutory service-of-notice procedures, including those required by California Code of Civil Procedure Section 1162 or any similar or successor statute. Landlord's acceptance, either before or after issuance of any notice of default (including without limitation any notice required under California Code of Civil Procedure Section 1161 or any similar or successor statute), of any partial payment of the Rent due hereunder shall not, pursuant to Section 1161.1(c) of the California Code of Civil Procedure, constitute a waiver of any of Landlord's rights, specifically and without limitation Landlord's right to pursue an unlawful detainer action. Instead, acceptance of any partial payment of the Rent shall serve as evidence of that payment only.

13.2 Remedies in Default.

13.2.1 In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may: (i) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons therefrom; (ii) have the remedies described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (iii) even though it may have re-entered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

13.2.2 Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, including its entry upon the Premises, appointment of a receiver to protect Landlord's interests hereunder, or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that Landlord has so elected to terminate this Lease. Tenant covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of California and the surrender of possession pursuant to such notice shall not be deemed to be a termination of this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to: (i) remove therefrom all or any part of the Personal Property located therein and

place the same in storage at the expense and risk of Tenant and/or (ii) erect a barricade and partition the Premises at the expense of Tenant.

13.2.3 Should Landlord elect to terminate this Lease pursuant to the provisions of Section 13.2.1(i) or 13.2.1(iii) above, Landlord may recover from Tenant as damages, the following: (i) the worth at the time of the award of any unpaid Rent and other charges which had been earned at the time of termination; plus (ii) the worth at the time of the award of the amount by which the unpaid Rent and other charges which would have been earned after termination until the time of the award exceeds the amount of the loss of such Rent and other charges that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of the award of the amount by which the unpaid Rent and other charges for the balance of the Lease Term after the time of the award exceeds the amount of the loss of such Rent and other charges that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all of the detriment proximately caused by Tenant's failure to perform its obligations under this Lease, provided Landlord delivers to Tenant (a) documentation supporting and quantifying all such amounts, and (b) written evidence supporting the detriment proximately caused by Tenant's failure to perform its obligations hereunder. Tenant hereby waives any and all rights conferred by Section 3275 of the Civil Code of California and by Sections 1174(c) and 1179 of the Code of Civil Procedure of California and any and all other laws and rules of law from time to time in effect during the Term of this Lease providing that Tenant shall have any right to redeem, reinstate or restore this Lease following its termination by reason of Tenant's breach.

13.2.4 As used in Sections 13.2.3(i) and 13.2.3(ii) above, the "worth at the time of the award" shall be computed by allowing interest at the Interest Rate specified in Article 19. As used in Section 13.2.3(iii) above, the "worth at the time of the award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%). All sums, other than Minimum Rent, shall, for the purpose of calculating any amount due under the provisions of Section 13.2.3(iii) above, be computed on the basis of the average monthly amount accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute these sums before the sixty (60) month period has occurred, then these sums shall be computed on the basis of the average monthly amount accruing during the shorter period.

13.2.5 In addition to the foregoing rights and remedies, upon prior written notice to Tenant, Landlord shall have the right, but not the obligation, to incur any expense necessary to perform the obligations of Tenant which Tenant has failed to perform or to otherwise cure Tenant's default, and Tenant shall pay to Landlord the cost thereof, plus an administration fee of fifteen percent (15%) of such cost, upon written demand by Landlord. Additionally, Landlord shall have the right to remedy any default of an emergency nature (i.e. imminent health and safety risk), in the event Tenant fails to commence to cure any default creating an emergency situation promptly upon being given written notice which is reasonable under the circumstances, and Landlord shall have the right to remedy such a default without notice (if the giving of notice is not reasonably practicable) in the event of an emergency. Tenant shall pay to Landlord the cost thereof, plus an administration fee of fifteen percent (15%) of such cost, upon written demand by Landlord. Landlord's right to perform Tenant's obligations pursuant to this Section shall not be deemed to: (i) impose any obligation on Landlord to do so; (ii) render Landlord liable to Tenant or any third party for an election not to do so; (iii) relieve Tenant from any performance obligation hereunder;

(iv) relieve Tenant from any indemnity obligation as provided in this Lease; or (v) cure Tenant's default or limit in any manner any of Landlord's rights and remedies under this Lease including, without limitation, Landlord's right to terminate this Lease due to such default by Tenant.

13.2.6 The parties acknowledge that in order to protect the mix of tenants within the Shopping Center and to provide the sales volume anticipated from Tenant's business operations within the Premises, the purpose for which Tenant may use the Premises have been specifically limited by the provisions of Article 8 hereof, and that the economics of this Lease, particularly with respect to the agreed upon Minimum Rent and Additional Rent, were established on the basis of Tenant's expected business operations for the Permitted Use under the Trade Name set forth in the Lease Summary. Anything in this Lease to the contrary notwithstanding, if Tenant becomes subject to voluntary or involuntary proceedings under the United States Bankruptcy Code (the "**Bankruptcy Code**") and Tenant or any trustee, receiver or other custodian of Tenant or of its assets or properties shall assign this Lease, any and all amounts paid or to be paid by or for the account of the assignee in consideration of such assignment shall be and remain the property of Landlord, and any and all such amounts received by Tenant or such trustee, receiver or custodian shall be held in trust for Landlord and remitted to Landlord promptly after receipt thereof. If Landlord is not permitted to terminate this Lease because of the provisions of the Bankruptcy Code, Tenant agrees, as a debtor in possession or any trustee for Tenant, within fifteen (15) days after Landlord's request to the Bankruptcy Court, to assume or reject this Lease. Tenant, on behalf of itself and any trustee, agrees not to seek or request an extension or adjournment of the application to assume or reject this Lease. In no event after the assumption of this Lease shall an existing default remain uncured for a period more than the earlier of ten (10) days or the time period specified in this Lease. If a filing of a petition under the Bankruptcy Code occurs, Landlord shall not have an obligation to provide Tenant with services or utilities unless Tenant has paid and is current in all payments of rental and additional rental.

13.3 Default by Landlord. Notwithstanding anything to the contrary in this Lease, in no event shall Landlord be in default under this Lease unless Landlord fails to perform any of the terms, covenants, conditions, agreements, or provisions of this Lease required to be done by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure shall be deemed a default by Landlord (except that when the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion). If any part of the Premises are at any time subject to a mortgage or deed of trust, and this Lease or the rentals due from Tenant hereunder are assigned by Landlord to a mortgagee, trustee or beneficiary ("**Lienholder**" for purposes of this Section only) and Tenant is given written notice of the assignment including the post office address of Lienholder, then Tenant shall also give written notice of any default by Landlord to the Lienholder, specifying the default in reasonable detail and affording the Lienholder a reasonable opportunity to make performance for and on behalf of Landlord. Tenant's failure to provide such notice to a Lienholder shall not constitute a default hereunder; provided, however, Lienholder's cure period shall not commence until Lienholder receives such notice. If and when the Lienholder has made performance on behalf of Landlord, the default shall be deemed cured. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default unless Tenant is unable to operate its business in the Premises for a period of thirty(30) consecutive days as a result of

Landlord's default. In no event shall Landlord be liable for any indirect, special or consequential damages or injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring, and in no event shall Tenant be entitled to deduct any sums from Rent. Tenant's remedies shall be limited to: (i) an action at law for costs incurred by Tenant to correct a Landlord default, (ii) an injunction or restraining order to stop or prevent Landlord from violating Tenant's rights under this Lease, or (iii) an action at law to terminate this Lease. Nothing herein contained shall be interpreted to mean that Landlord excuses Tenant from the payment of Rent due hereunder as a result of any default by Landlord.

14. DESTRUCTION.

14.1 Landlord's Option to Terminate. In the event of: (a) damage to the Premises or Shopping Center caused by an uninsured casualty; (b) a casualty causing damage to the Premises or Shopping Center which cannot be repaired within one hundred twenty (120) days from the date of damage or destruction under the laws and regulations of the state, federal, county, municipal authorities or other authorities with jurisdiction; or (c) a casualty occurring during the last two (2) years of the Lease Term, Landlord may terminate this Lease at the date of the damage upon written notice to Tenant following the casualty.

14.2 Repairs; Rental Abatement. In the event of an insured casualty which may be repaired within one hundred twenty (120) days from the date of the damage, or, in the alternative, in the event Landlord does not elect to terminate this Lease under the terms of Section 14.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 14.3. Such partial destruction shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of Minimum Rent following the casualty until such time as Landlord's required repair and restoration work in the Premises under this Article is substantially complete. Such reduction shall be an amount that reflects the degree of interference with Tenant's business and shall in no event exceed the amount of rental loss insurance proceeds received by Landlord therefor. So long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree on the amount thereof. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises or the Building of which the Premises are a part, Tenant's Personal Property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

14.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 14, Landlord's obligation to reconstruct the Premises shall be to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14.4 Waiver of Tenant's Rights of Termination. Tenant hereby waives all statutory or common-law rights of termination in respect to any partial destruction or casualty, which Landlord is obligated to repair or may elect to repair under the terms of this Article, including without limitation, the provisions of California Civil Code Sections 1932(2) and 1933(4) and any present or future laws or case decisions to the same effect.

14.5 Shopping Center Damage. In the event that the Shopping Center is destroyed to the extent of not less than thirty-three and one-third percent (33 1/3%) of the replacement cost thereof, Landlord may elect to terminate this Lease, whether the Premises be injured or not, in the same manner as in Section 14.1 above. At all events, a total destruction of the Shopping Center or the Premises shall, at Landlord or Tenant's option, terminate this Lease.

15. CONDEMNATION.

15.1 Taking. If any portion of the building that contains the Premises (“**Building**”) or the Common Area shall be taken under any right of eminent domain, or any transfer in lieu thereof and such taking renders the Premises unsuitable, in the reasonable judgment of Landlord, for Tenant’s business operations, then Tenant or Landlord may terminate this Lease by giving written notice to the other within twenty (20) days after such taking. If this Lease is not so terminated, Landlord shall repair and restore the Building and/or the Shopping Center, as the case may be, as practicable (but shall not be required to expend more than the amount of the award received by Landlord for such purpose) and this Lease shall continue in full force and effect, but commencing with the date on which Tenant is deprived of the use of any portion of the Premises, the Minimum Rent shall be proportionately abated to the extent to which Tenant’s use of the Premises is impaired, as reasonably determined by Landlord.

15.2 Award. Any and all awards payable by the condemning authority or other governmental agency in connection with a taking under the right of eminent domain shall be the sole property of Landlord. Tenant hereby waives the provisions of any law (including, without limitation, California Code of Civil Procedure Section 1265.130) allowing Tenant to terminate this Lease in the event of a condemnation of the Premises or Shopping Center. Landlord does not have knowledge of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency which could detrimentally affect the use, operation or value of the Premises or Shopping Center.

16. ADVERTISING, SIGNS AND DISPLAYS.

16.1 General. Tenant shall not erect or install in, upon or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord’s consent which may be withheld in Landlord’s sole and absolute discretion. All such signs shall comply with all applicable laws, ordinances, rules and regulations and the Shopping Center’s sign criteria attached hereto as Exhibit “D” (“Sign Criteria”), shall be maintained by Tenant in first-class condition and state of repair, and shall not, at any time, occupy more than twenty-five percent (25%) of the storefront windows or doors. Tenant shall not use any advertising media that can be heard or seen outside the Premises, such as loudspeakers, phonographs or radio broadcasts. Upon expiration of this Lease, Tenant shall promptly remove all signs installed hereunder, “cap-off” the electrical wiring thereto and repair all damage caused thereby.

17. COMPLIANCE WITH LAWS.

17.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations and requirements of all governmental and quasi-governmental authorities (including the Americans With Disabilities Act) (collectively,

“**Applicable Laws**”) having jurisdiction over the Premises and shall perform all Alterations or other work required to comply therewith including, without limitation, any such Alterations or other work required to comply with Applicable Laws with respect to the Common Area to the extent arising from, triggered by, or relating to use of the Premises by Tenant or any of the Tenant Parties, any Alterations by Tenant or any of the Tenant Parties, or Tenant’s Personal Property. Any such Alterations or other work to be performed by Tenant shall be subject to terms and conditions of Section 9.4. If any such work would involve changes to the Common Area or the structure, exterior or mechanical, electrical or plumbing systems of the Building, then Landlord shall have the right, but not the obligation to perform such work, and Tenant shall reimburse Landlord the cost thereof within ten (10) days after receipt of billing.

17.2 Certified Access Specialist. Pursuant to Section 1938 of the California Civil Code, Landlord hereby advises Tenant that as of the Effective Date of this Lease, the Premises has not undergone inspection by a Certified Access Specialist (a “**CASp**”) during the Landlord’s ownership of the Shopping Center, nor, to Landlord’s actual knowledge (without any duty of inquiry, as of the Effective Date), prior to Landlord’s ownership of the Shopping Center. Further, pursuant to Section 1938 of the California Civil Code, Landlord notifies Tenant of the following: “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of any such CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.” Therefore and notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant agree that (a) Tenant may, at its option and at its sole cost, cause a CASp to inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under California law, (b) the parties shall mutually coordinate and reasonably approve of the timing of any such CASp inspection so that Landlord may, at its option, have a representative present during such inspection, (c) Tenant shall be solely responsible for the cost of any repairs necessary to correct violations of construction-related accessibility standards within the Premises, any and all such alterations and repairs to be performed in accordance with Article 9 of this Lease, and (d) if anything done by or for Tenant in its use or occupancy of the Premises shall require repairs to the Building or Shopping Center (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the cost to Landlord of performing such repairs.

17.3 Compliance with Environmental Laws. Except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household cleaning materials, and motor vehicle fuel stored in fuel tanks of motor vehicles (some or all of which may constitute Hazardous Materials, as such term is defined below) used in compliance with all Environmental Laws (as defined below), Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises, the Building, the Common Area or any other portion of the Shopping Center by Tenant

or its agents, officers, directors, shareholders, members, managers, partners, employees, subtenants, assignees, licensees, contractors or invitees (collectively, “**Tenant Parties**”), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove from the Premises, the Building and the Shopping Center, at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises, the Building and/or the Shopping Center or any portion thereof by Tenant or any of the Tenant Parties. To the fullest extent permitted by law, Tenant agrees to promptly indemnify, protect, defend and hold harmless Landlord and Landlord’s members, shareholders, partners, officers, directors, managers, employees, agents, contractors, successors and assigns (collectively, “**Landlord Parties**”) from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys’ fees, consultant fees and expert fees and court costs) which arise or result from the presence of Hazardous Materials on, in, under or about the Premises, the Building or any other portion of the Shopping Center and which are caused or permitted by Tenant or any of Tenant Parties, except to the extent of the negligence or willful misconduct of Landlord. As used in this License, the term “**Environmental Law(s)**” means any past, present or future federal, state or local law relating to (a) the environment, human health or safety, including, without limitation, emissions, discharges, releases or threatened releases of Hazardous Materials into the environment (including, without limitation, air, surface water, groundwater or land), or (b) the manufacture, generation, refining, processing, distribution, use, sale, treatment, receipt, storage, disposal, transport, arranging for transport, or handling of Hazardous Materials. As used in this Lease, the term “**Hazardous Materials**” means and includes any hazardous or toxic materials, substances or wastes as now or hereafter designated or regulated under any Environmental Laws including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), and freon and other chlorofluorocarbons.

18. HOLDING OVER.

If Tenant, with Landlord’s consent, remains in possession of the Premises after the expiration or sooner termination of the Lease Term, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days’ prior written notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy, except those specifying the Lease Term, options to extend and Minimum Rent, which shall be one hundred fifty percent (150%) of the Minimum Rent paid in the month immediately preceding the month-to-month tenancy.

19. LATE CHARGE AND INTEREST.

19.1 Late Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent or other sum due from Tenant shall not be received by Landlord’s designee on the date such Rent or other sums are due Landlord, Tenant shall pay to Landlord a late charge

equal to the greater of (i) fifteen percent (15%) of such overdue amount or Two Hundred and 00/100 Dollars (\$200.00), plus a fee for each returned check. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. In addition, Tenant shall pay to Landlord any attorney fees and expenses incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder.

19.2 Interest. Any sum due and payable to Landlord under the terms of this Lease which is not paid when due shall bear interest from the date when the same becomes due and payable by the provisions hereof until paid at a per annum interest rate (the "**Interest Rate**") equal to the lesser of (i) the then applicable "prime" interest rate published from time to time by the Wall Street Journal plus two (2) percentage points, or (ii) the maximum rate allowed by applicable usury law.

20. QUIET ENJOYMENT.

So long as Tenant is not in default hereunder, then, subject to the other terms and conditions of this Lease, Tenant shall not incur any manner of hindrance or interference with its quiet enjoyment, possession and use from Landlord.

21. RIGHT OF ENTRY.

Landlord and its authorized representatives, shall have the right to enter the Premises at all reasonable times upon one (1) business days' prior written notice without diminution or abatement of Rent, which notice for entry purposes only, may be served via email to hainfo@alamedahsg.org. Without limiting the generality of the foregoing, Landlord shall have the right to enter the Premises to perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Premises should Tenant fail to commence such repairs or, after commencing same, fail to diligently pursue such repairs to completion within three (3) days after written demand by Landlord; and if Landlord makes any repairs or otherwise performs any work which Tenant is obligated to make pursuant to the terms of this Lease, Tenant shall pay to Landlord the cost of such repairs plus an administration fee of fifteen percent (15%) of such cost, as additional rent, within fifteen (15) days after receipt of a bill from Landlord for same. During the last twelve (12) months of the Lease Term, Landlord shall have the right to show the Premises to prospective tenants upon one (1) business days' prior written notice to Tenant and Landlord reserves the right to place a "For Lease" sign on the outside of the Premises.

22. WAIVERS.

No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

23. TRANSFER OF LANDLORD'S INTEREST.

If Landlord conveys in a sale, exchange or otherwise all of its interest in the Premises, then Landlord, on consummation of the conveyance, shall thereupon automatically be released from any obligation or liability thereafter accruing under this Lease.

24. ESTOPPEL CERTIFICATES; FINANCIAL STATEMENTS.

24.1 Tenant shall, within ten (10) days after notice from Landlord, execute and deliver to Landlord an Estoppel Certificate, in the form attached hereto as Exhibit "G". Failure to deliver the certificate within said ten (10) day period shall be a default under this Lease and an acknowledgment that: (i) this Lease is in full force and effect and has not been modified except as represented by Landlord; (ii) there are no uncured defaults in Landlord's performance hereunder; (iii) not more than one (1) month's Minimum Rent has been paid in advance; and (iv) that there is no Security Deposit except as represented by Landlord.

24.2 If Landlord desires to finance, refinance or sell the Premises or the Shopping Center, or any part thereof, Tenant shall within ten (10) days after request therefor deliver to Landlord and any potential lender or purchaser designated by Landlord such financial statements of Tenant that have been released to the public, as may be reasonably required by such lender or purchaser, including but not limited to Tenant's financial statements for the past three (3) years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

25. ATTORNEYS' FEES.

If either party hereto brings an action at law or in equity to enforce, interpret or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees and reasonable attorneys' fees, at trial, arbitration or on appeal in addition to all other appropriate relief. If either Tenant, any guarantor of Tenant's obligations under this Lease or any indemnitor of Landlord files for protection under or otherwise becomes subject to the bankruptcy laws, then each of them individually agrees that Landlord shall be entitled to recover, as part of any claim in any such bankruptcy case, its reasonable attorneys' fees in connection with the assertion of its rights and remedies, including, without limitation, fees and costs incurred in connection with advising Landlord as to its rights and enforcement (whether through negotiation, legal proceedings or otherwise) of its rights under this Lease and the guaranty, if any.

26. REAL ESTATE BROKER; FINDERS.

Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner. Each party shall indemnify, defend, protect and hold the other party harmless from and against all claims, costs, demands, action, liabilities, losses and expenses (including the reasonable attorneys' fees of counsel chosen by the other party) arising out of or resulting from any claims that may be asserted against such other party by any broker, finder or other person with whom the party bearing the indemnity obligation has or purportedly has dealt, other than any party referenced in this Article 26.

27. SUBORDINATION AND ATTORNMENT.

27.1 Subordination. This Lease and all of Tenant's rights and interests in the leasehold estate hereunder, shall be subject and subordinate to any mortgages or deeds of trust that now encumber or may hereafter be placed upon the Premises and to the rights of the mortgagees or beneficiaries thereunder, any and all advances made or to be made thereunder, the interest thereon and all modifications, renewals, replacements and extensions thereof. If any such mortgagee or beneficiary so elects in writing, then this Lease shall be superior to the lien of the mortgage or deed of trust held by such mortgagee or beneficiary, whether this Lease is dated or recorded before or after such mortgage or trust deed. Any such mortgagee or beneficiary may make such election by executing and recording in the appropriate office of the county where the Premises are situated, a notice reciting that this Lease shall be superior to the lien of the mortgage or deed of trust of such mortgagee or beneficiary. From and after the recordation of such notice, this Lease shall be superior to the lien of said mortgage or deed of trust and shall not be extinguished by a foreclosure thereof or any sale thereunder. Upon written request, Tenant shall promptly execute and deliver to Landlord, or any such mortgagee or beneficiary, any documents or instruments reasonably required by any of them to evidence subordination of this Lease hereunder or to make this Lease prior to the lien of any mortgage or deed of trust as herein specified, provided such documents or instruments evidencing such subordination do not materially and adversely modify Tenant's rights and obligations under this Lease. If Tenant fails or refuses to do so within ten (10) business days after written request therefor by Landlord or such mortgagee or beneficiary, such failure or refusal shall constitute an event of default hereunder by Tenant, but shall in no way affect the validity or enforceability of the subordination to or by the mortgage or deed of trust held by such mortgagee or beneficiary.

27.2 Attornment by Tenant. Upon enforcement of any rights or remedies under any mortgage or deed of trust to which this Lease is subordinated, Tenant shall, at the election of the purchaser or transferee under such right or remedy, attorn to and recognize such purchaser or transferee as Tenant's landlord under this Lease. Tenant shall execute and deliver any document or instrument reasonably required by such purchaser or transferee confirming the attornment hereunder within ten (10) business days following receipt of request therefor, provided such document or instrument does not negatively modify Tenant's rights and obligations under this Lease.

28. LIMITATION ON LIABILITY.

In consideration of the benefits accruing hereunder, Tenant on behalf of itself and all successors and assigns of Tenant covenants and agrees that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (a) the sole and exclusive remedy shall be against Landlord's interest in the Shopping Center; (b) no partner or member of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of the partnership or limited liability company); (c) no service of process shall be made against any partner or member of Landlord (except as may be necessary to secure jurisdiction of the partnership or limited liability company); (d) no partner or member of Landlord shall be required to answer or otherwise plead to any service of process; (e) no judgment will be taken against any partner or member of Landlord; (f) any judgment taken against any partner or member of Landlord may be vacated and set aside at any time after the fact; (g) no writ of execution will be levied against the assets of any partner or member of Landlord; (h) the obligations under this Lease do not constitute

personal obligations of the individual partners, members, directors, officers or shareholders of Landlord and Tenant shall not seek recourse against individual partners, members, directors, officers or shareholders of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease; and (i) in no event shall Landlord be liable to Tenant for any injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring. Notwithstanding the first sentence of this Article 28, the foregoing limitation on liability, shall not apply to (a) any damages, costs and expenses incurred by Tenant as a result of fraud, misrepresentation or any criminal act or acts of an employee of Landlord; and (b) the willful or grossly negligent violation of Applicable Laws by any employee of Landlord, except if any such limitation is imposed by Applicable Laws. The covenants and agreements contained in this Article 28 are enforceable both by Landlord and also by any partner of or member in Landlord.

29. NO ACCORD AND SATISFACTION.

No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent or other payment herein provided shall be deemed to be other than on account of the earliest Rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as Rent or other payment be deemed an accord and satisfaction.

30. LANDLORD'S RIGHT TO RELOCATE PREMISES. Without affecting the obligations of the parties under this Lease, Landlord shall have the right from time to time during the Term, to relocate the Premises to another location in the Shopping Center. If Landlord elects to relocate the Premises hereunder: (i) the relocation space shall comprise approximately the same gross floor area as contained in the original Premises; (ii) Minimum Rent shall be reduced pro rata to reflect any reduction in the gross floor area of the relocation space; and (iii) this Lease shall be deemed amended to substitute a new Exhibit "B" showing the relocation space which shall thereafter constitute the Premises for all purposes under this Lease. Other than as amended by the substitution of a new Exhibit "B" and any adjustment to the Minimum Rent as provided above, this Lease shall remain unamended and in full force and effect in connection with any relocation hereunder. Tenant shall cooperate with Landlord in order to effectuate any relocation pursuant hereto.

31. OTHER TENANCIES.

Except as otherwise expressly provided in this Lease, Landlord reserves the absolute right to enter into such other tenancies in the Shopping Center as Landlord, in its sole discretion, determines may best promote the Shopping Center. Landlord does not warrant, represent or covenant, expressly or impliedly, that any specific lease or leases now or hereafter in effect between Landlord and any third party will be continued in effect for any period of time, or that any other tenant, tenants, owner or occupant, shall continue during the term hereof to occupy any space in the Shopping Center.

32. NOTICES.

Every notice, demand or request (collectively, “**Notice**”) required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth in the Lease Summary or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by: (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender’s request; or (c) personal delivery. All notices given in the manner specified herein shall be effective upon the earliest to occur of: (i) actual receipt; (ii) the date of inability to deliver to the intended recipient as evidenced by the U.S. Postal service or courier; or (iii) the date of refusal by the intended recipient to accept delivery as evidenced by the U.S. Postal service or courier.

33. MISCELLANEOUS.

33.1 Cumulative Remedies. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

33.2 Waiver of Trial by Jury. Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Lease be subject to expeditious resolution in a court trial without a jury. Therefore, to the extent permitted by law, Landlord and Tenant each hereby waive the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant’s use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect. If the foregoing waiver of the right to trial by jury is determined to be unenforceable, then Landlord and Tenant agree that any claim, cause of action, proceeding or other dispute concerning this Lease other than unlawful detainer or any similar possessory actions, including any question of law or fact relating thereto, shall, at the written request of either Landlord or Tenant, be determined by judicial reference pursuant to California Code of Civil Procedure Section 638 et seq. Landlord and Tenant shall select a single neutral referee, who shall be a retired state or federal judge. In the event that Landlord and Tenant cannot agree upon a referee, the court shall appoint the referee. The referee shall report a statement of decision to the court. In his or her statement of decision, the referee shall award all costs, including reasonable attorneys’ fees, to the prevailing party, if any, and may order the referee’s fees to be paid or shared by the parties in such manner as the referee deems just. Nothing in this paragraph shall limit the right of Landlord at any time to exercise self-help remedies as provided in this Lease, or obtain provisional remedies from the court or judicial referee. The referee shall also determine all issues relating to the applicability, interpretation and enforcement of this paragraph.

33.3 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.

33.4 Governing Laws. This Lease shall be construed and interpreted in accordance with the laws of the State in which the Premises are located.

33.5 Force Majeure. If by reason of any event of Force Majeure either party to this Lease is prevented, delayed or stopped from performing any act which such party is required to perform under this Lease, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay or stoppage resulting from the Force Majeure event, unless this Lease specifies that Force Majeure is not applicable to the particular obligation. As used in this Lease, the term “**Force Majeure**” shall include, but not be limited to, fire or other casualty, bad weather, labor shortages, supply chain disruptions, material shortages, strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof, or if said party does have such bearing, said dispute occurs despite said party’s good faith efforts to resolve the same), acts of God, acts of the public enemy or other hostile governmental action, civil commotion, governmental restrictions, regulations or controls affecting, and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control. Force Majeure shall not apply to any payment of any amounts owed by either party to the other. In no event shall a Force Majeure event delay the Rental Commencement Date.

33.6 Successors and Assigns. Subject to the provisions of Article 12 regarding assignment and subletting, all of the provisions, terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

33.7 Relationship. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

33.8 Integration; Modification. This Lease contains all of the representations, understandings and agreements of the parties with respect to the demise of the Premises and may not be amended or modified except by a written agreement signed by both parties.

33.9 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified. If Tenant elects to dispute any billing or reconciliation from Landlord relating to Minimum Rent, Tenant must do so within ninety (90) days after Tenant’s receipt of such billing or reconciliation or Tenant shall be deemed to have waived same.

33.10 Approvals. Except as otherwise expressly provided for herein, all approvals under this Lease, by either Landlord or Tenant, shall be given in a timely manner and shall not be unreasonably withheld.

33.11 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination or expiration.

33.12 No Recording. Neither this Lease nor any memorandum hereof shall be recorded by either party hereto.

33.13 Intentionally Omitted.

33.14 Joint and Several Obligations. If two (2) or more persons or entities execute this Lease as Tenant, then and in such event the word "Tenant" as used in this Lease shall refer to all such persons or entities, and the liability of such persons or entities for compliance with the performance of all the terms, covenants and conditions of this Lease shall be joint and several.

