



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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**AGENDA**                    **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**  
**DATE & TIME**            **Wednesday, September 15, 2021 - 7:00 PM**  
**5:30 p.m. - Closed Session**

**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://us06web.zoom.us/j/94439172029?pwd=dkIKOTRTSszQ3RlhHb1o3SIEexamIDdz09>

Meeting ID: 944 3917 2029  
Passcode: 446100

One tap mobile

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

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Find your local number: <https://us06web.zoom.us/j/94439172029?pwd=dkIKOTRTSszQ3RlhHb1o3SIEexamIDdz09>

Persons wishing to address the Board of Commissioners are asked to submit comments for

the public speaking portion of the Agenda as follows:

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



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

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

## PLEDGE OF ALLEGIANCE

1. ROLL CALL
2. Public Comment (Non-Agenda)
3. Closed Session - 5:30 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
  - 3.B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8.  
 Property Location: 1628 Webster Street, Alameda CA 94501  
 Assessor's Parcel Number 73-418-4-1  
 Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, and Richard Yoshida, Project Manager,  
 Negotiating Parties: Alameda Hospitality, LLC; Under Negotiation: Price and Terms of Payment.
  - 3.C. Closed Session: Purpose: Executive Director Evaluation for 2020-21
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 Meetings held August 2, 2021 and August 18, 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 on Emergency Housing Vouchers (EHV)
- 8.E. Accept a report on the Waitlist Opening
- 8.F. Accept the Monthly Overview Report for the Alameda Rent Program
- 8.G. Accept the Monthly Overview Report for Property Operations
- 8.H. Accept the Monthly Overview Report for Housing Development
- 8.I. Accept the Monthly Development Report for North Housing
- 8.J. Accept the Monthly Development Report for Rosefield Village
- 8.K. Accept the Monthly Overview Report on Procurement
- 8.L. Accept the Fiscal Year to Date Financial Report through the Month of July 2021.
- 8.M. Approve New Payment Standards for HCV, PBV and EHV Effective January 1, 2022
- 8.N. Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Alameda Housing Authority and Aleshire & Wynder LLP in the amount of Seventy Five Thousand Dollars and Zero cents (\$75,000.00) up to a total not to exceed amount of Two Hundred Twenty Five Thousand Dollars and Zero cents (\$225,000.00).
- 8.O. Approve the Amended and Restated Promissory Notes on the AHA-AAHC Portfolio and Authorize the Executive Director, or her designee, to negotiate and execute the final Amendments
- 8.P. Authorize the Executive Director or Designee to Negotiate a Consent for Breakers at Bayport, L.P. 15- Year Limited Partner Exit- Transfer of Interest and Substitution of Limited Partner with Resources for Community Development (RCD)
- 8.Q. Accept 2021-22 Strategic Plan Goals

**9. AGENDA**

- 9.A. Video of Rosefield Village Construction
- 9.B. Adopt a Resolution on PHA Accreditation
- 9.C. Approve 2021-22 Goals for the Executive Director; Approve temporary changes to the 2014 Contract with the Executive Director; Approve Pay Increase for Executive Director to Step 2



of the Approved Pay Schedule

- 9.D. Create Ad Hoc Committee for Acquisition and Development Projects
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**

**SPECIAL MEETING OF THE BOARD OF COMMISSIONERS  
MONDAY, AUGUST 2, 2021**

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners

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

Absent: Chair Tamaoki and Commissioner Kay

2. Public Comment (Non-Agenda)

None.

3. AGENDA

3-A. Authorize the Executive Director, or Her Designee, to Enter into A Promissory Note with Island City Development for an Amount Not to Exceed \$1,223,000 on Behalf of Rosefield Village

Sylvia Martinez, Director of Housing Development introduced Allyson Ujimori, Senior Project Manager who provided a presentation that summarized Agenda item 3-A.

In response to Commissioner Hadid, Ms. Ujimori stated that as a new construction, the Rosefield Village Project, incurred new service installation and infrastructure impact fees, as assessed by the East Bay Municipal Utility District (EBMUD), the service provider of water services in the City of Alameda. Ms. Ujimori also explained that, considering the expected EBMUD credit of \$375K, the anticipated outstanding balance of the requested Promissory Note is about \$850K.

In response to Vice-Chair Grob, Ms. Ujimori stated that in an attempt to be better prepared to pay these fees, when considering future projects, AHA will estimate and include the costs sooner. In this same spirit, Ms. Ujimori has reached out to EBMUD to confirm how soon future projects can apply and when they can expect to receive estimate letters which will contain specific dates related to payment.

In response to Commissioner Rickard, Vanessa Cooper, Executive Director confirmed that these costs were included in Rosefield Project budgets previously approved by the Board, however, they were omitted from the final budget. Ms. Martinez also confirmed



that when the construction loan was approved by all of the lenders and closed, in late July/early August of 2020, there was no line item to absorb these costs. While the budget includes many contingencies for hard costs (construction costs), the bank does not allow items to be moved from hard costs to soft costs, such as the fees assessed by EBMUD. So, while there is money in the budget to cover these costs, the bank rules did not allow for AHA to move the necessary monies to cover these costs. Ms. Martinez went on to state that because it is most likely that full payment will come at permanent conversion, early 2023, which is when the tax credit investor pays the most significant amount of funding, tax credit money will be used as a source of repayment. Ms. Ujimori stated that, while EBMUD usually issues their debits and credits at the same time, because of the new meter installation timing and location, they weren't able to do so for this project. This will be considered in the planning of future projects. Ms. Cooper stated that in the project planning phase of future projects AHA will work with utility companies to ensure that costs such as these are captured, and will include a consistency check and line by line comparison to ensure that the final budget is what is submitted to the State.

In response to Commissioner Sidelnikov, Ms. Ujimori confirmed that AHA submitted the first filing, for Welfare tax credits, to the County in March of 2020, and once approved by the County and refunded to AHA, AHA will use the tax credit monies to repay this note.

Commissioner Hadid moved to Authorize the Executive Director, or Her Designee, to Enter into A Promissory Note with Island City Development for an Amount Not to Exceed \$1,223,000 on Behalf of Rosefield Village 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            4            Vice-Chair Grob, Commissioner Hadid,  
Commissioner Rickard, and Commissioner Sidelnikov

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

None.

5. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

None.

6. ADJOURNMENT

Vice Chair Grob adjourned the meeting at 6:35 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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Kenji Tamaoki, Chair  
Board of Commissioners





**DRAFT MINUTES  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
WEDNESDAY, AUGUST 18, 2021**

PLEDGE OF ALLEGIANCE

1. ROLL CALL

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

Absent: None.

2. Public Comment (Non-Agenda)

NONE

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

Chair Tamaoki called the meeting to order at 6:00 p.m. and announced that the  
Board would adjourn to Closed Session

4. Adjournment of Closed Session:  
Closed Session Adjourned at 7:00 p.m.

5. RECONVENE REGULAR MEETING –  
Regular Meeting reconvened at 7:10 p.m.

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





Chair Tamaoki announced that during Closed Session the Board provided director to staff on item 3-A.

7. Public Comment (Non-Agenda)  
None.

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 Understanding (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

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

In response to Commissioner Kay, Janet Basta, Director of Human Resources and Operations stated that after conducting a number of interviews with candidates for the Deputy Executive





Director position, it was decided that AHA would like to be able to hire for this position at a Director of Administrative Services level. Vanessa Cooper, Executive Director stated that the Director of Administrative Services would supervise areas such as Procurement, Information Technology, Reasonable Accommodations, etc.

Chair Tamaoki expressed congratulatory gratitude for the Community Relation Manager’s successful outreach projects such as Facebook followings and the Girls, Inc. summer camps. Recognizing the work performed to obtain high scores on SEMAP, Chair Tamaoki applauded the Housing Programs Department on the funding utilization rate.

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

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

Tonya Schuler-Cummins, Senior Management Analyst informed the Board that pursuant to PIH Notice 2021-14, AHA is recommending adoption of the Resolution that will allow AHA to carry forward the most recent Section 8 Management Assessment Program (SEMAP) score on file, which is the 2019 score of 100%.

Commissioner Hadid moved to 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 and Vice-Chair Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes                    6                    Chair Tamaoki, Vice-Chair Grob,  
    Commissioner Hadid, Commissioner Kay  
    Commissioner Rickard, and Commissioner Sidelnikov

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

Ms. Basta explained that each August staff comes before the Board with a request to grant a COLA increase to AHA Staff, as well as review health and dental insurance contributions for the upcoming year. As in previous years, AHA referred to the Bay Area Consumer Price Index (CPI) when determining the recommended COLA. Primarily due to increases in food and gas, during the period of June 2020 through June 2021, the CPI increased to 3.2%, the prior year the CPI increased 1.6%. A 3% increase, which would cost approximately \$208k, was included in the



budget for the current fiscal year. An increase of 3.2% would cost \$222K and the additional amount of the increase would be covered by cost savings in unfilled positions. If granted, the COLA, and respective pay schedule, would become effective August 29, 2021. In terms of health care benefits, in keeping with tradition, staff is requesting approval of an employer contribution equivalent to the level of coverage for employee plus 2 or more dependents of the HMO program available through Kaiser. While staff projected a budget that included a 10% increase in health care costs, Kaiser’s rates only increased by 5.34%, so staff is also requesting approval of an up to 7% increase in dental insurance premiums, which employees can use towards dental and/or vision. While a 5% increase was budgeted for, the additional costs would be absorbed by the savings in health care.

Commissioner Hadid moved to adopt the Resolution to Revise the Employer’s Contributions for Eligible Employees’ Health and Dental/Vision Care, to Provide a 3.2% Cost of Living Wage Increase for All Eligible Regular and Contract Resident Employees, and to Adopt the Corresponding Pay Schedule and Salary Schedule 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            6            Chair Tamaoki, Vice-Chair Grob,  
Commissioner Hadid, Commissioner Kay  
Commissioner Rickard, and Commissioner Sidelnikov

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.

Ms. Schuler-Cummins stated that HUD has been mandated to add agencies to its MTW program. HUD had originally issued notices for two cohorts, but has since withdrawn the notice for Cohort #3, which was entitled work requirements. As a result of this withdrawal, Cohort #4 has been renamed to the Landlord Incentives Cohort. As AHA has completed all the required public meetings and hearings, staff is requesting Board approval of the Resolution required to move forward with the submittal of AHA’s application to this Cohort. HUD will randomize the applications in to one of three categories: (1) Accepted, (2) Rejected, or (3) Accepted into the study as a traditional housing authority for HUD to baseline the MTW agencies against.

In response to Chair Tamaoki, Ms. Schuler-Cummins stated HUD does not base their ACC funding on whether a housing authority is or is not part of the MTW program; however, being part of the program does allow a housing to expand the ways in which the PHA can allocate its funding.

Commissioner Rickard moved to adopt the 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 and Vice-Chair Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes            6            Chair Tamaoki, Vice-Chair Grob,  
Commissioner Hadid, Commissioner Kay  
Commissioner Rickard, and Commissioner Sidelnikov



9.D. Accept Report on Cost Drivers of Affordable Housing

Augustina Ullman, Summer Intern, provided a presentation on the Cost Drivers of Affordable Housing, which highlighted the three main drivers to the high cost of development: (1) Construction, (2) Entitlement, and (3) Financing.

In response to Commissioner Rickard, Ms. Ullman and Sylvia Martinez, Director of Housing Development stated that one reason modular developments are not easily adopted by AHA is because the process for modular construction requires high capital costs. Another factor is that because there are permitting processes that surround modular developments, the development of such can become very challenging in a small city, like Alameda, where there just are not enough governmental staff to formulate process and procedures, when working within the affordable housing time constraints.

Chair Tamaoki requested that staff continue to research and investigate the components surrounding modular housing, as there are certain mandatory aspects of modular housing that may be very applicable to the North Housing project.

The Board commended Ms. Ullman for the work done to present a very cohesive summary of the high level issues surrounding these developments.

Vice-Chair Grob moved to accept Report on Cost Drivers of Affordable Housing and Commissioner Hadid 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

9.E. Provide Feedback on the 2021-2023 Communications and Outreach Plan

Joshua Altieri, Community Relations Manager presented an overview of the 2021-2023 Communications and Outreach Plan

Commissioner Sidelnikov stated that he would like the Community Relations Manager to include in his focus creating relationships with local leaders (i.e., religious leaders, community organizations, such as Girls Inc., etc.) in an effort to make them aware of the many ways that AHA is involved in the community. As very often members of the community reach out to the City of Alameda staff to obtain information about the services provided by AHA, Commissioner Sidelnikov requested that staff ensure that the City of Alameda staff is provided with AHA contact information.

Vice-Chair Grob expressed gratitude for staff taking the initiative to inform the community that AHA is not only focused on reserving affordability in Alameda, but is performing core work, such as creating partnerships with the Food Bank and Golf Course, to contribute to and function as part of the community.

In response to Commissioner Kay, Mr. Altieri stated that in an effort to meeting the Diversity and Inclusion goals of the AHA, the informational flyer for the Section 8 Waitlist opening will be translated in four languages besides English and translating services will be available on the



phone line. AHA’s new website will include the ability to translate information on the website.

Ms. Cooper informed the Board that, in this same effort, AHA is working towards diversifying and expanding its vendor base. As with our bilingual tenants and community meetings, bilingual staff will be called upon to not only provided translations service, but also help establish relationships and build rapport with the new vendors.

Commissioner Hadid commended Mr. Altieri for an outstanding presentation and suggested that staff utilize surveys to collect community and partner feedback for the evaluation of outreach work being performed by AHA.

Ms. Cooper requested that the Board follow the newly established AHA Facebook and LinkedIn pages, if they are willing.

9.F. Elect a Chair and Vice Chair of the Board of Commissioners

Ms. Cooper introduced a new employee, Irma Calixto, Management Analyst in Human Resources and Operations.

Ms. Cooper informed the Board that as a result of the June 2021 solicitation for nominations, staff received recommendations for the following Board positions, for FY 2021-2022:

- Chair: Carly Grob
- Vice-Chair: Kenji Tamaoki

Board Members and Ms. Cooper expressed their gratitude for Chair Tamaoki’s leadership, dedication, and his serving as an outstanding Board Chair.

Chair Tamaoki moved to accept the vote and Commissioner Sidelnikov 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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10. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

None.

11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Commissioner Sidelnikov expressed gratitude for, and informed the Board and staff, of the work performed by City Attorney’s office, as noted in the City of Alameda newsletter, that assisted the Alameda Prosecutor’s Office, in successfully prosecuting a discriminatory landlord who was advertising no Section 8 tenancies. Commissioner Sidelnikov reminded the Board and staff to please notify the City Attorney’s Office of any such discriminatory behavior they may be aware of.



In response to Chair Tamaoki, Ms. Cooper confirmed that the Alameda Affordable Housing Corporation Meeting would immediately follow the Board Meeting.

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

Non-applicable.

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

Non-applicable.

14. ADJOURNMENT

Chair Tamaoki adjourned the meeting at 8:09 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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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: Janet Basta, Director of Human Resources and Operations  
Date: September 15, 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.