33.15 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

33.16 Electronic Signature. Landlord and Tenant agree that electronic signatures, including those delivered by electronic format (including, but not limited to, "PDF", "TIF" or "JPG") or signed through an electronic signature system (including, but not limited to, "DocuSign" or "AdobeSign"), shall have the same effect as originals. All parties to this Lease waive any and all rights to object to the enforceability of this Lease based on the form or delivery of signature.

33.17 Time Periods. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day. The term "**business day**" shall mean any day other than Saturday, Sunday or legal or bank holiday.

33.18 Authority. If Tenant or Landlord is a corporation, partnership or limited liability company, each individual executing this Lease on behalf of the corporation, partnership or limited liability company (in his/her representative capacity only) represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation, partnership or limited liability company and that this Lease is binding upon the corporation, partnership or limited liability company.

33.19 Non-Liability of Tenant's Officials, Employees And Agents. No member, official, employee or agent of Tenant shall be liable to Landlord personally in the event of any default or breach by Tenant or for any amount, including but not limited to Rent, which may become due to Landlord or its successor or on any obligation under the terms of this Lease.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the respective dates set opposite their signatures below, but the Effective Date of this Lease shall be as first set forth above in the Lease Summary.

LANDLORD:

TENANT:

MGP XII South Shore Center, LLC,
a Delaware limited liability company

Housing Authority of the City of Alameda,
a public body corporate and politic

By: Merlone Geier XII, LLC,
a California limited liability company,
its Manager

By: DocuSigned by:
Vanessa Cooper
5AFA57239EC2484...
Vanessa Cooper
Executive Director

By: DocuSigned by:
Gabriela Parcella
488GAA2AD35E4AG...

Date: 6/18/2021

Name: Gabriela Parcella

Its: Executive Managing Director

Date: 6/23/2021

By: DocuSigned by:
Gary Muljat
5F2521B88563422...

Name: Gary Muljat

Its: Managing Director

Date: 6/22/2021

EXHIBIT "A"
SHOPPING CENTER LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEING A PORTION OF PARCEL 2 OF PARCEL MAP 2542, FILED June 8, 1978, PARCEL MAP BOOK 102, PAGE 51, ALAMEDA COUNTY RECORDS, AND LOT 2A2 OF PROPERTY DIVISION MAP OF LOT 2A, FILED September 19, 1963, BOOK 47 OF PROPERTY DIVISION MAPS, PAGE 11, ALAMEDA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER ALONG THE BOUNDARY OF SAID PARCEL 2 OF PARCEL MAP 2542, SOUTH 34° 46' 41" WEST, A DISTANCE OF 496.94 FEET;

THENCE LEAVING THE BOUNDARY OF SAID PARCEL 2, SOUTH 63° 48' 58" EAST, A DISTANCE OF 408.44 FEET;

THENCE SOUTH 34° 46' 41" WEST, A DISTANCE OF 560.19 FEET;

THENCE NORTH 63° 48' 58" WEST, A DISTANCE OF 408.44 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 2A2 OF PROPERTY DIVISION MAP OF LOT 2A;

THENCE FOLLOWING THE BOUNDARY OF SAID LOT 2A2, NORTH 63° 48' 58" WEST, A DISTANCE OF 148.49 FEET;

THENCE SOUTH 26° 11' 02" WEST, A DISTANCE OF 70.00 FEET TO A POINT OF CUSP ON A TANGENT CURVE;

THENCE NORTHERLY ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 31.42 FEET TO A TANGENT LINE;

THENCE SOUTH 63° 48' 58" EAST, A DISTANCE OF 120.93 FEET;

THENCE NORTH 34° 46' 41" EAST, A DISTANCE OF 10.11 FEET TO THE MOST WESTERLY CORNER OF PARCEL 2 OF PARCEL MAP 2542, FILED June 8, 1978, PARCEL MAP BOOK 102, PAGE 51, ALAMEDA COUNTY RECORDS;

THENCE FOLLOWING THE BOUNDARY OF SAID PARCEL 2, SOUTH 63° 48' 58" EAST. A DISTANCE OF 408.44 FEET;

THENCE SOUTH 34° 46' 41" WEST, A DISTANCE OF 489.49 FEET;

THENCE SOUTH 63° 48' 58" EAST, A DISTANCE OF 40.45 FEET;

THENCE NORTH 34° 46' 41" EAST, A DISTANCE OF 313.80 FEET;

THENCE SOUTH 55° 13' 19" EAST, A DISTANCE OF 968.33 FEET;

THENCE SOUTH 34° 46' 41" WEST, A DISTANCE OF 167.45 FEET;

THENCE SOUTH 63° 48' 58" EAST, A DISTANCE OF 434.54 FEET TO A POINT ON A TANGENT CURVE;

THENCE EASTERLY ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 81° 24' 21" AND AN ARC LENGTH OF 28.42 FEET TO A TANGENT LINE;

THENCE NORTH 34° 46' 41" EAST, A DISTANCE OF 466.81 FEET TO A POINT ON A TANGENT CURVE;

THENCE NORTHERLY ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 488.00 FEET, A CENTRAL ANGLE OF 32° 53' 59" AND AN ARC LENGTH OF 280.21 FEET TO A REVERSE CURVE;

THENCE NORTHERLY ALONG SAID REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 572.00 FEET, A CENTRAL ANGLE OF 32° 53' 59" AND AN ARC LENGTH OF 328.45 FEET TO A TANGENT LINE;

THENCE NORTH 34° 46' 41" EAST, A DISTANCE OF 127.78 FEET TO A POINT ON A TANGENT CURVE;

THENCE NORTH ALONG SAID TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 86° 25' 41" AND AN ARC LENGTH OF 30.17 FEET TO A TANGENT LINE;

THENCE NORTH 51° 39' 00" WEST, A DISTANCE OF 585.02 FEET;

THENCE SOUTH 34° 46' 41" WEST, A DISTANCE OF 116.00 FEET;

THENCE NORTH 55° 13' 19" WEST, A DISTANCE OF 622.37 FEET TO A POINT ON A TANGENT CURVE;

THENCE NORTHERLY ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 31.42 FEET TO A TANGENT LINE;

THENCE NORTH 34° 46' 41" EAST, A DISTANCE OF 114.81 FEET TO A POINT ON A TANGENT CURVE;

THENCE EASTERLY ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 93° 34' 19", AND AN ARC LENGTH OF 32.66 FEET TO A POINT OF CUSP AND TANGENT LINE;

THENCE NORTH 51° 39' 00" WEST, A DISTANCE OF 347.04 FEET TO A POINT ON A TANGENT CURVE;

THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1258.00 FEET, A CENTRAL ANGLE OF 5° 24' 36" AND AN ARC LENGTH OF 118.78 FEET TO THE POINT OF BEGINNING.

ALSO BEING SHOWN AS PARCEL 2 ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED November 4, 2005, INSTRUMENT NO. 2005476972, OFFICIAL RECORDS OF ALAMEDA COUNTY.

PARCEL 2:

BEING A PORTION OF PARCEL 2 OF PARCEL MAP 2542, FILED June 8, 1978, PARCEL MAP BOOK 102, PAGE 51, ALAMEDA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 2 OF PARCEL MAP 2542, FILED June 8, 1978, PARCEL MAP BOOK 102, PAGE 51, ALAMEDA COUNTY RECORDS, ALONG THE BOUNDARY OF SAID PARCEL 2 SOUTH 34° 46' 41" WEST A DISTANCE OF 496.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 34° 46' 41" WEST A DISTANCE OF 560.19 FEET;

THENCE LEAVING SAID BOUNDARY SOUTH 63° 48' 58" EAST A DISTANCE OF 408.44 FEET;

THENCE NORTH 34° 46' 41" EAST A DISTANCE OF 560.19 FEET;

THENCE NORTH 63° 48' 58" WEST A DISTANCE OF 408.44 FEET TO THE TRUE POINT OF BEGINNING.

ALSO BEING SHOWN AS LOT 2A2 ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED November 4, 2005, INSTRUMENT NO. 2005476972, OFFICIAL RECORDS OF ALAMEDA COUNTY.

PARCEL 3:

LOT D, AS SHOWN ON PROPERTY DIVISION MAP NO. 116, PARCEL 2D1, FILED June 18, 1947, BOOK 47 OF PROPERTY DIVISION MAPS, PAGE 33, ALAMEDA COUNTY RECORDS.

PARCEL 4:

PARCEL 1 OF THAT CERTAIN PARCEL MAP 1445, FILED December 26, 1974, IN PARCEL MAP BOOK 84, PAGE 98, ALAMEDA COUNTY RECORDS.

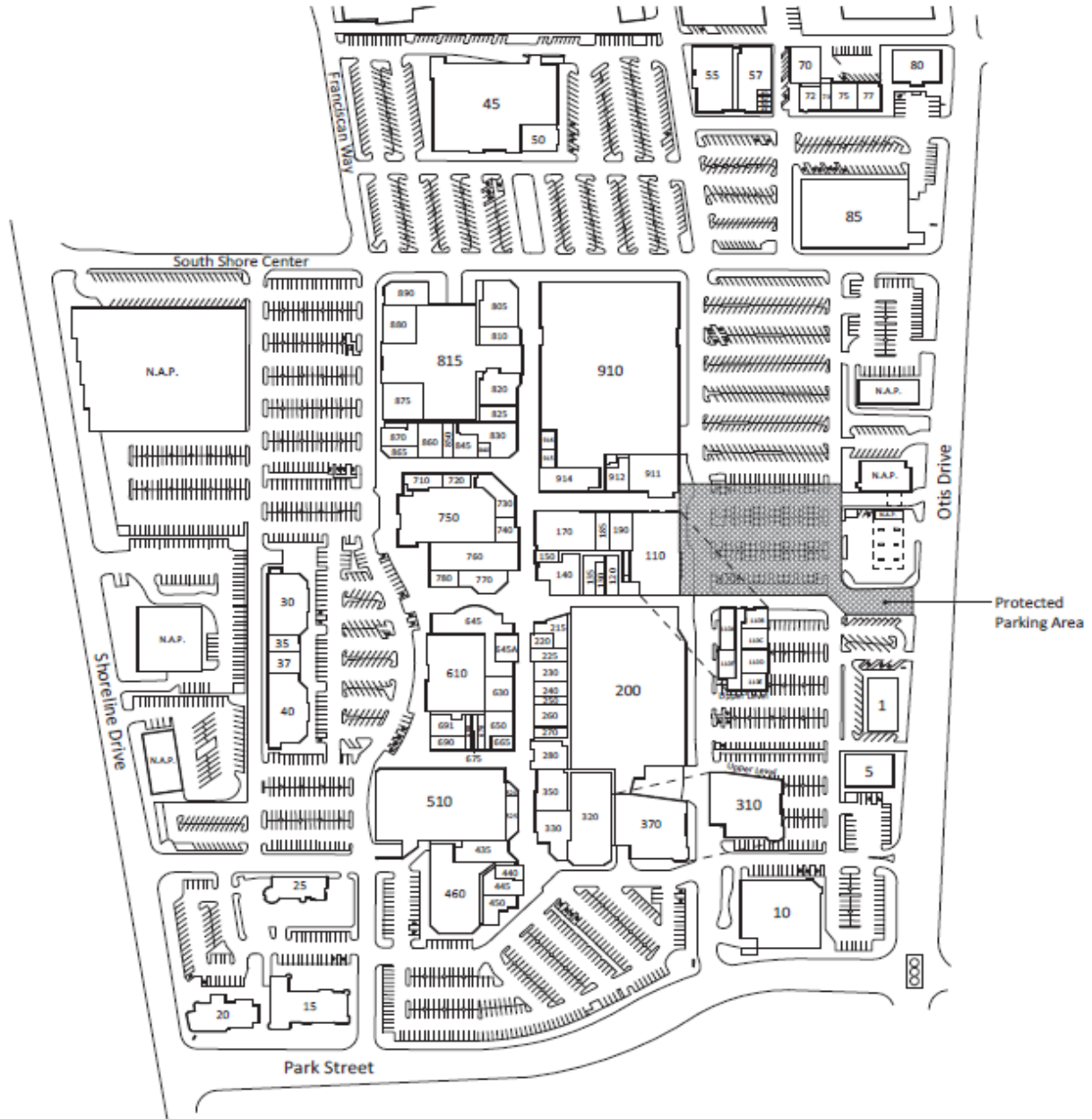
PARCEL 5:

A NONEXCLUSIVE, APPURTENANT, PERPETUAL EASEMENT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REMOVING, REPAIRING, REPLACING AND USING THE SIDEWALK, TOGETHER WITH THE NONEXCLUSIVE RIGHT OF INGRESS TO AND EGRESS FROM, AS CREATED BY DOCUMENT ENTITLED, "MUTUAL AGREEMENT AND RECIPROCAL EASEMENT FOR SIDEWALK" RECORDED November 6, 2008, INSTRUMENT NO. 2008324670, OFFICIAL RECORDS.

EXHIBIT B
SITE PLAN

Exhibit B- Site Plan

Page 1 of 2

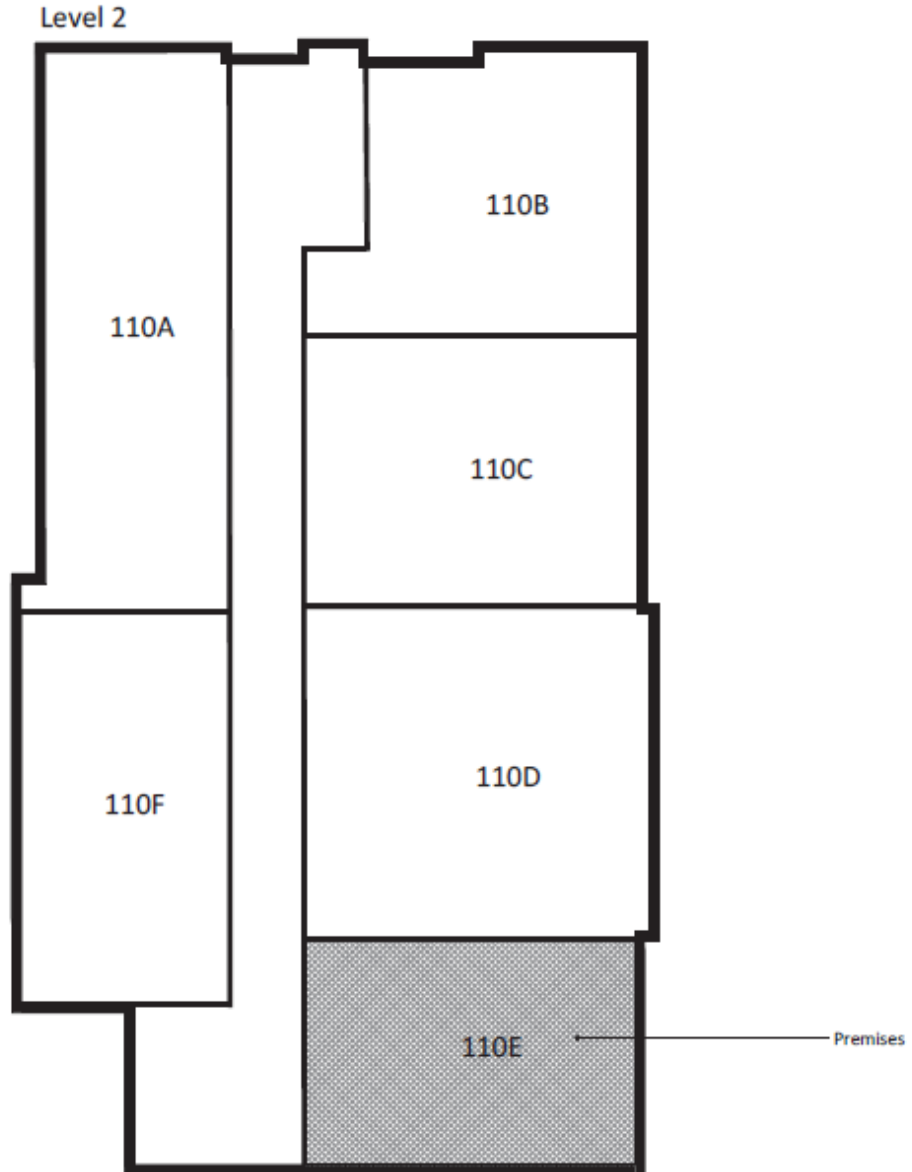


This exhibit is for reference only and is not a representation as to size, dimension, or location of any tenant in the shopping center. All building, improvements, their occupants, and their uses as shown on this plan are subject to modification at the landlord's discretion.

Exhibit B- Site Plan
South Shore Center
Alameda, CA
Property #824
March 2021

Exhibit B - Site Plan

Page 2 of 2



This exhibit is for reference only and is not a representation as to size, dimension, or location of any tenant in the shopping center. All building, improvements, their occupants, and their uses as shown on this plan are subject to modification at the landlord's discretion.

Exhibit B - Site Plan
South Shore Center
Alameda, CA
Property #824
March 2021

**EXHIBIT “C”
CONSTRUCTION OBLIGATIONS**

1. LANDLORD’S WORK

1.1. General. None. Tenant accepted possession of the Premises in its “as is” condition, without representation or warranty by Landlord. Landlord has no obligation with respect to construction within or about the Premises or the Shopping Center.

2. TENANT’S WORK

2.1 General. None.

**EXHIBIT “D”
SIGN CRITERIA**

1. GENERAL PROCEDURES.

Within thirty (30) days after the Effective Date of the Lease, Tenant shall cause its sign company to prepare and deliver three (3) complete sets of plans and specifications of Tenant’s proposed signage to Landlord for its review and approval. Prior to engaging the sign company, Tenant shall supply the sign company with a copy of this Exhibit “D” and instructions to work within the design parameters noted therein. Upon receipt of plans, Landlord will expeditiously review the same, noting its approval, conditional approval or required changes on the plans returning two (2) sets of marked-up plans to Tenant’s sign company. If changes are required, the sign company will clear changes with Tenant and, within five (5) days, resubmit to Landlord for approval. All sign plans shall be delivered to: David Geiser at Merlone Geier Management, 4365 Executive Drive, Suite 1400, San Diego, California 92121.

1.1 Tenant and its sign company shall have Landlord’s prior written approval of all signs before making submittals to the City and before commencing the fabrication of the signs.

1.2 Tenant’s sign company, on behalf of Tenant, shall pay for and obtain all City permits and licenses required for installation and maintenance of signage.

1.3 No decals shall be visible, except as required by local codes and ordinances.

1.4 No exposed conduits or raceways will be allowed. All electric signs must have time-switch controls and accessible switches in a location as required by code.

1.5 The sign contractor shall be responsible for the fulfillment of all requirements and specifications, insurance, completing the installation in a workmanlike manner, clean up, patching and painting all surfaces damaged by them.

1.6 Tenant is responsible for the sign fabrication, installation, cost and maintenance in its entirety.

1.7 All signs and the installation thereof must comply with all City sign ordinances and local building and electrical codes.

1.8 Location and spacing of the signs on all buildings shall be at a location, which centers on that tenant space, or as approved by Landlord.

1.9 Letter style and design are encouraged to be in good taste. Logos and graphics will be evaluated on an individual basis.

1.10 Tenant’s choice of letter color shall be subject to final approval by Landlord.

2. NOTICE.

Tenant must obtain from Landlord, in writing, an approval of sign shop drawings prior to manufacture and installation. The drawings shall show all of the minimum information shown on these criteria and any deviations to it. Tenant shall submit a minimum of three (3) shop drawings to the address below. Two (2) drawings will be returned with an approval and/or comments in a reasonable amount of time.

Merlone Geier Management
RE: South Shore Center
Attn: David Geiser
4365 Executive Drive, Suite 1400
San Diego, California 92121

EXHIBIT "E"
INTENTIONALLY OMITTED

EXHIBIT "F"
INTENTIONALLY OMITTED

EXHIBIT "G"
TENANT ESTOPPEL CERTIFICATE

RE: That certain lease dated _____ (the "Lease") between _____ [MGP ENTITY] (the "Landlord") and _____ (the "Tenant") for premises located in the _____ Shopping Center in City, State, identified as Suite No. _____, containing approximately _____ square feet (the "Premises"), as further described in the Lease.

The undersigned, as Tenant under the above referenced Lease, hereby certifies as follows:

1. The above-referenced Lease has not been modified or amended in any way, except for the following modifications or amendments, if any (it will be presumed that there are no modifications or amendments unless they are specified here):

_____ (as so modified or amended, the "Lease"). The Lease represents the entire agreement between the parties as to the leasing of the Premises.

2. The Lease is in full force and effect.

3. All conditions under the Lease to be performed by Landlord as a condition to the full effectiveness of the Lease have been satisfied. As of this date, Tenant has (a) no claims against Landlord, and (b) no defenses or offsets against the enforcement of the Lease by Landlord.

4. The term of the Lease began on _____, and expires on _____ (including renewal options already exercised, if any). The term is subject to _____ [(____)] outstanding renewal option(s) of _____ (____) years each pursuant to Section ____ of the Lease (it will be presumed that there are no outstanding renewal options unless they are specified here).

5. Tenant has opened for business in the Premises and is currently conducting business therein.

6. The Minimum Rent obligation of Tenant under the Lease is in effect and the current Minimum Rent is _____ (\$____) per month. The Minimum Rent is subject to periodic increases or adjustment pursuant to Section ____ of the Lease.

7. Intentionally omitted.

8. No rent has been paid for any period after the end of the current calendar month.

9. The current amount of the security deposit held by Landlord is \$_____.

10. Tenant has no actual notice or actual knowledge of any assignment, hypothecation, or pledge by Landlord of the rent payable under the Lease.

11. Tenant has no right of first refusal, option, or other right to purchase all or any portion of the Premises or the Property of which the Premises is a part.

12. Tenant does not have any exclusive right to use the Premises for any use or uses, nor does the Lease provide for any restriction or prohibition on any use or uses on the property of which the Premises are a part.

13. From and after the date hereof, Tenant will not pay any rent under the Lease more than thirty (30) days in advance of its due date.

14. This Tenant Estoppel Certificate shall not be deemed to alter or modify any of the terms and conditions of the Lease, except to the extent specifically set forth herein.

This certification is made for the benefit of Landlord, [_____ (Lender)] and any lenders with an interest in any deed of trust now or hereafter encumbering the property of which the Premises are a part.

IN WITNESS WHEREOF, the undersigned Tenant has executed this Certificate as of the date written below.

TENANT:

Tenant Name dba Tenant dba

Date: _____, 20__

By: _____

Its: _____

EXHIBIT "H" RULES AND REGULATIONS

Landlord hereby establishes the following rules and regulations for the safety, care and cleanliness of (i) the store areas (hereinafter referred to as the "**demised premises**") of any tenant or tenants of the Shopping Center (hereinafter referred to as the "**tenant**"); (ii) the Common Area; and (iii) the Shopping Center in general. The following is not intended to be exclusive, but to indicate the manner in which the right to use the store and Common Area is limited and controlled by Landlord.

1. All floor areas of the demised premises, doors, fixtures, windows, and plate glass shall be maintained in a clean, safe and good condition.

2. All trash, refuse and waste materials shall be stored in adequate containers and regularly removed from the demised premises. These containers shall not be visible to the general public and shall not constitute a health or fire hazard, or a nuisance to any other tenant.

3. Tenants may use the demised premises only for the use as stated in the lease and for no other purpose. Without Landlord's consent, tenants may not utilize the Common Area, sidewalks or walkways adjacent to the demised premises nor the roof of the demised premises for any of the following uses: to display, store, or place any merchandise, signage, equipment or devices; to install public telephones/telecommunication systems, newsstands, vending or other coin operated machines; nor may the demised premises be used to conduct any type of distress or "going out of business" sale; to store any merchandise or materials, other than those reasonably necessary for the operation of a tenant's business, or to black out or otherwise obstruct the windows of the demised premises. In addition, no shopping carts and/or baskets may be stored outside the designated areas.

4. Other than those areas, if any, specifically designated as Premises on the Site Plan attached hereto, all tenants and their authorized representatives and invitees shall use any roadway or walkway (including the enclosed mall, if any) only for ingress and egress from the stores in the Shopping Center in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of five (5) miles per hour. Walkways (including the enclosed mall, if any) shall be used only for pedestrian travel.

5. Other than those areas, if any, specifically designated as Premises on the Site Plan attached hereto, the parking areas shall be used only for parking motor vehicles, which shall be parked in an orderly manner within the designated painted lines. Parking in front of the designated area will subject the vehicle to being towed off the parking lot.

6. Landlord may furnish either within the Shopping Center or reasonably close thereto, a limited amount of space for employee parking, which designation may be changed by Landlord from time to time at Landlord's sole and absolute discretion. Tenant shall furnish Landlord with its and its employees' license numbers within five (5) days after requested by Landlord and tenant shall thereafter notify Landlord of any change within five (5) days after such change occurs. If tenant or its employees fail to park their vehicles in designated parking areas, Landlord may charge tenant Twenty-Five Dollars (\$25.00) per day for each day or partial day per

vehicle parked in any areas other than those designated. Tenant hereby authorizes Landlord to tow away from the Shopping Center, at tenant's expense, any vehicle or vehicles belonging to tenant or tenant's employees that are parked in violation of the foregoing. Notwithstanding the foregoing or anything to the contrary contained elsewhere in the Lease or exhibits, Landlord may, in its sole discretion, charge for automobile or other vehicular parking, and/or install parking meters in the parking areas comprising the Shopping Center. Tenant's customers will be afforded such free parking with validation as Landlord provides to a majority of the tenants in the Shopping Center.

7. No person shall use any of the Common Area, (or any cars in the parking lot) for any of the following uses without the prior written consent of Landlord: (i) vending, peddling or soliciting orders for sale or distributing of any matter; (ii) exhibiting or distributing any written material; (iii) soliciting membership or contributions for any purpose; (iv) parading, patrolling, picketing, demonstrating of any kind; (v) any purpose when none of the businesses in the Shopping Center are open for business; or (vi) any sound-making or lighting device. Tenant shall not use the Common Area or any other premises outside of the Premises for the sale, display, or storage of any combustible materials.

8. If a tenant provides its customers with the use of shopping carts and/or baskets, such tenant shall be responsible for causing said carts and/or baskets to be stored only in areas designated by Landlord. If such tenant fails to routinely collect and store said carts as necessary (at least twice on a daily basis), Landlord may assume the responsibility of same and may bill the tenant involved on an estimated monthly basis for such service.

9. All deliveries or shipments of any kind to and from the Premises, including loading and unloading of goods, shall be made by way of the rear of the Premises or at any such reasonable location designated by Landlord, and only at such reasonable times designated for such purpose by Landlord. Trailers and/or trucks servicing the Premises shall remain parked in the Shopping Center only during those periods reasonably necessary to service tenant's operations, and then only in locations designated by Landlord.

10. Tenant shall not place, or cause or allow to be placed, any signs, placards, banners, flags, pictures, advertisements, notices or lettering whatsoever, in, about or on the exterior of the Premises or Shopping Center except in and at such places as may be consented to by Landlord in writing or as allowed by the Sign Criteria for the Shopping Center promulgated by Landlord from time to time. Any such signs, placard, advertisement, picture, notice or lettering so placed may be removed by Landlord without notice to and at the expense of tenant. All lettering and graphics on doors shall conform to the Signe Criteria.

The above listing of specific prohibitions is not intended to be exclusive, but is intended to indicate the manner in which the right to use the Common Area solely as a means of access and convenience in shopping at the business establishments in the Shopping Center is limited and controlled by Landlord.



**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: Tonya Schuler-Cummins, Senior Management Analyst

Date: August 18, 2021

Re: Approve IT Contract Renewal for Yardi Systems Inc. and ECS Imaging Inc.

BACKGROUND

Contracts in excess of \$250,000 are to be approved by the Board and the maximum contract period under our procurement procedures is 5 years. The contracts for Yardi and Laserfiche both automatically renew under the contract terms in the software agreements which are needed to receive the software systems.

DISCUSSION

The Housing Authority selected Yardi Systems, Inc. (Yardi) as its client database solution in 2002 after a competitive RFP process. The selection of this vendor was taken to the Board of Commissioners at that time and a contract was signed on November 7, 2002. In addition to providing the central database for the Housing Choice Voucher program, including the monthly submissions to HUD's secure systems, Yardi also provides additional services to the Housing Authority. The database system was upgraded on April 10, 2017 to the newest platform. This upgrade increased functionality of the program along with integration options including online portals for applicants, landlords, participants, and vendors. This software solution is the only one with many online solutions fully launched. By the fall, Yardi will have upgraded the applicant portal to allow for paperless referrals from partner agencies such as the Department of Veteran Affairs (for VASH) and the County of Alameda (for the Family Unification Program and the new Emergency Housing Vouchers).

Currently, Yardi is also providing an eLearning platform for all employees to obtain training on a wide variety of topics, including the upgraded Yardi systems training, business writing, Excel training, and the Housing Authority's Employee Handbook.

A Request for Proposals resulted in Yardi being selected as the provider of background checks and credit histories for the Housing Authority. This was a competitive process,



and Yardi's proposal was the most cost effective.

The annual contract for Yardi is approximately \$168,000 per year. As the Agency has spent almost \$1.8 million on contracts over the last 19 years with Yardi, this memo is being provided to the Board of Commissioners to provide an update and request approval to continue these services for another five years. A change in database can cost a significant amount, and there are very few platforms in the marketplace that can handle both the Housing Choice Voucher program requirements and Development requirements. A change to our database would result in significant loss of staff time due to data migration and training.

Summary of Yardi Contracts:

- November 7, 2002: signed original contract with no expiration date or do not exceed amount specified.
- October 13, 2014: signed an addendum for Fixed Assets and Inventory Control. No change to pricing or expiration date.
- January 22, 2015: signed an addendum for a 1-time fee to add wait list to Yardi. No change in contract ongoing pricing or expiration date.
- June 9, 2016: signed an addendum for a 1-time fee to add wait list to Yardi. No change in contract ongoing pricing or expiration date.
- August 15, 2016: signed an addendum to change to a SaaS Subscription Agreement. Changed expiration date to November 30, 2019 with an automatic renewal. Contract did not specify a do not exceed amount.
- September 20, 2016: signed an addendum to add Rent Café. Increased yearly fees, but did not change term.
- November 7, 2016: signed Screening Services Activation Agreement for criminal and credit histories. Did not change other contract.

The Housing Authority selected ECS Imaging, Inc. (ECS) as its vendor for the Laserfiche imaging database solution in 2010 after a competitive RFP process. On March 1, 2010, a Consultant Agreement was executed terminating February 28, 2011 for an amount of \$38,000 for initial set-up. The Housing Authority has been paying on average \$21,000 a year since 2010. The agency is currently paying about \$15,000 per year for Laserfiche and Laserfiche FORMS. Laserfiche allowed the agency to move to an almost paperless agency early in 2020 in conjunction with the Yardi online portals. From 2010 to current, the Housing Authority has paid ECS approximately \$205,000 for this software solution.

FISCAL IMPACT

These are both budget items and the above totals are within the yearly budget amounts.

CEQA

Not applicable.

RECOMMENDATION

Accept this report and authorize the Executive Director to continue to budget for these two software solutions through the next five years budget cycle.

ATTACHMENTS

None

Respectfully submitted,

Tonya Schuler-Cummins, Senior Management Analyst



**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: Tonya Schuler-Cummins, Senior Management Analyst

Date: August 18, 2021

Re: Approve Amendment to the Administrative Plan by Adding Chapter 19 for Emergency Housing Vouchers (Amendment 2021-01)

BACKGROUND

The Administrative Plan for the Housing Choice Voucher Program (HCVP) for the AHA establishes the policies and procedures whereby the Housing Authority will administer HCVP tenant-based and project-based rental assistance programs under contract to HUD and in accordance with applicable statutes, HUD regulations, and state and local law.

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as “the ARP”) into law, which provides over \$1.9 trillion in relief to address the continued impact of the -COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

Section 3202 of the ARP appropriates \$5 billion for new incremental EHV, the renewal of those EHV, and fees for the cost of administering the EHV and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

Under PIH Notice 2021-15, in May 2021, HUD allocated 70,000 EHV to public housing authorities and issued guidance on the administration of these EHV. On May 10, 2021, HUD notified the AHA of its allocation of 57 EHV, which AHA indicated an acceptance of on May 13, 2021.

DISCUSSION

PIH Notice 2021-15 allowed the AHA to make policy decisions by amending the Administrative Plan for the EHV program. The AHA is electing to make the amendment



by adding a chapter just for EHV as it did for the VASH program.

The AHA worked in conjunction with the County of Alameda, the Housing Authority of the County of Alameda, the Berkeley Housing Authority, and the Oakland Housing Authority to determine rules policies that made sense for all four of the jurisdictions. In some cases, the AHA and other PHAs elected to implement the same policies, but in others the housing authorities each decided what was best for the jurisdiction in which they operate.

PIH Notice 2021-14 COVID-19 Statutory and Regulatory Waivers and Alternative Requirements for the Public Housing, Housing Choice Voucher (including Mainstream and Mod Rehab), Indian Housing Block Grant and Indian Community Development Block Grant programs, Suspension of Public Housing Assessment System and Section Eight Management Assessment Program, Revision 3 allows revisions to be implemented prior to adoption by the Board of Commissioners. A draft was provided during the June 2021 meeting and implemented in July 2021 with the first referrals received for EHV. The attached chapter does reflect changes from the draft version. In order to stay in compliance with PIH Notice 2021-14, the implemented revision of the Administrative Plan needs to be adopted by December 31, 2021 or removed from the Administrative Plan.

FISCAL IMPACT

This Amendment to the HCVP Administrative Plan will not have a significant financial impact beyond the funding being received for the EHV program.

CEQA

Not applicable.

RECOMMENDATION

Approve Amendment to the Administrative Plan by Adding Chapter 19 for Emergency Housing Vouchers (Amendment 2021-01)

ATTACHMENTS

- 1. Attachment 2021-01 Chapter 19

Respectfully submitted,

Tonya Schuler-Cummins, Senior Management Analyst

Attachment 2021-01

Chapter 19

EMERGENCY HOUSING VOUCHERS

Effective July 21, 2021

INTRODUCTION

This chapter describes the HUD regulations and PHA policies related to the Emergency Housing Vouchers (EHVs) as outlined in PIH Notice 2021-15.

Part I: Overview of the Program. General overview of the EHV program and goals.

Part II: Eligibility and Admissions. Policies related to eligible families and admission into the EHV program.

Part III: Continued Occupancy. HCV Policies will govern the EHV program.

Part IV: Termination and Reissuance. Policies related to termination and reissuance of EHV program vouchers.

PART I. OVERVIEW OF THE PROGRAM

19-I.A. OVERVIEW

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as “the ARP”) into law, which provides over \$1.9 trillion in relief to address the continued impact of the -COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

Section 3202 of the ARP appropriates \$5 billion for new incremental EHVs, the renewal of those EHVs, and fees for the cost of administering the EHVs and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

Under PIH Notice 2021-15, in May 2021, HUD allocated 70,000 EHVs to public housing authorities and issued guidance on the administration of these EHVs. The AHA was allocated 57 EHVs. The AHA cannot reissue any turnover EHV after September 30, 2023.

All other sections of this Plan apply to EHV unless explicitly stated otherwise in this chapter or HUD regulation or guidance. COVID waivers applied to the regular HCV program that are eligible to the EHV program will be applied to EHV. These updates are posted on the AHA’s website if in effect.

19-I.B. FUNDING AND USES OF FUNDING

Funding and its approved uses are spelled out in PIH Notice 2021-15.

ADMINISTRATIVE FEES

Administrative fees received for EHV can only be used for EHV and must be recorded separately for the Administrative Fees of other AHA programs.

- **On-going monthly administrative fee:** received to administer the program calculated the same as under the Housing Choice Voucher program
- **Preliminary Fee:** single, one-time payment
- **Placement Fee/Expedited Issuance Reporting Fee:** one-time fee received for initial lease-up of each EHV. Amount depends on time to lease.
- **Service Fee:** one-time fee for each EHV allocated.

At the recommendation of the Director of Housing Programs and with the Approval of the Executive Director or designee, one-time administrative fees may be used for other eligible expenses (see next section).

QUALIFIED ACTIVITIES FOR ONE-TIME ADMINISTRATIVE FEES

Each EHV household shall be eligible for up to \$3500 of services; choice and provision of the services will be at the AHA's discretion.

1) Housing Search Assistance if unavailable through the CoC

- a) Identify and visit possible units including ADA accessible
- b) Transportation and directions
- c) Rental application assistance
- d) Expedite leasing process including payment of leasing related fees

2) Security Deposit if unavailable through the CoC

- a) Security Deposit Assistance
 - i) Cannot exceed the less of
 - (1) Two month's rent
 - (2) Maximum security deposit allowed under law
 - (3) Actual amount required by owner for other unassisted units
 - ii) The AHA will pay the security deposit directly to the owner
 - iii) The owner must refund the security deposit to the AHA at the end of the tenancy less any amounts retained by the owner in accordance with the lease and California State law.

3) Owner-related Uses

- a) Owner recruitment and outreach
- b) Owner incentive and/or retention payments
 - i) The AHA will make one-time incentive payments of \$500 at the lease-up of an EHV family.

4) Other Eligible Uses

- a) Tenant-readiness services

- i) Fees may be paid for customized plans to address or mitigate barriers such as negative credit, lack of credit, negative rental or utility history or to connect the family to other resources.

19-I.C. RESPONSIBILITIES UNDER PROGRAM

Agencies with MOU's with the AHA will refer families according to the terms in the MOU. The AHA will issue and administer the EHV.

PART II. ELIGIBILITY AND ADMISSION

19-II.A. ELIGIBILITY

To be eligible a family must be:

- Homeless;
- At risk of homelessness;
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

The definitions for eligibility are found in PIH Notice 2021-15 section 8.a. These definitions will be used rather than definitions provided in other parts of this Administrative Plan.

19-II.B. DENIAL OF ASSISTANCE

Section 3-III.B Mandatory Denial of Assistance [24 CFR 982.553(a)] does not apply to EHV, instead the following apply:

HUD requires the AHA to deny assistance to EHV in the following cases:

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program

Abusive or violent behavior towards AHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance, the AHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the AHA may, on a case-by-case basis, decide not to deny assistance.

19-II.C. REFERRAL TO PROGRAM

The AHA will receive direct referrals from Alameda County's Coordinated Entry System (CES) and other non-profit partners only if the CES does not meet MOU deadlines; therefore, since HUD waived sections of 24 CFR 982.204, the sections (mostly Chapter 4) of this Plan relating to wait list selection do not apply.

A Memorandum of Understanding (MOU) must be executed before the AHA will receive referrals from partner agencies. These partner agencies will provide to the AHA a verification that the family meets the criteria of one of the four above categories.

19-II.D. PREFERENCES

- The AHA will not apply the HCV preferences to the EHV vouchers. The referring agencies will be responsible for determining order of referrals. Wait list will be ordered by date and time referred. Admission to the EHV program will be on a first ready, first served basis.

19-II.E. VERIFICATIONS AND CORRECTION OF OMISSIONS AND ERRORS

Since HUD has waived program requirements under 24 CFR 982.201 for verifications of applicants under the EHV program, the AHA will accept documents dated over 60-days as valid verifications for EHV applicants.

EIV requirements remain in affect for applicants such as searching the Existing Tenant Search and running a report within 90 days of admission to verify reported income.

If it is discovered that the EHV family did not report income at admission into the program, the AHA will terminate the family's assistance. If is discovered that the EHV family did not correctly report income and the family would still have been eligible for the program, the AHA will offer the option to repay all overpaid assistance prior to terminating assistance.

Acceptance of verifications older than 60-days and a certification will not require additional verification until the family experiences a change in income or family composition or until the next regular reexamination.

19-II.F. HOUSING SEARCH

To obtain assistance with an initial (first lease-up) housing search, EHV referrals will be given contact information for this service once the voucher has been issued.

The AHA will use payment standards set at 120% of the area fair market rents (FMR). As of June 26, 2021, this sets the payment standards at:

Unit Size	FMR	120% of FMR (EHV Payment Standard)
Studio	\$1,595	\$1,914
1-bedroom	\$1,934	\$2,320
2-bedroom	\$2,383	\$2,859
3-bedroom	\$3,196	\$3,835
4-bedroom	\$3,863	\$4,635
5-bedroom	\$4,442	\$5,330

The selected unit must still comply with all Rent Reasonableness tests performed by AHA prior to move in.

The AHA would prefer an initial lease for 12 months to assist with housing stability but will accept a lesser term.

19-II.G. VOUCHER ISSUANCE

The AHA will issue an EHV family a voucher for an initial term of 180 days. If an extension for a voucher term of more than 180 days is needed, the regular HCV extension requirements apply. Please see Chapter 5 Section 5-II.E *Voucher Term, Extensions, and Suspensions* subpart *Extensions of Voucher Term* for additional information. The AHA will follow its normal suspension procedures found in Section 5.II.E of Chapter 5 of its Administrative Plan.

19-II.H. PORTABILITY

Portability, moving outside the City of Alameda, will not be restricted on nonresident applicants, so all applicants may move prior to initial lease-up to any jurisdiction operating a housing choice voucher program.

The AHA’s briefing for EHV families will include, along with the normal portability information, information on how portability will impact the EHV services and assistance that may be available to the family.

PART III. CONTINUED OCCUPANCY

19-III.A. APPLICABILITY OF ALL REQUIREMENTS FOR CONTINUE OCCUPANCY

All HCV rules will apply to EHV households, including adding family members.

Waivers in place for the HCV program will apply to EHV if the waiver is eligible to be applied to the EHV program under PIH Notice 2021-15.

PART IV. TERMINATION AND REISSUANCE

19-IV.A. REISSUANCE

EHV turnover vouchers will not be reissued after September 30, 2023 per PIH Notice 2021-15.

19-IV.B. TERMINATION

All HCV rules will apply to EHV households in reasons for termination by action or inaction of the family. All HCV rules will apply in the noticing and procedures of terminations such as offering an Informal Hearing of the termination if the family's action or inaction caused the termination.

19-IV.C. TERMINATION OF ASSISTANCE DUE TO UNDER FUNDING

The program has been allocated its full funding through the ARP. When the remaining EHV HAP renewal funding is no longer sufficient to fully fund all PHAs' EHV renewal funding eligibility, HUD will prorate EHV renewal funding allocations. If EHV funding received from HUD is not sufficient to cover the HAP of the remaining families, the AHA will follow all procedures to secure more EHV funding. If after all procedures are followed to obtain more funding, the funding is still insufficient to cover EHV HAP expenses, the AHA will terminate assistance in the following order:

- In consultation with any agencies providing supportive services, those families deemed the most self-sufficient with the resources to maintain housing.
- Families with the smallest EHV HAP payment.
- Families with the longest tenure in the program.

EHV families are not eligible for conversion to a Housing Choice Voucher while residing in the AHA's jurisdiction. EHV families are eligible to apply to any open wait lists the AHA administers, but the EHV does not guarantee the family a place on the wait list. The EHV family must apply and be processed in the same manner as all other applicants.



**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: Shekhar Dubbani, Management Analyst

Date: August 18, 2021

Re: Accept the monthly update on Emergency Housing Vouchers (EHV) and ratify the EHV Memorandum of Undersanding (MOU)

BACKGROUND

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as “the ARP”) into law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

Section 3202 of the ARP appropriates \$5 billion for new incremental Emergency Housing Vouchers (EHVs), the renewal of those EHV, and fees for the cost of administering the EHV and other eligible expenses defined by notice to prevent, prepare, and respond to the COVID-19 pandemic to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

Under PIH Notice 2021-15, in May 2021, the Department of Housing and Urban Development (HUD) allocated 70,000 EHV to public housing authorities and issued guidance on the administration of these EHV.

On May 10, 2021, HUD notified the AHA of its allocation of 57 EHV and required the AHA to accept these vouchers by May 24, 2021. Vanessa Cooper, Executive Director, indicated to HUD an acceptance of the 57 EHV on May 13, 2021. This acceptance resulted in the issuance of the budget authority and administrative fees to support 57 EHV on July 1, 2021.



DISCUSSION

Updates

The MOU between the four Alameda County Housing Authorities and the County of Alameda homeless entities was signed on 7/23/2021. Funding for the EHV program began July 1, 2021, and HUD is asking that PHAs streamline all processes, where possible, to ensure the success of this program. As such, HUD has put forth an aggressive timeline for the EHV lease up with increased administrative fees being paid for vouchers that are housed quickly. The MOU is being brought to the Board of Commissioners at the meeting directly after its execution for ratification. The MOU is based on HUD's outline, but some terms are PHA or jurisdiction specific. The current MOU is attached for your ratification.

The staff has started on initial outreach:

- **Trailer Site Residents-** The Village of Love provided AHA with names from the Alameda homeless trailer site. Three applications are in process. AHA has assisted the residents with completion of the application and gathering of necessary documents to complete the referral packet. The completed referral packets have been sent to the County to run their eligibility check and refer them back to AHA to process it.
- **Radisson Hotel Resident Referrals-** The County has referred 13 applicants to AHA who are all currently residing at this hotel as part of the Project Roomkey program. On July 29, 2021, AHA visited the hotel site, met with applicants and completed four applications. These are currently back with the County, who will review the completed application packets. Another nine applicants are scheduled on August 4, 2021, to complete the initial application.
- **Tracking Referrals-** Applications will be tracked using a common tracking sheet to maintain a record of names, sources, processing time for each step, and timelines. A summary, without any personal information, of progress will be attached with this memo in the coming months.
- **Vacant AHA Units-** All the referrals are given a list of Alameda vacant units available through AHA , in case the applicants prefer to live in AHA properties or units of landlords that have been registered with AHA, to expedite the lease-up process. Applicants can use the voucher anywhere in the United States.
- **Resident Services-** Applicant referrals come with a Housing Navigator from the County. These navigators help applicants gather all the necessary documents and provide assistance in keeping applicants housed.

Upcoming Actions

Once staff have received the approved referrals from the County, AHA plans to do voucher briefings twice a week through an online platform and in-person until all 57 vouchers are issued. Staff and the assigned housing navigator will continue to assist the

applicants with the lease-up process. AHA hopes to get all 57 vouchers issued before October 30, 2021.

FISCAL IMPACT

HUD has provided additional funds for the subsidy, services and administrative work to issue and lease up these vouchers.

CEQA

Not applicable.

RECOMMENDATION

Not applicable.

ATTACHMENTS

1. Signed MOU

Respectfully submitted,

Shekhar Dubbani, Management Analyst

**MEMORANDUM OF UNDERSTANDING
U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
EMERGENCY HOUSING VOUCHERS**

This MEMORANDUM OF UNDERSTANDING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT EMERGENCY HOUSING VOUCHERS (“MOU”) is entered into this 20 th day of July, 2021 ("Effective Date") by and between the HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA, a public body corporate and politic ("Oakland Housing Authority"), the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic ("Alameda City Housing Authority"), the HOUSING AUTHORITY OF THE CITY OF BERKELEY ("Berkeley Housing Authority"), and the HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA, a public body corporate and politic ("Housing Authority of the County of Alameda"), collectively referred to herein as "Housing Authority", the Oakland, Berkeley, Alameda County Continuum of Care (CA-502) (defined below) ("County CoC"), and the County of Alameda (“COUNTY”) on behalf of its Alameda County Health Care Services Agency (“HCSA”) for the purpose of establishing a partnership to administer the Emergency Housing Vouchers ("EHV") pursuant to U.S. Department of Housing and Urban Development Notice PIH 2021-15 (HA), issued May 5, 2021. Each Housing Authority and the County CoC, and COUNTY will be referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, each Housing Authority is a public housing agency (PHA) pursuant to 42 USCS 1437a (b)(6)(A);

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as the “ARP”) into law. Section 3202 of the ARP appropriates \$5 billion for new incremental Emergency Housing Vouchers (EHVs), the renewal of those EHV’s, and fees for the cost of administering the EHV’s and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners;

WHEREAS, eligibility for these EHV’s is limited to individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability. PHAs have the right to create additional agreements for referrals of applicants meeting these criteria;

WHEREAS, EHV’s are tenant-based rental assistance under section 8(o) of the United States Housing Act of 1937 (42 U.S.C. 1437f (o));

WHEREAS, each Housing Authority currently administers an HCV program in one of the

following localities, the City of Oakland, the City of Alameda, the City of Berkeley, and the County of Alameda, through their respective existing Consolidated Annual Contributions Contracts (CACC) with the U.S. Department of Housing and Urban Development (HUD) and are each eligible to receive an EHV funding allocation pursuant to Notice PIH 2021-15;

WHEREAS, HUD has established an alternative requirement under which, if the PHA agrees to accept an allocation of EHV's, the PHA must enter into a Memorandum of Understanding with the CoC to establish partnership for the administration of the EHV's;

WHEREAS, each Housing Authority desires to implement and administer the EHV program by working with community partners to determine the best uses and targeting for EHV's along with other resources available in the community, including services to EHV families such as housing search assistance during their initial housing search, assisting families with security deposit, utility deposit, rental application and holding fees, and owner recruitment and outreach, among other assistance;

WHEREAS, Continuum of Care (CoC) means the group organized to carry out the responsibilities required under the Continuum of Care Program Rule 24 CFR 578, published July 31, 2012, which details the requirements for establishing and operating a Continuum of Care ("Interim Rule"). In Alameda County the CoC is part of a collective impact effort to end homelessness. It is composed of representatives of organizations including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate;

WHEREAS, the CoC can delegate its responsibilities to a board/council, and organizations including the CoC Lead, to act on its behalf in fulfilling these responsibilities. The Continuum of Care Lead ("CoC Lead") is the entity designated by the CoC to coordinate its operations and planning functions, including the submission of the CoC funding application. EveryOne Home, the County CoC here under, is the CoC Lead and has been delegated the responsibility to act on the CoC's behalf in fulfilling its responsibilities under this MOU;

WHEREAS, the County CoC is organized to carry out the responsibilities required under the EHV program. Provisions in the CoC Program Interim Rule at 24 CFR § 578.7(a)(8) require that CoCs establish a Coordinated Entry (CE) System. The CE System is a centralized or coordinated process designed to coordinate program participant intake, assessment and provision of referrals;

WHEREAS, the Coordinated Entry (CE) System is managed by a Management Entity. The Management Entity manages and operates the coordinated entry system pursuant to CoC Program Interim Rule at 24 CFR § 578.7(a)(8). The CoC Board provides strategic direction and provides oversight of the Management Entity to ensure the County CoC complies with HUD obligations;

WHEREAS, HCSA has been designated by the County CoC as the Coordinated Entry Management Entity; the primary responsibility of HCSA under this MOU is to make direct referrals of qualifying individuals and families to the Housing Authority and to provide services that are

normally provided to homeless persons for free, for the total number of EHV voucher holders. HCSA Coordinated Entry staff will be responsible for determining whether the family qualifies under one of the four eligibility categories for EHV's. Pursuant to Notice PIH 2021-15, the Coordinated Entry Management Entity of the County CoC must always retain the direct referral responsibility except in situations as specified in the Notice such as: 1) facilitation of an emergency transfer in accordance with the Violence Against Women Act (VAWA) per the PHA's Emergency Transfer Plan or 2) the CoC coordinated entry system does not refer a sufficient number of eligible families in a timely manner which is defined as 75% of the voucher allocation by September 1, 2021 and 100% by October 30, 2021 or demonstrate to the Housing Authority that sufficient referrals have been provided with the application packet by October 31, 2021 to meet the voucher allocation;

WHEREAS, the Housing Authority and County CoC desire to partner to administer the EHV program pursuant to Notice PIH 2021-15. This MOU is intended to memorialize certain rights and obligations of the Parties related to the EHV program partnership and is a complete statement of the responsibilities of the Parties and evidence of a commitment of resources to the EHV program.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

I. Incorporation of Recitals The Recitals set forth above are true and correct and incorporated herein by this reference. All capitalized terms not defined herein shall have the meaning ascribed to such terms in Notice PIH 2021-15.

II. Introduction and Goals This MOU adopts the following goals and standards of success in administering the EHV program:

1. The Housing Authority and County CoC through HCSA are committed to administering the EHV program by:
 - a. Administering the EHV's in accordance with all program requirements, including, but not limited to the program requirements set forth in Notice PIH 2021-15 (HA) incorporated herein by this reference; and
 - b. Assisting the total number of EHV households throughout the County of Alameda to secure and sustain affordable housing.

2. Administration/MOU Liaison

- a. The Senior Policy Analyst of the Oakland Housing Authority identified below shall serve as the lead EHV liaison on behalf of the Oakland Housing Authority:

Julie Christiansen (or designated replacement)
1619 Harrison Street
Oakland, CA 94612
Jchristiansen@oakha.org
510-390-7335 cell - preferred

510-874-1511

- b. The Management Analyst of the Alameda City Housing Authority identified below shall serve as the lead EHV liaison on behalf of the Alameda City Housing Authority:
Shekhar Dubbani
701 Atlantic Avenue
Alameda, CA 94501
sdubbani@alamedahsg.org
510-747-4344
- c. The Acting Executive Director of the Berkeley Housing Authority identified below shall serve as the lead EHV liaison on behalf of the Berkeley Housing Authority:
Rachel Gonzales-Levine
1947 Center St. 5th Floor
Berkeley, CA 94704
Rgonzales-levine@cityofberkeley.info
510-981-5485
- d. The Administrative Analyst II of the Housing Authority of the County of Alameda identified below shall serve as the lead EHV liaison on behalf of the Housing Authority of the County of Alameda:
Oscar Macias
22941 Atherton Street
Hayward, CA 94541
oscarm@haca.net
510-727-8541
- e. The Executive Director of EveryOne Home, a project of the Tides Center identified below shall serve as the lead EHV liaison on behalf of the County CoC:
Chelsea Andrews
12871 Washington Avenue, #619
San Leandro, CA 94577
candrews@everyonehome.org
510-473-8643
- f. The Director of Home Stretch in the Office of Homeless Care and Coordination identified below shall serve as the lead EHV liaison on behalf of the Alameda County Health Care Services Agency:
Anna Fellers
1900 Embarcadero, Suite 206
Oakland, CA 94606
Anna.fellers@acgov.org
(510) 407-1426 (cell)

III. Populations eligible for EHV assistance to be referred by County CoC.

1. The following populations shall be eligible for EHV assistance and will be referred to the Housing Authorities by the HCSA [or other partnering agencies through specific Housing Authority MOUs referred to as “partnering agency”]:

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories, definitions of which are set forth in Exhibit A attached hereto and incorporated herein by this reference:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability.

In Alameda County, the following groups have been prioritized for EHV:

- Homeless (prioritized through coordinated entry, including a 9% set-aside for Transition-aged youth)
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking (prioritized through coordinated entry in collaboration with provider agencies, a 10% set-aside)
- Recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability (targeted to people who were at high risk for COVID-19 complications and exited Project Roomkey with temporary subsidies).

In general, the verification that the individual or family meets one of these eligibility categories is conducted by HCSA Coordinated Entry staff and providers. Coordinated Entry must provide supporting documentation at the time of referral to the Housing Authority of the referring agency’s verification and certification that the family meets one of the eligible categories for EHV assistance. The Housing Authority must retain this documentation as part of the family’s file. Examples of HUD approved certifications that can be used to document the referring agency’s verification are attached hereto as Exhibits B and C respectively and incorporated herein by this reference.

Individuals and families classified as recently homeless must be referred by HCSA Coordinated Entry staff and providers or designee.

2. General Eligibility and Prioritization. Coordinated Entry prioritization and assessment factors are approved by the CoC and posted at <https://everyonehome.org/>.

3. HCSA, as the management entity of the County COC, shall generally submit eligible EHV tenant referrals to one of the four Housing Authorities pursuant to the following procedures: based on where tenants have been housed (if recently housed and homeless), “home city” as reported in the Homeless Management Information System, and where the referred person would like to live in as long as EHV are available at that Housing Authority.

The Housing Authorities plan to work with the CoC referral partners to establish a detailed workflow for the referral process and will use these procedures once they have been established. The referral process may differ for each Housing Authority and be based on items such as but not limited to email, data sharing portals or business system transmittals.