<b><u>Department</u></b>	<b><u>Position</u></b>	<b><u>Number of Vacant Positions</u></b>	<b><u>Recruitment Status</u></b>	<b><u>Other Updates</u></b>
Administration	Deputy Executive Director	1 FTE	Recruitment on hold	May repost at Director level
	Risk Manager	1 FTE	Position posted, will likely utilize recruiter	
	Administrative Manager	1 FTE	Recruitment to start in upcoming month	
Finance		0 FTE		Department is fully staffed
Housing Programs	Program Assistant	0 FTE	New hire started late August	
	Housing Programs Supervisor	1 FTE	Position to be posted in early September, will	Open due to turnover



			utilize recruiter	
Property Operations	Assistant Resident 1 FTE Manager: IP		Position posted	
Housing Development	Construction Project Manager	1 FTE	Position posted, utilizing recruiter	
Rent Program	Program Assistant	0 FTE	New hire started late August	
	Rent Program Specialist	1 FTE	Reposted position	Available due to turnover

Summary: Total FTE's approved for FY 2022: 55.00  
Number of vacancies: 7.00  
Number of active recruitments: 5.00

AHA expects to continue with morning office hours for the public through October, and will continue to evaluate the demand for in-person services over the upcoming months. AHA also continues to make updates to its COVID procedures, and is monitoring state and federal regulations, particularly around COVID-related leaves which are due to expire at the end of September. Additionally, many public and private employers are beginning to take action to mandate COVID vaccines for employees, particularly since full FDA approval of the Pfizer vaccine was granted. AHA management/risk management is monitoring actions other public agencies are taking regarding mandating vaccines, and discussing next steps including which, if any, groups of employees and/or vendors may be impacted.

HR staff is beginning the planning process for open enrollment, which, for CalPERS health plans, will start on September 20, 2021. Open enrollment for other benefit plans, including voluntary life, dental and vision, will be held at about the same time, with flexible spending account plans concluding the process before the end of the year.

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 August 24, 2021. January and February numbers are slightly higher than the previous report due to staff not updating the numbers for the following month. For example, the table below reflects numbers as of August 24, 2021 and if additional requests are received between August 24th and August 31st, the numbers will be increased for the October report.



	<b>Number of new submissions in the month</b>	<b>Number received current month and still in process</b>	<b>Number closed out (letter sent)</b>	<b>Running total of new submissions</b>	<b>Running total of RAs closed out</b>
January	21	0	21	21	21
February	13	0	13	34	34
March	18	0	18	52	52
April	16	0	16	68	68
May	16	0	16	84	84
June	11	0	11	95	95
July	14	0	14	109	109
August	15	12	3	124	112
<b>TOTAL</b>	<b>124</b>		<b>112</b>		

Below is a table of the decisions made on requests received during the month. For example, 21 requests were received during January 2021 and of those 21 requests, 44% were approved.

Month:	%Approved	%Denied	%Closed
January 2021	44%	37%	19%
February 2021	50%	50%	0%
March 2021	50%	28%	22%
April 2021	60%	27%	13%
May 2021	56%	44%	0%
June 2021	55%	36%	9%

The following is a table of reasonable accommodation requests by type of accommodation. The "other" category includes any request that does not fall into the listed categories, so these requests could include extensions of time for completing a recertification, reinstating a voucher, and allowing an assistance animal, among other requests.

Categories:	2021 YTD:
Extra Bedroom	21
Live-In Aides	21
Parking	12
Unit Modifications/Requests	29
Voucher extension	4
Other - Misc.	37

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 July fell primarily into two (2) categories: software issues and Cyber Security. AHA continues to maintain a high-ticket count compared to similar time periods. This is due to continuing to troubleshoot and train on the new VoIP software and the increase in staff reporting phishing e-mails related to Cyber Security. Staff purchased a Phishing training and testing software system. This system will be launched by the end of September and will send staff e-mails testing alertness for phishing attempts. Staff will also receive training throughout the year on e-mail and computer security and safety. The investigation into the successful phishing attempt has been completed by the AHA's insurance provider and various other contractors. All legal notifications have been provided and affecting individuals have received support services such as credit monitoring.

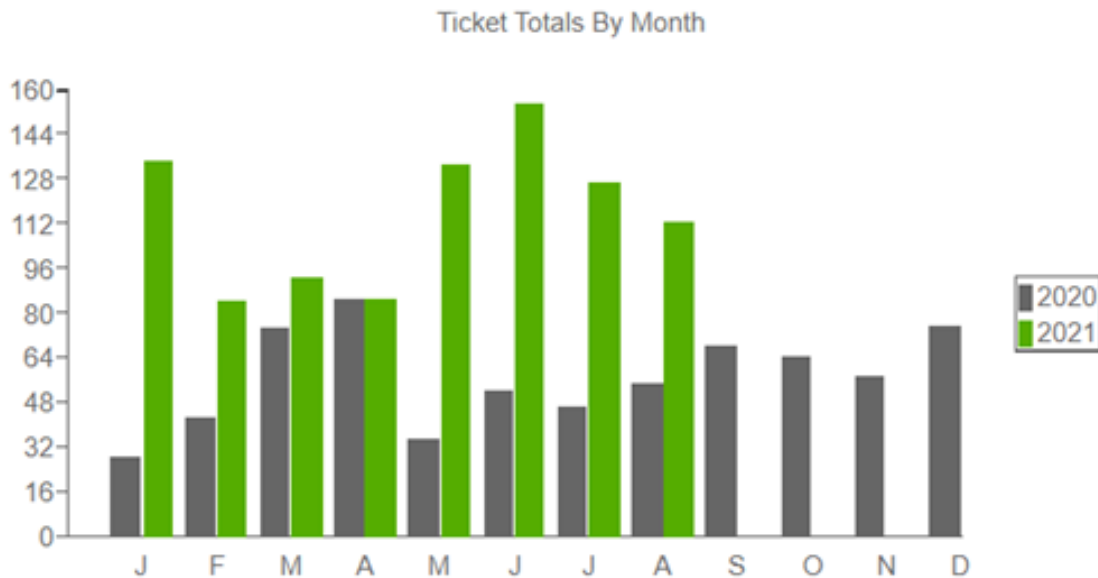
Techordia’s ticketing system has a limitation on tracking response time when duplicate tickets are created and tied to the original ticket. If an AHA employee sends an e-mail without the ticket number in the email header, the automated ticketing system creates a new ticket. Techordia staff then manually 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 July tickets was only about 0.36 hours.

Table: Techordia Service Ticket Requests – July 2021

Type of Service Request	Number of Tickets
Access rights	3
Hardware	16
Software	54
On Boarding / Off Boarding	17
On Site Visits	2
Cyber Security	29
<b>TOTAL:</b>	<b>121</b>

As of August 25, 2021, there were 922 tickets in 2021, and, at that time, there were 49 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.

Due to a transition in the leadership of the local Veterans Affairs clinic in Oakland, the AHA was unable to obtain a letter of support from the Department of Veterans Affairs to apply for more VASH vouchers under PIH Notice 2021-21. The AHA will continue to research opportunities for increasing its programs, including VASH.

The AHA has engaged a consultant to update its ADA Transition Plan. Since most of the complexes owned and operated by the AHA were built prior to 1991, the complexes do not fully meet the current standards for housing for persons with disabilities. The law allows older properties to remain out of compliance until a major rehabilitation of the property occurs. In order to understand how the housing built before 1991 affects the access of the property for those with disabilities, the AHA is required to have a Transition Plan. This plan identifies all barriers and may suggest ways to mitigate the barriers, if possible. The consultant will prepare a prioritized list of all items that are out of compliance and suggestions to meet the regulations or mitigate the effects on persons with disabilities. This listing will include any physical barriers on properties, but will also include any programmatic barriers. The AHA does not have to fix all barriers at once, but will work with the consultant to evaluate the importance of any suggested items, the cost of the suggestions, and the available staffing to implement the changes in the preparation of the report. The updated ADA Transition Plan should be ready for review by the Board of Commissioners in early 2022.

## Community Relations

In the month of August, the social media activity resulted in AHA's Facebook followers increasing from 41 followers (at the end of July) to 65 followers by the end of August. AHA will ramp up social media activity to promote the housing wait list that opens on September 10, 2021.

To provide increased programming for AHA families, AHA is exploring a pilot program with the City of Alameda Parks & Recreation department for a mobile recreation unit that could visit AHA properties to provide activities and services to AHA youth. The program is targeted at kids who may not be able to obtain transportation to any other existing afterschool programs.

As for content development activities, AHA spent several days filming with the awarded vendor (Triarch Creative) for three videos (AHA overview video, FSS Program Recruitment video, Alameda Boys & Girls Club Partnership video). All three videos will be ready to be viewed by the September BOC meeting.

The Ombudsman Program received 10 contacts in the month of August, with 2 of those contacts coming from the general public seeking information related to non-AHA related items. 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	August	YTD
Total Ombudsman Contacts	25	27	11	10	<b>73</b>
Contacts related from general public (Non AHA landlord/tenant matter)	1	3	2	2	8
Contacts related from general public (Seeking housing)	20	18	3	0	41
Contacts related to AHA tenant (Lease violation)	0	2	1	1	4
Contacts related to AHA tenant (Neighbor dispute)	2	2	3	1	8
Contacts related to AHA tenant (Reasonable Accommodation)	0	1	1	0	2
Contacts related to AHA tenant (Property condition)	0	1	1	2	4
Contact related to AHA tenant (Rental payment)	2	0	0	4	4

## **FISCAL IMPACT**

Report only, no financial impact.

## **CEQA**

Not Applicable to this item.

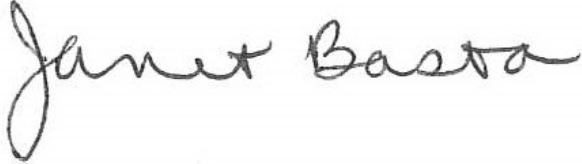
## **RECOMMENDATION**

Accept the Monthly Overview Report for the Executive Department

**ATTACHMENTS**

None

Respectfully submitted,

A handwritten signature in black ink that reads "Janet Basta". The signature is written in a cursive style with a large, looped initial "J".

Janet Basta, Director of Human Resources and Operations



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: September 15, 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 updated review of the Two-Year Tool (TYT) revealed a projected year end amount of \$1.1 M in HAP reserves with a utilization rate of 97.9% of funding. AHA must have utilized at least 98% of its HAP funds to receive full points for SEMAP. AHA staff are diligently working to utilize funds through increased leasing efforts, by meeting monthly to review and project Housing Assistance Payments (HAP) spending. AHA will utilize the Housing and Urban Development (HUD) SEMAP waiver to use our previous SEMAP score.

### Emergency Housing Voucher (EHV) Update

AHA was awarded and accepted 57 EHV vouchers 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. After making the appropriate changes to our Administrative Plan, staff began interviewing applicants on site at the Radisson Hotel where many of our referrals are currently housed. As of August 30, 2021, staff have issued 12 of the 57 vouchers, AHA was awarded, and are on pace to issue all 57 by October 30, 2021. See separate memo on this topic.

### Waitlist Opening Update

Staff completed the purge of the Housing Choice Voucher (HCV) waitlist purge and



leased up the final names on the 2015 HCV waitlist. Staff successfully issued 47 vouchers to applicants determined eligible. Staff also purged the 187 applicants remaining on the Project Based Voucher (PBV) Senior waitlist. 65 senior applicants responded and those names were selected and forwarded to Portfolio Management for processing of current and future vacancies. In addition, staff continued to meet weekly with Yardi to complete the final testing on the Applicant Portal to prepare for the opening of the HCV waitlist on September 10 through September 20, 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 month of August 2021, staff completed 108 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 month of August 2021, staff completed 22 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 month of August 2021, no further waivers were implemented. AHA staff are monitoring those waivers that are set to expire to ensure AHA remains in compliance with those waivers implemented during this period. 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 1 - Updated Implemented Waivers from 2020-33
2. 8-C Attachment 2 -HPD Performance

Respectfully submitted,  
Lynette Jordan  
Director of Housing Programs  
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**

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

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

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date 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"> <li>• Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no lifethreatening deficiencies</li> <li>• Allows for delayed full HQS inspection NLT 1-year anniversary of date of owner's certification</li> </ul>	5/21/2020	6/30/21  1-year anniversary of date of owner's certification	Minimal impact on existing participants as these are new units to a contract
11b-2: SEMAP Certification Timing	Regulatory Authority § 985.101(a)	<ul style="list-style-type: none"> <li>• Waives the requirement for PHAs to submit an annual SEMAP certification in PIC within 60 days of FYE during the period of time that HUD will roll forward prior year SEMAP scores</li> </ul>	11/30/2020	6/30/21	Minimal impact on participants as this is a HUD-required administrative function.
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"> <li>• 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</li> </ul>	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"> <li>Establishes an alternative requirement that policies may be adopted without board approval until 3/31/21</li> <li>Any provisions adopted informally must be adopted formally by 6/30/21</li> </ul>	5//19/2021	3/31/21 <ul style="list-style-type: none"> <li>6/30/21</li> </ul>	
MR-5: PHA Inspection Requirement: Annual Inspections	Regulatory Authority § 882.516(b)	<ul style="list-style-type: none"> <li>Waives the annual inspection requirement and allows PHAs to delay annual inspections for Mod Rehab units</li> <li>All delayed annual inspections must be completed as soon as reasonably possible but no later than one year after the date the annual inspection would have been required absent the waiver</li> </ul>	8/26/2020	6/30/21	HQS inspections will be delayed but missed inspections must be conducted within 1 year of due date.

Attachment 1 - Housing Programs Department Performance Report  
Month of August

Item	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<b>HAP spent for month</b>	<b>\$2,781,531</b>	<b>\$ 2,794,623</b>	<b>\$2,729,695</b>	<b>\$ 2,769,852</b>	<b>\$2,730,744</b>	<b>\$2,790,672</b>	<b>\$2,808,032</b>	<b>\$2,817,807</b>					<b>\$ 22,222,956</b>
Vouchers under lease at start of month	1513	1515	1508	1507	1489	1514	1522	1507					n/a
Vouchers issued during the month	0	2	13	10	13	7	2	0					47
New units leased in private market	4	10	11	5	10	6	7	2					55
New units leased in affordable market	0	1	1	0	0	1	0	0					3
Seeking vouchers	23	25	28	26	21	42	60	74					299
Port outs leased	0	0	3	6	0	0	0	1					10
Port ins leased	2	1	3	4	11	6	3	0					30
Annuals completed	132	125	114	188	145	135	139	108					1086
Interims completed	48	29	79	68	58	50	57	41					430
Rent Increases completed	20	10	35	22	16	16	18	22					159
Inspections conducted	0	9	0	83	91	150	166	159					658
Inspections passed first time	0	9	0	24	33	55	21	81					223
Hearings requested	4	2	3	3	5	2	4	0					23
Hearings held	1	0	1	1	0	1	0	2					6
End of Participation *	1	0	1	2	0	0	3	1					8

\* 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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Shekhar Dubbani, Management Analyst

Date: September 15, 2021

Re: Accept the Monthly Overview Report on Emergency Housing Vouchers (EHV)

---

**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**

- AHA has been awarded with 57 vouchers in total. The staff has completed and/or are working





on a total of 33 vouchers.

- AHA has completed 7 applications that are pending review by the County. Once AHA receives approval for these 7 applications, AHA plans to conduct a briefing and issue vouchers to these applicants in September.
- The staff is scheduled to visit the hotel property where our applicants currently reside, on September 8, 2021 to complete 13 more applications.
- AHA has not received any applications under the Domestic Violence (DV) or Transition Aged Youth (TAY) categories yet. There are 6 vouchers set aside for DV and 5 for TAY.

<b>Category</b>	<b>Total</b>	<b>Notes</b>
Vouchers Issued	12	Includes 1 from trailer sites
Completed Applications with the County	7	Includes 2 from trailer sites
Pending Briefing	1	Missed the first briefing
Applications Scheduled for Completion	13	Scheduled for 09/08/2021
DV/TAY (Total Allocated = 11)	0	Waiting for updates
<b>Total</b>	<b>33</b>	
<b>Vouchers Awarded</b>	<b>57</b>	
<b>Vouchers Pending</b>	<b>24</b>	

**FISCAL IMPACT**

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

**CEQA**

Not applicable.

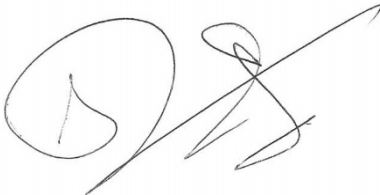
**RECOMMENDATION**

Not applicable.

**ATTACHMENTS**

None

Respectfully submitted,



Shekhar Dubbani, Management Analyst



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Relations Manager

Date: September 15, 2021

Re: Accept a report on the Waitlist Opening

---

## **BACKGROUND**

Detailed Overview of the 2021 Housing Wait List Opening

## **DISCUSSION**

The Housing Authority of the City of Alameda (AHA) will open wait lists for both the Housing Choice Voucher (HCV) program and Project-Based Voucher (PBV) program. The PBV wait lists are for physical units located in the City of Alameda only. AHA encourages all to apply for the housing wait lists but the household must meet some eligibility criteria. Including, one eligibility criteria that is based on the total annual gross income and family size. The family's income may not exceed 50% of the median income which is determined by family size.

The housing wait list application will open starting Friday, September 10th, 2021 at 8:30am and will remain open thru Monday September 20th, 2021 at 12:00pm. Wait list applicants will need a valid email address in order to apply. Only one application per household will be accepted. Applications that are incomplete or are duplicate applications will be rejected. After applicants have successfully completed the application online, applicants will receive a confirmation email with instructions for checking application status online. The housing wait list application can be found at <https://recertification.alamedahsg.org>

The wait list application webpage is accessible from any computer or mobile device that has internet access. For more information and a list of application centers that can provide free access to computers and internet, please visit this webpage <http://www.alamedahsg.org/cms/One.aspx?portalId=3723405&pageId=17925285>.

Starting September 10<sup>th</sup> a multi-lingual (Spanish, Chinese, Tagalog, Vietnamese) information phone line is available to provide information about the application process.



The toll-free number is (888) 506-1220.

Reasonable accommodations for persons with disabilities will be provided but must be requested in advance by e-mailing [RA@alamedahsg.org](mailto:RA@alamedahsg.org) or sending a written request to P.O. Box 3199, 1415 Webster St, Alameda, CA 94501. Reasonable Accommodations requests must be received by 5:00pm on September 17, 2021. Applicants can also make a verbal request for reasonable accommodation by contacting (510) 747-4300.

Please remember the Wait List application can only be completed online. If you need technical assistance/help to complete the online application, please email [it@alamedahsg.org](mailto:it@alamedahsg.org).

There is no need to visit the Housing Authority of the City of Alameda offices regarding the housing wait list since the application is online only.

**FISCAL IMPACT**

Financial Impact

**CEQA**

n/a

**RECOMMENDATION**

Accept a report on the Waitlist Opening

**ATTACHMENTS**

None

Respectfully submitted,  
Joshua Altieri  
Joshua Altieri, Community Relations Manager



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Gregory Kats, Director of Rent Stabilization Programs

Date: September 15, 2021

Re: Accept the Monthly Overview Report for the Alameda Rent Program

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## **BACKGROUND**

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

## **DISCUSSION**

The Alameda Rent Program will postpone the resumption of in-person Informational Workshops until October 2021. Once they resume, the in-person Informational Workshops will be offered twice a month, with one day and one evening session provided monthly. Staff is 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. Fee payment reminders were mailed out to owners with outstanding fees on September 1, 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 was August 9, 2021. Staff from the Alameda Rent Program and the City of Alameda is currently in the process of interviewing Hearing Officer candidates.

**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.

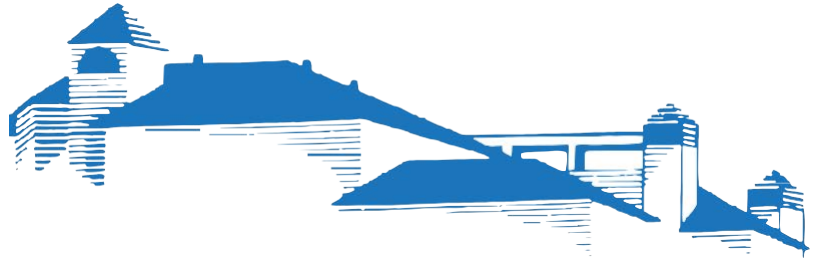
**ATTACHMENTS**

1. 2021.08 - MONTHLY REPORT

Respectfully submitted,



Gregory Kats, Director of Rent Stabilization Programs



# ALAMEDA RENT PROGRAM

## AUGUST 2021 REPORT

FY 2021 -2022

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Capital Improvement Plans**

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[www.alamedarentprogram.org](http://www.alamedarentprogram.org)

Email: [rentprogram@alamedahsg.org](mailto:rentprogram@alamedahsg.org) • Phone: 510-747-4346 • Fax: 510-764-7555

# Outreach

Staff serves individuals in the community via telephone, email, and in-person appointments. Informational workshops are currently offered online.

## Contacts

	PERSONALIZED SERVICE		INFORMATIONAL WORKSHOPS	WEBSITE	
	INDIVIDUALS CONTACTED	TOTAL INQUIRIES	ATTENDEES	USERS	TOTAL SESSIONS
JUL 2021	340	640	4	1,953	2,622
<b>AUG 2021</b>	<b>279</b>	<b>497</b>	<b>2</b>	<b>1,817</b>	<b>2,493</b>
SEPT 2021					
OCT 2021					
NOV 2021					
DEC 2021					
JAN 2022					
FEB 2022					
MAR 2022					
APR 2022					
MAY 2022					
JUN 2022					
<b>TOTAL</b>	<b>619</b>	<b>1,137</b>	<b>6</b>	<b>3,770</b>	<b>5,115</b>

## Activities

<p>Resumption of in-person workshops has been postponed. Currently they are scheduled to resume in October 2021. Visit <a href="http://www.alamedarentprogram.org">www.alamedarentprogram.org</a> or contact the Rent Program for more information.</p>	<p>Housing Authority offices are now open to the public from 8:30-11:30 a.m.; contact the Rent Program to schedule an appointment with staff.</p>
<p>Program staff continues to process Rent Registry submissions, including late registration, fee exemption requests, and reports of new ownership.</p>	

## Rent Increase Submissions & Petitions

Multi-family units built prior to February 1, 1995, are subject to a cap on the annual amount of a rent increase, known as the Annual General Adjustment (AGA). Landlords may petition for an upward adjustment in the rent, and tenants may petition for a downward adjustment. Petitions are heard by hearing officers who issue binding decisions.

In addition, tenants and landlords may request that program staff conduct a review of a) the calculation of the maximum allowable rent allowed by the AGA, b) the base rent and/or housing services included with the base rent that the landlord reported when registering the rental unit, or c) previous or pending rent increase notices to determine if they complied with all rent ordinances and regulations. Staff will work with the landlord to correct any registration errors. If the review shows the tenant has been paying more than the maximum allowed by the AGA, staff will direct the landlord to reset the rent and refund the overpayment. If the tenant received an invalid notice that is not yet effective, staff will direct the landlord to rescind the notice. Annually, the Rent Program sends letters to the landlord and tenant informing them of the maximum allowable rent and providing a deadline by which to file a request for review.

When a landlord issues a rent increase of more than 10 percent (typically for those units not subject to the AGA), the notice must be filed with the Rent Program. If the tenant chooses to vacate within 90 days, the tenant is entitled to a relocation payment.

*(Note: Landlords currently are not permitted to increase the rent for units subject to the AGA due to an urgency ordinance passed by the City Council in response to the COVID-19 pandemic.)*

SUBMISSIONS BY TYPE						
MONTH	LANDLORD INITIATED			TENANT INITIATED		TOTAL
	PETITION FOR UPWARD ADJUSTMENT	REQUEST FOR STAFF REVIEW	RENT INCREASE > 10%	PETITION FOR DOWNWARD ADJUSTMENT	REQUEST FOR STAFF REVIEW	
JUL 2021	0	0	0	2	1	3
<b>AUG 2021</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>2</b>
SEP 2021						
OCT 2021						
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>5</b>



**PETITION OUTCOMES**

MONTH	UPWARD RENT ADJUSTMENT	DOWNWARD RENT ADJUSTMENT	PETITION DENIED	PETITION WITHDRAWN	PENDING	TOTAL
JUL 2021	0	0	0	1	1	2
<b>AUG 2021</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
SEP 2021						
OCT 2021						
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>

**STAFF REVIEW OUTCOMES**

MONTH	NO VIOLATION	REGISTRY ERROR CORRECTED	RENT RESET & TENANT REFUNDED	INVALID NOTICE RESCINDED	REQUEST WITHDRAWN	PENDING	TOTAL
JUL 2021	0	0	0	1	0	0	1
<b>AUG 2021</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
SEP 2021							
OCT 2021							
NOV 2021							
DEC 2021							
JAN 2022							
FEB 2022							
MAR 2022							
APR 2022							
MAY 2022							
JUN 2022							
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>

## Termination of Tenancy Submissions

Rent Ordinance 3250 prevents landlords from terminating a tenancy except for certain allowable grounds and requires a relocation payment in cases where the termination is not the fault of the tenant. Terminations based on these “no fault” grounds must be filed with the Rent Program. There are no filing requirements for terminations based on “for cause” grounds.

	ACTIVE			WITHDRAWN		TOTAL
	OWNER MOVE-IN*	WITHDRAWAL FROM RENTAL MARKET	OTHER	FOR DEFICIENCY IN THE NOTICE	LANDLORD CHOSE TO RESCIND	
JUL 2021	0	1	0	2	0	3
<b>AUG 2021</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>5</b>
SEP 2021						
OCT 2021						
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
<b>TOTAL</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>8</b>

\*The City Council adopted an urgency ordinance on April 21, 2020, that prohibits landlords from taking action to terminate a tenancy based on Owner Move-In until 30 days after the end of the Declaration of Local Emergency for the COVID-19 pandemic.

RELOCATION PAYMENT SUMMARY FOR ACTIVE CASES			
<u>AVERAGE AMOUNT</u>	<u>TIME IN THE UNIT</u>		
	0 to 5 years	5+ to 10 years	10+ years
\$7,697	1	0	0

## Buyout Agreement Submissions

A buyout agreement is a written agreement between a landlord and a tenant, by which a tenant agrees to vacate, usually in return for money. Rent Ordinance 3250 affords protection to tenants who are offered buyout agreements. Buyout agreements must be filed with the Rent Program. Staff review submissions to ensure that tenants have been advised of their rights. An agreement that does not satisfy all requirements of the Rent Ordinance is not effective, and the tenant may rescind the deficient agreement at any time.

	ACTIVE	DEFICIENT	TENANT CHOSE TO RESCIND	TOTAL
JUL 2021	3	0	0	3
<b>AUG 2021</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>
SEP 2021				
OCT 2021				
NOV 2021				
DEC 2021				
JAN 2022				
FEB 2022				
MAR 2022				
APR 2022				
MAY 2022				
JUN 2022				
<b>TOTAL</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>5</b>

BUYOUT AGREEMENT SUMMARY FOR ACTIVE CASES			
<u>AVERAGE AMOUNT</u>	<u>TIME IN THE UNIT</u>		
	0 to 5 years	5+ to 10 years	10+ years
\$13.826	0	1	1

## Monitoring of Unit Restrictions

Certain restrictions are imposed on rental units after a tenancy is terminated based on grounds for which the tenant is not at fault. These restrictions apply regardless of a change in ownership. On an annual basis, program staff initiates monitoring of the unit to verify compliance with the restrictions while they remain in effect. These annual monitoring cases remain “ongoing” until staff receives sufficient documentation from the property owner.

	CASES INITIATED		ONGOING CASES		TOTAL UNITS MONITORED
	OWNER MOVE-IN	WITHDRAWAL FROM RENTAL MARKET	OWNER MOVE-IN	WITHDRAWAL FROM RENTAL MARKET	
JUL 2021	0	2	2	2	6
<b>AUG 2021</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>1</b>	<b>7</b>
SEP 2021					
OCT 2021					
NOV 2021					
DEC 2021					
JAN 2022					
FEB 2022					
MAR 2022					
APR 2022					
MAY 2022					
JUN 2022					

## Capital Improvement Plans

To encourage landlords to improve the quality of the City’s rental housing stock, Resolution 15138 allows landlords to recover from tenants the cost of certain substantial improvements, amortized over time. In addition, landlords are required to file a Capital Improvement Plan whenever a tenant must be temporarily relocated or a tenancy terminated because of the work associated with capital improvements; however, landlords are currently prohibited from doing so by an urgency ordinance passed by the City Council in response to the COVID-19 pandemic.

No new applications for a Capital Improvement Plan were submitted in August 2021. One application remains under review.

## Rent Registry

Open registration using the online Rent Registry has concluded. To date, 83% of properties have completed registration, representing 89% of rental units in Alameda. Staff continues to work with landlords to update information in the registry and process submissions.

RENT REGISTRY SUBMISSIONS PROCESSED						
MONTH	LATE REGISTRATION	UPDATED UNIT INFORMATION SHOWING AN INVALID RENT INCREASE	REQUEST TO EXEMPT UNIT FROM ANNUAL FEE	DOCUMENTATION SHOWING PROPERTY IS EXEMPT FROM REGULATION	CHANGE IN OWNERSHIP	TOTAL
JUL 2021	98	28	36	11	13	186
<b>AUG 2021</b>	<b>8</b>	<b>2</b>	<b>21</b>	<b>5</b>	<b>20</b>	<b>56</b>
SEP 2021						
OCT 2021						
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
<b>TOTAL</b>	<b>106</b>	<b>30</b>	<b>57</b>	<b>16</b>	<b>33</b>	<b>242</b>

## Other Appeals

A landlord or tenant may appeal a determination by the Rent Program Administrator concerning other matters under the Rent Ordinance, such as whether the ordinance applies to a particular dwelling unit or whether a tenant who has been displaced is entitled to relocation payments. Appeals are heard by hearing officers who issue binding decisions, subject to judicial review.

No appeals were submitted in August 2021.



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Stephanie Shipe, Director of Portfolio Management

Date: September 15, 2021

Re: Accept the Monthly Overview Report for Property Operations

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## **BACKGROUND**

This memo provides a high-level overview of the Property Operations Department's activities for the month of August 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 August, AHA managed Independence Plaza and Anne B Diamant. The remainder of the properties are third party managed by JSCo with staff paying close attention to rent reports, ledger updates, and vacancy applicant information.

## **VACANCY**

The attached table (Attachment 1) reflects fifteen (15) 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 August. Progress is taking place in filling the vacancies. Of the fifteen (15) vacant units, twelve (12) are turned and ready for occupancy. Of the fifteen (15) 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 Eagle Village is 188.1% and Parrot Village/Gardens is 135.6% due to subsidies from July hit in August due to a mid-month transfer to AAHC that resulted in delays. Scattered Sites collection rate is 108.8%, which is higher than billed due to collecting on past due balances from residents. The collection rate for China Clipper is 98.3% due to one pending eviction and Everett Commons is 98.3%, which 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 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 are currently prohibited by state 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 August 31, 2021. Rents for subsidized properties will move to the payment standard on September 1, 2021.