IV. Services to be provided to eligible EHV families

The following services shall be provided to assist individuals and families to have success in the EHV program and will be provided by the designated entity or its approved partner in accordance with Notice PIH 2021-15 (HA). Costs for these services will be assumed by the designated entity. Services customarily covered by the CoC are prohibited from being covered by EHV services funds allocated to the Housing Authorities through the award of EHV vouchers:

1. HCSA Coordinated Entry staff and providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance; while aiding households in addressing barriers;
2. HCSA Coordinated Entry staff and providers will support the Housing Authority in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the Housing Authority;
3. HCSA Coordinated Entry staff and providers will provide housing search assistance called Housing Navigation for eligible individuals and families. This assistance may consist of identifying and visiting possible units, transportation and direction assistance, documentation preparation, counseling on lease requirements, housing application assistance, advocacy for benefits and move-in assistance;
4. HCSA Coordinated Entry staff and providers will provide Housing Deposit assistance, which includes as deemed necessary security deposits, utility establishment fees which may include paying for any arrears, flexible funding for unit holds or incentives, utility deposits and optional essential household items and renters insurance as deemed necessary, to the extent that such funding is available and allocated in ESG-CV;
5. HCSA Coordinated Entry staff and HCSA-contracted providers will assess and refer individuals and families to additional benefits and supportive services including post move-in services, where applicable;
6. Coordinated Entry staff and HCSA-contracted providers will provide to voucher participants Tenancy Support services, which consist of support services throughout the duration of the tenancy such as education and training, linkage to community resources,

and assistance with regularly scheduled housing re-certifications;

7. HCSA Coordinated Entry staff and HCSA-contracted providers will provide Landlord Liaison assistance, by working with property owners to secure units and 24 hotline assistance per funding availability;
8. Coordinated Entry staff and HCSA-contracted providers will be responsible for all entry in to HMIS

V. Housing Authority Roles and Responsibilities

During the term of this MOU, the Housing Authority will fulfill each of the following responsibilities for the EHV program, at the sole cost of the Housing Authority, and in accordance with Notice PIH 2021-15 (HA):

1. Coordinate and consult with the HCSA and CoC in developing the services and assistance to be offered to the EHV referrals;
2. The Housing Authority will establish windows of time for EHV applicants to complete intake interviews or review the intake packets for completeness and work directly with assigned staff to resolve missing or incomplete items and notify the applicant and any designated assistance staff such as Housing Navigators of appointment information as specified in process workflows;
3. Accept direct referrals for eligible individuals and families from HCSA through the Coordinated Entry System, and where applicable other referring agencies if the PHA has a separate MOU with those agencies;
4. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner;
5. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner;
6. Designate a staff to serve as the lead EHV liaison;
7. Offer landlord and resident incentives consisting of the following as specified by each Housing Authority:
 - As to the Oakland Housing Authority only:
 - a new unit incentive payment for owners;
 - a renewal incentive for families that successfully complete the first lease term;
 - a leasing incentive to lease by designated dates to an owner and to an

- applicant;
 - an incentive to residents for on time rental payments;
 - As to the Alameda City Housing Authority only:
 - a new landlord incentive payment; and
 - a lease-up payment for executing a new lease;
 - As to the Berkeley Housing Authority only:
 - a new landlord incentive payment;
 - a lease up incentive payment for existing landlords when entering into a lease with a household utilizing an EHV;
 - As to the Housing Authority of the County of Alameda only:
 - a lease-up incentive payment for executing a new lease
8. Inform HCSA once a month about the status of each referral including: denials, issue and expiration date of each voucher issued, and move-in date;
 9. Start lease dates the first day of the month after inspection for clients who are transitioning from another rental assistance program;
 10. Comply with the provisions of this MOU;
 11. Provide one-time security deposits assistance for referrals if not provided by CoC services.

VI. HCSA and CoC Roles and Responsibilities

During the Term of this MOU, the HCSA and CoC will fulfill each of the following responsibilities for the EHV program, at the sole cost of the County CoC, and in accordance with Notice PIH 2021-15 (HA):

1. Designate and maintain a lead EHV liaison for each agency to communicate with the Housing Authority;
2. Refer approximately 20% of each voucher award of eligible individuals and families in a timely manner to the Housing Authority beginning 15 days after the execution of this MOU using the community's coordinated entry system and 75% of the voucher allocation by September 1, 2021 and 100% by October 15, 2021 or demonstrate to the Housing Authority that sufficient referrals have been provided with the application packet by October 31, 2021 to meet the voucher allocation;
3. Refer at least (1) family for every EHV opening within 5 days of the referral request by the respective Housing Authority;
4. Support eligible individuals and households in completing and applying for supportive

documentation to accompany admissions application to the Housing Authority (i.e., self-certifications, birth certificate, social security card, etc.);

5. Attend EHV participant briefings when needed;
6. Identify and provide supportive services to EHV families. (While EHV participants are not required to participate in services, HCSA and CoC will assure that services are available and accessible during move-in based on funding availability);
7. Keep accurate records of the referrals made and make them available as necessary to the PHA, auditors etc. Make staff available to respond to questions from auditors, HUD etc. necessary to ensure the PHAs compliance with the EHV regulations;
8. HCSA Coordinated Entry staff and providers will work to ensure equitable distribution of referrals in terms of homelessness, Black, Indigenous and People of Color, communities, stakeholders, providers and decision makers and participate in any reviews or evaluations after implementation of strategies and utilization data with Housing Authorities or HUD;
9. HCSA, CoC and sub-vendors and providers shall adhere to federal, state and local fair housing and Violence Against Women Reauthorization Act of 2013 (VAWA) requirements at all times and maintain records to demonstrate compliance and equal access be provided upon request;
10. Participate in regularly scheduled meetings with Housing Authorities to review progress of referrals and assist with barriers causing delays such as documentation requests and briefing attendance;
11. Provide Housing Authorities with data to meet HUD-mandated reporting requirements such as but not limited to required Housing Navigation Assistance on a monthly basis;
12. Comply with the provisions of this MOU.

VII. Portability of EHV's

The normal HCV portability procedures and requirements generally apply to EHV's with the following exceptions:

1. No prohibition on portability for non-resident applicants

Under the HCV program, if neither the household head nor spouse of an assisted family already had a "domicile" (legal residence) in the jurisdiction of the Housing Authority at the time the family first submitted an application for participation in the program, the family does not have any right to portability during the 12-month period from when the family is admitted to the program. Such a family is a "non-resident applicant."

In order to provide maximum housing choice for the targeted populations and in accordance with Notice PIH 2021-15, section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and 24 CFR § 982.353(c) are waived and the Housing Authority may not restrict an EHV family from exercising portability because they are a non-resident applicant.

2. *Portability billing and absorption*

A receiving Housing Authority cannot refuse to assist an incoming EHV family, regardless of whether the Housing Authority does or does not currently administer EHV's under its own ACC.

If the EHV family moves under portability to another Housing Authority that administers EHV's under its own ACC:

- The receiving Housing Authority may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do). If the Housing Authority does not have an EHV available to absorb the family, it must bill the initial Housing Authority. The receiving Housing Authority must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving Housing Authority absorbs or bills the initial Housing Authority for the family's EHV assistance, the EHV administration of the voucher shall be in accordance with the EHV policies and procedures and EHV portability provisions set forth in this MOU.

If the EHV family moves under portability to another PHA that is not a party to this MOU and does not administer EHV's under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial Housing Authority.

Each Housing Authority shall agree to not absorb for the first 3 months of the MOU and agree to meet quarterly to regularly review and agree on absorption policies for EHV families (to the MOU liaison identified in Section II. above) before absorbing any ported vouchers that are from another jurisdiction/county.

3. *Family briefing/initial Housing Authority and receiving Housing Authority coordination on services*

In addition to the applicable family briefing requirements at 24 CFR § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial Housing Authority must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial Housing Authority is required to help facilitate the family's portability move to the receiving Housing Authority and inform the family of this requirement in writing

taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). If the portability move is in connection with the EHV family's initial lease-up, the receiving Housing Authority and the initial Housing Authority must consult and coordinate on the EHV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of EHV services and assistance provided to the family and that the receiving Housing Authority is aware of the maximum amount of services fee funding that the initial Housing Authority may provide to the receiving Housing Authority on behalf of the family.

4. *EHV portability – HAP and EHV administrative fees*

A. HAP and ongoing fees

The requirements at 24 CFR 982.355(e) apply to portability billing arrangements on behalf of an EHV family:

- The initial Housing Authority must promptly reimburse the receiving Housing Authority for the full amount of the housing assistance payments made by the receiving Housing Authority for the family.
- The initial Housing Authority must promptly reimburse the receiving Housing Authority for the lesser of 80 percent of the initial Housing Authority's EHV ongoing administrative fee or 100 percent of the receiving Housing Authority's ongoing administrative fee (or the receiving Housing Authority's EHV ongoing administrative fee if the receiving Housing Authority administers the EHV program).

B. Services Fee Funding:

If the receiving Housing Authority, in consultation and coordination with the initial Housing Authority, will provide eligible services or assistance to the incoming EHV family, the receiving Housing Authority may be compensated for those costs by the initial Housing Authority. This is the case regardless of whether the receiving Housing Authority bills the initial Housing Authority or absorbs the family into its own program at initial lease-up.

If the receiving Housing Authority administers EHV's under its CACC, the initial Housing Authority will provide the services funding up front to the receiving Housing Authority for those fees and assistance. Any amounts provided to the receiving Housing Authority that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving Housing Authority to the initial Housing Authority.

The amount of the service fee provided by the initial Housing Authority will be \$1750, unless otherwise mutually agreed upon between the two Housing

Authorities on a case by case basis.

C. Placement fee/issuance reporting fee:

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving Housing Authority receives the full amount of the placement component of the placement/issuing reporting fee. The receiving Housing Authority is eligible for the placement fee regardless of whether the receiving Housing Authority bills the initial Housing Authority or absorbs the family into its own program at initial lease-up. The initial Housing Authority qualifies for the issuance reporting component of the placement fee, as applicable.

Note that the entire preliminary fee is always paid to and retained by the initial Housing Authority and is not impacted by an EHV portability move.

VIII. Housing Authority Special Provisions

In addition to the Housing Authority roles and responsibilities discussed in Section V. above, the following special provisions shall apply:

1. Oakland Housing Authority.

- a. Services and Incentives Fees. To the extent of available funds, and subject to the approval of the Board of Commissioners of the Housing Authority of the City of Oakland, the Oakland Housing Authority may opt to use Moving To Work (MTW) funds to pay for additional services, in the event the services fees allocated under the EHV program are depleted which may include landlord incentives, resident supportive services, incentives to lease by specific dates, and housing navigation assistance.
- b. EHV Liaison. In addition to the Oakland Housing Authority set forth in section II.2. above, the Oakland Housing Authority shall assign Oakland Housing Authority staff to launch the EHV's and manage the leasing for a period of at least one (1) year after the effective date of this MOU.
- c. MTW Waivers. The Oakland Housing Authority may elect to use MTW waivers, as authorized in the applicable MTW Annual Plan, where not prohibited, to assist EHV families that lease within the jurisdiction of the City of Oakland.

2. Alameda City Housing Authority.

3. Berkeley Housing Authority.

4. Housing Authority of the County of Alameda.

IX. Program Evaluation

The Housing Authority, and County CoC or designated CoC recipient agree to cooperate with HUD, to provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible

random assignment procedures.

X. Financial Obligations

It is the intent and understanding of the Parties to this MOU that each Party shall bear its own costs and expenses associated with administering and implementing all services and other obligations arising out of and related to this MOU, unless otherwise specifically provided in this MOU.

XI. General Terms

It is further mutually agreed by the Parties as follows:

1. Term of MOU; Effective Date; Termination.

- a. The term of this MOU shall commence upon the Effective Date and remain in effect until the referral period ends on September 30, 2023 (“Term”). Services as specified in the MOU provided by either the County CoC or Housing Authorities to EHV families shall continue as long as the family is housed with an EHV.
- b. Any Party may terminate their participation in this MOU for any reason by giving written notice to the designated representative of the other Parties fifteen business (15) days prior to the termination or expiration of this MOU at the address listed in Section 4 below. If a Party terminates their participation in the MOU, the MOU shall remain in effect for the remaining Parties until the expiration of the term (or with respect to a remaining Party, such a remaining Party terminates its participation in the MOU).

2. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this MOU, a Party shall notify the other Parties in writing. Within fifteen business (15) days of such notice, the Parties shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties at the initial meeting, the Parties will agree to meet and confer at least one (1) additional meeting prior to taking any additional action against any Party.

3. Amendments. In the event of any Party to the MOU desiring to amend the terms, a Party shall notify the other Parties in writing. Within fifteen business (15) days of such notice, the Parties shall meet and confer in good faith to discuss the desired amendment. If there is agreement, the Parties will draft an Amendment in writing to be signed by authorized representatives from all Parties and the Amendment will be attached to the original MOU.

4. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid:

If to COUNTY:

Health Care Services Agency
1000 San Leandro Blvd. Suite 300
San Leandro, CA 94577
Attn: Agency Director

If to CoC:

EveryOne Home, a Project of the Tides Center
12871 Washington Avenue, #619
San Leandro, CA 94577
candrews@everyonehome.org
510-473-8643
Attn: Executive Director

If to the Oakland Housing Authority:

Housing Authority of the City of Oakland
1619 Harrison Street
Oakland, CA 94612
Attn: Executive Director

If to the Alameda City Housing Authority:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attn: Executive Director

If to the Berkeley Housing Authority:

Housing Authority of the City of Berkeley
1947 Center St., 5th Floor
Berkeley, CA 94704
Attn: Executive Director

If to the Housing Authority of the County of Alameda:

Housing Authority of the County of Alameda
22941 Atherton Street
Hayward, CA 94541
Attn: Executive Director

5. Nondiscrimination. The Parties agree that there shall be no discrimination by any Party of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, familial status, gender identity or national origin in the

operation of the EHV program.

6. Legal Authority. Nothing in this MOU binds any Party to perform any action that is beyond its legal authority.
7. Conflict of Interest. No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
8. Interpretation, Governing Law, Severability and Venue. This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.
9. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Alameda County Superior Court, (and, to the extent applicable for any appeal, the appellate courts with jurisdiction over such courts) and the Parties waive any provision of law providing for a change of venue to another location.
10. No Third-Party Beneficiaries. This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third parties, including, but not limited to eligible EHV program participants or applicants. No other person or entity shall have any right of action based upon the provisions of this MOU.
11. Indemnification. As between the County CoC, the Oakland Housing Authority, Alameda City Housing Authority, Berkeley Housing Authority, COUNTY, and Housing Authority of the County of Alameda, neither the County CoC, the Oakland Housing Authority, Alameda City Housing Authority, Berkeley Housing Authority, COUNTY, and Housing Authority of the County of Alameda, nor any of their respective Board of Supervisors member, Board of Commissioners member, officer, director, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party arising out of or related to any work, authority or jurisdiction delegated to a Party under this MOU. It is further agreed that pursuant to Government Code Section 895.4 and to the extent that Government Code Section 895.4 applies to a Party, each such Party shall fully indemnify and hold the other such Parties harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such Party arising out of or related to any work, authority or jurisdiction delegated to the other such Parties under this MOU.
12. The Parties each hereby certify that they have adequate insurance, self-insured retentions or other self-insurance programs sufficient to meet any obligation arising under this Section 11.

13. Section Headings. The section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.
14. Compliance with Laws and Regulations. By executing this MOU, each Party agrees to comply with all applicable federal, state and local laws, regulations and ordinances, and Notice PIH 2021-15(HA), including any amendments, modifications or additions thereto.
15. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this MOU by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this MOU thereafter.
16. Severability. Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU 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.
17. Authority to Execute. The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.
18. Amendments and Modifications. It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument by authorized representatives evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.
19. Independent Parties. Each Party to this MOU shall have no power to incur any debt, obligation, or liability on behalf of another Party to this MOU or otherwise act as an agent of another Party. This MOU is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between any Parties to this MOU. Each Party understands and agrees that any of its employees rendering services under this MOU are, for purposes of Workers' Compensation liability, an employee solely of that Party and not of any other Party.
20. Assignment. No Party shall delegate or assign its interest in this MOU, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of the other Parties.
21. Non-liability of County CoC and Housing Authority Employees and Agents. No member, official, employee, Board of Supervisors member, or agent of the County CoC shall be personally liable to any Housing Authority, or in the event of any default or breach by the County CoC.

No member, official, employee, director, member of the Board of Commissioners, or agent

of any Housing Authority shall be personally liable to the COUNTY or County CoC or to another Housing Authority in the event of any default or breach by the Housing Authority.

No member, official, employee, Board of Supervisors member, or agent of the COUNTY shall be personally liable to the County CoC, any Housing Authority, or any other Party, or in the event of any default or breach by the COUNTY.

22. Entire Agreement. This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous MOU's and understandings, oral or written, in connection therewith. Any amendments to or clarification of this MOU shall be in writing and acknowledged by all Parties to the MOU.
23. Multiple Originals; Counterparts. This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart.

Remainder of Page Intentionally Blank

Signatures on Following Page

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed on the dates set forth below.

County CoC:

EVERYONE HOME

DocuSigned by:
By: Chelsea Andrews
Name: Chelsea Andrews
Its: Executive Director
Date: 7/20/2021

Oakland Housing Authority:

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

DocuSigned by:
By: Patricia Wells
Name: Patricia Wells,
Its: Executive Director
Date: 7/21/2021

Berkeley Housing Authority:

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

DocuSigned by:
By: RACHEL GONZALES-LEVINE
Name: Rachel Gonzales-Levine,
Its: Interim Executive Director
Date: 7/20/2021

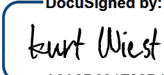
Alameda City Housing Authority:

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

DocuSigned by:
By: Vanessa Cooper
Name: Vanessa Cooper,
Its: Executive Director
Date: 7/20/2021

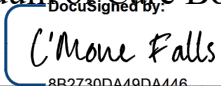
Housing Authority of the County of Alameda:

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

By: 
Name: Kurt Wiest
Its: Executive Director
Date: 7/21/2021

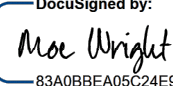
County CoC:

Continuum of Care Board

By: 
Name: C'Mone Falls
Its: Chair of Continuum of Care Board
Date: 7/22/2021

County CoC:

Continuum of Care Leadership Board

By: 
Name: Moe Wright
Its: Chair of Leadership Board
Date: 7/21/2021

County of Alameda:

Alameda County Health Care Services Agency


By: 
Name: Colleen Chawla
Its Agency Director
Date: 7/20/2021

EXHIBIT A
DEFINITIONS

The following definitions always apply with respect to EHV eligibility, regardless of whether the Housing Authority may have established another definition for any of the below terms in the Housing Authority's administrative plan:

a. Individuals and families who are homeless

The meaning of “homeless” is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing.

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act(42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

b. Individuals or families who are at-risk of homelessness

The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

At risk of homelessness. (1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and
- (iii) Meets one of the following conditions:

- (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- (B) Is living in the home of another because of economic hardship;
- (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
- (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

- c. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

Domestic violence includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 1. The length of the relationship;
 2. The type of relationship; and
 3. The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

Human trafficking includes both sex and labor trafficking, as outlined in the Trafficking

Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)

Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

d. Individuals or families who are recently homeless

This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

Recently homeless is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

EXHIBIT B

THIS PAGE TO BE COMPLETED BY HOMESTRETCH

CERTIFICATION/REFERRAL

Emergency Housing Voucher (EHV)

Referring Agency: _____

EHV Applicant Name: _____

HOMELESS - The person(s) named above is/are currently living in (or, if currently in hospital, emergency shelter, or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or camp ground. Or the person(s) named above will imminently lose their primary nighttime residence within 14 days of the date of application; no subsequent residence has been identified; and the individual or family lack the resources or support networks to obtain other permanent housing. Or unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who meet additional standards of homelessness.

At Risk of Homeless - The person(s) named above has an annual income below 30 percent of median family income for the area; does not have sufficient resources or support networks, (e.g., family, friends, faith-based or other social networks), immediately available to prevent them from moving to an emergency shelter or another place; has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; is living in the home of another because of economic hardship; has been notified in writing that their right to occupy their current housing or living situation will be terminated; otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

Fleeing/Domestic Violence/Human Trafficking - The person(s) named above is/are fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

Recently Homeless/High Risk - The person(s) named above is/are currently receiving financial and supportive services for persons who are homeless. Loss of such assistance would result in a return to homelessness (ex. Households in Rapid Rehousing Programs, residents of Permanent Supportive Housing Programs participating in Moving On, etc.)

It has been certified that the named family above meets the indicated category for the EHV Program.

Referring Agency/Org and Representative's Name:

Referring Agency/Org Representative Signature: _____

Date: _____

EXHIBIT C
EXAMPLE OF A VICTIM SERVICES PROVIDER'S CERTIFICATION

Emergency Housing Voucher (EHV)

SAMPLE HUMAN TRAFFICKING CERTIFICATION

Purpose of Form:

The Victims of Trafficking and Violence Protection Act of 2000 provides assistance to victims of trafficking making housing, educational health care, job training and other Federally-funded social service programs available to assist victims in rebuilding their lives.

Use of This Optional Form:

In response to this request, the service provider may complete this form and submit it to the Public Housing Agency (PHA) to certify eligibility for EHV assistance.

Confidentiality: All information provided to the service provider concerning the incident(s) of human trafficking shall be kept confidential and such details shall not be entered into any shared database. Employees of the PHA will not have access to these details, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED ON BEHALF OF HUMAN TRAFFICKING SURVIVOR

EHV Applicant Name: _____

This is to certify that the above named individual or household meets the definition for persons who are fleeing or attempting to flee human trafficking under section 107(b) of the Trafficking Victims Protection Act of 2000.

Immediately prior to entering the household's current living situation, the person(s) named above

was/were residing in:

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual(s) named above is/has been a victim of human trafficking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Authorized Agency Representative Signature: _____ **Date:** _____



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: Tony Weng, Senior Project Manager

Date: August 18, 2021

Re: Approve the License Agreement between the Housing Authority of the City of Alameda and Habitat for Humanity East Bay/Silicon Valley, Inc.; and authorize the Executive Director, or designee, to execute the License Agreement approved as to form by the Special Counsel

BACKGROUND

The Housing Authority of the City of Alameda ("AHA") owns that certain real property with approximately 12 acres of land at the former Alameda Naval Air Station (NAS), now known as North Housing, located on the south side of Mosley Avenue between Bette Street and Lakehurst Circle in Alameda, CA having Accessor's Parcel Number 74-905-12-9. Habitat for Humanity East Bay/Silicon Valley, Inc. ("Habitat") owns or will become the owner of that certain real property with approximately two acres at the southwest corner of Mosley Avenue and Bette Street in Alameda, CA having Accessor's Parcel Number 74-905-12-7. The Habitat site is also adjacent to North Housing. There are currently no curb cuts along Mosley Avenue that would allow vehicular access to the Habitat site.

DISCUSSION

Habitat has requested use of the existing roadways through the AHA-owned land at North Housing for vehicular ingress and egress to the Habitat site. AHA and Habitat desire to enter into a License Agreement that will allow Habitat to use the existing roadways for the sole purpose of allowing vehicular ingress and egress from Mosley Avenue to the Habitat site. The License Agreement is intended for temporary use and will not be recorded on title by either party.

Staff reviewed the License Agreement with Special Counsel and determined that the California Environmental Quality Act (CEQA) is not applicable, as the agreement for AHA to grant Habitat vehicular access through the existing roadways is not a project under Section 15378 of the CEQA Guidelines because it does not have the potential for



resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment; even if it were considered a project, the License Agreement would be considered categorically exempt under Sections 15301 Class 1 – Existing Facilities, 15305 Class 5 – Minor Alterations in Land Use Limitations, and 15061(b)(3), the “Common Sense” exemption, of the CEQA Guidelines. The proposed agreement merely grants vehicular access to AHA’s roadway. No development is contemplated as part of the agreement, there is no change in land use or density, and it can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment. It will not require any construction activities and it will not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

FISCAL IMPACT

There is no significant financial impact to AHA in connection with this matter.

CEQA

Not Applicable

RECOMMENDATION

Approve the License Agreement between the Housing Authority of the City of Alameda and Habitat for Humanity East Bay/Silicon Valley, Inc.; and authorize the Executive Director, or designee, to execute the License Agreement approved as to form by the Special Counsel.

ATTACHMENTS

1. 8-Q.1_License Agreement between AHA and Habitat for Vehicular Ingress and Egress
2. 8-Q.2_Exhibit A to the License Agreement

Respectfully submitted,



Tony Weng, Senior Project Manager

LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is hereby entered into as of _____, 2021 (“**Effective Date**”), by and between the Housing Authority of the City of Alameda, a public body, corporate and politic (“**Licensor**”) and Habitat for Humanity East Bay/Silicon Valley, Inc., a California nonprofit public benefit corporation (“**Licensee**”).

RECITALS

A. Licensor is the owner of that certain real property located on the south side of Mosley Avenue between Bette Street and Lakehurst Circle in Alameda, California having Accessor’s Parcel Number 74-905-12-9 (the “**Licensor Property**”).

B. Licensee is, or will become, the owner of that certain real property comprising two acres at the southwest corner of Mosley Avenue and Bette Street in Alameda California having Accessor’s Parcel Number 74-905-12-7 (the “**Licensee Property**”).

C. The Licensee Property is adjacent to the Licensor Property.

D. Licensee desires to use that portion of the Licensor Property identified as “Licensed Premises” and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “**Licensed Premises**”) for the sole purpose of allowing vehicular ingress and egress only between the Licensee Property and Mosley Avenue utilizing the existing roadways on the Licensor’s Property (the “**Activities**”). The Licensee Property is identified as “Habitat for Humanity” and depicted in Exhibit A. This Agreement is not intended to provide access related to development or construction activities.

E. Licensee therefore desires to obtain a non-exclusive license from Licensor (“**License**”) to conduct the Activities.

F. Licensor is willing to grant the License to Licensee, subject to the terms of this Agreement.

AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree to the following provisions:

1. Grant of License. Licensor hereby grants to Licensee, its authorized agents, consultants, contractors and/or subcontractors, employees, and representatives, a non-exclusive License over the Licensed Premises for the sole purpose of conducting the Activities, subject to the terms of this Agreement. The use of the Licensed Premises shall not unreasonably interfere with the use and enjoyment of the Licensor Property by Licensor, its tenants, and their respective guests and invitees. Licensee does not have the right to use or access any portion of the Licensor Property other than the Licensed Premises, including for access to the Licensed Premises.

2. Use of Licensed Premises. Subject to the terms of this Agreement, Licensee may

use the Licensed Premises as follows:

A. Licensee shall have the right to use the Licensed Premises for the Activities, and for no other purpose, provided that for each instance where Licensee shall need to access the Licensed Premises, Licensee shall give Licensor at least three (3) business days' advanced written notice; after such notice is provided, Licensee shall pick up a gate access key from Licensee to allow ingress and egress through the portion of the roadway that is blocked off by a gate, and Licensee shall thereafter return the key immediately following use of the key.

B. Licensee shall, at its cost and expense, comply with all laws, rules, ordinances, regulations, requirements, and orders, present or future, of the federal, state and local governments, including but not limited to those applying to the Activities.

C. Licensor and its authorized agents, consultants, contractors, employees, and representatives will have the right to enter upon the Licensed Premises, so long as such entry does not unreasonably interfere with Licensee's exercise of its rights under this Agreement.

D. Licensee shall use due care in the exercise of its rights hereunder. At its cost and after written notice to Licensor, Licensee shall promptly repair any damage resulting from Licensee's activities on or relating to the Licensed Premises. However, if after receiving written notice Licensor elects to repair such damage, Licensor may do so and thereafter invoice Licensee for all associated expenses, and Licensee shall remit payment within thirty (30) days after receipt of the invoice. Licensee accepts any and all risks of loss (including, without limitation, the loss of personal property, equipment, supplies, and materials), liability, damage, injury, or fatality in connection with its entry and activities on the Licensed Premises.

E. Licensee may allow its authorized agents, consultants, contractors and/or subcontractors, employees, and representatives to use the Licensed Premises for the Activities, provided that Licensee shall be strictly liable for all damage to the Licensed Premises in connection with the Activities, and shall indemnify Licensor from all claims by the public or in connection with the public use. For the purposes of this Agreement, any actions of the public, other than criminal acts, willful misconduct or gross negligence, or the willful misconduct or gross negligence of Licensor, its employees and agents, shall be deemed actions of Licensee.

3. Term of License; Termination. The term of the License shall commence on the Effective Date and shall terminate upon the earliest of any of the following to occur:

A. Licensee shall use, or allow any member of the public to use, the Licensed Premises for any purpose other than the Activities.

B. Licensee shall fail to repair, or as the case may be, fail to reimburse Licensor in accordance with Section 2D hereof for, any damage to the Licensed Premises caused by Licensee or the public.

C. There shall be any change in ownership or control of either the Licensor Property or Licensee Property, including in connection with a foreclosure or deed in lieu thereof.

D. Licensee shall fail to comply with any term of this Agreement, or make a

claim against Licensor or the Licensor Property in violation of Section 7 below.

E. Thirty (30) days after written notice from Licensor to Licensee.

4. Property of Licensee. Licensee and its authorized agents, consultants, contractors and/or subcontractors, employees, and representatives shall not store or leave any property or refuse on the Licensed Premises, and Licensee shall remove the same upon written notice from Licensor. Licensee shall not have the right to construct any improvements or make any alterations of the Licensed Premises without the prior written consent of Licensor, which may be withheld in its sole and absolute discretion.

5. Waiver. By entering into this Agreement and accepting the License, Licensee hereby waives, releases and relinquishes any claim, title, right or interest that Licensee may have in, to or in connection with the Licensed Premises except as specifically provided herein. In connection with the foregoing, the undersigned, by initialing below, hereby specifically waives any and all rights and benefits conferred upon the undersigned pursuant to Section 1542 of the California Civil Code, or similar provisions of applicable law, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

[Licensee initials]

6. Liens. Licensee shall not conduct, cause to be conducted, nor permit any activities upon the Licensed Premises that could result in any liens against the Licensed Premises; violation of this prohibition will constitute a material breach of this Agreement. In the event a claim for work performed upon the Licensed Premises is made, Licensee shall promptly pay and discharge all claims for work that it has caused to be performed, materials that it has caused to be furnished, and obligations that it has caused to arise within the Licensed Premises.

7. Conditions. Licensee shall not commit or permit the commission of any acts (including the public) on the Licensed Premises that in any way:

A. Violate or conflict with any applicable law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted;

B. Obstruct or interfere in any manner with Licensor's use and enjoyment of the Licensor Property (other than Licensee's exercise of the rights expressly granted to Licensee by this Agreement); or

C. Constitute the commission of waste on the Licensed Premises or maintenance of a nuisance as defined by the laws of California.