## Social Services

In July, LifeSTEPS began in-person meetings with residents, which has been well received by the residents. Beginning in August, LifeSTEPS started in-person classes and events which range from coffee socials, bingo and educational classes. These events are conducted outdoors when available and always maintain current COVID safety protocols. LifeSTEPS has been able to provide aid to tenants and households and link them to financial service agencies, as needed.

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 approximately 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 with ongoing financial savings by carrying out this work in-house. 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 going to enter, there is a questionnaire and protocols that must be adhered to if work is to be completed in the occupied units.

Preventative maintenance on units at Independence Plaza was completed in August 2021 to prepare for HQS Inspections in September 2021. HQS has been completed at AHA's other properties with relative success and is expected to be wrapped up in September.

The attached table (Attachment 1) shows the work orders completed for August 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 the 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



**ATTACHMENT 1**

Month of August 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	\$ 108,842	\$ 21,723	\$ 86,430	\$ 108,153	99.4%
* Independence Plaza	AAHC	AHA	186	Senior	1	\$ 209,366	\$ 128,949	\$ 81,187	\$ 210,136	100.4%
China Clipper	AHHC	JSCO	26	Family	1	\$ 50,617	\$ 15,066	\$ 33,014	\$ 48,080	95.0%
Eagle Village	AAHC	JSCO	36	Family	1	\$ 94,274	\$ 18,203	\$ 159,102	\$ 177,305	188.1%
Esperanza	AAHC	JSCO	120	Family	1	\$ 333,753	\$ 59,697	\$ 271,439	\$ 331,136	99.2%
Everett Commons	ICD	JSCO	20	Family	1	\$ 43,934	\$ 8,148	\$ 35,045	\$ 43,193	98.3%
Littlejohn Commons	ICD	JSCO	31	Senior	1	\$ 53,939	\$ 11,005	\$ 43,107	\$ 54,112	100.3%
Parrot Village & Gardens	AAHC/AHA	JSCO	58	Family	1	\$ 154,853	\$ 27,582	\$ 182,404	\$ 209,986	135.6%
Scattered Sites	AHA/AAHC	JSCO	34	Family	0	\$ 69,438	\$ 18,020	\$ 57,552	\$ 75,572	108.8%
<b>TOTAL</b>			576		8	\$ 1,119,016	\$ 308,393	\$ 949,280	\$ 1,257,673	112.4%

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%	2	1	38	
* Independence Plaza	AAHC	3	1.6%	0	1.6%	3	1	207	1
China Clipper	AHHC	1	4.0%	0	4.0%	1	1	14	1
Eagle Village	AAHC	2	5.7%	0	5.7%	1	2	28	
Esperanza	AAHC	4	3.4%	0	3.4%	3	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	4	
Parrot Village & Gardens	AAHC/AHA	2	3.5%	0	3.5%	2	1	11	1
Scattered Sites	AHA/AAHC	1	2.9%	0	2.9%	0	0	3	
<b>TOTAL</b>		15	2.6%	0	2.6%	12	6	358	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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FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners  
From: Sylvia Martinez, Director of Housing Development  
Date: September 15, 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 property at 2615 Eagle Avenue, Alameda, CA. At the AUSD Board meeting on August 10, 2021, AHA's proposal was accepted. Escrow was opened and the Due Diligence period started. The initial deposit was received into escrow and staff is coordinating with AUSD and our consultants to begin work on due diligence items. The Due Diligence Period ends November 15, 2021 (assuming



no extensions) and escrow closes on December 1, 2021.

2. Pulte purchases – In December 2020, the Board of Commissioners authorized staff to purchase 18 Below Market Rate units at 2800 Fifth Street. Staff anticipate that these purchases will begin in September. The Purchase and Sale Agreement and Addenda are being drafted. Staff is working with the City Community Development Department (CDD) on the Affordable Housing Agreement. The City CDD will provide final pricing to Pulte. Property Management will arrange a walk-through of the pending units.

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 \$2,500,000 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.

Staff is engaging with a graduate student from UC Berkeley to help with feasibility studies of using the Faircloth capacity of 120 vouchers under a Faircloth-to-RAD transaction. This work will be completed before the end of the year and may create vouchers that can support either new construction or portfolio developments.

#### **Staffing**

The HD department is currently hiring a Construction Project Manager to assist with the buildout of the maintenance room, construction projects in the portfolio, and preparation of two sites for syndication/major renovation. Please see the AHA website for more information.

#### **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  
FAX (510) 522-7848  
TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: September 15, 2021

Re: Accept the Monthly Development Report for North Housing

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## **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](http://www.northhousing.org).

## **DISCUSSION**

The demolition of the existing buildings is complete. The staff is working with Carmel Partners on the final retention release and close-out of the demolition contract. Installation of new perimeter fencing along Mosley Avenue and a new gate on Lakehurst Circle are complete.

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



Staff is working with the design team, our partners, and the City on the design plans for Block A. North Housing Block A will have up to three buildings/phases. The two buildings along Mosley Avenue will provide ninety-one (91) Permanent Supportive Housing (PSH) units; the first phase will have 45 apartments, and the second phase will have 46 apartments. Furthermore, the building at the corner of Lakehurst Circle and Mabuhay Street will provide 64 units of affordable senior apartments. For cost efficiencies, all of Block A will be designed and entitled simultaneously.

On August 13, 2021, the Housing Authority published a Request for Proposal (RFP) for Project-Based Voucher (PBV) Program. Staff is working on three responses to the RFP for PBV, one for each of the three projects in Block A at North Housing.

**Surplus Land Act**

In order to proceed with the development on the site, the Housing Authority will consider an Option to Ground Lease for the parcels. Although a ground lease does not contemplate a sale, staff has been advised that it may still require meeting the noticing and other requirements of the Surplus Land Act. Staff will begin this process soon, under the guidance of counsel. The Board will be kept advised, and may need to take some formal actions to facilitate this process.

**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 \$1,575,091, and the chart below summarizes expenses through August 31, 2021.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes master planning and demolition)	\$4,133,623
First Phase Pre-Development (Block A, includes 90 units PSH)	\$83,273
Carrying Costs (see details below)	\$446,013
Grand Total	\$4,662,909

<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	\$446,013

**CEQA**

Not Applicable

**RECOMMENDATION**

Accept the Monthly Development Report for North Housing.

**ATTACHMENTS**

None

Respectfully submitted,



Tony Weng, Senior Project Manager



**Housing  
Authority of the City of Alameda**

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners  
From: Allyson Ujimori, Senior Project Manager  
Date: September 15, 2021  
Re: Accept the Monthly Development Report for Rosefield Village

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**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 August 31, 2021, is approximately 46%.

This month's construction activities included trenching for underground utilities, drywall, texturing, and interior finishes in the rehab units, completion of framing, window installation, and siding installation at the new multi-family building. There is one change order for the current month, Change Order #11, which is in the amount of \$78,488.39.

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
<b>Construction Contract</b>	\$38,218,849	\$697,329.91	\$78,488.39	\$38,994,669.30
<b>Hard Costs</b>	\$4,586,262	-\$697,329.91	-\$78,488.39	\$3,810,445.70
<b>Contingency</b>				
<b>Soft Cost</b>	\$300,000	-\$176,319	\$0	\$123,683.00
<b>Contingency</b>				

### General Construction Contract Utilization

Contract Total	Value of Work Completed to Date	Retention Withheld	Amounts Paid to Date	Balance to Finish
\$38,916,179	\$18,121,557	\$1,472,770	\$14,925,586	\$22,345,880

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 August 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

The current construction funds disbursed are shown below. The "\$ Disbursed" includes the current draw amount.

	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
<b>Land &amp; Buildings</b>	\$17,435,451	\$17,435,451	100%	\$0
<b>Hard Costs</b>	\$43,285,111	\$16,852,066	39%	\$26,513,045
<b>Soft Costs</b>	\$15,751,616	\$6,976,016	50%	\$8,775,600
<b>Total</b>	\$76,472,178	\$41,263,533	54%	\$35,288,645

There are two GP advances discussed below, one authorized at the time of construction financing closing (August 2020) and the other authorized in early August 2021.

#### *General Partner Capital Contribution (GP Advance) at Construction Financing Closing*

At the time of the construction loan closing in August 2020, 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 and repay the remaining \$15,000. 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.

*Development Advance (GP Advance) Status for Unanticipated Costs*

On August 2, 2021, the Board approved \$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. As of August 31, 2021, this request is still pending, but staff expect an update soon. Staff currently expect the remainder of the repayment to come at permanent loan conversion, from construction savings and tax credit equity.

Total Funds utilized:	\$1,127,912
Refunds/credits received to date:	\$0
Balance Outstanding:	\$95,087

**CEQA**

Not applicable to this item.

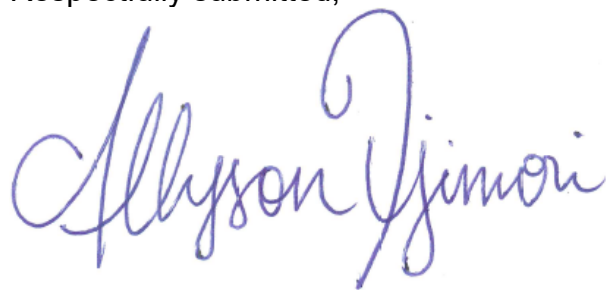
**RECOMMENDATION**

Accept the Monthly Development Report for Rosefield Village.

**ATTACHMENTS**

None

Respectfully submitted,



Allyson Ujimori, Senior Project Manager



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Daniel Mills, Management Analyst

Date: September 15, 2021

Re: Accept the Monthly Overview Report on Procurement

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## **BACKGROUND**

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

## **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 partially implemented CivicClerk for the August Board memo. It was successful and staff look forward to optimizing and expanding its application for future Board memos. Our next step is to become well-versed in composing minutes and assimilating the Board members within CivicClerk. Staff will keep the members informed of our progress and thanks in advance for your patience and assistance if requested.
- An online form was recently 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](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](http://www.alamedahsg.org/working_with_us/business_opportunities).

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

<b>RFP/IFB</b>	<b>Description</b>	<b>Status</b>
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 closed August 23rd, under internal review.
Financial Audit and Tax Services	For AHA and AAHC.	RFP to be issued in September.
Financial Consultants	AHA, AAHC, and ICD	RFP issued, closes on September 24th.
General Contractor	For North Housing.	RFP to be issued in September.
Geotechnical Engineering	For North Housing.	RFP to be issued in September.
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.	RFP is under internal review before being issued in 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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: September 15, 2021

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

---

**BACKGROUND**

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results compared to the FY 2021-22 budget for the month ending July 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, 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 the properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC) (Anne B. Diamant, China Clipper Plaza, Stanford House, Lincoln-Willow Apartments and Independence Plaza, Esperanza, Eagle Village and Parrot Village). 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 the 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.



Jul-21	PTD Actual	PTD Budget	Variance	% Var
TOTAL REVENUE	4,017,914	4,708,629	-690,714	-14.6
LESS: OPERATING EXPENSES	3,443,959	4,432,810	988,851	22.31
NET OPERATING INCOME BEFORE DEPRECIATION	571,456	275,819	295,637	107.19

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.

July 2021 Performance Indicator	Cash	HAP	Months Covered
CASH AND INVESTMENTS/TOTAL HAP	33,331,556	2,666,540	12.50
	Cash	OPEX	Months Covered
CASH AND INVESTMENTS/OPERATING EXPENSE	33,331,556	3,443,959	9.68
	Cash	HAP + OPEX	Months Covered
CASH AND INVESTMENT/HAP AND OPERATING EXPENSE	33,331,556	6,110,499	5.45
	Total Liabilities	Total Assets	Leverage Percentage
PERCENTAGE DEBT TO ASSETS	95,015,117	212,415,260	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 3<sup>rd</sup> 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 transferred ownership from AHA to AAHC in July 2021. AHA staff is working with JSCO to ensure that the bookkeeping is completed in the proper legal and property financial statements. Legacy AHA financial statements and bank accounts are expected to be closed by September 30, 2021.

Operations Budget – Revenue

Jul-21	PTD Actual	PTD Budget	Variance	% Var
TOTAL TENANT REVENUE	1,052,809	1,168,619	(115,810)	-9.91

Year-to-date - Rental income (Total Tenant Revenue) of \$1,052,809 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 lower than budget by \$115,810 (9.91%) due mostly to pending billing of 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 prorated basis on the financial statements. Furthermore, due to the transfer of Parrot Village and Eagle Village from AHA to AAHC, AHA staff held the July payment of HAP to the properties as the transfer occurred in the middle of the month. The July HAP for these two properties was released in August 2021 after the successful legal transfer of the properties.

Total Other Income and Restricted Income is lower than budget by \$130, 310 (77.31%). This is mostly attributable to account 711092 Professional Service Revenue as Rent Program and Housing Development reimbursements from the City of Alameda are billed in arrears. Additionally, \$100,000 in budgeted fee from the AHA/ICD services agreement will be billed by the end of 2021. Interest earned from CAMP and LAIF are projected to be lower than the prior year due to the low interest rate environment, and LAIF investments are earned on a quarterly basis in arrears. Budgeted amounts for the current fiscal year has reflected a low rate of return on these investments.

Other Government Grants, most notably Alameda Unified School District Recognized Obligation Payments has yet to be billed for FY 2022, and therefore is \$169,333 below budget for the month of July 2021.

Tenant paid rental revenue is \$28,061 or 8.93% higher than budget, with vacancy loss lower than budget by \$7,310 or 22.73%. Furthermore, HAP to AHA properties is \$62,101 or 8.15% lower for the month of July 2021 due to the aforementioned held payment of Parrot Village and Eagle Village to facilitate the transfer from AHA to AAHC in mid-July. These funds have since been disbursed in the month of August 2021 and



no material variance is expected by the end of August 2021. 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. HUD Administrative Fees are \$4,041.58 or 2.56% lower than budget.

Expenses

Jul-21	PTD Actual	PTD Budget	Variance	% Var
TOTAL OPERATING EXPENSE (INCLUDING HAP)	3,443,959	4,432,810	(988,851)	-22.31
TOTAL OPERATING EXPENSE (WITHOUT HAP)	777,419	1,406,282	(628,863)	-44.72

Total operating expenses including HAP are substantially lower than the year-to-date by \$988,851 (22.31%), and total operating expense not including HAP is \$628,863 lower than budget (44.72%). This is mainly due to lower salary and benefit expenses, which are under budget due to vacant positions (resignations and retirement). Please see Monthly Overview Report for Operations, H.R. and I.T. for an overview of active recruitment. Staff expects these operating expenses to increase as AHA becomes more staffed, with several positions in active recruitment. 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

Jul-21	PTD Actual	PTD Budget	Variance	% Var
TOTAL HUD GRANT (HAP + ADMIN FEES)	2,936,470	3,162,741	(226,271)	-7.15
TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	2,666,540	3,026,528	(359,988)	-11.89

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 \$219,963.33 (7.32% below budget). It is expected that as AHA reopens the wait list, additional funding from HUD to pass-through for HAP payments will occur in the next several months. Furthermore,

additional funds for the Emergency Housing Vouchers were received from HUD in the months of June and July 2021 which are currently recorded as unearned revenue (not presented in the Budget Comparison) in the amount of \$238,007.

Staff continues to make progress on \$32,794 (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 2022 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. 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 for the months of April through July 2021.

Statement of Net Position

The Housing Authority has adequate cash resources for operations. As of July 31, 2021, AHA, AAHC and its affiliates have \$15.6 Million in cash, and \$17.6 Million held in LAIF and CAMP investments. Please note that an additional \$4 Million was invested in CAMP in the month of August 2021 to rebalanced investments.

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

I) Cash and Cash Equivalents Position	
Cash	15,671,380
LAIF (Local Area Investment Fund)	11,654,369
CAMP (California Asset Management Program)	6,005,808
Total Cash and Cash Equivalents	33,331,556
II) Restricted and Unrestricted Cash and Equivalents Breakout	
Restricted Property Funds (Security Deposit, Replacement Reserve, etc.)	1,631,566
Restricted Federalized Funds (Section 8, Family Self	1,338,435

Sufficiency, etc.)	
Unrestricted Cash	30,361,556
Total Cash and Cash Equivalents	33,331,556
III) AHA Fiscal Year Board Restricted Cash Disbursements	
None - Year to Date	

### **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.

#### Audit and Tax

##### AHA

The FY 2020 audited financial statements were 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 by October 30, 2021. HUD granted AHA's staff request for an extension of time to file due to new and pending regulations.

AHA staff posted a Request for Proposal for Audit and Tax Services in September 2021. It is expected that selection of the new public accounting firm will take place by October's Board of Commissioner's meeting.

### AAHC

Although AHA is exempt from filing a federal tax return, AAHC is required to file a tax return. For the fiscal year ending June 30, 2021, AAHC's tax return extension deadline is November 15, 2021. The final filing deadline is May 15, 2022 for the fiscal year ending June 30, 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 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 calendar year is November 15, 2021. These reports will be presented to the Island City Development Board of Directors, and will be presented in AHA's final audit report as a discretely presented component unit.

### 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 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. It is anticipated that due to the asset performance from CalPERS that there will be a positive impact on AHA's 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. The next budget cycle will occur prior to June 2022.

Banking Activities

AHA is in the process of creating a new U.S. Bank account for Everett & Eagle, L.P., which is the tax credit partnership for Everett Commons.

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**

N/A

**RECOMMENDATION**

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

**ATTACHMENTS**

- 1. Exhibit A
- 2. Exhibit B
- 3. Exhibit C

Respectfully submitted,

Louie So, Director of Finance

## Balance Sheet - EXHIBIT A

Period = Jul 2021

Book = Accrual

### Current Balance

1000000	ASSETS	
1100000	CURRENT ASSETS	
1101000	CASH	
1110010	Cash - Unrestricted	11,697,304.41
1110018	Cash - Operating Checking with 3rd Party	2,100,260.36
1110019	Petty Cash with 3rd Party	500.00
1110020	Cash - Petty cash	500.00
1110021	Cash - Benefit Account	83,628.54
1110030	Cash - FSS	157,620.75
1110040	Cash - Replacement Reserve Bldg	406,000.00
1130030	Cash - Restricted Sec Dep	204,366.79
1140050	Cash - Tenant Security Deposits with 3rd Party	390,054.62
1199000	TOTAL CASH	15,040,235.47
1200000	ACCOUNTS RECEIVABLE	
1240010	Accounts Receivable - Government	196,720.54
1240050	HAP Rent Receivable	15,685.68
1240070	Accounts Receivable- HUD	5,030.33
1250010	Accounts Receivable - Other	343,723.63
1250050	Accounts Receivable - 3rd Party Management	779,987.62
1255000	Subsidy Suspense Receivable	-30,809.35
1260000	Accounts Receivable - Tenant	259,208.42
1260050	Accounts Receivable - Tenant Rent with 3rd Party	323,045.26
1261000	Allowance for Doubtful Accounts -Dwelling Rent	-107,605.35
1280000	Fraud Recovery	62,385.38
1281000	Allowance for Doubtful Accounts - Fraud	-29,829.78
1290000	Accrued Interest Receivable	-0.18
1299000	TOTAL ACCOUNTS RECEIVABLE	1,817,542.20
1300000	INVESTMENTS AND OTHER CURRENT NOTES	
1310000	Investments(LAIF)- Unrestricted	10,462,709.84
1320010	Investments - Other	200.00
1320020	Investments(LAIF) (Restricted) - FSS Escrow	89.22
1320030	Investments(LAIF)- Building Reserve	1,066,470.47
1320040	Investments(LAIF) - Equipment Reserve	123,675.84
1350000	Investments - Restricted	0.15
1350010	Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,407.24
1350021	PFM-Cash	-184.25
1350031	Investments - CAMP	6,005,807.92
1350100	Mortgage Receivable	76,458,521.49

## Balance Sheet - EXHIBIT A

Period = Jul 2021

Book = Accrual

	<b>Current Balance</b>
1350103 Mortgage Receivable-Jack Capon L. P.	87,584.80
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	1,790,000.00
1360000 TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	<u>115,439,517.97</u>
1400000 PREPAID EXPENSES	
1420020 Prepaid Insurance - Liability	242,391.13
1420040 Prepaid Insurance - Worker Comp	57,163.69
1420050 Prepaid - Other	22,965.85
1420051 Prepaid Rent	20,213.17
1420070 Escrow Deposits - Property	6,932.04
1420095 Prepaid Expense - Management Company	43.60
1430010 Replacement Reserve-NorthMarq Loan	624,212.06
1440099 TOTAL PREPAID EXPENSES	<u>973,921.54</u>
1440105 INTERPROGRAM	
1440110 Interprogram (Due From)	2,678,925.36
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>2,693,120.80</u>
1500000 TOTAL CURRENT ASSETS	<u>135,964,153.73</u>
1590000 LONG TERM ASSETS	
1600000 FIXED 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>

## Balance Sheet - EXHIBIT A

Period = Jul 2021

Book = Accrual

	<b>Current Balance</b>
1629000 TOTAL LAND AND BUILDINGS	90,580,903.55
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 Deprecation	-31,030,996.66
1660060 Accumulated Depreciation - 3rd Party	-283.34
1699000 TOTAL FIXED ASSETS	<u>74,497,513.28</u>
1700000 ALL OTHER ASSETS	
1740000 Other Asset	<u>110,510.02</u>
1770000 TOTAL ALL OTHER ASSETS	110,510.02
1800000 DEFERRED OUTFLOW	
1800200 Deferred Outflow of Resources	<u>1,505,707.01</u>
1890000 TOTAL DEFERRED OUTFLOW	1,505,707.01
1900000 CONSTRUCTION IN PROGRESS	
1900100 CIP - On Site Improvement	65,043.00
1900210 CIP - Architectural & Engineering Fees	63,227.50
1900230 CIP - Professional Services (Other)	17,208.00
1900335 CIP - Permanent Loan - Fees	186,000.00
1900410 CIP - Environmental Testing & Reports	4,950.00
1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist)	339.57
1900430 CIP - Utilities Fees	607.60
1919999 TOTAL CONSTRUCTION IN PROGRESS	<u>337,375.67</u>
1929999 TOTAL LONG TERM ASSETS	<u>76,451,105.98</u>
1999999 TOTAL ASSETS	212,415,259.71
3000000 LIABILITIES AND EQUITY	
3005000 LIABILITIES	
3100000 CURRENT LIABILITIES	
3100500 ACCOUNTS PAYABLE	
3120010 Accounts Payable<= 90 Days	-23,514.01
3120011 Accounts Payable -CALPERS (employee portion)	551.40
3120014 Accounts Payable-Garnishment (employee portion)	-128.50
3120015 Accounts Payable-Vision Insurance (employee portion)	448.50
3120016 Accounts Payable-Life Insurance (employee portion)	-684.01
3120018 Accounts Payable-PARS retirement (employee portion)	133.76
3120019 Accounts Payable-Flexible Spending Account(employee portion)	1,822.82
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	144,467.00
3120026 Accounts Payable FSS Interest	-28.23
3120029 Accounts Payable - 3rd Party Management Company	67,622.09



## Balance Sheet - EXHIBIT A

Period = Jul 2021

Book = Accrual

	<b>Current Balance</b>
3120030 Accrued Wage/Payroll Taxes Payable	1,101.95
3120040 Accrued Compensated Absences - Current Portion	187,022.52
3120045 Accrued Vacation Payable - 3rd Party Management	10,248.46
3120070 Accrued Payables	182,888.11
3120075 Accrued Accounts Payable - 3rd Party Management	706,642.87
3330100 Tenants- Rents Payable	9,900.00
3339000 TOTAL ACCOUNT PAYABLE	<u>1,289,954.25</u>
3400000 SECURITY DEPOSITS HELD	
3410010 Tenant Security Deposits	76,847.26
3410015 Tenant Security Deposits - held with 3rd Party Management	390,054.34
3410020 Tenant Security Deposits - Pets	-150.00
3410040 Tenant Security Deposits - Satellite Dish/Antenna	-200.00
3410050 Tenant Security Deposits - Interest	0.28
3410060 Tenant Security Deposits - Pooled Interest	54,005.66
3410999 Security Deposit Refund	28,370.19
3419000 TOTAL SECURITY DEPOSITS HELD	<u>548,927.73</u>
3419900 OTHER LIABILITIES	
3420000 Prepay Tenant Rent	54,618.65
3421000 Prepay Tenant Rent - 3rd Party Management	219,786.30
3425000 Unearned Revenue	237,575.00
3426000 Prepaid Ground Lease Rent	16,282,176.97
3430000 Current Portion of Long Term Debt - Capital Projects	601,585.89
3449000 TOTAL OTHER LIABILITIES	<u>17,395,742.81</u>
3470000 INTERPROGRAM	
3470050 Interprogram (Due to)	2,611,432.85
3470110 Interprogram Due To General Fund	45,485.55
3471000 Due To/Due From Suspense Account	307,768.25
3480000 TOTAL INTERPROGRAM	<u>2,964,686.65</u>
3499000 TOTAL CURRENT LIABILITIES	22,199,311.44
3500000 NON-CURRENT LIABILITIES	
3510020 Reduction to Mortgage Loan	81,907.72
3510100 Mortgage Loan Payable	20,923,113.17
3510130 Interest Payable - City of Alameda Loan	1,138,098.69
3510140 Home Fund Loan #1	216,363.20
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	<u>746,743.40</u>

## Balance Sheet - EXHIBIT A

Period = Jul 2021

Book = Accrual

	<b>Current Balance</b>
3599000 TOTAL NON-CURRENT LIABILITIES	<u>72,815,805.58</u>
3999000 TOTAL LIABILITIES	95,015,117.02
4000000 Equity/Net Assets	
4000001 EQUITY	
4000100 DEFERRED INFLOW	
4001000 Deferred Inflow of Resources	<u>1,901,463.00</u>
4900000 TOTAL DEFERRED INFLOW	1,901,463.00
4999999 CONTRIBUTED CAPITAL	
5010000 Net Investment in Capital Assets	7,986,217.78
5080050 Capital Paid In	3,217,665.34
5090000 Unrestricted	81,796,659.62
5120000 Unrestricted	22,045,058.32
5120010 Net Restricted Assets	<u>453,078.63</u>
5950000 TOTAL CONTRIBUTED CAPITAL	<u>115,498,679.69</u>
5999900 TOTAL EQUITY	<u>117,400,142.69</u>
6000000 TOTAL LIABILITIES AND EQUITY	<u>212,415,259.71</u>

**Budget Comparison (with PTD)**

Period = Jul 2021

Book = Accrual

		MTD Actual	MTD Budget	Variance	% Var
6999990	INCOME				
7000000	REVENUE				
7020000	TENANT REVENUE				
7030000	Tenant Rental Revenue	342,174.60	314,113.56	28,061.04	8.93
7030030	Maintenance Charges	907.25	0.00	907.25	#DIV/0!
7030060	Tax Increment Payments from the City of Alameda ( <b>Independence Plaza submission to occur in Fall 2021</b> )	1,177.94	122,110.67	-120,932.73	-99.04
7030100	Tenant HAP Subsidy (Transfer of AHA to AAHC, <b>July payment held (\$60k~) and disbursed in August 2021</b> )	699,687.65	761,789.01	-62,101.36	-8.15
7030110	Vacancy Loss	-24,850.00	-32,160.81	7,310.81	-22.73
7030300	Commercial Rents	2,767.00	2,767.00	0.00	0.00
7050000	TOTAL TENANT REVENUE	1,052,809.44	1,168,619.43	-115,809.99	-9.91
7060000	FEDERAL GRANTS				
7060060	Shelter Plus Care Revenue ( <b>Billed Amount - Pending Receipt from Alameda</b> )	38,631.06	39,383.58	-752.52	-1.91
7069000	TOTAL FEDERAL GRANTS	38,631.06	39,383.58	-752.52	-1.91
7079000	OTHER GRANTS				
7080000	Other Government Grants ( <b>AUSD ROPS Income Pending Receipt</b> )	0.00	169,333.33	-169,333.33	-100.00
7089000	TOTAL OTHER GRANTS	0.00	169,333.33	-169,333.33	-100.00
7100000	OTHER INCOME				
7110010	Investment Income - Unrestricted ( <b>LAIF Income Recorded Quarterly only</b> )	0.00	1,915.63	-1,915.63	-100.00
7110011	Interest Income	632.20	4,750.00	-4,117.80	-86.69
7110070	Other - Income	10.00	0.00	10.00	N/A
7110075	Laundry Commission	98.76	1,529.34	-1,430.58	-93.54
7110082	Land Fee/Ground Lease	446.99	13,337.50	-12,890.51	-96.65
7110092	Professional Service Revenue ( <b>City of Alameda Reimbursements - Billed in Arrears</b> )	36,371.94	146,247.50	-109,875.56	-75.13
7150070	Administrative Fee	680.83	771.19	-90.36	-11.72
7159000	TOTAL OTHER INCOME	38,240.72	168,551.16	-130,310.44	-77.31
8000000	HUD GRANT				
8010000	HUD Operating Grants ( <b>Not including \$238,007 in Emergency Housing Vouchers Funds received in Summer 2021 - This is deemed unearned and an offset to expense will be presented once EHV Vouchers are issued; Additionally, pending receipt of SRO Bessie Coleman Grant due to delay at HUD</b> )	2,784,921.33	3,004,884.66	-219,963.33	-7.32
8020000	Administrative Fees from HUD	153,815.00	157,856.58	-4,041.58	-2.56