8. No Representations and Warranties. Licensee acknowledges, agrees, and accepts the Licensed Premises in its “AS IS, WHERE IS, AND WITH ALL FAULTS” condition. LICENSOR IS MAKING NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY, ORIGINALITY, AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE INCLUDING ANY WARRANTIES WITH REGARD TO THE CONDITION OF THE LICENSED PREMISES OR ITS FITNESS FOR ANY INTENDED USE. Licensee stipulates, represents, and warrants that Licensee has examined the Licensed Premises. By entry under this Agreement, Licensee accepts the Licensed Premises in its present condition, without any representation or warranty by Licensor as to the condition thereof. Licensee acknowledges that Licensee has inspected the Licensed Premises and is familiar with its present condition.

9. Indemnification. Except for, and only to the extent of any claims, damages, liabilities, costs, and expenses arising from or as a result of any grossly negligent or willful misconduct by Licensor, Licensee shall indemnify, defend, and hold Licensor, its agents, employees, representatives, members, managers, officers, licensees, invitees, consultants, or contractors harmless from and against any and all claims, obligations, demands, causes of action, damages, losses, liabilities, and expenses incurred in connection with or arising from: (i) the use of the Licensed Premises by Licensee and/or Licensee's agents, employees, representatives, licensees, invitees, consultants, or contractors or anyone else claiming under Licensee; (ii) any activity, work, or thing done or permitted in or about the Licensed Premises or Licensor Property by Licensee and/or Licensee's agents, employees, representatives, licensees, invitees, consultants, or contractors or anyone else claiming under Licensee; (iii) any acts, omissions, or negligence of Licensee or Licensee's agents, employees, representatives, licensees, invitees, consultants, or contractors or any other person claiming under Licensee; (iv) any breach by Licensee and/or Licensee's agents, employees, representatives, licensees, invitees, consultants, or contractors or any other person claiming under Licensee of any term or covenant of this Agreement; or (v) any mechanic's liens that may arise from use of the Licensed Premises by Licensee and/or Licensee's agents, employees, representatives, licensees, invitees, consultants or contractors, or any other person claiming under Licensee.

10. Insurance. Throughout the term of this Agreement, Licensee shall provide, pay for, and maintain in effect (i) a general commercial liability insurance policy with aggregate coverage of not less than \$2,000,000 with respect to bodily injury or death to any one person and with respect to damage to property of others and as to the Licensed Premises; and (ii) a workers' compensation insurance policy in amounts as required by law. Licensee shall provide to Licensor prior to the Effective Date a certificate of insurance evidencing the coverage required herein and a general commercial liability endorsement naming Licensor and Licensor's directors, officers, heirs, personal representatives, agents, employees, successors and assigns, affiliates, contractors, subcontractors, and Island City Development and its affiliates, as additional insureds.

11. No Additional Rights. The parties agree that no other rights are created except as specifically defined in this Agreement.

12. Cooperation. The parties agree to cooperate in the execution, delivery, and recordation of such documents and agreements requested by either party as are reasonably

necessary to carry out the purpose of this Agreement.

13. Construction. Headings at the beginning of a section or subsection are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same.

14. Attorneys' Fees and Costs. If any party commences an action against any other party to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, together with any costs and expenses, incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. The "prevailing party" shall be the party(ies) who recovered a greater relief in the action than the other party(ies), whether by judgment, appeal or settlement.

15. Governing Law. The laws of the State of California shall govern this Agreement.

16. Agreement Does Not Run with the Land; No Assignment. This Agreement is personal to Licensor and Licensee, and this Agreement shall not run with the land (Licensor Property or Licensee Property). Licensee shall not be permitted to record any memorandum of this Agreement in the official records of Alameda County. Neither party shall have the right to assign this Agreement without the written consent of the other party, which other party may withhold in its sole and absolute discretion.

17. Amendment; Waiver. Except as otherwise provided herein, this Agreement may not be modified, changed, supplemented, superseded, canceled, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

18. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, this fact shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the legality, enforceability, and validity of this Agreement as a whole.

19. Authority. Each individual executing this Agreement on behalf of a party represents and warrants to the other parties that his or her execution and delivery of this Agreement and all related documents on behalf of the party for whom he or she is signing have been duly authorized.

20. Notice. All notices, consents, approvals and requests required or permitted hereunder shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five

(5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to Licensor :	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501 Attention: Executive Director
If to Licensee:	Habitat for Humanity East Bay/Silicon Valley, Inc. 2619 Broadway Oakland, CA 94612 Attention: President & CEO

21. Time of the Essence. Time is of the essence with regard to performance under the terms and provisions of this Agreement, and any amendment, modification or revision hereof, with respect to the actions and obligations of each party bound by the terms hereof.

22. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, a partnership, joint venture, or any other association among the parties.

23. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties pertaining to the subject matter contained herein.

24. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original, and which shall constitute one and the same instrument.

25. Venue. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Alameda, State of California.

26. Curb Cuts. Licensee shall install new curb cuts along Mosley Avenue within ninety (90) days following acquisition of the Licensee Property.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

LICENSOR:

Housing Authority of the City of Alameda,
a public body, corporate and politic

By: _____
Vanessa Cooper, Executive Director

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, Special Counsel

LICENSEE:

Habitat for Humanity East Bay/Silicon Valley, Inc.,
a California nonprofit public benefit corporation

By: _____
Janice Jensen, President & CEO

Exhibit A

Licensed Premises and Licensee Property

[attached]

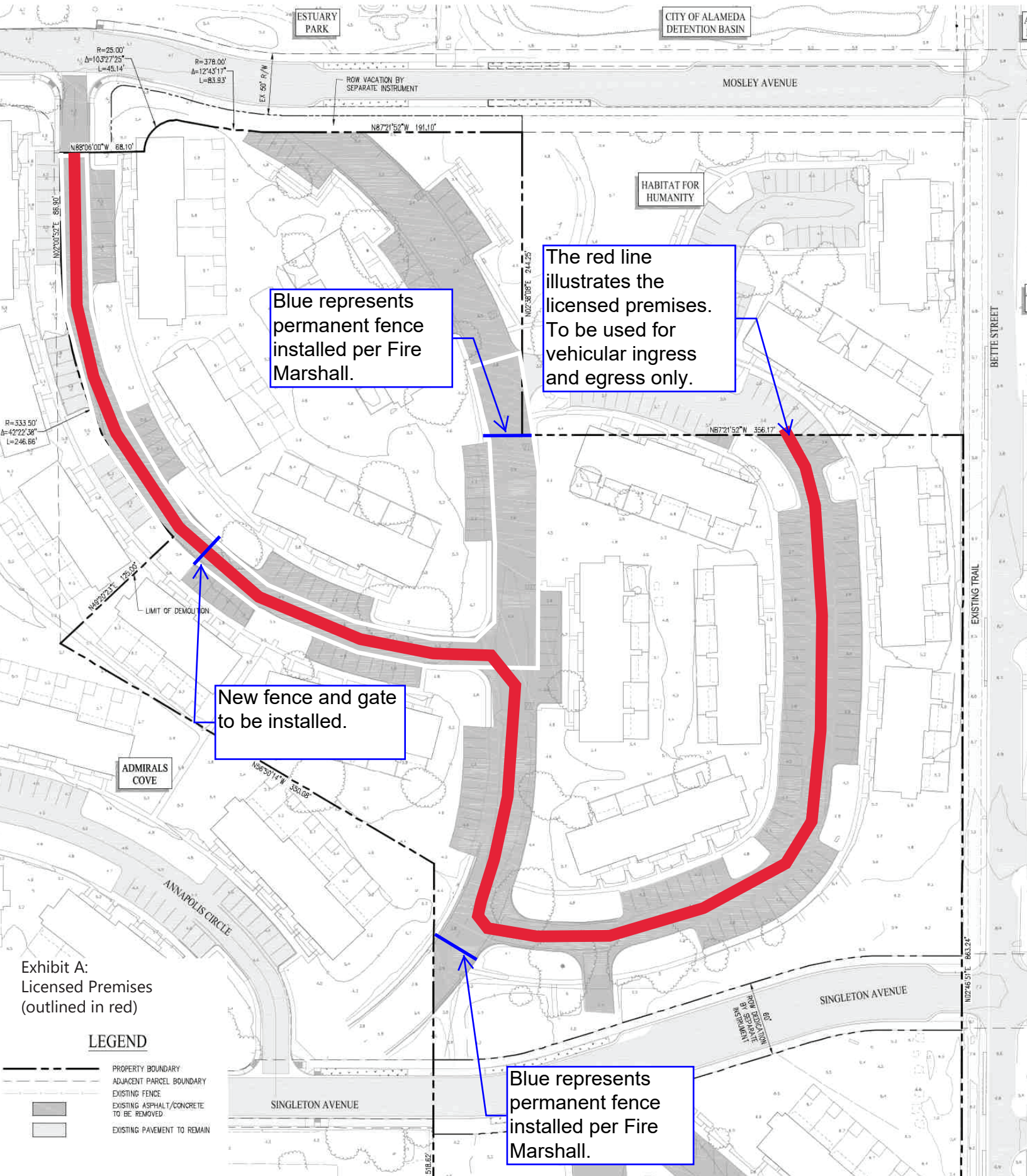


Exhibit A:
Licensed Premises
(outlined in red)



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: Tonya Schuler-Cummins, Senior Management Analyst

Date: August 18, 2021

Re: Adopt the Resolution to Approve Implementing Waiver 11(b) SEMAP from PIH Notice 2021-14 to Allow HUD to Carry Forward the Most Recent SEMAP Score on File

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) has instituted the Section 8 Management Assessment Program (SEMAP) to measure housing authorities' performance in key program areas.

Under normal operating conditions, the Housing Authority is required to submit an annual SEMAP certification online after the Board of Commissioners has adopted a resolution certifying that the data to be submitted is accurate within 60 days of the end of its fiscal year. The certification due in 2021 would cover the fiscal year July 1, 2020 to June 30, 2021; however on April 10, 2020, HUD issued PIH Notice 2020-05 *COVID-19 Statutory and Regulatory Waivers for the Public Housing, Housing Choice Voucher, Indian Housing Block Grant and Indian Community Development Block Grant programs, Suspension of Public Housing Assessment System and Section Eight Management Assessment Program* allowing for a wavier of 24 CFR Part 985 the regulation implementing SEMAP. HUD then issued PIH Notice 2021-14 *COVID-19 Statutory and Regulatory Waivers and Alternative Requirements for the Public Housing, Housing Choice Voucher (including Mainstream and Mod Rehab), Indian Housing Block Grant and Indian Community Development Block Grant programs, Suspension of Public Housing Assessment System and Section Eight Management Assessment Program, Revision 3* on May 4, 2021 expanding the period for which a waiver can be taken for SEMAP.

The waiver allows HUD to carry forward the most recent SEMAP score on record for the current SEMAP requirement and resume SEMAP scores beginning with PHAs with fiscal year end dates of December 31, 2021. This waiver allows the Agency to keep its SEMAP score from fiscal year July 1, 2018 to June 30, 2019 which was 100% as notified by letter from the field office of HUD (see Attachment A).



DISCUSSION

The Housing Authority of the City of Alameda (AHA) conducts SEMAP audits quarterly and then at the end of the fiscal year. This year, staff is recommending to approve the use of the waiver to maintain the SEMAP score last on file with HUD. However, staff did continue to conduct SEMAP audits during the last fiscal year. The waiver allows the AHA to not be penalized for missing Housing Quality Standards (HQS) inspections and for late processing of annuals for this past fiscal year. AHA is continuing to process annuals; however, participants have been given longer response times due to the difficulty of obtaining some documentation. The AHA had suspended all regularly scheduled HQS inspections in March 2020 and only recently restarted the inspections in April 2021. The AHA is obtaining self-certifications from owners on the condition of the tenant's units as required under PIH Notice 2021-14.

This suspension of inspections also included suspending the quality control HQS inspections needed for SEMAP. Indicator 5 is Housing Quality Control Inspections, and this indicator shows whether the Director of Housing Programs or other qualified person re-inspected a sample of units under contract during the fiscal year. The Housing Authority was required to re-inspect a sample of 27 units for the Quality Control indicator. As the AHA did not conduct any Quality Control Inspections for the fiscal year, the AHA could not pass this indicator if SEMAP was scored for July 1, 2020 to June 30, 2021; therefore, in order to maintain its high performer status, the waiver would need to be applied.

FISCAL IMPACT

There is no direct financial impact and HUD will automatically carry the score forward unless requested not to carry it forward by the Housing Authority.

CEQA

Not applicable.

RECOMMENDATION

Adopt the resolution to approve implementing Waiver 11(b) SEMAP from PIH Notice 2021-14 to allow HUD to carry forward the most recent SEMAP score on file.

ATTACHMENTS

1. 9-A Attachment A October 8 2019 Letter from HUD Scoring SEMAP for FY Ending June 30 2019
2. 9-A Resolution to Approve Implementing Waiver

Respectfully submitted,

Tonya Schuler-Cummins, Senior Management Analyst



U.S. Department of Housing and Urban Development

San Francisco Regional Office - Region IX
One Sansome Street, Suite 1200
San Francisco, California 94104-4430

www.hud.gov

espanol.hud.gov

2019 OCT 10 11:04
HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

OCT 08 2019

Ms. Vanessa Cooper
Executive Director
City of Alameda Housing Authority
701 Atlantic Avenue
Alameda, CA 94501

Dear Ms. Cooper:

This letter provides the scoring information for the **City of Alameda Housing Authority's** Section 8 Management Assessment Program (SEMAP) for fiscal year ending **June 30, 2019**. SEMAP enables HUD to better manage the Housing Choice Voucher (HCV) program by identifying PHA capabilities and deficiencies related to the administration of the HCV program. As a result, HUD will be able to provide more effective program assistance to PHAs.

The **City of Alameda Housing Authority's** final score for fiscal year ending **June 30, 2019**, is **100%**. The Housing Authority's overall designation is **High**. The following are the scores for each indicator:

Indicator 1	Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))	15
Indicator 2	Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)	20
Indicator 3	Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)	15
Indicator 4	Utility Allowance Schedule (24 CFR 982.517)	5
Indicator 5	HQS Quality Control (24 CFR 982.405(b))	5
Indicator 6	HQS Enforcement (24 CFR 982.404)	10
Indicator 7	Expanding Housing Opportunities	5
Indicator 8	Payment Standards (24 CFR 982.503)	5
Indicator 9	Timely Annual Reexaminations (24 CFR 5.617)	10
Indicator 10	Correct Tenant Rent Calculations (24 CFR 982, Subpart K)	5
Indicator 11	Pre-Contract HQS Inspections (24 CFR 982.305)	5
Indicator 12	Annual HQS Inspections (24 CFR 982.405(a))	10
Indicator 13	Lease-Up	20
Indicator 14	Family Self-Sufficiency (24 CFR 984.105 and 984.305)	N/A
Indicator 15	Deconcentration Bonus	5

Thank you for your cooperation with the SEMAP process. Should you have any questions concerning your scores or required corrective actions, you may contact Carol Joseph, Portfolio Management Specialist, at (415) 489-6455.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gerard Windt", with a stylized flourish extending to the right.

Gerard Windt
Director
Office of Public Housing

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

APPROVE IMPLEMENTING WAIVER 11(B) SEMAP FROM PIH NOTICE 2021-14 TO ALLOW HUD TO CARRY FORWARD THE MOST RECENT SEMAP SCORE ON FILE

WHEREAS, the Section 8 Management Assessment Program (SEMAP) enables the U.S. Department of Housing and Urban Development (HUD) to measure public housing authority performance in key Section 8 Housing Choice Voucher program areas and to ensure program integrity and accountability by identifying management capabilities and deficiencies; and

WHEREAS, COVID-19 caused a Shelter-In Place that affected the normal operations of the Housing Authority beginning in March 2020; and

WHEREAS, the Housing Authority continues to strive for high quality work by continuing to audit the areas where operations continue; and

WHEREAS, HUD issued PIH Notice 2021-14 allowing for the waiver of 24 CFR 985 the regulation requiring annual SEMAP; and

WHEREAS, the Housing Authority of the City of Alameda's most recent SEMAP score on file with HUD is 100%.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Alameda, approves the implementation of Waiver 11(b) from PIH Notice 2021-14 to allow HUD to carry forward the most recent SEMAP score on file (SEMAP score from the fiscal year ending June 30, 2019) for the fiscal year July 1, 2020 to June 30, 2021.

ATTEST:

Kenji Tamaoki, Chair
Board of Commissioners

Vanessa M. Cooper
Executive Director/Secretary

Adopted: _____



**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: Janet Basta, Director of Human Resources and Operations

Date: August 18, 2021

Re: Adopt the Resolution to Revise the Employer's Contributions for Eligible Employees' Health and Dental/Vision Care, to Provide a Cost of Living Wage Increase for All Eligible Regular and Contract Resident Employees, and to Adopt the Corresponding Pay Schedule and Salary Schedule

BACKGROUND

The last cost of living salary increase for line staff and managers was 3.0% effective August 30, 2020.

At the August 17, 2016 Board of Commissioners Meeting, the Board approved a resolution to adopt a flat rate employer contribution to health insurance premiums for calendar year 2017 to align with the Kaiser health plan rate, which the Housing Authority has used as the benchmark plan. The flat rate was set at the employee+2 or more premium level, and included both the minimum Public Employees' Medical and Hospital Care Act (PEMHCA) contribution and an additional contribution to the agency Section 125 (Cafeteria) plan for active employees. The Board also approved a flat rate contribution set at the employee+2 or more dental insurance premium that can be used towards dental and vision insurance. The Board has approved this approach to setting the employer contribution since that time.

DISCUSSION

COLA

The Bay Area consumer price index (CPI) for all consumers increased 3.2% for the period from June 2020 to June 2021 (the same month-to-month period used when determining prior years' increases), an increase from the 1.6% increase that occurred last year at this time. The increase in the 2021 CPI was due primarily to higher prices



for gasoline and food. AHA management generally believes we should provide a salary adjustment to allow our existing employees' compensation to keep up with the increase in the cost of goods and services, as well as to help ensure salaries stay competitive for recruiting purposes. A 3% increase was budgeted for in the current FY budget that was approved in June 2021, and funds are therefore available to provide for up to a 3% COLA should the Board wish to provide this to staff.

In 2015 and 2016, when the CPI increases were 2.3% and 2.7% respectively, the Board elected to round the CPI up and provided a 3% COLA each year, and in 2017, the Board elected to round the CPI up from the 3.5% CPI and provided a 4% COLA. In 2018, the Board provided a 3.9% increase, which was at the level of the CPI increase, and took the same approach in 2019, granting a 3.2% COLA. In 2020, the Board provided a 3% increase, which was at the level that was budgeted for and above the actual CPI increase of 1.6%.

This year, management is bringing two options to the Board for consideration: a 3% COLA (as budgeted), and a 3.2% COLA (reflecting the actual June CPI). The cost of granting a 3% COLA is approximately \$190,021 (\$208,662 with PERS employer contributions); a 3.2% COLA would cost approximately \$202,689 (\$222,573 with PERS contributions).

If a COLA is granted by the Board of Commissioners, AHA management proposes that it be effective August 29, 2021, the start of the next pay period following the August Board meeting. This is the approach that was used starting in 2020 to streamline administrative processing of the COLA.

All regular (either full or part-time) employees and contract resident manager employees would be eligible for the COLA. Temporary and non-resident contract employees are not eligible for a COLA. Y-Rated employees are also not eligible for a COLA increase; no current AHA employees are Y-Rated, however.

Exhibits #1 and #2 include wage figures with a 3% COLA applied. Exhibit #1 is AHA's proposed Pay Schedule that shows the wage ranges assigned to all positions (titles) in the Schedule of Authorized Positions. Exhibit #2 is the overall Salary Schedule which shows all 60 wage ranges in the salary structure; note that many of the ranges do not have any positions assigned to them. Exhibits #3 and #4 provide the same information with a 3.2% COLA applied. Exhibit #5 is the Schedule of Authorized Positions that was approved in June with the current FY budget, and is attached for reference and information purposes only.

The Executive Director salary is not assigned a range, as other regular positions are. This salary is shown on the Pay Schedules at two levels only: the current salary with the corresponding COLA applied (in Step 1 column), and a 5% salary increase to those levels should the Board elect to grant a salary increase at the time of the Executive Director's next annual review (in Step 2 column).

Benefits Contributions

In 2016, the Board adopted a number of changes to the AHA benefits plan to ensure compliance with the Public Employees' Medical and Hospital Care Act (PEMHCA) as well as with other new regulations under the Affordable Care Act and various IRS guidelines regulating the use of Cafeteria (Section 125) Plans. The primary change was to adopt a flat-rate approach to the employer contribution for active, regular employees, as opposed to a contribution based on the level of dependent enrollment. This memo assumes that the Board will wish to continue with this approach.

When the budget for the current fiscal year was presented to and adopted by the Board, the amounts budgeted for health and dental benefits allowed for the flat rate Employee+2 or more level of coverage with a 10% increase in the employer contribution (over the 2021 Kaiser premium, which has been used as the benchmark plan) for all regular employees for health insurance, and a 5% increase in the employer contribution (over the 2021 dental premium) for dental insurance. PERS has announced the health insurance premiums for 2022, and the Kaiser Employee+2 or more premium increased by 5.34%, which was not as high as was budgeted for. The budgeted amount is therefore more than adequate to provide up to the Employee+ 2 or more premium of \$2,228.36 per month beginning in January 2022. This employer contribution level provides employees who wish to cover two or more dependents both HMO options (Kaiser and Western Health Advantage plans; note that Western Health is not available in Alameda County but is available to employees living in some other counties) and one PPO option that can be elected with no out-of-pocket cost for premiums; if other plans are elected, some out-of-pocket cost may be required depending on the number of dependents enrolled.

Management is recommending authorization for an employer contribution equivalent to up to a 7% increase in dental premiums (the same % increase approved in August 2016, 2017, 2018, 2019, and 2020). In 2021, AHA's dental rates did not increase.

While a 5% increase to employer contribution was budgeted for 2022, allowing for a slightly higher increase in premiums will afford the Agency some flexibility should rates come in slightly above the projected 5% increase, without requiring employees to make small monthly contributions. The difference in premium between a 5% and a 7% increase is approximately \$60.00 per employee per year, or less than \$3300.00 in total costs per year. This increase can also be accommodated within the approved budget as described below. Additionally, as in past years, if actual 2022 premiums are less than the approved amount, the employer contribution is set at a maximum of the actual 2022 Employee+2 or more dependent rate.

The accompanying resolution outlines the 2022 PEMHCA minimum contribution AHA is required to contribute towards health costs for employees and annuitants, plus proposed employer Cafeteria Plan contributions and cash back alternative payments for 2022. No change in the cash back alternative health coverage payment of \$230.00/month is proposed for the 2022 calendar year.

FISCAL IMPACT

COLA

An overall cost of living (COLA) salary increase for all eligible staff and managers of 3.0% would cost approximately \$190,021 in salary costs for the fiscal year, plus an additional approximately \$18,641 in CalPERS employer retirement contributions, for a total cost of \$208,662. This amount was included in the FY 2021/2022 budget approved in June. A 3.2% COLA would cost approximately \$202,689 plus an additional approximately \$19,884 for CalPERS for a total cost of approximately \$222,573; this is more than the amount budgeted for. The additional cost of granting a 3.2% COLA would be covered from budgeted salary funds not currently being used due to vacant positions.

Benefits Contributions

In the current budget, the flat rate approach was included for all employees (with the exception of Resident Manager contract employees who receive an employee-level contribution only per their service contracts) for both health and dental insurance. Additionally, an increase of 10% over the prior year premium was incorporated for health insurance, and a 5% increase was incorporated for dental insurance. Health insurance rates have been received from CalPERS and, due to the moderate increases in Kaiser premiums, are less than the budgeted amount so a reduction in actual vs. budgeted expenditures for health insurance is anticipated.

Last year, the Employer contribution to dental and/or vision insurance was set at a maximum of a 7% increase, yet rates did not increase so the full approved Employer contribution amount was not utilized. While a 5% overall increase was budgeted for in the current FY budget, allowing for an increase of up to 7% to the premium/employer contribution is able to be accommodated in the budget as not all employees elect the employee+2 dependent level or elect vision insurance (which can also be paid for with any unused dental contribution), and there will be savings in the benefits budget due to the lower than anticipated cost of health insurance. Please note that the actual dental insurance rates for 2022 will not be available until October or November, but management is requesting approval for the contribution to the Cafeteria Plan now for ease of administration. When rates are received, the actual contribution will be set at the 2022 dental premium as long as that level does not exceed 107% of the 2021 rate. AHA has traditionally paid the full cost of dental care, up to the full employee+2 or more level premium, and this is consistent with that approach.

CEQA

Not applicable to this item.