**Budget Comparison (with PTD)**

Period = Jul 2021

Book = Accrual

		<b>MTD Actual</b>	<b>MTD Budget</b>	<b>Variance</b>	<b>% Var</b>
8020110	PORT-In Administrative Fees	1,397.96	0.00	<b>1,397.96</b>	<b>N/A</b>
8030000	Administrative Fees Paid (PORT-Outs)	3,664.11	0.00	<b>-3,664.11</b>	<b>N/A</b>
8100120	TOTAL HUD GRANT	2,936,470.18	3,162,741.24	<b>-226,271.06</b>	<b>-7.15</b>
8999000	TOTAL REVENUE	4,017,914.40	4,708,628.74	<b>-690,714.34</b>	<b>-14.67</b>
9000000	EXPENSES				
9000900	OPERATING EXPENSES				
9100000	ADMINISTRATIVE				
9110010	Administrative Salaries	232,797.35	474,096.06	<b>241,298.71</b>	<b>50.90</b>
9110020	Temporary Help - Administrative	4,014.88	29,112.77	<b>25,097.89</b>	<b>86.21</b>
9120000	Auditing Fees	0.00	4,387.67	<b>4,387.67</b>	<b>100.00</b>
9130000	Outside Management Fees	24,098.46	24,216.53	<b>118.07</b>	<b>0.49</b>
9150010	Admin Employee Benefits - Medical/Dental	77,533.45	122,508.49	<b>44,975.04</b>	<b>36.71</b>
9150020	Admin Employee Benefits - PERS/PARS	34,060.93	45,771.25	<b>11,710.32</b>	<b>25.58</b>
9150030	Admin Employee Benefits - FICA	3,350.13	7,123.98	<b>3,773.85</b>	<b>52.97</b>
9150040	Admin Employee Benefits - SUI	31.04	1,288.00	<b>1,256.96</b>	<b>97.59</b>
9150060	Admin Employee Benefits - Life/LTD	5,546.74	3,070.77	<b>-2,475.97</b>	<b>-80.63</b>
9150090	Admin Employee Benefit - WC	7,720.06	9,302.00	<b>1,581.94</b>	<b>17.01</b>
9160010	Office Supplies/Equipment	6,238.73	21,677.23	<b>15,438.50</b>	<b>71.22</b>
9160040	Postage	423.70	766.94	<b>343.24</b>	<b>44.75</b>
9160050	Telephone	1,679.20	4,933.90	<b>3,254.70</b>	<b>65.97</b>
9160060	Bank Charges and Check Supplies	810.80	3,247.88	<b>2,437.08</b>	<b>75.04</b>
9160080	Stationery Envelopes and Business Cards	46.64	0.00	<b>-46.64</b>	<b>N/A</b>
9160090	Forms and Copies/Printing	2,106.54	378.55	<b>-1,727.99</b>	<b>-456.48</b>
9160100	Classified Ads and Public Notices/outreach material	2,378.09	10,949.90	<b>8,571.81</b>	<b>78.28</b>
9160110	Legal Expense	742.36	47,018.71	<b>46,276.35</b>	<b>98.42</b>
9160111	Payroll charge	718.89	1,299.32	<b>580.43</b>	<b>44.67</b>
9160113	Office Rent	11,626.34	15,409.11	<b>3,782.77</b>	<b>24.55</b>
9160114	Administrative Support	6,943.07	0.00	<b>-6,943.07</b>	<b>N/A</b>
9160120	Training/Conferences and Travel	253.07	11,054.13	<b>10,801.06</b>	<b>97.71</b>
9160130	Membership Dues and Fees	0.00	833.33	<b>833.33</b>	<b>100.00</b>
9160131	Taxes & Government Fees	490.35	2,632.59	<b>2,142.24</b>	<b>81.37</b>
9160160	Contracts - Accounting Services	0.00	7,960.00	<b>7,960.00</b>	<b>100.00</b>
9160170	Contracts - Administrative Services/Consultant	2,985.07	12,714.63	<b>9,729.56</b>	<b>76.52</b>
9160180	Contracts - Application Service Provider - Yardi	13,470.54	14,280.37	<b>809.83</b>	<b>5.67</b>
9160190	Contracts - Computer/Telephone Maintenance/Email	13,168.68	18,759.55	<b>5,590.87</b>	<b>29.80</b>
9160220	Contracts - Human Resource Services	0.00	2,171.75	<b>2,171.75</b>	<b>100.00</b>

**Budget Comparison (with PTD)**

Period = Jul 2021

Book = Accrual

		<b>MTD Actual</b>	<b>MTD Budget</b>	<b>Variance</b>	<b>% Var</b>
9160230	Contracts - Housing Inspection Services	5,050.00	8,360.42	<b>3,310.42</b>	<b>39.60</b>
9160260	Contracts - Office Machine Lease	68.00	3,133.92	<b>3,065.92</b>	<b>97.83</b>
9160270	Contracts - Web Hosting/Maintenance/Web Ads	1,642.70	3,187.25	<b>1,544.55</b>	<b>48.46</b>
9160510	Association Dues	2,137.40	3,779.33	<b>1,641.93</b>	<b>43.44</b>
9169000	TOTAL ADMINISTRATIVE	462,133.21	915,426.33	<b>453,293.12</b>	<b>49.52</b>
9200000	TENANT/SOCIAL SERVICES/POLICE				
9210030	Police Services ( <b>Paid after issuance of Police Report</b> )	0.00	17,500.00	<b>17,500.00</b>	<b>100.00</b>
9210100	Tenant/Social Sevices - Salaries	23,475.34	33,551.36	<b>-10,076.02</b>	<b>-30.03</b>
9219000	TOTAL TENANT/SOCIAL SERVICES/POLICE	23,475.34	51,051.36	<b>27,576.02</b>	<b>54.02</b>
9230005	TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE				
9230010	Tenant Svcs Employee Benefits - Medical/Dental	1,792.21	9,935.32	<b>8,143.11</b>	<b>81.96</b>
9230020	Tenant Svcs Employee Benefits - PERS/PARS	555.11	1,090.21	<b>535.10</b>	<b>49.08</b>
9230030	Tenant Svcs Employee Benefits - FICA	53.80	4,673.60	<b>4,619.80</b>	<b>98.85</b>
9230040	Tenant Svcs Employee Benefits - SUI	0.81	80.50	<b>79.69</b>	<b>98.99</b>
9230050	Tenant Svcs Employee Benefits - Life/LTD	59.82	0.00	<b>-59.82</b>	<b>N/A</b>
9230071	Property Insurance	339.00	0.00	<b>-339.00</b>	<b>N/A</b>
9230080	Tenant Svcs Employee Benefits - Other	0.00	864.72	<b>864.72</b>	<b>100.00</b>
9230090	Tenant Svcs Employee Benefit - WC	2,854.37	3,446.00	<b>591.63</b>	<b>17.17</b>
9239000	TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	5,316.12	20,090.35	<b>14,774.23</b>	<b>73.54</b>
9240005	TENANT SERVICES				
9240020	Tenant Service Activities - Contracts and O/S Services	20,658.99	19,528.75	<b>1,130.24</b>	<b>-24.52</b>
9249000	TOTAL TENANT SERVICES	20,658.99	19,528.75	<b>-1,130.24</b>	<b>-5.79</b>
9300000	UTILITIES				
9310000	Water	10,602.64	24,469.83	<b>13,867.19</b>	<b>56.67</b>
9320000	Electricity	5,107.19	9,757.33	<b>4,650.14</b>	<b>47.66</b>
9330000	Gas	769.79	3,903.36	<b>3,133.57</b>	<b>80.28</b>
9380010	Sewer	4,528.51	11,458.68	<b>6,930.17</b>	<b>60.48</b>
9380020	Garbage	30,086.13	36,903.10	<b>6,816.97</b>	<b>18.47</b>
9399000	TOTAL UTILITIES	51,094.26	86,492.30	<b>35,398.04</b>	<b>40.93</b>
9399990	MAINTENANCE				
9400000	MAINTENANCE SALARIES				
9410010	Maintenance - Salaries	34,093.77	56,982.05	<b>22,888.28</b>	<b>40.17</b>
9419000	TOTAL MAINTENANCE SALARIES	34,093.77	56,982.05	<b>22,888.28</b>	<b>40.17</b>
9420005	MAINTENANCE MATERIALS				
9420010	Maintenance Materials	10,737.99	6,559.56	<b>-4,178.43</b>	<b>-63.70</b>
9420020	Vehicle - gasoline	0.00	202.29	<b>202.29</b>	<b>100.00</b>

**Budget Comparison (with PTD)**

Period = Jul 2021

Book = Accrual

		MTD Actual	MTD Budget	Variance	% Var
9420030	Janitorials Supplies	165.83	70.84	<b>-94.99</b>	<b>-134.09</b>
9429000	TOTAL MAINTENANCE MATERIALS	10,903.82	6,832.69	<b>-4,071.13</b>	<b>-59.58</b>
9429005	MAINTENANCE CONTRACTS				
9429015	Maintenance Contracts - Unit Turnaround	1,934.60	4,650.50	<b>2,715.90</b>	<b>58.40</b>
9429030	Maintenance Contracts - Tree Trimming	0.00	1,443.75	<b>1,443.75</b>	<b>100.00</b>
9429060	Maintenance Contracts - Floor Covering	1,679.22	845.76	<b>-833.46</b>	<b>-98.55</b>
9429100	Maintenance Contracts - Services	7,316.79	8,397.08	<b>1,080.29</b>	<b>12.87</b>
9430010	Maintenance Contracts - Painting	0.00	3,336.44	<b>3,336.44</b>	<b>100.00</b>
9430020	Maintenance Contracts - Plumbing	7,662.94	3,656.06	<b>-4,006.88</b>	<b>-109.60</b>
9430030	Maintenance Contracts - Landscape, Pool, Pond Maintenance	8,024.94	6,491.96	<b>-1,532.98</b>	<b>-23.61</b>
9430040	Maintenance Contracts - HVAC Maintenance	6,392.75	1,416.01	<b>-4,976.74</b>	<b>-351.46</b>
9430060	Maintenance Contracts - Elevator Maintenance	2,159.32	3,130.29	<b>970.97</b>	<b>31.02</b>
9430070	Maintenance Contracts - Extermination	1,953.00	4,388.10	<b>2,435.10</b>	<b>55.49</b>
9430080	Maintenance Contracts - Electrical Maintenance	478.34	1,449.74	<b>971.40</b>	<b>67.01</b>
9430090	Maintenance Contracts - Security and Nurse Call Systems	699.14	15,304.20	<b>14,605.06</b>	<b>95.43</b>
9430110	Maintenance Contracts - Gutter Cleaning Services	0.00	386.55	<b>386.55</b>	<b>100.00</b>
9430120	Maintenance Contracts - Flooring Replmt/Cleaning Srvc	390.00	0.00	<b>-390.00</b>	<b>N/A</b>
9430130	Maintenance Contracts - Other	15,675.91	1,474.45	<b>-14,201.46</b>	<b>-963.17</b>
9430140	Maintenance Contracts - Vehicle Maintenance	0.00	229.35	<b>229.35</b>	<b>100.00</b>
9430150	Maintenance Contracts - Janitorial	1,481.04	10,436.86	<b>8,955.82</b>	<b>85.81</b>
9439000	TOTAL MAINTENANCE CONTRACTS	55,847.99	67,037.10	<b>11,189.11</b>	<b>16.69</b>
9450005	MAINTENANCE EMPLOYEE BENEFITS				
9450010	Maint Employee Benefits - Medical/Dental	13,251.08	13,429.81	<b>178.73</b>	<b>1.33</b>
9450020	Maint Employee Benefits - PERS/PARS	3,965.32	4,491.07	<b>525.75</b>	<b>11.71</b>
9450030	Maint Employee Benefits - FICA	2,686.37	587.68	<b>-2,098.69</b>	<b>-357.11</b>
9450040	Maint Employee Benefits - SUI	3.31	134.17	<b>130.86</b>	<b>97.53</b>
9450050	Maint Employee Benefits - Life/LTD	329.70	330.75	<b>1.05</b>	<b>0.32</b>
9450070	Maint Employee Benefits - Uniforms/Shoes	40.00	160.33	<b>120.33</b>	<b>75.05</b>
9450091	Maint Employee Benefit - WC	1,117.57	5,218.75	<b>4,101.18</b>	<b>78.59</b>
9459000	TOTAL MAINTENANCE EMPLOYEE BENEFITS	21,393.35	24,352.56	<b>2,959.21</b>	<b>12.15</b>
9499000	TOTAL MAINTENANCE	122,238.93	155,204.40	<b>32,965.47</b>	<b>21.24</b>
9500000	GENERAL EXPENSES				
9500100	Interest Expense ( <b>Parrot Village and Eagle Village Refinanced - First Interest Payment in September 2021</b> )	75,901.63	95,715.94	<b>19,814.31</b>	<b>20.70</b>
9500160	Mortgage Financial Service Charge ( <b>Refund of Fees due to EV/PV Refinance</b> )	-2,102.57	0.00	<b>2,102.57</b>	<b>N/A</b>
9500200	Other Expense	2,504.99	0.00	<b>-2,504.99</b>	<b>N/A</b>

**Budget Comparison (with PTD)**

Period = Jul 2021

Book = Accrual

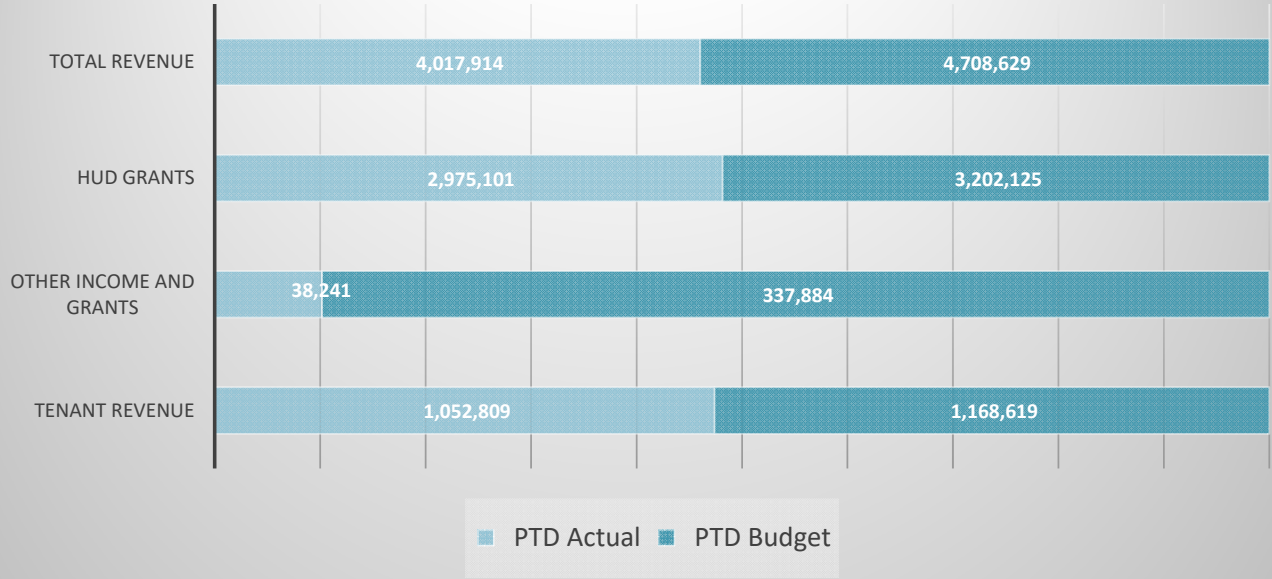
		<b>MTD Actual</b>	<b>MTD Budget</b>	<b>Variance</b>	<b>% Var</b>
9520000	Protective Services - Contract Costs	0.00	402.17	<b>402.17</b>	<b>100.00</b>
9610010	Insurance - Workers Compensation	1,405.89	0.00	<b>-1,405.89</b>	<b>N/A</b>
9610020	Insurance - Liability	2,293.24	1,354.33	<b>-938.91</b>	<b>-69.33</b>
9610030	Insurance - Property	23,544.53	27,967.64	<b>4,423.11</b>	<b>15.82</b>
9610040	Insurance - Vehicle	319.70	831.11	<b>511.41</b>	<b>61.53</b>
9610060	Insurance - Other	3,628.26	2,723.36	<b>-904.90</b>	<b>-33.23</b>
9620010	Other General Expenses ( <b>Landlord Incentives</b> )	1,000.00	0.00	<b>-1,000.00</b>	<b>N/A</b>
9698000	TOTAL GENERAL EXPENSES	<u>108,834.67</u>	<u>128,994.55</u>	<b>20,159.88</b>	<b>15.63</b>
9699000	TOTAL OPERATING EXPENSES	<u>793,751.52</u>	<u>1,376,788.04</u>	<b>583,036.52</b>	<b>42.35</b>
9700000	MOD REHAB AND SPC EXPENSES				
9700570	Rent to Owners - Bessie Coleman	16,461.00	21,160.33	<b>4,699.33</b>	<b>22.21</b>
9700800	PORT-In (A/R Billings) ( <b>Negative represents income</b> )	-32,794.00	0.00	<b>32,794.00</b>	<b>N/A</b>
9700900	TOTAL MOD REHAB AND SPC EXPENSES	<u>-16,333.00</u>	<u>21,160.33</u>	<b>37,493.33</b>	<b>177.19</b>
9710000	EXTRAORDINARY EXPENSES				
9710090	Pre-development Cost	0.00	8,333.37	<b>8,333.37</b>	<b>100.00</b>
9713001	HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9719000	TOTAL EXTRAORDINARY EXPENSES	<u>0.00</u>	<u>8,333.37</u>	<b>8,333.37</b>	<b>100.00</b>
9730001	HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9730010	Housing Assistance Payments - Landlords	2,654,922.00	3,016,857.91	<b>361,935.91</b>	<b>12.00</b>
9730020	Housing Assistance Payments - FSS	7,730.00	6,300.00	<b>-1,430.00</b>	<b>-22.70</b>
9730070	Utility Allowance to Tenants	3,888.00	3,370.00	<b>-518.00</b>	<b>-15.37</b>
9739000	TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	<u>2,666,540.00</u>	<u>3,026,527.91</u>	<b>359,987.91</b>	<b>11.89</b>
	<b>OPERATING EXPENSES</b>	<b>3,443,958.52</b>	<b>4,432,809.65</b>	<b>-988,851.13</b>	<b>-22.31</b>
	<b>NET OPERATING INCOME BEFORE DEPRECIATION</b>	<b>571,455.88</b>	<b>275,819.09</b>	<b>295,636.79</b>	<b>107.19</b>
9739500	OTHER EXPENSES				
9740000	Depreciation Expense	142,038.32	142,038.32	<b>0.00</b>	<b>-24.52</b>
9765000	Donations	2,500.00	0.00	<b>-2,500.00</b>	<b>N/A</b>
9859999	TOTAL OTHER EXPENSES	<u>144,538.32</u>	<u>142,038.32</u>	<b>2,500.00</b>	<b>1.76</b>
9996000	TOTAL EXPENSES	<u>3,588,496.84</u>	<u>4,574,847.97</u>	<b>986,351.13</b>	<b>-24.52</b>
9998000	NET INCOME	<u>429,417.56</u>	<u>133,780.77</u>	<b>295,636.79</b>	<b>-24.52</b>

**Budget Comparison (with PTD)**

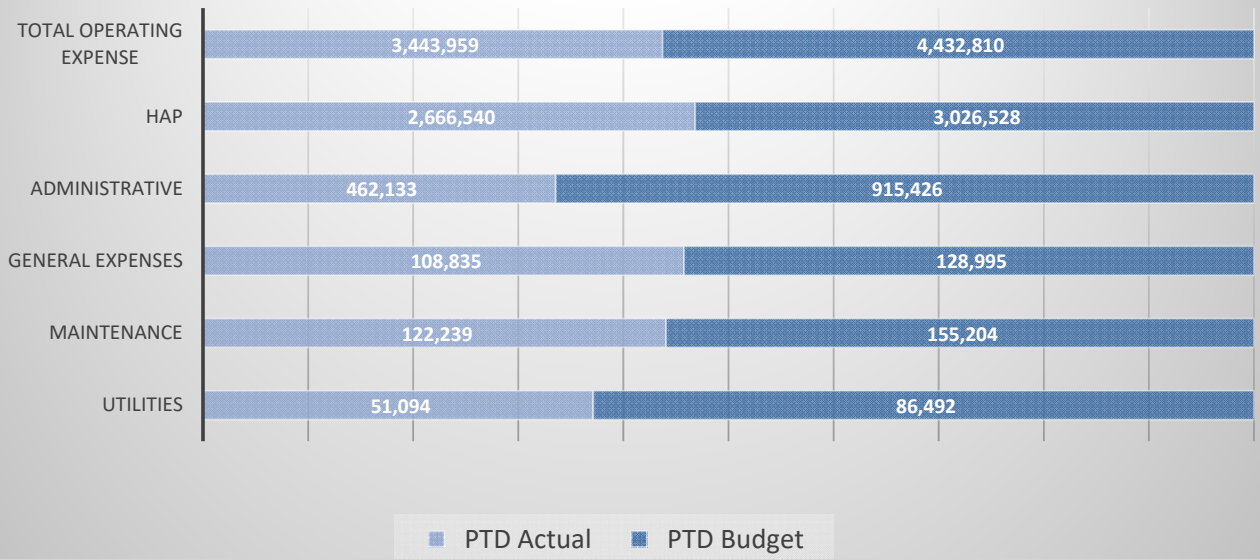
Jul-21

Book = Accrual

**AHA REVENUE - ACTUAL VERSUS BUDGET (PTD)**



**AHA EXPENSES - ACTUAL VERSUS BUDGET (PTD)**



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





# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners  
From: Tonya Schuler-Cummins, Senior Management Analyst  
Date: September 15, 2021  
Re: Approve New Payment Standards for HCV, PBV and EHV Effective January 1, 2022

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## **BACKGROUND**

The U.S. Department of Housing and Urban Development (HUD) is required to annually review and publish Fair Market Rents (FMRs). Under the new regulations, HUD’s proposed FMRs are published in the Federal Register, with an effective date of October 1, 2021 and Housing Authorities have 3 months to revise the payment standard from that effective date per 24 CFR 982.503 (b)(1)(i). A payment standard is the maximum amount of subsidy that AHA can pay to an owner on behalf of a voucher holder.

Fair Market Rents (FMRs) are primarily used to determine payment standard amounts for the Housing Choice Voucher program, to determine initial renewal rents for some expiring project-based Section 8 contracts, to determine initial rents for housing assistance payment (HAP) contracts in the Moderate Rehabilitation Single Room Occupancy program (Mod Rehab), and to serve as a rent ceiling in the HOME rental assistance program. HUD annually estimates FMRs for Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas, and each nonmetropolitan county. HUD requires Housing Authorities to set Payment Standards between 90% and 110% of the FMR.

The following is a table showing the FMRs from last year and the proposed FMRs for this current year.

Bedroom	0	1	2	3	4
2021 FMR	\$1,595	\$1,934	\$2,383	\$3,196	\$3,863
2022 FMR	\$1,538	\$1,854	\$2,274	\$3,006	\$3,578



## **DISCUSSION**

The FMRs were published on August 6, 2021, in the Federal Register with an effective date of October 1, 2021. The AHA has three months from the effective date of the notice (January 1, 2022) to implement the new payment standards or must submit a request for reevaluation prior to October 1, 2021. The last reevaluation cost the Public Housing Authorities (PHAs) in the Bay Area \$134,900, which was paid by a consortium of PHAs and non-profits. This year the AHA decided not to make a request for reevaluation as the rents in the area are dropping, as illustrated by declining rent reasonableness determinations and other PHAs have made the same determination.

The payment standards dropped from between 3.6% and 7.4% and decreased at all bedroom sizes. Since the FMRs dropped this year, some of the payment standards must be decreased to remain within HUD guidelines. For the Housing Choice Voucher (HCV) and Emergency Housing Voucher (EHV) programs, this decrease will go into effect for new admissions and participant families transferring to a new unit on the effective date of the payment standard change if the family is not leased up prior to the change. HCV and EHV households remaining in their current unit with the same family composition would not experience a drop in their payment standard until the second annual reexamination after the decrease per the AHA's Administrative Plan.

Project-Based Voucher (PBV) contracts would be affected based on their renewal date as these complexes are only able to change rent pricing at the contract anniversary date.

The AHA has been keeping the PBV and HCV payment standards at the same level for the last couple of years and proposes to continue keeping the levels the same. The EHV program's payment standards were set slightly higher than the other two programs at 120% of the FMR as allowed by HUD under that program. The AHA is proposing to maintain the levels of this new program slightly higher than the other two, but the payment standards will be reduced from their current value.

Below are charts of the proposed payment standards.

HCV and PBV Proposed Payment Standards:

Bedroom	Proposed Payment Standard	% of FMR	Current Payment Standard	Change from 2021 Payment Standard
0	\$1,691	109.9%	\$1,753	-\$62
1	\$2,039	110.0%	\$2,126	-\$87
2	\$2,501	110.0%	\$2,620	-\$119
3	\$3,306	110.0%	\$3,514	-\$208

4	\$3,935	110.0%	\$3,824	\$111
5	\$4,525	110.0%	\$4,397	\$128

EHV Proposed Payment Standards:

Bedroom	Proposed Payment Standard	% of FMR	Current Payment Standard	Change from 2021 Payment Standard
0	\$1,845	120.0%	\$1,914	-\$69
1	\$2,224	120.0%	\$2,320	-\$96
2	\$2,728	120.0%	\$2,859	-\$131
3	\$3,607	120.0%	\$3,835	-\$228
4	\$4,293	120.0%	\$4,635	-\$342
5	\$4,936	120.0%	\$5,330	-\$394

**FISCAL IMPACT**

The reduction in payment standards proposed are all required by regulation and will result in a small savings in the first year and a larger decrease in Housing Assistance Payments (HAP) over time due to the reduction in payment standards only at new move-ins and the second annual reexamination after the decrease (starting January 1, 2023). The increase in the 4-bedroom and 5-bedroom units will only affect 40 units in the HCV program. Of those 40 units, half are owned by AHA or AAHC, which means there would be a nominal increase if the private landlords all raised the rents. These rent increases would be capped by rent reasonableness tests which might result in approved rents being less than the payment standards if the area rents continue to decrease.

**CEQA**

Not applicable.

**RECOMMENDATION**

Approve revised Payment Standards for the Housing Choice Voucher program, the Emergency Housing Program, and for Project-Based Vouchers effective January 1, 2022.

**ATTACHMENTS**

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tonya Schuler-Cummins'. The signature is fluid and cursive, with a large initial 'T' and 'S'.

Tonya Schuler-Cummins, Senior Management Analyst



**Housing  
Authority of the City of Alameda**

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: September 15, 2021

Re: Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Alameda Housing Authority and Aleshire & Wynder LLP in the amount of Seventy Five Thousand Dollars and Zero cents (\$75,000.00) up to a total not to exceed amount of Two Hundred Twenty Five Thousand Dollars and Zero cents (\$225,000.00).

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**BACKGROUND**

On January 21, 2020, The Housing Authority entered into a contract with Aleshire & Wynder LLP for special counsel to provide general and special legal services following a competitive Request for Proposal process. The initial contract was for three years (until January 21, 2023) with a not to exceed amount of one hundred fifty thousand dollars (\$150,000.00). This contract was approved by the Board of Commissioners on September 19, 2018, but the contract was not executed until January of 2020 as specific needs did not arise until that time.

**DISCUSSION**

The contract executed on January 21, 2020 contained an initial term of three years, with extensions not to exceed two years, and a contract limit of \$150,000.00.

Services provided under this agreement include provision of general legal advice to the Board of Commissioners, Executive Director, and staff relative to agency and Board matters, including representing the Agency in court and on other legal matters, particularly in the event of a conflict of interest on the part of AHA's general counsel, Goldfarb & Lipman LLP. Additionally, special services, such as serving as the Hearing Officer for Administrative Hearings, staff training on hearings, and legal guidance on real estate and public finance matters, were included in the scope of the contract.

To date, a total of \$71,350.00 (rounded) has been spent on this contract, which is within the total of \$150,000.00 approved by the Board. However, it is anticipated that the



contract amount will likely be exceeded prior to the end of the initial 3-year term of the contract, and management is therefore requesting an increase in the amount of the contract as usage during the current term has increased at a faster pace than originally anticipated, due primarily to use of this firm for special services work. Should the contract be extended for an additional period of time beyond the three year initial period, management will come back to the Board with a contract amendment to reflect the new length of the contract as well as any increase to the not to exceed limit for the remaining term of the contract.

**FISCAL IMPACT**

Funding for this contract has been approved, and is budgeted for in the current fiscal year. Legal fees will continue to be reviewed prior to submission of the following fiscal year's budget and prior to any further extensions of this contract.

**CEQA**

Not applicable to this item.

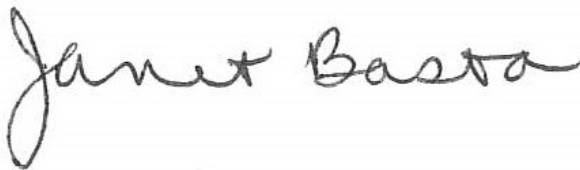
**RECOMMENDATION**

Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Alameda Housing Authority and Aleshire & Wynder LLP in the amount of Seventy Five Thousand Dollars and Zero cents (\$75,000.00) up to a total not to exceed amount of Two Hundred Twenty Five Thousand Dollars and Zero cents (\$225,000.00).

**ATTACHMENTS**

1. Aleshire & Wynder Amendment #1

Respectfully submitted,

A handwritten signature in cursive script that reads "Janet Basta". The signature is written in black ink and is positioned below the text "Respectfully submitted,".

Janet Basta, Director of Human Resources and Operations

AMENDMENT NO. 1 TO CONSULTANT AGREEMENT

This Amendment of a Consultant Agreement by and between the Housing Authority of the City of Alameda, public body, corporate and politic (hereinafter "AHA") and Aleshire & Wynder LLP, a California Limited Liability Partnership, whose address is 18881 Von Karman Avenue, suite 1700, Irvine, CA 92612 (hereinafter "Consultant"), made with reference to the following:

RECITALS

- A. On January 21, 2020, a Consultant Agreement was entered into by and between AHA and Consultant.
- B. The Original Consultant Agreement limited the Compensation to Consultant to not exceed one hundred fifty thousand dollars and zero cents (\$150,000.00) for the initial three year term of the contract.
- C. The effective date of this agreement shall be September 16, 2021.
- D. All conditions of the Consultant Agreement will remain the same except as amended below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

The Compensation to Consultant will include an additional seventy five thousand dollars and zero cents (\$75,000.00), and the total not to exceed amount will be two hundred twenty five thousand dollars and zero cents (\$225,000.00).

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

Aleshire & Wynder LLP

Housing Authority of the City of Alameda

\_\_\_\_\_  
Fred Galante  
Equity Partner

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



**Housing  
Authority of the City of Alameda**

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

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701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: September 15, 2021

Re: Approve the Amended and Restated Promissory Notes on the AHA-AAHC Portfolio and Authorize the Executive Director, or her designee, to negotiate and execute the final Amendments

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**BACKGROUND**

In order to meet a HUD requirement, AHA has been in the process of transferring its properties to its affiliate corporation, the Alameda Affordable Housing Corporation.

Previously, Lincoln/Willow, Stanford House, China Clipper Plaza, Anne B. Diament, and Independence Plaza have been transferred. The properties Esperanza, Eagle Village, and Parrot Village transferred in July 2021. The structure of the transfers included a seller carryback loan from AHA to AAHC for the appraised value, to be paid from 75% of residual receipts from the operations of the properties. The promissory notes from Independence Plaza and Esperanza had an unnecessary delay in repayment that staff would like to correct. In addition, Eagle and Parrot were refinanced during the transfer and resulted with excess proceeds paid to AAHC. AHA wishes to update the promissory notes to accelerate the transfer of funds from operations and refinance proceeds.