RECOMMENDATION

Adopt the Resolution to Revise the Employer’s Contributions for Eligible Employees’ Health and Dental/Vision Care, to Provide a Cost of Living Wage Increase for All Eligible Regular and Contract Resident Employees, and to Adopt the Corresponding Pay Schedule and Salary Schedule

ATTACHMENTS

- 1. Exhibit 1 Pay Schedule 2021-2022 3% COLA
- 2. Exhibit 2 Salary Schedule 3%
- 3. Exhibit 3 Pay Schedule 2021-2022 3.2% COLA
- 4. Exhibit 4 Salary Schedule 3.2%
- 5. Exhibit 5 Schedule of Authorized Positions FY 2021-2022
- 6. Exhibit 6 Reso-Amend Wage Health Increase

Respectfully submitted,

Janet Basta, Director of Human Resources and Operations

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
PAY SCHEDULE FY 2021-2022 eff. 8/29/2021 (3% COLA)**

PositionTitle	Salary Range	Effective Date	MONTHLY SALARY				
			Step 1	Step 2	Step 3	Step 4	Step 5
Housing Assistant	10	8/29/2021	\$ 4,909	\$ 5,154	\$ 5,411	\$ 5,682	\$ 5,966
Program Assistant	14	8/29/2021	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,265	\$ 6,578
Maintenance Technician I****	16	8/29/2021	\$ 5,682	\$ 5,966	\$ 6,265	\$ 6,578	\$ 6,906
Housing Specialist I	18	8/29/2021	\$ 5,966	\$ 6,265	\$ 6,578	\$ 6,906	\$ 7,252
Accounting Specialist	18	8/29/2021	\$ 5,966	\$ 6,265	\$ 6,578	\$ 6,906	\$ 7,252
Maintenance Specialist	20	8/29/2021	\$ 6,265	\$ 6,578	\$ 6,906	\$ 7,252	\$ 7,614
Housing Specialist II	22	8/29/2021	\$ 6,578	\$ 6,906	\$ 7,252	\$ 7,614	\$ 7,996
Rent Program Specialist (aka Rent Stabilization)	22	8/29/2021	\$ 6,578	\$ 6,906	\$ 7,252	\$ 7,614	\$ 7,996
Maintenance Technician II****	22	8/29/2021	\$ 6,578	\$ 6,906	\$ 7,252	\$ 7,614	\$ 7,996
Executive Assistant	25	8/29/2021	\$ 7,079	\$ 7,433	\$ 7,804	\$ 8,195	\$ 8,605
Housing Specialist III	26	8/29/2021	\$ 7,252	\$ 7,614	\$ 7,996	\$ 8,395	\$ 8,815
Accounting Officer	28	8/29/2021	\$ 7,614	\$ 7,996	\$ 8,395	\$ 8,815	\$ 9,255
Property Management Supervisor	33	8/29/2021	\$ 8,605	\$ 9,035	\$ 9,486	\$ 9,961	\$ 10,460
Housing Programs Supervisor	33	8/29/2021	\$ 8,605	\$ 9,035	\$ 9,486	\$ 9,961	\$ 10,460
Management Analyst	33	8/29/2021	\$ 8,605	\$ 9,035	\$ 9,486	\$ 9,961	\$ 10,460
Project Manager	35	8/29/2021	\$ 9,035	\$ 9,486	\$ 9,961	\$ 10,460	\$ 10,982
Construction Project Manager	35	8/29/2021	\$ 9,035	\$ 9,486	\$ 9,961	\$ 10,460	\$ 10,982
Asset Manager	35	8/29/2021	\$ 9,035	\$ 9,486	\$ 9,961	\$ 10,460	\$ 10,982
Administrative Manager	42	8/29/2021	\$ 10,714	\$ 11,250	\$ 11,812	\$ 12,403	\$ 13,023
Assistant Director of Housing Programs	42	8/29/2021	\$ 10,714	\$ 11,250	\$ 11,812	\$ 12,403	\$ 13,023
Controller	42	8/29/2021	\$ 10,714	\$ 11,250	\$ 11,812	\$ 12,403	\$ 13,023
Community Relations Manager	42	8/29/2021	\$ 10,714	\$ 11,250	\$ 11,812	\$ 12,403	\$ 13,023
Risk Manager*	42	8/29/2021	\$ 10,714	\$ 11,250	\$ 11,812	\$ 12,403	\$ 13,023
Senior Project Manager	42	8/29/2021	\$ 10,714	\$ 11,250	\$ 11,812	\$ 12,403	\$ 13,023
Senior Management Analyst	42	8/29/2021	\$ 10,714	\$ 11,250	\$ 11,812	\$ 12,403	\$ 13,023
Director of Housing Programs	50	8/29/2021	\$ 13,023	\$ 13,675	\$ 14,359	\$ 15,076	\$ 15,830
Director of Portfolio Management (aka Property Operations)	50	8/29/2021	\$ 13,023	\$ 13,675	\$ 14,359	\$ 15,076	\$ 15,830
Director of Rent Programs (aka Rent Stabilization)	50	8/29/2021	\$ 13,023	\$ 13,675	\$ 14,359	\$ 15,076	\$ 15,830
Director of HR and Operations	54	8/29/2021	\$ 14,359	\$ 15,076	\$ 15,830	\$ 16,621	\$ 17,452
Director of Housing Development (aka HCD)	54	8/29/2021	\$ 14,359	\$ 15,076	\$ 15,830	\$ 16,621	\$ 17,452
Director of Finance	56	8/29/2021	\$ 15,076	\$ 15,830	\$ 16,621	\$ 17,452	\$ 18,325
Deputy Executive Director	60	8/29/2021	\$ 16,621	\$ 17,452	\$ 18,325	\$ 19,241	\$ 20,203
Executive Director**	N/A	8/29/2021	\$ 24,855	\$ 26,098			
Resident Manager II***, ****	N/A	8/29/2021	\$ 33.57/hour				
Resident Manager ***, ****	N/A	8/29/2021	\$ 24.30/hour				
Assistant Resident Manager***	N/A	8/29/2021	\$ 20.60/hour				

*May be hired as a Senior Management Analyst

**Salary authorized by Board of Commissioners per Employment Agreement

***Resident and Resident Custodian staff are paid a flat hourly rate; no range is applied

****Indicates classification with 40 hour work week; other positions are based on 37-1/2 hour work week

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
PAY SCHEDULE FY 2021-2022 eff. 8/29/2021 (3.2% COLA)**

PositionTitle	Salary Range	Effective Date	MONTHLY SALARY				
			Step 1	Step 2	Step 3	Step 4	Step 5
Housing Assistant	10	8/29/2021	\$ 4,918	\$ 5,164	\$ 5,422	\$ 5,693	\$ 5,978
Program Assistant	14	8/29/2021	\$ 5,422	\$ 5,693	\$ 5,978	\$ 6,277	\$ 6,590
Maintenance Technician I****	16	8/29/2021	\$ 5,693	\$ 5,978	\$ 6,277	\$ 6,590	\$ 6,919
Housing Specialist I	18	8/29/2021	\$ 5,978	\$ 6,277	\$ 6,590	\$ 6,919	\$ 7,266
Accounting Specialist	18	8/29/2021	\$ 5,978	\$ 6,277	\$ 6,590	\$ 6,919	\$ 7,266
Maintenance Specialist	20	8/29/2021	\$ 6,277	\$ 6,590	\$ 6,919	\$ 7,266	\$ 7,629
Housing Specialist II	22	8/29/2021	\$ 6,590	\$ 6,919	\$ 7,266	\$ 7,629	\$ 8,011
Rent Program Specialist (aka Rent Stabilization)	22	8/29/2021	\$ 6,590	\$ 6,919	\$ 7,266	\$ 7,629	\$ 8,011
Maintenance Technician II****	22	8/29/2021	\$ 6,590	\$ 6,919	\$ 7,266	\$ 7,629	\$ 8,011
Executive Assistant	25	8/29/2021	\$ 7,093	\$ 7,448	\$ 7,819	\$ 8,211	\$ 8,621
Housing Specialist III	26	8/29/2021	\$ 7,266	\$ 7,629	\$ 8,011	\$ 8,411	\$ 8,832
Accounting Officer	28	8/29/2021	\$ 7,629	\$ 8,011	\$ 8,411	\$ 8,832	\$ 9,273
Property Management Supervisor	33	8/29/2021	\$ 8,621	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480
Housing Programs Supervisor	33	8/29/2021	\$ 8,621	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480
Management Analyst	33	8/29/2021	\$ 8,621	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480
Project Manager	35	8/29/2021	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480	\$ 11,003
Construction Project Manager	35	8/29/2021	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480	\$ 11,003
Asset Manager	35	8/29/2021	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480	\$ 11,003
Administrative Manager	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Assistant Director of Housing Programs	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Controller	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Community Relations Manager	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Risk Manager*	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Senior Project Manager	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Senior Management Analyst	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Director of Housing Programs	50	8/29/2021	\$ 13,048	\$ 13,701	\$ 14,386	\$ 15,105	\$ 15,860
Director of Portfolio Management (aka Property Operations)	50	8/29/2021	\$ 13,048	\$ 13,701	\$ 14,386	\$ 15,105	\$ 15,860
Director of Rent Programs (aka Rent Stabilization)	50	8/29/2021	\$ 13,048	\$ 13,701	\$ 14,386	\$ 15,105	\$ 15,860
Director of HR and Operations	54	8/29/2021	\$ 14,386	\$ 15,105	\$ 15,860	\$ 16,653	\$ 17,486
Director of Housing Development (aka HCD)	54	8/29/2021	\$ 14,386	\$ 15,105	\$ 15,860	\$ 16,653	\$ 17,486
Director of Finance	56	8/29/2021	\$ 15,105	\$ 15,860	\$ 16,653	\$ 17,486	\$ 18,360
Deputy Executive Director	60	8/29/2021	\$ 16,653	\$ 17,486	\$ 18,360	\$ 19,279	\$ 20,242
Executive Director**	N/A	8/29/2021	\$ 24,903	\$ 26,148			
Resident Manager II***, ****	N/A	8/29/2021	\$ 33.63/hour				
Resident Manager ***, ****	N/A	8/29/2021	\$ 24.34/hour				
Assistant Resident Manager***	N/A	8/29/2021	\$ 20.64/hour				

*May be hired as a Senior Management Analyst

**Salary authorized by Board of Commissioners per Employment Agreement

***Resident and Resident Custodian staff are paid a flat hourly rate; no range is applied

****Indicates classification with 40 hour work week; other positions are based on 37-1/2 hour work week

**Housing Authority of the City of Alameda
Schedule of Authorized Positions
July 1, 2021**

Exhibit 5

Department/Position Title	2020-2021 approved	Proposed change	Year on Year
	FTE 2020-2021	FTE 2021 - 2022	Difference
Administration Department			
Executive Director	1.00	1.00	
Deputy Executive Director	1.00	1.00	
Director of HR and Operations	1.00	1.00	
Executive Assistant	1.00	1.00	
Risk Manager	1.00	1.00	
Community Relations Manager	1.00	1.00	
Administrative Manager (See Note G)	0.00	1.00	
Senior Management Analyst	2.00	2.00	
Management Analyst	3.00	3.00	
Program Assistant	1.00	1.00	
Sub-total	12.00	13.00	1.00
Finance Department			
Director of Finance	1.00	1.00	
Controller	1.00	1.00	
Accounting Officer (See Note C)	1.00	1.00	
Accounting Specialist	2.00	2.00	
Sub-total	5.00	5.00	0.00
Housing Programs Department			
Director of Housing Programs	1.00	1.00	
Housing Programs Supervisor (See Note E)	2.00	2.00	
Housing Specialist III	1.00	1.00	
Housing Specialist I & II (See Note B)	7.00	7.00	
Program Assistant (See Note D)	2.50	2.50	
Sub-total	13.50	13.50	0.00
Property Operations Department			
Director of Portfolio Management (prior title Property Operations)	1.00	1.00	
Property Management Supervisor	1.00	1.00	
Project Manager	0.50	0.00	
Asset Manager (See Note H)	0.00	1.00	
Housing Specialist I/II (See Note B)	1.00	1.00	
Maintenance Technician I & II (See Note B)	5.00	4.00	
Maintenance Specialist	1.00	1.00	
Resident Manager I and II (See Notes A and B)	3.00	2.00	
Assistant Resident Manager (See Notes A and B)	0.13	1.00	
Sub-total	12.63	12.00	-0.63
Housing Development Department			
Director of Housing Development (prior title Housing and Community Development)	1.00	1.00	
Senior Project Manager	2.00	2.00	
Project Manager	1.00	1.00	
Construction Project Manager (see Note F)	0.00	1.00	
Asset Manager	1.00	0.00	
Program Assistant	0.50	0.50	
Sub-total	5.50	5.50	0.00
Rental Program Department			
Director of Rent Program	1.00	1.00	
Management Analyst	1.00	1.00	
Rent Program Specialist	3.00	3.00	
Program Assistant	1.00	1.00	
Sub-total	6.00	6.00	0.00
Total	54.63	55.00	0.37

Note A: Resident employees are contracted employees and are required to reside on-site at assigned Housing Authority complexes. Each Resident employee has an individual at will employment contract.

Note B: Positions at the I and II levels are combined as a total count to allow for flexibility in staffing.

Note C: Position may be renamed or filled at a lower level

Note D: Position may be filled at the Program or Housing Assistant level.

Note E: One position may be filled at an Assistant Director level beginning April 2022

Note F: Incorporates 0.5 FTE Project Manager from Property Operations, start Oct 2021

Note G: Position to start November 2021

Note H: Position moved to Property Operations Department; may be filled at a Senior level

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

TO REVISE THE EMPLOYER CONTRIBUTION FOR
HOUSING AUTHORITY EMPLOYEES' HEALTH CARE BENEFIT
EFFECTIVE JANUARY 1, 2022, AND
THE EMPLOYER CONTRIBUTION FOR EMPLOYEES' DENTAL/VISION BENEFIT
EFFECTIVE JANUARY 1, 2022, AND
PROVIDE A COST OF LIVING WAGE INCREASE EFFECTIVE AUGUST 29, 2021,
AND
ADOPT THE CORRESPONDING PAY AND SALARY SCHEDULES

WHEREAS, the Housing Authority of the City of Alameda desires to establish a benefits package for all employees that will attract and retain competent staff; and

WHEREAS, it is the intent of the Housing Authority to continue to provide the PEMHCA minimum contribution to employees and retirees for health care, with additional contributions for active employees contributed to the Agency Cafeteria Plan; and

WHEREAS, the Consumer Price Index for San Francisco Bay Area has increased by 3.2 percent;

NOW, THEREFORE, BE IT RESOLVED, that effective January 1, 2022, the Housing Authority will contribute a monthly dollar amount towards employees' health care as follows:

For all enrolled employees and annuitants: The 2022 PEMHCA minimum contribution of \$149.00.

In addition to the PEMHCA statutory minimum contribution, the Housing Authority will contribute the following amounts to the Agency Cafeteria Plan:

General, management and confidential employees receive the following contributions, which are designated as health flex contributions, no portion of which may be taken in cash or directed to other non-health benefits:

A flat amount based on the Employee+2 or more dependents level of coverage with the maximum Employer contribution to the Cafeteria Plan set at \$2079.36

Employees with proof of Alternative Group Health Coverage may opt out and receive cash back in the amount of \$230 per month. Employees eligible for any cash-in-lieu benefit, must provide the following in order to receive the cash-in-lieu: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for

the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and AHA will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that effective January 1, 2022, the Housing Authority will contribute a maximum monthly dollar amount to the Agency Cafeteria Plan for general, management and confidential employees of:

A Flat amount of up to \$257.96 regardless of dependent enrollment status for dental and/or vision insurance, or the actual 2022 dental premium for Employee+2 or more dependents coverage, whichever is less.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that effective August 29, 2021, all Housing Authority regular employees (positions) and eligible contracted Resident employees (positions) will receive a: 3.0 percent wage increase (Option #1) OR a 3.2 percent wage increase (Option #2) as outlined on the attached pay and salary schedules.

Board Approved Option: _____#1 (3%) or _____#2 (3.2%)

NOW, THEREFORE, BE IT FURTHER RESOLVED, that on August 18, 2021, the Housing Authority will adopt the revised Pay Schedule and Salary Schedule, both effective August 29, 2021 that corresponds to the COLA option selected above.

ATTEST:

Vanessa M. Cooper
Secretary

Kenji Tamaoki, Chair
Board of Commissioners



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: Tonya Schuler-Cummins, Senior Management Analyst

Date: August 18, 2021

Re: Adopt Resolution Approving the Housing Authority of the City of Alameda’s Desire To Obtain Moving to Work (MTW) Designation Under the Landlord Incentives Cohort of the MTW Expansion.

BACKGROUND

On January 7, 2021, HUD issued PIH Notice 2021-03 to request applications for the Moving to Work Program under Cohort #4 to test the effectiveness of landlord incentives. HUD extended the application date for the Landlord Incentive Cohort to October 15, 2021. Three public meetings and a public hearing were held for the Landlord Incentive Cohort. The first meeting was held March 16, 2021 with one member of the public. A second meeting was held April 8, 2021 and the final meeting was held April 28, 2021 with three members of the public. On May 19, 2021 a public hearing was held during the Board of Commissioner’s meeting with a second one on June 17, 2021.

During the three meetings and the two public hearings, the incentives to be studied by the Department of Housing and Urban Development (HUD) were presented along with the incentives selected by the Housing Authority of the City of Alameda (AHA).

DISCUSSION

The final piece needed to submit an application is a resolution by the Board of Commissioners approving the plan and submission. This resolution must contain: confirmation of the AHA’s desire to obtain MTW designation under the fourth cohort of the MTW Expansion; a statement of the intention to comply with the MTW objectives, the MTW statutory requirements and the MTW Operations Notice; confirmation that the AHA met the public process requirements in this section of this Notice; and a statement of the commitment to implement the landlord incentive activities proposed in the MTW Plan and application package.

FISCAL IMPACT

No financial impact at this time. If accepted into the program, there would be fungibility of funds allowed, but no additional funding.



CEQA

Not applicable.

RECOMMENDATION

Adopt Resolution Approving the Housing Authority of the City of Alameda's Desire To Obtain Moving to Work (MTW) Designation Under the Landlord Incentives Cohort of the MTW Expansion.

ATTACHMENTS

1. 9-E Application Landlord Incentive
2. 9-E Appendix 1 Landlord Incentive MTW Application
3. 9-E Appendix 2 Landlord Incentive MTW Application
4. 9-E Appendix 3 HUD Form 50071
5. 9-E Appendix 3 SF-LLL
6. 9-E Appendix 3 2991
7. 9-E Draft Resolution

Respectfully submitted,

Tonya Schuler-Cummins, Senior Management Analyst

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PART II:

Appendix 1: Moving to Work Certifications of Compliance and Commitment to
Participate in the Fourth Cohort Evaluation

Appendix 2: Public Process Documentation

Appendix 3: Required Standard Forms

Appendix 4: Other Supporting Documentation

PART I: MTW PLAN

PART I:

MTW PLAN

(1) VISION FOR PHA'S LOCAL MTW PROGRAM

The primary goal of the Housing Authority of the City of Alameda (AHA), in partnership with the entire community, is to advocate and provide quality, affordable, safe housing; encourage self-sufficiency; and strengthen community inclusiveness and diversity in housing. AHA's Vision Statement is: "The Housing Authority of the City of Alameda shall continue to be recognized for creatively seeking ways to expand the availability of affordable housing through Alameda, for caring professional staff, and excellent service provided fairly to all".

Alameda City is located very close the city of San Francisco and Silicon Valley, the technology hub of the country, with headquarters for Apple, Facebook, and Google, to name just a few. While the high-tech industry has benefited the economy, it has unfortunately out bid low-income households. Fair Market Rent (CY2021) for a two-bedroom unit is \$2,383 per month. A full time, minimum wage worker earns approximately \$15 per hour or \$2,600 per month. Considering other expenses, rents are clearly unattainable for the minimum-wage earning households who are not a part of the assisted housing programs. The low-income family is at a disadvantage when competing with high-earning households that can afford to offer landlords more in rent than the asking price to secure units. At the same time, COVID-19 has highlighted the technology divide between low-income households and others while companies have moved almost all online and families have had to provide internet to allow students to participate in online learning at home.

PART I: MTW PLAN

During participation in the Landlord Incentives Cohort the AHA will be using creative methods to encourage new landlord participation and continued landlord partnerships expanding housing choice for all voucher holders. During this cohort study, the AHA will continue to develop and maintain quality affordable housing for low-income residents, providing more housing choice along the entire spectrum of housing continuum. The AHA has been committed to helping participants in the Housing Choice Voucher program find units in its jurisdiction for many years and has implemented a non-federally funded landlord incentive program for the last few years.

AHA would like to expand partnerships in the area to assist low-income families in increasing computer access and literacy while earning skills to become more self-sufficient. After participation in the four-year Cohort for Landlord incentives, the AHA would like to design, implement, and sustaining exceptional programs that invest in the residents to become self-sufficient through an array of educational, employment, and economic platforms including exploring the possibility of offering incentives to families to participate in training programs or increasing the ability of participants to attend community college or universities.

The AHA has implemented many online solutions that assist with data integrity and effectiveness of staff such as portals for landlords, applicants, and participants. In order to increase the cost effectiveness of its programs, the AHA would continue developing and promoting policies that increase cost-effectiveness while shifting our focus from paper to people and outputs to outcomes.

PART I: MTW PLAN

The staff primarily responsible for the administration of the MTW will be the Director of Housing Programs in collaboration with the Executive Director, Senior Management Analyst and two Housing Programs Supervisors. The Director of Housing Programs has worked at three Public Housing Authorities (PHAs) including one MTW agency over her 18 years in the field. She has led the assisted programs at the AHA since 2016. She has operated both Public Housing units and Housing Choice Voucher programs efficiently and effectively while leading teams to achieve high PHAS and SEMAP scores. The Executive Director has been with the AHA since 2014 and has over 15 years working in a PHA. She has led the agency forward making many organizational changes to improve the efficiency of the agency, including maintaining voucher lease up and expanding the affordable housing supply in the City building two newly constructed LIHTC properties developed by AHA with another 90 units under construction and an additional 586 units in development. Her vision and strong leadership elevates the AHA to a leader in the area providing assistance to other PHAs that look to implement policies, procedures, or systems that the AHA has already implemented and perfected. She previously worked at the County of Santa Clara Housing Authority, an MTW agency, for over 6 years. This experience allowed her to make many strides forward in disposing of the public housing into an affordable LIHTC portfolio as the Real Estate Services Director and to utilize MTW flexibility to expand housing choice, improve administrative efficiency and increase resident self-sufficiency. The Senior Management Analyst has also worked for three PHAs including a MTW agency over the last 16 years. During her nine-year tenure with AHA, she has implemented many new software solutions for all staff including online portals

PART I: MTW PLAN

prior to COVID that allowed staff to continue to provide high customer service during the pandemic including timely processing of income decreases reported online by participants with smart phones, tablets, or computers. One Housing Program Supervisor has been with the AHA for 25 years starting as a caseworker, being promoted to the Family Self-Sufficiency Coordinator, and most recently being promoted to a Housing Programs Supervisor. She has a solid understanding of the AHA and its procedures. The second Housing Program Supervisor has been with AHA since January 2021 but joined the agency from another Bay Area PHA where she was a part of the Housing Choice Voucher team. She brings a strong knowledge of the program and numerous ideas to improve the program.

The AHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the AHA's involvement and by maintaining records reflecting these analyses and actions.

(2) PLAN FOR FUTURE COMMUNITY/RESIDENT ENGAGEMENT

The AHA plans to continue to engage assisted households by publishing notices for public hearings in all newspapers in the area including in the following languages: Tagalog, Vietnamese, Spanish, and Chinese. Conducting Town Hall meetings with

PART I: MTW PLAN

residents and participants in the voucher programs, inviting the public through newsletters, website posting, Facebook page announcements and using other social media outlets.

Also by mailing out to the established wait list opening outreach listing, which has around 150 agencies on it working with families and sending an e-mail blast to individuals who provide their e-mail for contact through the AHA's website.

(3) PHA OPERATING AND INVENTORY INFORMATION

The AHA does not operate any public housing. The Annual Contributions Contract (ACC) for its Housing Choice Voucher program is 1885. As of May 5, 2021, the AHA was assisting 1400 families. These families include 40 Veterans Affairs Supportive Housing (VASH) families, 18 Family Unification Program (FUP) families, 55 Near Elderly Disabled (NED) families, and 338 units assisted under Project-Based Voucher contracts.

Some demographics of the current household assisted by the AHA:

69% of households have a female head of household

Average annual income: \$22482

Average time on program: 8 years

Average Housing Assistance Payment: \$1766

30% of all individuals on the program have a disability

37% of assisted adults are a person with a disability

76% of households identify with a race other than white

PART I: MTW PLAN

The AHA does not anticipate any major changes in the demographics of the households it serves. The AHA will open its wait list for most programs in 2021 but will do extensive outreach to all areas around the City of Alameda. In 2015 and 2016, the wait lists were open for the Housing Choice Voucher program (2015) and for the units assisted under the Project-Based Voucher program (2016). A random selection of all applications received (36,271 in 2015 and 21,952 in 2016) in each opening were added to the wait lists. The demographics of both the applications received and placed on the wait lists reflected the demographics of Alameda County.

The AHA does not have any housing stock under its programs with HUD. The AHA and its affiliates own multiple complexes that are not directly assisted under any HUD programs. The AHA has developed two Tax Credit complexes in the last few years and has an additional two projects under development, but those would not be affected by the MTW program.

The greatest challenge the AHA faces in leasing Housing Choice Voucher units is the availability of units on the private market. The AHA anticipates that participation in this cohort would address that issue. The AHA has used non-federal funds for the last few years to pay a monetary incentive to landlords leasing new units under the Housing Choice Voucher program; however, the Board of Commissioners review the program periodically and could withdraw their support of the program at any time as the funds used for the incentives are coming from the rents of the units owned by the AHA and may be needed at any time to support the units generating the income. As of April 2021, the AHA has paid around 50 landlords the incentive.

PART I: MTW PLAN

The AHA applied for VASH vouchers in 2016, 2017, 2018, and 2019. The AHA was awarded two allocations of 5 tenant-based vouchers each and one allocation for 45 PBV vouchers. Unfortunately, one private landlord was unable to secure a subsidy layering review, due to a loss of its new construction funding by the deadline, so only 30 of the PBV vouchers were successfully leased up in new units.

The AHA has been innovative in the technology solutions it has implemented in the last five years to streamline the operation of the program and to allow online access to information by its applicants, participants, landlords, and vendors. The AHA was perfectly positioned in March of 2020 to quickly launch three new online portals as staff had already launched the first portal and was in process with one of the other portals. Due to the unexpected Shelter-in-Place implemented in the state of California, the launch of three of the four portals was moved forward and completed within months of the need to allow submission of documents without contact between the submitter and staff. Staff then completed procurement procedures as quickly as possible to select and implement other virtual platforms for the Board of Commissioners, the general public, and staff to allow even more streamlining of documents and increased efficiency.

(4) PLAN FOR LOCAL MTW PROGRAM

Over time, the AHA would like to reduce the administrative burden of the programs by streamlining processes, like using online portals where participants, applicants, and landlords enter the data directly, reducing the errors made by staff attempting to read the writing of others. By using MTW flexibility with regards to HAP funds, that will allow the costs of these programs to be covered. Looking into alternate tenant rent policies,

PART I: MTW PLAN

after the study for the Landlord Incentive Cohort, will allow the AHA to realize cost savings in the HAP payment for individual families and allow the AHA to possibly lease at its ACC with limited funds.

The AHA would like to make families self-sufficient over time in the programs by allowing skill building through self-sufficiency activities while looking at alternative rent models which allow the family to increase their portion of rent over time.

Housing Choice is a difficult objective for the participants in the AHA's program as the City of Alameda is located in the Bay Area with high rents. Landlords in the area do not need to rent to low-income families when higher income families will frequently pay more than the advertised rent to secure a unit. The AHA would like to increase the Housing Choice for the participants by increasing landlord participation, which is why the Landlord Incentive Cohort is a good fit for the AHA and by continuing to build low-income units.

(5) PROPOSED USE OF MTW FUNDS

The AHA does not have any public housing, so does not operate a traditional Section 9 program. The only flexibility of funding that the AHA would request is between the Section 8 Housing Assistance Payments (HAP) funds and the Administrative Fees.

The AHA's voucher program is operating at a loss for Administrative Fees, so there are no fees available from that source to provide incentives for the landlords, so the AHA would use the MTW flexibility to use HAP funding to provide any financial incentives offered to landlords.

PART I: MTW PLAN

(6) EVIDENCE OF SIGNIFICANT PARTNERSHIPS

The AHA has significant partnerships with many other non-profits in the City of Alameda along with the local government. These include partnerships with:

- City of Alameda
- County of Alameda
- LifeSTEPS
- Boys and Girls Club
- Operation Dignity
- Alameda One Stop Career Center
- Wardrobe for Opportunity
- College of Alameda
- Alameda Adult School
- Find Financial Freedom
- Oakland Employment Development Department

The AHA currently provides non-federal funding to the Boys and Girls Club for sponsorships for any children of households residing in units owned by the AHA or families participating in any of its assistance programs such as the Housing Choice Voucher program. This allows any child to be able to participate in the after-school programming and summer programs without cost to the family. The AHA strongly supports providing families with key resources, so two Social Workers are also funded through non-federal funds to allow for case management and advocacy for families facing difficult situations. This program also provides onsite food delivery for the three largest housing sites owned by the AHA from the local food bank along with a variety of

PART I: MTW PLAN

other programming for both families and seniors to support healthy living and financial self-sufficiency. The AHA has partnerships that allow participants to take college courses and build their credit score while receiving housing assistance in affordable units.

The AHA also works closely with non-profits such as Resources for Community Development and Satellite Affordable Housing Association to build and provide affordable units to low-income residents.

The AHA works closely with the City of Alameda in obtaining CDBG and HOME funds to help maintain current units and to develop new units and providing bus passes for residents of new complexes developed by the Housing Authority. The AHA also works with the County in administering units for its Shelter Plus Care program and these residents are also eligible for the services provided by the AHA from non-federal funds.

The AHA recently formed a new partnership with the Corica Park Golf Course to allow the AHA families and children free access to its golf, footgolf, and disc golf courses. Corica Park invites under-represented communities to try the game of golf and enjoy the benefits of being outdoors. AHA intends to expand partnerships and create more programming for AHA families that enrich the lives of children and broaden their outlook of the world. The vision is for the AHA to be able to augment these programs through the MTW program to provide more training and educational opportunities for children and participants of its programs.

LANDLORD INCENTIVES ACTIVITIES INFORMATION

LANDLORD INCENTIVES ACTIVITIES INFORMATION

(1) LANDLORD NEEDS ASSESSMENT

Many landlords participating in the AHA's program are one- or two-unit owners. These are small "mom and pop" operations with limited resources and support. These longer tenured landlords have long relationships with their renters and try to maintain the affordability of the unit for the family. The struggle has been to replace low-income families that vacate a unit with a new low-income family.

As stated above, the rental market for the AHA's jurisdiction is normally very tight with low-income families competing in a market with high wage earners. The island of Alameda is a location in which many families want secure housing due to the excellent school system, it's separation from other Bay Area cities, and the culture of the island promoting a slower "small town" feel in the Bay Area.

Many of the units available in Alameda were built in the late 1800s or early 1900s, so are difficult for landlords to maintain on lower rents. Some landlords allow the units to deteriorate and families are forced to live in substandard units. The Housing Quality Standard inspections required under the Housing Choice Voucher program do not allow the owners to allow repairs to be put off like some market rate tenants, grateful to have a unit on the island, would allow.

Landlords have indicated that the reason units are not rented to participants in the Housing Choice Voucher program are that rents approved under the program are not comparable to the market, the agency is a tenant advocate, there are not enough

LANDLORD INCENTIVES ACTIVITIES INFORMATION

benefits to the program to make it worth the hassle, lengthy inspection process, timely payment of landlords, figuring out who to contact with issues, and the hassle of not being able to talk with finance.

The AHA has taken steps to address the issue of contacting staff, but under a traditional Housing Choice Voucher program, the inspection process and hassle of contract signing is a weakness of the program. The AHA sends the unit to the inspections scheduler the same day it is received and schedules it for the next available inspection.

Under MTW allowing pre-inspections would allow the agency to market the program to landlords and reduce the time once a participant selects the unit. Unfortunately, with a slight downward turn in the market, rents that were approvable two months ago are no longer approvable, while the market rate tenants are still paying the higher rents in some cases without knowing of the market downturn.

One of the strengths of the program that COVID has highlighted to owners is the ability of the program to increase the payments with a decrease in income of family members.

Under current ordinances, landlords have not been able to collect rents due to COVID, so a record number of units are suddenly being made available under the AHA's programs. A second strength of the program is to allow AHA staff to help mediate between the landlord and tenant when communications fail between the two parties.

(2) MTW COHORT LANDLORD INCENTIVE ACTIVITIES

The AHA is selecting to implement the following activities from the MTW Activities List:

- Vacancy Loss
 - Up to 1-month contract rent vacant between HCV participants

LANDLORD INCENTIVES ACTIVITIES INFORMATION

- Pre-qualifying Unit Inspections
 - Pre-inspection within 90 days before HCV participant begins occupancy
- Cohort Waiver 4.2 – Front-end Vacancy Loss Payment
 - Does not need to be between HCV participants
 - Less than one month of contract rent
 - Must update Admin Plan
- Other Landlord Incentives
 - Signing bonus – up to one month of contract rent

Landlords frequently express concern about the length of time to lease-up with the delay due to inspections. Pre-qualifying inspections will allow a decrease in this time and encourage landlords to work with the program.

Vacancy loss and front-end vacancy loss encourage landlords to rent to assisted households by offering a monetary advantage not obtained in the private market.

The AHA currently has a program that pays a flat \$500 to a unit rented to a participant under the Housing Choice Voucher program. This program has obtained about 50 new units during the time it has been implemented. In a jurisdiction that only has less than 900 families leased with landlords other than the AHA or a project-based voucher contract, this is a very successful program. Being able to increase the incentives to one month of contract rent (rather than the \$500 flat rate) could expand the program further.

LANDLORD INCENTIVES ACTIVITIES INFORMATION

(3) OTHER LANDLORD INCENTIVES AND INITIATIVES

The AHA has implemented a landlord portal to allow landlords to research HAP payments and to see the status of inspections. The AHA will continue to promote this new tool to landlords. The AHA also moved most landlords to an electronic payment to allow for the landlord to receive a timelier payment. Once HAP is received from HUD, the AHA makes the payment to the landlords immediately for direct deposit payments and mails the checks to other landlords. The AHA has also designated one staff member to provide customer service to all landlords and to answer any questions or problems.

One item that the AHA may explore to assist with landlord retention is to form a listing of legal referrals for reduced legal costs for evictions with cause. The landlord must participant in mediation and allow the family an opportunity to correct a behavior, but if the participant does not conform to the requirements, the AHA may provide assistance with the termination of the lease and HAP contract for that tenant. The assistance would be contingent on the landlord reviewing and giving serious consideration to all participant applicants.

The AHA would also like to provide landlord assistance for households aging in place or having other stability issues. This is an ongoing crisis in the City of Alameda as many baby-boomer are well into the process of aging in place. The AHA would contract with one or more 3rd parties, including non-profits, to provide assistance to landlords to deal with households that may no longer be able to respond to notices or pay rent timely due to issues with aging.

LANDLORD INCENTIVES ACTIVITIES INFORMATION

The AHA would also explore a program to pay for credit checks for applicants or participants looking to rent a unit but hindered by the price of a credit check.

DRAFT

APPENDIX 1: ATTACHMENT I Moving to Work Certifications of Compliance

CERTIFICATIONS OF COMPLIANCE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF PUBLIC AND INDIAN HOUSING

Certifications of Compliance with HUD and Federal Requirements and Regulations: Board Resolution to Accompany Application to the Moving to Work Demonstration Program

Acting on behalf of the Board of Commissioners of the applicant public housing agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the application to the Moving to Work (MTW) Demonstration Program for the PHA and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the application and implementation thereof:

- (1) The PHA will adhere to the MTW Operations Notice or successor notice and all requirements therein.
- (2) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to ensure at least 75% of families assisted are very low-income as defined in Section 3(b)(2) of the 1937 Act throughout the PHA's participation in the MTW Demonstration Program.
- (3) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in establishing a reasonable rent policy that is designed to encourage employment and self-sufficiency.
- (4) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to assist substantially the same total number of eligible low-income families as would have been served absent MTW throughout the PHA's participation in the MTW Demonstration Program.
- (5) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to maintain a comparable mix of families (by family size) as would have been provided had the funds not been used under the MTW Demonstration Program throughout the PHA's participation in the MTW Demonstration Program.
- (6) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to ensure housing assisted under the MTW Demonstration Program meets housing quality standards established or approved by the Secretary throughout the PHA's participation in the MTW Demonstration Program.
- (7) The PHA published a notice that a hearing would be held, that the application and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the application by the Board of Commissioners, and that the PHA conducted a public hearing to discuss the application and invited public comment.

- (8) The PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the application by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the application.
- (9) The PHA certifies that the Board of Commissioners has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (10) The PHA certifies that it will carry out its application in conformity with: Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-4); the Fair Housing Act (42 USC 3601-19); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Title II of the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); all regulations implementing these authorities; other applicable Federal, State, and local civil rights laws; and that it will affirmatively further fair housing by fulfilling the requirements set out in HUD regulations found at Title 24 of the Code of Federal Regulations, including regulations in place at the time of this certification, and any subsequently promulgated regulations governing the obligation to affirmatively further fair housing. The MTW PHA is always responsible for understanding and implementing the requirements of HUD regulations and policies and has a continuing obligation to affirmatively further fair housing in compliance with the 1968 Fair Housing Act, the Housing and Community Development Act of 1974, The Cranston-Gonzalez National Affordable Housing Act, and the Quality Housing and Work Responsibility Act of 1998. (42 U.S.C. 3608, 5304(b)(2), 5306(d)(7)(B), 12705(b)(15), and 1437C-1(d)(16)).
- (11) The PHA will carry out its plan in conformity with HUD's Equal Access Rule at 24 CFR 5.105(a)(2) and will not make a determination of eligibility for housing based on sexual orientation, gender identity, or marital status.
- (12) The application is consistent with the applicable Comprehensive Plan (or any plan incorporating such provisions of the Comprehensive Plan) for the jurisdiction in which the PHA is located.
- (13) The application certifies that according to the appropriate State or local officials that the application is consistent with the applicable Consolidated Plan.
- (14) The PHA complies with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.
- (15) The PHA complies with the Violence Against Women Act and its implementing regulations at 24 C.F.R. Part 5, Subpart L and Parts 960 and 966.
- (16) The PHA complies with the Architectural Barriers Act of 1968 and its implementing regulations at 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (17) The PHA complies with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 75.
- (18) The PHA complies with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (19) The PHA complies with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

- (20) The PHA complies with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (21) The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (22) The PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (23) With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (24) The PHA will keep records in accordance with 2 CFR 200.333-200.337 and facilitate an effective audit to determine compliance with program requirements.
- (25) The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (26) The PHA will comply with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards at 2 CFR Part 200.
- (27) The application and all attachments are available at the primary business office of the PHA and at all other times and locations identified by the PHA in its Plan and will continue to be made available at least at the primary business office of the PHA.

Housing Authority of the City of Alameda
PHA NAME

CA062
PHA NUMBER/HA CODE

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

Kenji Tamaoki
NAME OF AUTHORIZED OFFICIAL *

Chair, Board of Commissioners
TITLE

SIGNATURE

DATE

** Must be signed by either the Chairman or Secretary of the Board of the PHA's legislative body. This certification cannot be signed by an employee unless authorized by the PHA Board to do so. If this document is not signed by the Chairman or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

APPENDIX 1: ATTACHMENT II Commitment to Participate in the HUD-Sponsored Evaluation of the Fourth Cohort of the MTW Expansion

COMMITMENT TO PARTICIPATE

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING**

Commitment to Participate in the HUD-Sponsored Evaluation of the Fourth Cohort of the MTW Expansion

In addition to the elements described in PIH Notice 2021-03, HUD will provide additional scope and information about the HUD-sponsored evaluation of the fourth cohort of the MTW Expansion and any additional requirements that the PHA must adhere to.

Acting on behalf of the Board of Commissioners of the applicant public housing agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I agree to ensure participation of the PHA in the HUD-sponsored evaluation of the first cohort of the MTW Expansion as described in PIH Notice 2021-03 understanding the following considerations:

- (1) The PHA must participate in the HUD-sponsored evaluation of the fourth cohort of the MTW Expansion whether or not it receives an MTW designation through the lottery process described in PIH Notice 2021-03.
- (2) The PHA must follow PIH Notice 2011-65 or its successor notice whether or not it receives an MTW designation through the lottery process described in PIH Notice 2021-03. Adherence to PIH Notice 2011-65 regarding "Timely Reporting Requirements of the Family Report (form HUD-50058 and form HUD- 50058 MTW) into the Public and Indian Housing Information Center" is important to HUD's ability to evaluate the fourth cohort of the MTW Expansion.
- (3) In event the PHA is not selected to be in the treatment group, the PHA may apply to future cohorts of the MTW Expansion to which the PHA is eligible. Despite a potential designation under a future cohort, the PHA may continue to have obligations under the HUDsponsored evaluation of the fourth cohort of the MTW Expansion as well. Despite a potential designation under a future cohort, the PHA may not implement MTW activities in the Cohort #4 MTW Activities List in PIH Notice 2021-03 for the duration of the HUDsponsored evaluation of the fourth cohort of the MTW Expansion.
- (4) The PHA will cooperate fully with HUD and its contractors for the duration of the HUD-sponsored evaluation of the fourth cohort of the MTW Expansion. Failure to comply with the HUD-sponsored evaluation of the fourth cohort of the MTW Expansion may affect the PHA's ability to apply to future cohorts of the MTW Expansion.

Housing Authority of the City of Alameda

CA062

PHA NAME

PHA NUMBER/HA CODE

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

Kenji Tamaoki

Chair, Board of Commissioners

NAME OF AUTHORIZED OFFICIAL*

TITLE

SIGNATURE

DATE

*** Must be signed by either the Chairman or Secretary of the Board of the PHA's legislative body. This certification cannot be signed by an employee unless authorized by the PHA Board to do so. If this document is not signed by the Chairman or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.**

MTW Application for CA062 – Appendix 2: PUBLIC PROCESS DOCUMENTATION

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Evidence that HCV participants were notified of the PHA's intention to participate in the MTW Demonstration program

Copy of billing for mailing



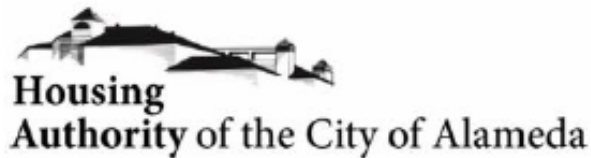
City Print & Mail
777 West Grand Avenue
Oakland, CA 94612

Tel: (510) 835-8117
 Fax: (510) 835-1720
 Accounting@BulkMailCenter.com

Housing Authority of the City of Alameda
Attn: Ms. Tonya Schuler-Cummins
701 Atlantic Avenue
Alameda, CA 94501

DATE: 3/3/2021
INVOICE #: 29452
P.O. #: 8624

Description	Quantity	Rate	Amount
Job Reference - #11164 - Cohort Participant letters			
Supply blank #10 (Regular/Window) envelopes	1,470	0.04938	72.59
Full service copying - Cohort #3 notice copied on 20# white paper, 2 sides	1,470	0.1317	193.60
Full service copying - Cohort #4 notice copied on 20# white paper, 2 sides	1,470	0.1317	193.60
File reformat, CASS certification, NCOA updates, output inkjet file, inkjet return address, inkjet indicia, fold (2), collate (2), insert & seal, USPS preparation, and delivery to post office	1,470	0.3598	528.91
USPS Marketing Mail Postage	1,470	0.2321	341.18
Sales Tax (9.75%) - City of Alameda		9.75%	0.00
Thank you, we really appreciate your business.		Due Date	Total
		4/3/2021	\$1,329.88



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

701 Atlantic Avenue • Alameda, California 94501-2161

March 3, 2021

Re: Intention to Apply for Moving to Work (MTW) Status Under Cohort #4

Dear Participants in the Housing Choice Voucher and Project-Based Voucher Programs:

The Department of Housing and Urban Development (HUD) has recently issued Notice PIH 2021-03 with a subject of *Request for Applications under the Moving to Work Demonstration Program for Fiscal Year 2021: COHORT #4 – Landlord Incentives*. This notice opens an application period (closing August 8, 2021) that allows the Housing Authority of the City of Alameda (AHA) to apply to this program. This notice is to inform you that the AHA does intend to submit an application under this notice.

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 they use their Federal funds. More information on the MTW program can be found online at www.hud.gov/mtw.

What is a Cohort? In 2016 Congress authorized HUD to add 100 additional PHAs to the MTW program. HUD decided in order to do this in an orderly and responsible manner, they would divide the PHAs up into "cohorts" or groups to add a few at time that will be studying the same objectives. The AHA was not eligible for the first two cohorts due to the size of its voucher program; however, it is eligible for the final two. The AHA plans to submit an application for the cohort studying the effectiveness of landlord incentives.

The process to submit an application must be a public one, and the AHA invites your input into the policies and procedures it will propose in August 2021 in its application to HUD.

The following are a list of public meetings and hearing with tentative dates for each. Everyone is encouraged to attend the meetings to provide input and feedback on the proposed MTW application and activities that would be operated at the AHA if is selected to participant in this cohort.

Due to the current health situation, public meetings will also be available virtually. The public meeting in March will be held virtually only, but starting in April 2021, the



March 3, 2021

Page 2 of 2

meetings will be virtual and with a physical meeting space. Participants are encouraged to participate virtually if at all possible as physical meeting space will be limited due to the need for social distancing and those experiencing symptoms of COVID-19 will not be allowed into the meeting space. The virtual meeting will be available by phone or with video. More information on the public meetings, including physical meeting space, can be accessed on the AHA's website at http://www.alamedahsq.org/about_us/news_announcements_and_newsletters at least 14 days prior to the public meeting.

Public Meeting #1 – March 16, 2021 at 1:30 p.m.: Landlord Outreach Meeting to solicit ideas from Landlords and others as to effective incentives which could be taken to encourage landlord participation. Participants are also encouraged to attend.

Virtual meeting information:

<https://zoom.us/j/93896393773?pwd=K3lVYlhlN1k3SHdqTHdnTEhaYXVqdz09>

PHONE: (669) 900-9128

Meeting ID: 938 9639 3773

Passcode: 550739

Public Meeting #2 – April 8, 2021 at 9:00 a.m.: meeting to solicit response to the intention of applying to MTW under cohort #4 and present incentives

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

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

June 16, 2021 – 7:00 p.m.: Resolution voted on by the Board of Commissioners authorizing submission of MTW application

If selected for this cohort, the selection would not have an immediate direct effect on your rent calculation for the studies of the landlord incentive; however, the selection into the MTW program would allow the AHA to implement activities that may have an effect on the amount of subsidy you receive. More detail on the MTW program can be obtained online from HUD's website, www.hud.gov/mtw, or during the 2nd and 3rd public meeting for this cohort.

Please do not contact your caseworker with any questions about the MTW application. These questions can be directed to Tonya Schuler-Cummins, Senior Management Analyst at tschuler@alamedahsq.org.

Thank you,

DocuSigned by:

Lynette Jordan

Lynette Jordan

Director of Housing Programs

E-mailed Newsletter for March 16, 2021 Public Meeting

From: Housing Authority of the City of Alameda <hainfo@alamedahsg.org>
Sent: Tuesday, March 9, 2021 9:19 AM
To: Tonya Schuler-Cummins
Subject: MTW Public Meeting Information



Moving To Work (MTW) Meetings

Public Meeting #1

Tuesday, March 16, 2021 @ 1:30 pm

The Department of Housing and Urban Development (HUD) has recently 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. The AHA does intend to submit applications under these notices.

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 they use their Federal funds. More information on the MTW program can be found online at www.hud.gov/mtw.

The process to submit an application must be a public one, and the AHA invites your input into the policies and procedures it will propose in August 2021 in its applications to HUD.

More information on the public meetings can be accessed on the AHA's website at https://link.zixcentral.com/u/eccb71a5/nnXyivuA6xGtJB-PhnsoMg?u=http%3A%2F%2Fwww.alamedahsg.org%2Fabout_us%2Fnews_announcements_and_newsletters.

Everyone is encouraged to attend the meetings to provide input and feedback on the proposed MTW application and activities that would be operated at the AHA if is selected to participant in this cohort.

Public Meeting #1 – March 16, 2021 at 1:30 p.m.: Landlord Outreach Meeting to solicit ideas from Landlords and others as to effective incentives which could be taken to encourage landlord participation.

Virtual meeting information:
<https://link.zixcentral.com/u/7a48bc07/8JHyivuA6xGnJB-PhnsoMg?u=https%3A%2F%2Fzoom.us%2F%2F93896393773%3Fpwd%3DK3lVYIhN1k3SHdqTHdnTEHaYXVqdz09>
PHONE: (669) 900-9128
Meeting ID: 938 9639 3773
Passcode: 550739

Other public meetings will be held April 8, 2021; April 28, 2021; May 19, 2021, and June 16, 2021.

Your ideas or questions can be directed to Tonya Schuler- Cummins, Senior Management Analyst at tschuler@alamedahsg.org.



E-mailed Newsletter for April 8, 2021 Public Meeting



Hello,

The Department of Housing and Urban Development (HUD) has recently issued PIH notices that open an application period (closing August 8, 2021) which allows the Housing Authority of the City of Alameda (AHA) to apply to the MTW program. The AHA intends to submit applications under these notices.

COHORT #3 – Work Requirements

Request for Applications under the Moving to Work Demonstration Program for Fiscal Year 2021.

COHORT #4 -- Landlord Incentives

Work Requirements and Request for Applications under the Moving to Work Demonstration Program for Fiscal Year 2021.

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 they use their Federal funds. More information on the MTW program can be found online at www.hud.gov/mtw.

The process to submit an application must be a public one, and the AHA invites your input into the policies and procedures it will propose in August 2021 in its applications to HUD. More information on the public meetings can be accessed on the AHA's website at www.alamedahsg.org under "About Us" and then "News" (Announcements and Newsletters).

Everyone is encouraged to attend the meetings to provide input and feedback on the proposed MTW application and activities that would be operated at the AHA if is selected to participant in this cohort.

For Cohort #3, Work Requirements

The next public meeting will be held on April 8, 2021 at 10:30am.

Access information follows.

Zoom Link: <https://link.zixcentral.com/u/f9bd666b/TK2SnjKX6xG-hWUAh3soMq?u=https%3A%2F%2Fzoom.us%2Fj%2F97043222650%3Fpwd%3DQjVNM3NORUNbmtWVWtQczNzRGp6UT09>

Phone access: (669) 900-9128

Meeting ID: 970 4322 2650

Passcode: 435261

Cohort #4, Landlord Incentives

The next public meeting will be held on April 8, 2021 starting at 9am.

Access information follows.

Zoom Link:
<https://link.zixcentral.com/u/764b768a/qMSSnjKX6xGcaWUAh3soMq?u=https%3A%2F%2Fzoom.us%2Fj%2F97847381507%3Fpwd%3DeXZGU0o1dVrtZ0lLaG9VTK3VVIOUT09>

Phone access: (669) 900-9128

Meeting ID: 978 4738 1507

Passcode: 024421

The Housing Authority of the City of Alameda
Headquarters
701 Atlantic Ave



Hello,

This email is to notify you that AHA will submit an application for the Moving to Work (MTW) demonstration program for Cohort #4 (Landlord Incentives). A public meeting will be held on Wednesday, April 28th at 5pm, to discuss the Landlord Incentive Program. You may access the meeting via computer or phone.

To attend the public meeting via your computer on Zoom, please [click here](#).

To attend the public meeting via your phone, please use call in details below:
Phone access at: (669) 900-9128
Meeting ID: 915 4198 5958
Passcode: 893600

The Housing Authority of the City of Alameda
Headquarters
701 Atlantic Ave
Alameda, CA, 94501

(510) 747-4300
www.alamedahsa.org



This is not an opportunity to sign-up for housing, all Housing Authority waitlists are closed at this time. Please contact [211](#) for help finding housing.

Evidence that two resident meetings were held

Public Announcement of Meetings

Alameda Journal

1101 Marina Village Parkway
Suite 253
Alameda, CA 94501
510-262-2740
2000604

ALAMEDA HOUSING AUTHORITY
ATTN: ACCOUNTS PAYABLE
701 ATLANTIC AVE
ALAMEDA, CA 94501

PROOF OF PUBLICATION

FILE NO. MTW Cohort #3 #4/April 8 Meetings

In the matter of

Alameda Journal

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Alameda Journal, a newspaper published in the English language in the City of Alameda, County of Alameda, State of California.

I declare that the Alameda Journal, is a newspaper of general circulation as defined by the laws of the State of California, as determined by the order of the Superior Court of the County of Alameda, dated August 25, 1992, in the action entitled "In the Matter of the Petition of the Alameda Journal to Have the Standing of the Alameda Journal as a Newspaper of General Circulation Ascertained and Established," Case Number 702515-6. Said order provides that: "Petitioner's prayer for an order ascertaining and establishing The Alameda Journal as a newspaper of general circulation...within the City of Alameda, County of Alameda, State of California, is granted." Said order has not been revoked.

I declare that the notice, a printed copy of which is annexed hereto, has been published in each regular and entire issue of the Alameda Journal and not in any supplement thereof on the following dates, to-wit:

04/02/2021

Legal No.

0006564672

PUBLIC MEETING ANNOUNCEMENT

The Housing Authority of the City of Alameda (AHA) is planning on applying for the Moving To Work (MTW) program for Cohorts #3 and #4. HUD has given permission for virtual public meetings rather than in-person meetings due to the current health circumstances.

This notice is to announce virtual Public Meetings for Cohort #3 on April 8, 2021 and April 28, 2021 and separate virtual Public Meetings for Cohort #4 also on April 8, 2021 and April 28, 2021. More information is available at www.alamedahsg.org under About Us and then Public Notices.

For Cohort #3, **Work Requirements**, the next public meeting will be held on April 8, 2021 starting at 10:30 a.m. Access information follows.

Link: <https://zoom.us/j/97043222650?pwd=QjVNM3NORUNnbmVWVWtQczNzRGp6UT09>
Phone access at (669) 900-9128
Meeting ID: 970 4322 2650
Passcode: 435261

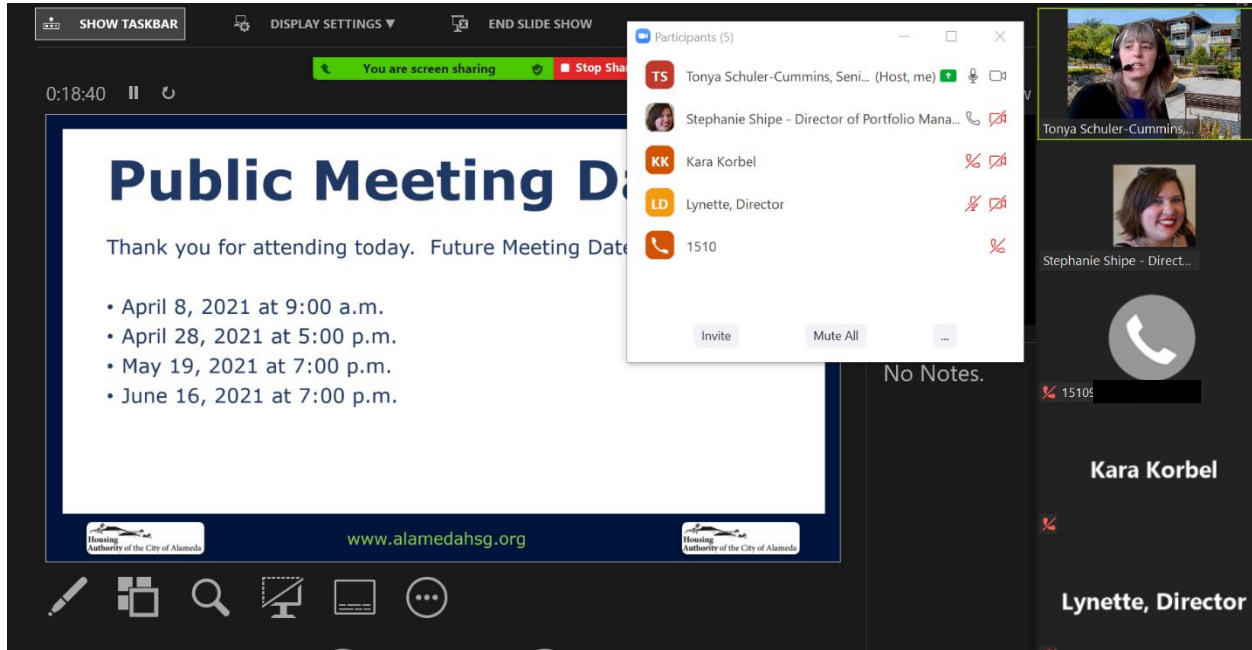
For Cohort #4, **Landlord Incentives**, the next public meeting will be held on April 8, 2021 starting at 9:00 a.m. Access information follows.

Link: <https://zoom.us/j/97847381507?pwd=eXZGU0o1dVREZ0lLaG9VVTk3VVIOUT09>
Phone access at (669) 900-9128
Meeting ID: 978 4738 1507
Passcode: 024421

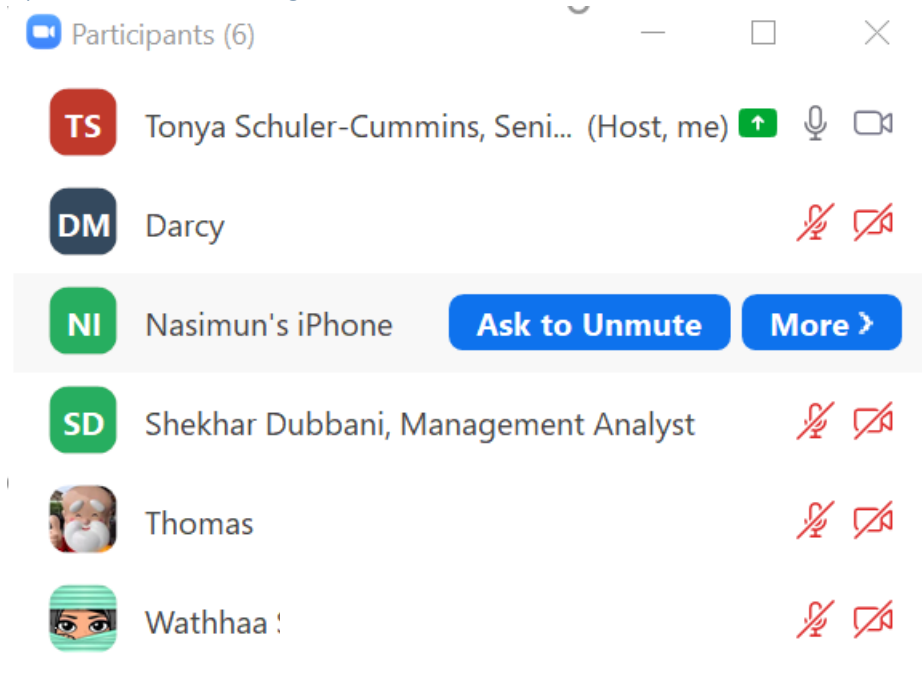
AJ 6564672 April 2, 2021

Screen Shots from Public Meetings

March 16, 2021 Meeting



April 28, 2021 Meeting



Public notice advertising the public hearing

Alameda Journal

1101 Marina Village Parkway
Suite 253
Alameda, CA 94501
510-262-2740

2000604

ALAMEDA HOUSING AUTHORITY
ATTN: ACCOUNTS PAYABLE
701 ATLANTIC AVE
ALAMEDA, CA 94501

PROOF OF PUBLICATION

FILE NO. Moving to Work/June 24 Hearing

In the matter of

Alameda Journal

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Alameda Journal, a newspaper published in the English language in the City of Alameda, County of Alameda, State of California.

I declare that the Alameda Journal, is a newspaper of general circulation as defined by the laws of the State of California, as determined by the order of the Superior Court of the County of Alameda, dated August 25, 1992, in the action entitled "In the Matter of the Petition of the Alameda Journal to Have the Standing of the Alameda Journal as a Newspaper of General Circulation Ascertained and Established," Case Number 702515-6. Said order provides that: "Petitioner's prayer for an order ascertaining and establishing The Alameda Journal as a newspaper of general circulation...within the City of Alameda, County of Alameda, State of California, is granted." Said order has not been revoked.

I declare that the notice, a printed copy of which is annexed hereto, has been published in each regular and entire issue of the Alameda Journal and not in any supplement thereof on the following dates, to-wit:

06/18/2021

Legal No. **0006584895**

PUBLIC MEETING ANNOUNCEMENT

The Housing Authority of the City of Alameda (AHA) is planning on applying for the Moving To Work (MTW) program for Cohort #4, Landlord Incentives. This notice is to announce a virtual Public Hearing on June 24, 2021 at 7:00 pm. More information is available at www.ala.medahsg.org under About Us and then Public Notices.

Public access to this meeting is available as follows:

Join Zoom Meeting: <https://zoom.us/j/95360670749?pwd=S2w0akRDdnBpTFdQVWZPRlF1UU5Edz09>

Meeting ID: 953 6067 0749

Passcode: 792140

Or by calling: 1-669-900-9128

AJ 6584895 July 18, 2021

Evidence that the public hearing was held
Board of Commissioner Meeting Notes from June 24, 2021



**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

AGENDA

**REGULAR MEETING OF THE BOARD OF COMMISSIONERS
ALAMEDA AFFORDABLE HOUSING CORPORATION MEETING**

DATE & TIME

**Wednesday, July 21, 2021
Regular Meeting of the Board of Commissioners– 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/94439172029?pwd=dkIKOTRTSszQ3RlhHb1o3SIExamlDdz09>

Meeting ID: 944 3917 2029

Passcode: 446100

One tap mobile

1-669-900-9128, 94439172029#, *446100# US (San Jose)

1-346-248-7799, 94439172029#, *446100# US (Houston)

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

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 and 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. 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. Regular Meeting of the Board of Commissioners
2. ROLL CALL - Board of Commissioners
3. Public Comment (Non-Agenda)
4. 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.
- 4-A. Approve Minutes of the Board of Commissioners Meeting held June 24, 2021 – **Page 1**
5. AGENDA
- 5-A. Discuss and Seek Feedback on Creation of a Local Housing Trust Fund– **Page 10**
- 5-B. Authorize the Executive Director to Negotiate and Approve a Five-Year Service Agreement between the Housing Authority and the AAHC, to Administer the Alameda Housing Trust Fund, if established – **Page 13**
- 5-C. Adopt a Resolution to Grant funds to the Alameda Housing Trust Fund for purposes of the Fund, including overhead costs; Authorize the Executive Director, or her designee, to Execute a Contract to Grant Funds to the Alameda Housing Trust Fund – **Page 22 (SM)**
6. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
7. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
8. ADJOURNMENT
9. 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)
10. ROLL CALL - Board of Commissioners
11. Public Comment (Non-Agenda)



12. AAHC AGENDA

- 12-A. Establish the Alameda Housing Trust Fund, Authorize the Executive Director to Negotiate and Approve a Five-Year Service Agreement between the Housing Authority and the AAHC to Administer the Alameda Housing Trust Fund; Receive Grant Funds from the Housing Authority of the City of Alameda, and Approve the Initial Guidelines – **Page 26**
- 12-B. Approve a Contingent Loan Commitment of \$6,666,666M to Island City Development with \$3.3M for each of the two North Housing Permanent Supportive Housing Development Projects: PSH Phase I and PSH Phase II and Authorize President to Negotiate and Execute Loan Documents - **Page 51**
- 12-C. Authorize AAHC to apply for Local Housing Trust Fund funds for an amount not to exceed \$3,333,333; Authorize AAHC to issue and enter a Letter of Intent with Island City Development for the conditional commitment of an amount not to exceed \$6,666,667 in Alameda Affordable Housing Trust Funds and \$3,333,333 in Local Housing Trust Fund funds to be split between North Housing PSH Phase I and PSH Phase II developments - **Page 56**

13. 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

**SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
THURSDAY, JUNE 24, 2021
and
ALAMEDA AFFORDABLE HOUSING CORPORATION MEETING
THURSDAY, JUNE 24, 2021**

PLEDGE OF ALLEGIANCE

1. **ROLL CALL** - Board of Commissioners

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

Absent: None

2. **Public Comment (Non-Agenda)**

NONE

3. **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.

- *3-A. Approve Minutes of the Board of Commissioners and AAHC Meetings held May 19, 2021, and the Special Board of Commissioner Meeting held June 2, 2021
- *3-B. Accept the Monthly Overview Report for Executive Department
- *3-C. Accept the Monthly Overview Report for the Housing Programs Department
- *3-D. Accept the Monthly Overview Report for the Alameda Rent Program
- *3-E. Accept the Monthly Overview Report for Property Operations
- *3-F. Approve AHA Property Write-Offs for 2020-21
- *3-G. Approve the Video Camera Policy
- *3-H. Accept a memo regarding installing cameras at Esperanza Plaza
- *3-I. Accept the Monthly Overview Report for Housing Development
- *3-J. Accept the Monthly Development Report for North Housing
- *3-K. Accept the Monthly Development Report for Rosefield Village
- *3-L. Accept the Monthly Procurement Report
- *3-M. Accept the Fiscal Year to Date Financial Report through the Month of April 2021



- *3-N. Accept an Update of the Housing Authority’s current Strategic Plan through June 1, 2021 and the Goals for 2021-22
- *3-O. Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Alameda Housing Authority and Goldfarb & Lipman LLP in the amount of Two Hundred Thousand Dollars and Zero cents (\$200,000.00) up to a total not to exceed amount of Seven Hundred Thousand dollars and Zero cents (\$700,000.00) and Extend the contract for an additional year through October 23, 2022
- *3-P. Approve June 19 – Juneteenth - as a one day additional paid holiday for AHA employees effective January 1, 2022, and authorize the Executive Director or designee to provide one additional floating holiday day for current AHA employees in recognition of the 2021 federal Juneteenth holiday

Items accepted or adopted are indicated by an asterisk.

Commissioner Sidelnikov moved to accept the Consent Calendar items and Commissioner Kay seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	6	Chair Tamaoki, Vice-Chair Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov
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4. AGENDA

4-A. Conduct Public Hearing Regarding Cohort #4 Landlord Incentives

Tonya Schuler-Cummins, Senior Management Analyst informed the Board that HUD amended the application deadline date, for Cohort #4 of the MTW Program, with the new deadline being in October. As previously reported AHA intends to submit the application, for Cohort #4, and present the respective Resolution to the Board, for approval, in August. Therefore, a Public Hearing must be conducted in order to receive public comments on AHA’s intention to submit the application.

Chair Tamaoki opened the Public Hearing at 7:09 p.m. Hearing none, Chair Tamaoki closed the Public Hearing at 7:09 p.m.

4-B. Ratify the Executive Director’s Acceptance of Emergency Housing Vouchers and Authorize the Executive Director to Sign a Memorandum of Understanding for Emergency Housing Vouchers, and using a HUD waiver to Increase the Payment Standards for EHV to 120% of FMR and to adopt a revised Administrative Plan chapter relating to EHV

Vanessa Cooper, Executive Director stated that, in an effort to begin dispersing the 57 Emergency Housing Vouchers out to the public in July, staff is requesting Board pre-approvals in order to expedite the signing of the joint Memorandum of Understanding (MOU), between the four housing authorities in Alameda County and the County of Alameda, by June 30, 2021, and using a HUD waiver to Increase the Payment Standards for EHV to 120% of FMR, and to adopt a revised Administrative Plan chapter relating to EHV, which would be ratified in the month of August.



Resolution signed by the Board of Commissioners adopting the MTW
Plan and application package

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Housing Authority of the City of Alameda 701 Atlantic Ave Alameda, CA 94501 Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Housing Authority of the City of Alameda

Project Name: _____

Location of the Project: _____

Name of the Federal Program to which the applicant is applying: Moving to Work (MTW) Landlord Incentives Cohort

Name of Certifying Jurisdiction: City of Alameda

Certifying Official of the Jurisdiction Name: Eric Levitt

Title: City Manager

Signature: 
E4D11F2008054AE...

Date: 8/4/2021

Approved as to Form

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

Approving the Housing Authority of the City of Alameda’s Desire to Obtain Moving to Work (MTW) Designation Under the Landlord Incentives Cohort of the MTW Expansion

WHEREAS, the Housing Authority of the City of Alameda (“AHA”) is a Public Housing Authority with an Annual Contributions Contract with the Department of Housing and Urban Development (HUD);

WHEREAS, on January 7, 2021 HUD issued PIH Notice 2021-03 Request for Applications under the Moving to Work Demonstration Program for Fiscal Year 2021: COHORT #4 – Landlord Incentives;

WHEREAS, HUD is accepting applications to the Moving to Work (MTW) program until October 15, 2021;

WHEREAS, the Strategic Plan 2019-2021 includes goal two, AHA uses its resources efficiently, and includes the objective to analyze the option of applying for “Moving to Work” status as a Public Housing Authority;

WHEREAS, the AHA has provided notification to all Housing Choice Voucher participants of its intention to participate in the MTW Demonstration Program by providing no less than one written notification in March of 2021;

WHEREAS, the AHA has held three public meetings on March 16, 2021, April 8, 2021, and April 28, 2021;

WHEREAS, the draft MTW Plan and Landlord Incentive Activities Information were posted on the AHA’s website on since May 2021 which is more than 30 days prior to August 18, 2021;

WHEREAS, on June 18, 2021, a public notice was published of a Public Hearing on June 24, 2021;

WHEREAS, on June 24, 2021, the Public Hearing was held to discuss the MTW Plan and Landlord Incentives Activities Information and invite public comment;

WHEREAS, the date of this resolution is no less than 15 days after the June 24, 2021 hearing;

WHEREAS, it has been confirmed that AHA has met the public process requirements in Section 5(C)(i)(c) of PIH Notice 2021-03;

WHEREAS, if selected for participation in the cohort, the AHA intends to comply with the MTW objectives, MTW statutory requirements, and the MTW Operations Notice; and

WHEREAS, if selected for participation in the cohort, the AHA and its Board of Commissioners is committed to implementing the landlord incentive activities discussed in the MTW Plan and application package.



NOW, THEREFORE, BE IT RESOLVED, that the Board approves the AHA's desire to obtain MTW designation under the fourth (Landlord Incentives) cohort of the MTW Expansion; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Executive Director or designee to submit an application to HUD under PIH Notice 2021-03 to be considered for participation in the Landlord Incentives Cohort.



ATTEST:

Vanessa M. Cooper
Secretary and Executive Director

Kenji Tamaoki, Chair
Board of Commissioners

Adopted:

August 18, 2021

Date





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: Sylvia Martinez, Director of Housing Development

Date: August 18, 2021

Re: Accept Report on Cost Drivers of Affordable Housing

BACKGROUND

Across the United States, the high costs of affordable housing development have outpaced the growing demand for subsidized housing despite an acute affordability crisis. While the San Francisco Bay Area is not unique in the cost drivers that hinder affordable development, the region is “exceptional” in both the need for affordable housing and the high cost to provide these homes (Decker 2021). In the last year, the COVID-19 pandemic has exacerbated stress on low-income renters, putting many at greater risk of becoming displaced or unhoused. Research from the UC Berkeley Turner Center highlights that these cost drivers can be attributed to (i) increased construction costs; (ii) lengthy administrative entitlement processes; and (iii) complexity in financing affordable projects. The need for developers to “check all the boxes” and meet detailed and numerous regulations continues to inhibit affordable construction, despite the State’s goals to address rising displacement and homelessness.

DISCUSSION

Construction and Labor Costs

Hard construction costs are the primary driver of rising development costs, namely due to higher prices for general contractors, shortages in the construction labor market, and higher material costs. Between 2016 and 2019, California’s hard development costs under the Low-Income Housing Tax Credit (LIHTC) program increased by 13 percent from \$425,000 to more than \$480,000 per unit—the highest in the nation (Reid 2020). These increases are driven by broader political forces such as tariff battles that have increased lumber and metal prices, and anti-immigration rhetoric—as well as a tight labor market overall—that has made it difficult to source labor, let alone recruit construction workers with more specialized skillsets.

Moreover, affordable housing developments often layer additional forms of public funding that include prevailing wage requirements, which further increase costs through



higher wage rates and the need to meet additional requirements, such as payroll certification. While the rise in construction costs impact both market-rate and affordable developments, affordable projects are especially vulnerable to these increases, which can lead to higher interest costs on construction loans and contingency costs on an already fragmented pool of funding.

In 2019, California, Oregon, and Washington State housing finance agencies released a joint statement that affordable housing costs are on par with market rate if the different product type and requirements are taking into consideration (CTCAC, et al, 2019)

Development and Entitlement Costs

The development process is further hindered by bureaucratic delays and local resistance, driven by the need to navigate local development fees, lengthy entitlement processes, and state and local development standards. Limited government staff and capacity, strained by the volume of new construction, can slow approvals. The lack of updated zoning codes in many cities requires developers to submit variances, which can further delay the entitlement process and increase development costs, and may include significant ‘add-ons,’ such as parking, open space, and environmental requirements. Furthermore, various political and funding constraints pose challenges to obtain density and achieve “efficiencies of scale” to reduce per unit or per square foot cost (Reid 2020). Local resistance to larger, denser developments and the funding “cap” on 9% LIHTC projects—which is too low to propose larger, more efficient projects—often results in affordable developments that are smaller and lower density (Reid 2020).

Complexity in Financing

While market-rate projects are generally funded by two sources—debt and equity—affordable projects require a ‘stack’ of capital to close the gap between what is financed through debt and tax credit equity, and the actual costs of development. Between 2008 and 2019, the majority of 9% LIHTC projects (80 percent) utilized 4 to 8 external sources of funding, with an additional 10 percent of projects relying on more than 8 sources (Reid 2020). The increased complexity in financing and the need to manage multiple funding sources impose additional requirements and delays on affordable projects. On average, every additional source of funding is associated with an increase for \$6,400 per unit, or 2 percent, in total building costs (Reid 2020). The inefficiencies of juggling multiple sources of financing ultimately reinforce prohibitive development costs and further entrenches projects in lengthy development processes.

Increasing Need for Operating Subsidy/Project Based Vouchers and Service Dollars

Permanent supportive housing—a model that combines affordable housing, healthcare, and supportive services to serve unhoused populations—is typically more expensive to build than traditional affordable units and thus requires additional funding sources (an average of 6.2 sources per project) (Decker 2021). Certain of these funding sources – such as operating subsidies, project-based vouchers, and service dollars are sometimes supported by large, capitalized reserves (money set aside at the beginning of the development and expected to be drawn down over the initial 15-20 years of operations). In general, supportive housing will have a more complex financial structure,

which takes additional time and resources to pull together – increasing the development timelines as well as per-unit cost. As the State continues to deepen preferences and set asides for supportive housing in its funding programs, the average development cost is rising. In the last 12 months, projects meeting State of CA deep affordability and supportive housing goals were shut out of the tax-exempt bond program (whose tie breaker is bond/unit, a proxy for cost/unit). The Governor’s recent budget allocated \$1.75 billion in equity to fund these stalled affordable housing developments, the majority of which are supportive housing projects with operating subsidies.

Case Study: Streamlined Affordable Development

San Francisco’s 833 Bryant Street is a supportive housing project that surmounted many of the barriers to affordable development by utilizing unrestricted dollars, streamlined ministerial approval under Senate Bill 35, and off-site construction to deliver units more quickly and less expensively than similar developments.

Philanthropic dollars allowed the project to avoid costly regulations, lengthy design approvals, and to utilize modular off-site construction (the high early cost and risk of modular frequently makes it challenging to use in affordable housing) This “package of efficiencies” resulted in a far more flexible and streamlined development process that met substantial cost and timeline savings goals. Although not easily replicable, the case study shows how regulatory change and one-stop financing could help the affordable housing development community improve on its delivery and cost-efficiency.

FISCAL IMPACT

Not applicable.

CEQA

Not applicable to this item.

RECOMMENDATION

Accept the report on the cost drivers of affordable housing.

ATTACHMENTS

- 1. 8-Q Att 1 References - Report on Cost Drivers of Affordable Housing

Respectfully submitted,
Augustina Ullman
2021 AHA Summer Intern
Sylvia Martinez, Director of Housing Development

Attachment 1: Report on Cost Drivers of Affordable Housing

This report was prepared in significant part by Augustina Ullman, Summer 2021 Intern, Housing Authority of the City of Alameda

Links:

1. [CTCAC, CHFA, OHCS, WSHFC 2019. "Construction Costs of Affordable Housing." https://www.treasurer.ca.gov/ctcac/multistate-housing-costs.pdf](https://www.treasurer.ca.gov/ctcac/multistate-housing-costs.pdf)
2. [Decker, Nathaniel. 2021. "Strategies to Lower Cost and Speed Housing Production: A Case Study of San Francisco's 833 Bryant Street Project." *Terner Center*. Retrieved from https://ternercenter.berkeley.edu/research-and-policy/833-bryant-street-sf/.](https://ternercenter.berkeley.edu/research-and-policy/833-bryant-street-sf/)
3. [Kneebone, Elizabeth and Carolina Reid. 2021. "The Complexity of Financing Low-Income Housing Tax Credit Housing in the United States." *Terner Center*. Retrieved from https://ternercenter.berkeley.edu/blog/lihtc-complexity/.](https://ternercenter.berkeley.edu/blog/lihtc-complexity/)
4. [Reid, Carolina. 2020. "The Costs of Affordable Housing Production: Insights from California's 9% Low-Income Housing Tax Credit Program." *Terner Center*. Retrieved from https://ternercenter.berkeley.edu/research-and-policy/development-costs-lihtc-9-percent-california/.](https://ternercenter.berkeley.edu/research-and-policy/development-costs-lihtc-9-percent-california/)



**Housing
Authority of the City of Alameda**

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Relations Manager

Date: August 18, 2021

Re: Provide Feedback on the 2021-2023 Communications and Outreach Plan

BACKGROUND

In early 2021, AHA hired a Community Relations Manager to work on a number of communications and outreach activities.

DISCUSSION

The attached report provides an overview of the goals and the work to be completed for the next two years. Staff is seeking feedback from the Board on these activities.

FISCAL IMPACT

Staff has already budgeted for most of these activities in the current fiscal year and intends to budget for them in future years.

CEQA

N/A

RECOMMENDATION

Provide Feedback on the 2021-2023 Communications and Outreach Plan

ATTACHMENTS

1. AHA Communication and Outreach 2021-2023

Respectfully submitted,

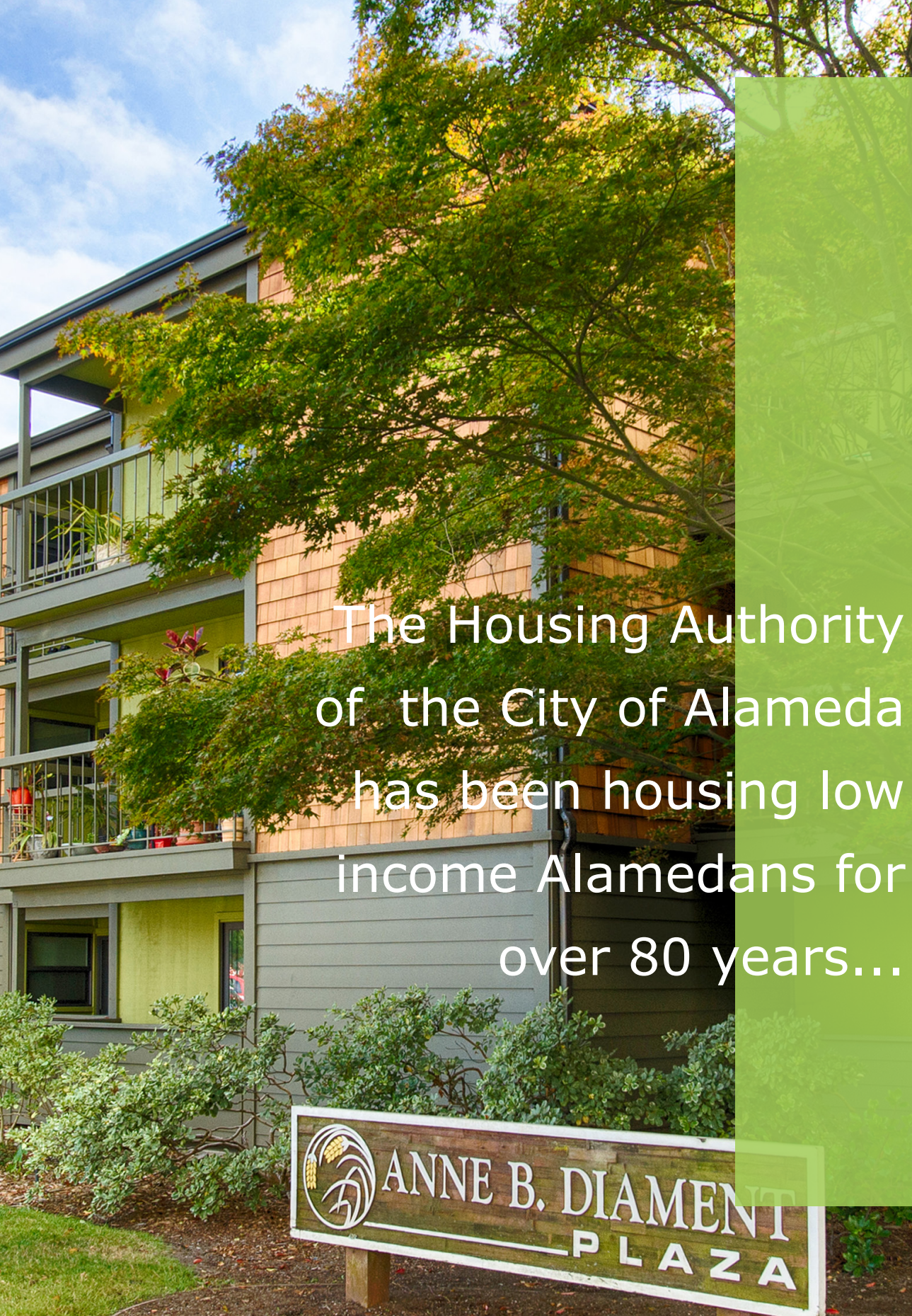
Joshua Altieri, Community Relations Manager



Communications & Outreach Plan

2021-2023





The Housing Authority
of the City of Alameda
has been housing low
income Alamedans for
over 80 years...

AHA Overview

The Housing Authority of the City of Alameda has been housing low income Alamedans for over 80 years and is currently (August 2021) a medium sized Public Housing Authority with a \$43 million annual budget and 55 full-time employees that work in any of these four core departments:

- 1. Housing Programs Department** manages \$30 million in annual housing subsidies and operates several housing programs including the Housing Choice Voucher program which houses 3,255 adults and children.
- 2. Portfolio Management Department** maintains Housing Authority real estate properties and provides highest level of customer service to residents at AHA properties.
- 3. City of Alameda Rental Stabilization Program** is administered by AHA through a services agreement with the City of Alameda and over 11,000 rental homes are actively regulated.
- 4. Housing Development Department** has built 168 new affordable homes since 2010 and has in the pipeline another 700 affordable rental homes to be built by 2030. In total, as of August 2021 AHA currently owns 628 affordable homes in the City of Alameda.

These four business departments perform at the highest level because they are supported by AHA staff in the following areas: Human Resources, Information Technology, Procurement, Risk Management, Finance, Communications, and Maintenance.

In 2016, The Housing Authority of the City of Alameda formed Island City Development (ICD) to partner with AHA on developing new rental homes in the City of Alameda. Then in 2017, AHA created the Alameda Affordable Housing Corporation (AAHC) to operate affordable homes in the City of Alameda.

With this amount of significant involvement with City of Alameda residents and a very wide range of stakeholders, AHA recognized the need to invest resources into the development of communications program which includes the hiring of a Community Relations Manager (CRM). The CRM performs marketing and public relations duties which build positive brand equity, increase brand awareness, promote overall transparency and use storytelling to document how AHA is driving community impact amongst low-income households in the City of Alameda.

The Community Relations Manager supports and collaborates with all AHA departments and agency leadership on work with community partners. Current partnerships include the City of Alameda, Alameda Food Bank, Girls Inc., Alameda Point Collaborative, Alameda Family Services, LifeSTEPS, and the Alameda Boys and Girls Club. With many more community organizations targeted for partnerships in 2021 and beyond.



Outreach and Content Strategy

With media consumption trending to online devices (desktop and mobile phones), AHA will increase digital communication efforts to expand reach and increase efficiency to ensure that marketing messages are reaching target audiences. The two pillars of any digital strategy are content creation and the website, so the Community Relations Manager is focused on completing a website re-design and creating the multimedia content that can be pushed through digital marketing channels (social, email, web, text), content that includes:

- AHA Overview Video
- FSS Program Recruitment Video
- Community Partnership Videos
- Social Media Videos
- Animated logo
- Website
- Social Media Posts





Outreach and Content Strategy (cont)

AHA’s website is being re-designed with target launch date of April, 2022. Key areas of focus for the new website will be ADA compliance, multi-lingual capacity, site navigation, mobile user experience, data collection, and site analytics. Furthermore, the AHA logo will be re-designed and will be ready for the launch of the newly designed website. Beyond the community outreach and digital marketing efforts, the Community Relations Manager will update internal and external printed marketing materials, which include:

- Newsletters for tenants and landlords
- Press Releases (with digital distribution strategy)
- Strategic Plan updates
- Annual Agency Report
- AHA Program Collateral
- Waitlist marketing and informational materials
- Board Packets
- Multi-Lingual versions of marketing materials

“AHA will increase efficiency to ensure that marketing messages are reaching target audiences.”

GOALS

AHA identified seven communications goals for the next 24 months (spanning June 2021 thru June 2023) that are considered critical elements for AHA to strengthen its profile within the City of Alameda community.

Integrated Communications Strategy Capability



Build powerful and nimble Integrated Communications Strategy Capability. By adding social media to AHA's new website and database targeting, AHA will then enjoy integrated communications (text, email, direct mail, social) capability for targeted messaging/outreach.

Build Reputation for AHA



To build reputation for AHA outside the City of Alameda. AHA will employ a strategy that expands media outreach to publications across the State of California and to seek regional/national industry awards that add credibility and recognizes the great work by AHA staff and leadership. Also continue to monitor online reviews and respond accordingly.

Expand Community Partnerships



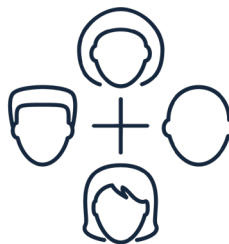
Expand Community Partnerships within Alameda and locally for the benefit of AHA tenants, landlords, and program participants. Through new and existing community partnerships, AHA is enhancing the quality of life of clients by providing access to services in the areas of health, wellness, legal, family recreation activities, transportation, education, financial assistance etc.

Define AHA Brand Standards



Define AHA Brand Standards across all online platforms and printed marketing materials. Train staff on standard marketing materials and digital platforms. Ensure ADA compliance and adherence to AHA social media policy.

Diversity, Equity, and Inclusion



Support the agency's Diversity, Equity and Inclusion efforts.

In Person and Online Events



Design and promote both in person and online events that highlight AHA's programs and successes that support agency initiatives such as waitlist openings, new programs etc.

Manage AHA's Ombudsman Program



Manage AHA's Ombudsman program which improves and facilitates communication with landlords, tenants and applicants through problem solving.



TARGET AUDIENCES

AHA seeks to target the specific audiences below. In many cases, it has existing databases or methods of communication, but the CRM will focus on expanding these contacts over the six months.

- Program participants, tenants, and applicants
- Section 8 Landlords and City of Alameda (Rent Program) Landlords
- Business groups and community-based organizations
- Culturally diverse communities and multicultural groups in and near Alameda
- Current and future employees
- Current and potential AHA residents and program participants.
- Service organizations and service groups such as Rotary and Kiwanis clubs
- City of Alameda Elected Officials
- City of Alameda Staff
- Local, state, and federal elected officials and government agency staff
- Non-profits, religious institutions, and healthcare providers
- Local/Regional print, digital, radio and television outlets
- Neighbors near current and future developments, including Homeowners Associations.
- Alameda Unified School District, Alameda Community College
- Social organizations and advocacy groups
- Industry groups (such as CAHA, NAHRO, CLPHA, NPH, etc.)

BENCHMARKS AND PATH FORWARD

Here are benchmarks that have been achieved to date.

- RFP for new website published to solicit vendors
- RFP for video and graphic design published to solicit vendors
- Ombudsman program setup and actively managing cases
- Communications plan drafted
- Email contact lists have been updated
- Created archives for all photos
- AHA marketing materials developed
- Social media accounts actively posting relevant content
- Delivering quarterly newsletters to tenants and program participants.
- Community Partnerships have been developed with Girls Inc. and Corica Park Golf Course
- Application submitted for Nan McKay & Associates Service Award



Below are future goals that AHA's Communications Plan needs to meet.

- Develop video library with assets by Q3 2021
- Launch new website by Q2 2022
- Grow social media following on LinkedIn to over 500 followers
- Grow Facebook to over 500 followers
- Submit 3 or more applications for industry and project recognition/awards
- Secure 3 or more community partnerships to provide services for AHA tenants and program participants
- Launch community outreach plan for announcements of both Emergency Housing Voucher (EHV) program and the Housing Wait List in Fall 2021.

AHA will grow a robust communications platform that features enhanced targeting outreach and uniform brand identity.



**Housing
Authority of the City of Alameda**

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
From: Vanessa Cooper, Executive Director
Date: August 18, 2021
Re: Elect a Chair and Vice Chair of the Board of Commissioners

BACKGROUND

Section 4 of the Rules and Procedures of the Housing Authority states: “The Chair and Vice Chair shall be elected by the Board of Commissioners from its membership at the first meeting after July 1 of each year when the Commission is fully constituted.”

DISCUSSION

Nominations for Board Chair and Board Vice Chair were solicited in May 2021 and an ad hoc committee was created. Staff received recommendations for the following positions for FY 2021 – 2022:

- Chair: Carly Grob
- Vice Chair: Kenji Tamaoki

The election of new officers will take place during the August 18, 2021 Board of Commissioners regular meeting. The nomination and election process must be open according to provisions of the Brown Act; secret ballot voting is not permitted.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Elect a Chair and Vice Chair of the Board of Commissioners.



ATTACHMENTS

None

Respectfully submitted,



Vanessa Cooper, Executive Director