**DISCUSSION**

The proposed amendments are very simple. In general, they provide that the seller carryback loan is paid twice yearly, with a mid-year estimate and a true-up calculation at the end of the fiscal year. The excess proceeds from the Eagle and Parrot refinance will be repatriated in total. Finally, the amendments clarify that the payments under the promissory notes should have begun within six months of transfer and allow for catch-up payments to be made to allow that to happen.

These amendments will be shared with the existing lenders for their approval. It is not anticipated that there will be any delays in obtaining approval.

**FISCAL IMPACT**





The refinance proceeds of approximately \$4.6 million will be repatriated to AHA from Eagle and Parrot Village. Cash payments estimated at \$2.2 million annually will be made more readily available to AHA from its portfolio properties for use for agency operations. These changes are in line with AHA's general policy to centralize funds for better financial control and strategic use. AAHC was created as a holding company for AHA's properties, and its financials are consolidated into AHA's audit as a blended component unit, so this is not a net change for that entity.

**CEQA**

Not applicable.

**RECOMMENDATION**

Approve the Amended and Restated Promissory Notes on the AHA-AAHC Portfolio and Authorize the Executive Director, or her designee, to negotiate and execute the final Amendments

**ATTACHMENTS**

1. 9-F Attach 1 DRAFT Amended and Restated Promissory Notes - First Page Only

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**AMENDED AND RESTATED PROMISSORY NOTE**  
**(Independence Plaza)**

\$34,200,000.00

September 1, 2021  
Alameda, California

FOR VALUE RECEIVED, the undersigned, Alameda Affordable Housing Corporation., a California nonprofit public benefit corporation (the "**Borrower**"), hereby promises to pay to the order of the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (together with its successors and assigns, the "**Authority**"), having an address at 701 Atlantic Avenue, in the City of Alameda, County of Alameda, California 94501, at the address of the Authority or at such other place or to such other person as may be designated in writing to the Borrower by the Authority, the sum of Thirty-Four Million Two Hundred Thousand and No/100ths Dollars (\$34,200,000.00) (the "**Loan**"), which amount includes principal only as set forth below in this Amended and Restated Promissory Note (this "**A&R Note**"). This A&R Note amends, restates and replaces in its entirety that certain Promissory Note, dated as of March 12, 2020, executed by the Borrower, in favor of the Authority.

1. Purpose. This A&R Note evidences the obligation of the Borrower to pay the Authority the principal amount of Thirty-Four Million Two Hundred Thousand and No/100ths Dollars (\$34,200,000.00), for the funds loaned to the Borrower by the Authority for the acquisition of Independence Plaza, located at 703 Atlantic Avenue, in the City of Alameda, County of Alameda, California (the "**Property**").

2. Security. This A&R Note is secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**"), dated as of even date herewith, recorded against the Property under which the Borrower is the Trustor and the Authority is the Beneficiary.

3. Terms of Payment.

a. Term. The term (the "**Term**") of this A&R Note shall commence with the date of this A&R Note and shall expire thirty (30) years from the date of this A&R Note.

b. Interest. The Loan shall bear no interest.

c. Repayment. Commencing on ~~January 15, 2022~~ July 15, 2020, and on January 15 and July 15 of each fiscal year thereafter through the end of the Term, the Borrower shall make semi-annual payments on the Loan from seventy-five percent (75.00%) of Residual Receipts from the prior fiscal year. Payments due on January 15 of each fiscal year shall be a reasonable estimate of seventy-five percent (75.00%) of then-available Residual Receipts for the existing fiscal year, and payments due on July 15 shall be for the remainder of seventy-five percent (75.00%) of actual undistributed Residual Receipts from the prior fiscal year. Payments

**AMENDED AND RESTATED PROMISSORY NOTE**  
**(Esperanza)**

\$19,100,000.00

September 1, 2021  
Alameda, California

FOR VALUE RECEIVED, the undersigned, Alameda Affordable Housing Corporation., a California nonprofit public benefit corporation (the "**Borrower**"), hereby promises to pay to the order of the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (together with its successors and assigns, the "**Authority**"), having an address at 701 Atlantic Avenue, in the City of Alameda, County of Alameda, California 94501, at the address of the Authority or at such other place or to such other person as may be designated in writing to the Borrower by the Authority, the sum of Nineteen Million One Hundred Thousand and No/100ths Dollars (\$19,100,000.00) (the "**Loan**"), which amount includes principal only as set forth below in this Amended and Restated Promissory Note (this "**A&R Note**"). This A&R Note amends, restates and replaces in its entirety that certain Promissory Note, dated as of July 1, 2021, executed by the Borrower, in favor of the Authority.

1. Purpose. This A&R Note evidences the obligation of the Borrower to pay the Authority the principal amount of Nineteen Million One Hundred Thousand and No/100ths Dollars (\$19,100,000.00), for the funds loaned to the Borrower by the Authority for the acquisition of Esperanza, located at 1905 Third Street, in the City of Alameda, County of Alameda, California (the "**Property**").

2. Security. This A&R Note is secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**"), dated as of even date herewith, recorded against the Property under which the Borrower is the Trustor and the Authority is the Beneficiary.

3. Terms of Payment.

a. Term. The term (the "**Term**") of this A&R Note shall commence with the date of this A&R Note and shall expire thirty (30) years from the date of this A&R Note.

b. Interest. The Loan shall bear no interest.

c. Repayment. Commencing on January 15, 2021, and on January 15 and July 15 of each fiscal year thereafter through the end of the Term, **the Borrower shall make semi-annual payments on the Loan from seventy-five percent (75.00%) of Residual Receipts from the prior fiscal year. Payments due on January 15 of each fiscal year shall be a reasonable estimate of seventy-five percent (75.00%) of then-available Residual Receipts for the existing fiscal year, and payments due on July 15 shall be for the remainder of seventy-five percent (75.00%) of actual undistributed Residual Receipts from the prior fiscal year.** Payments under this A&R

**AMENDED AND RESTATED PROMISSORY NOTE**  
**(Eagle Village)**

\$12,650,000.00

September 1, 2021  
Alameda, California

FOR VALUE RECEIVED, the undersigned, Alameda Affordable Housing Corporation., a California nonprofit public benefit corporation (the "**Borrower**"), hereby promises to pay to the order of the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (together with its successors and assigns, the "**Authority**"), having an address at 701 Atlantic Avenue, in the City of Alameda, County of Alameda, California 94501, at the address of the Authority or at such other place or to such other person as may be designated in writing to the Borrower by the Authority, the sum of Twelve Million Six Hundred Fifty Thousand and No/100ths Dollars (\$12,650,000.00) (the "**Loan**"), which amount includes principal only as set forth below in this Amended and Restated Promissory Note (this "**A&R Note**"). This A&R Note amends, restates and replaces in its entirety that certain Promissory Note, dated as of July 15, 2021, executed by the Borrower, in favor of the Authority.

1. Purpose. This A&R Note evidences the obligation of the Borrower to pay the Authority the principal amount of Twelve Million Six Hundred Fifty Thousand and No/100ths Dollars (\$12,650,000.00), for the funds loaned to the Borrower by the Authority for the acquisition of Eagle Village, located at 721-747 Eagle Avenue, in the City of Alameda, County of Alameda, California (the "**Property**").

2. Security. This A&R Note is secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**"), dated as of even date herewith, recorded against the Property under which the Borrower is the Trustor and the Authority is the Beneficiary.

3. Terms of Payment.

a. Term. The term (the "**Term**") of this A&R Note shall commence with the date of this A&R Note and shall expire thirty (30) years from the date of this A&R Note.

b. Interest. The Loan shall bear no interest.

c. Repayment. On December 1, 2021, the Borrower shall make a lump sum payment on the Loan in the amount of One Million Nine Hundred Ninety Thousand Three Hundred Eighty-Three and 96/100ths Dollars (\$1,990,383.96). Thereafter, commencing on July 1, 2021<sup>2</sup>, and on July 1 of each fiscal year thereafter through the end of the Term, the Borrower shall make semi-annual payments on the Loan from seventy-five percent (75.00%) of Residual Receipts from the prior fiscal year. Payments due on January 15 of each fiscal year shall be a reasonable estimate of seventy-five percent (75.00%) of then-available Residual

~~Receipts for the existing fiscal year, and payments due on July 15 shall be for the remainder of seventy-five percent (75.00%) of actual undistributed Residual Receipts from the prior fiscal year. the Borrower shall make payments on the Loan from seventy five percent (75.00%) of Residual Receipts from the prior fiscal year.~~ Payments under this A&R Note shall be made in lawful money of the United States of America. The Borrower shall provide the Authority with any documentation reasonably requested by the Authority to substantiate the determination of the Borrower of the payments due. The balance of the Loan, if any, shall be due and payable at the end of the Term.

4. Definitions. Except as otherwise noted, the following definitions shall apply for purposes of this A&R Note:

(i) **"Affordable Housing Agreement"** means the Affordable Housing Agreement that will be recorded against the Property and restrict its use to affordable rental housing.

(ii) **"Annual Operating Expenses"** means with respect to a particular fiscal year the following costs reasonably and actually incurred for operation and maintenance of the Property to the extent that they are consistent with the annual operating budget for the Property approved in advance by the Authority and an annual independent audit performed by a certified public accountant using generally accepted accounting principles:

- (A) property taxes and assessments imposed on the Property, if any;
- (B) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash) on loans associated with the Property and approved by the Authority;
- (C) property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry and pursuant to a management contract approved by the Authority;
- (D) asset management fees and property management fees payable to any partner or affiliate of the Borrower, if any;
- (E) premiums for property damage and liability insurance;
- (F) utility services not paid for directly by tenants, including water, sewer, and trash collection;
- (G) maintenance and repair;
- (H) any annual license or Certificate of Occupancy fees required for operation of the Property;
- (I) security services;

**AMENDED AND RESTATED PROMISSORY NOTE**  
**(Parrot Village)**

\$6,500,000.00

September 1, 2021  
Alameda, California

FOR VALUE RECEIVED, the undersigned, Alameda Affordable Housing Corporation., a California nonprofit public benefit corporation (the "**Borrower**"), hereby promises to pay to the order of the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (together with its successors and assigns, the "**Authority**"), having an address at 701 Atlantic Avenue, in the City of Alameda, County of Alameda, California 94501, at the address of the Authority or at such other place or to such other person as may be designated in writing to the Borrower by the Authority, the sum of Six Million Five Hundred Thousand and No/100ths Dollars (\$6,500,000.00) (the "**Loan**"), which amount includes principal only as set forth below in this Amended and Restated Promissory Note (this "**Note**"). This A&R Note amends, restates and replaces in its entirety that certain Promissory Note, dated as of July 15, 2021, executed by the Borrower, in favor of the Authority.

1. Purpose. This A&R Note evidences the obligation of the Borrower to pay the Authority the principal amount of Six Million Five Hundred Thousand and No/100ths Dollars (\$6,500,000.00), for the funds loaned to the Borrower by the Authority for the acquisition of Parrot Village, located at 1850-1876 Wood Street, 1853-1880 Chapin Street, and 1851-1899 St. Charles Street, in the City of Alameda, County of Alameda, California (the "**Property**").
2. Security. This A&R Note is secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**"), dated as of even date herewith, recorded against the Property under which the Borrower is the Trustor and the Authority is the Beneficiary.
3. Terms of Payment.
  - a. Term. The term (the "**Term**") of this A&R Note shall commence with the date of this A&R Note and shall expire thirty (30) years from the date of this A&R Note.
  - b. Interest. The Loan shall bear no interest.
  - c. Repayment. On December 1, 2021, the Borrower shall make a lump sum payment on the Loan in the amount of Two Million Seven Hundred Forty-Eight Thousand Six Hundred Twenty-Five and 46/100ths Dollars (\$2,748,625.46). Thereafter, commencing on July 1, 2021~~2~~, and on July 1 of each fiscal year thereafter through the end of the Term, the Borrower shall make semi-annual payments on the Loan from seventy-five percent (75.00%) of Residual Receipts from the prior fiscal year. Payments due on January 15 of each fiscal year shall be a reasonable estimate of seventy-five percent (75.00%) of then-available Residual Receipts for the existing fiscal year, and payments due on July 15 shall be for the remainder of



**Housing  
Authority of the City of Alameda**

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Cheley Quiambao, Asset Manager

Date: September 15, 2021

Re: Authorize the Executive Director or Designee to Negotiate a Consent for Breakers at Bayport, L.P. 15- Year Limited Partner Exit- Transfer of Interest and Substitution of Limited Partner with Resources for Community Development (RCD)

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**BACKGROUND**

The Breakers at Bayport, L.P. was formed as a limited partnership in March 2004 to acquire, develop, own, and operate a 52-unit Low Income Housing Tax Credit (LIHTC) development for families. It is located at 459 Neptune Gardens Avenue, Alameda, California, which is currently operating under the name of the Breakers at Bayport Apartments (Project). The project was placed in service in March 2006. The tax credit allocation year is December 2003.

The project is managed by its General Partner, Resources for Community Development (RCD), a California nonprofit public benefit corporation. Its limited partner is U.S Bank. Property management services are provided by John Stewart Company, and resident services are provided by RCD.

The project was built on land owned by and leased from the Housing Authority of the City of Alameda (AHA). Under the terms of the lease, title to the improvements reverts to the Lessor (AHA) at the end of the 75-year lease. The lease requires annual payment of \$1 and will expire in March 2078.

**DISCUSSION**

Resources and Community Development (RCD) submitted a request to AHA to consent to the limited partner's 15- year exit. The current limited partner, U.S. Bank, is exiting the limited partnership for \$1 and will also leave all the cash reserves (\$611K as of December 31, 2020) with the partnership. US Bank is transferring their ownership interests to 112 Alves Lane, Inc., a wholly controlled affiliate of Resources for Community Development, (which also has an ownership interest in Shinsei Gardens



and Park Alameda.)

The project has current loans with the California Housing Finance Agency (CalHFA), California Department of Housing and Community Development (CHCD), Housing Authority of the City of Alameda (AHA), City of Alameda, County of Alameda, and Bank of Marin (formerly Bank of Alameda Federal Home Loan Bank).

Position	Lender/ Loan	Principal Amount	Interest Rate	Due Date	Payment Terms
1	CalHFA	\$2,100,000	5.25%	October 2036	Monthly payment of \$11,596
2	CHCD MHP	\$3,093,103	3%	September 2061	Annual payment of .42% plus residual receipts
3	AHA CIC	\$1,408,790	0%	January 2059	Balloon payment at the end of the term
4	City of Alameda HOME	\$ 400,000	0%	June 2062	Balloon payment at the end of the term
5	County of Alameda HOME	\$ 385,792	3%	August 2059	Deferred to August 2021, annual payment of residual receipts
6	FHLB AHP	\$ 229,500	0%	October 2059	Balloon payment at the end of the term

AHA holds third position in terms of the loans due to its Community Improvement Commission of the City of Alameda Loan. The loan amount is \$1,408,780, with 0% interest, and with no required payments. The entire loan amount is payable at the end of the 55-year term in January 2059. Staff intends to negotiate payments from residual receipts when the project refinances or restructures.

**FISCAL IMPACT**

None, except for staff time and minimal legal fees for review of documents.

**CEQA**

n/a

**RECOMMENDATION**

Authorize the Executive Director or Designee to Negotiate a Consent Breakers at Bayport, L.P. 15- Year Limited Partner Exit- Transfer of Interest and Substitution of Limited Partner with Resources for Community Development (RCD).

**ATTACHMENTS**

1. Breakers-Ownership structure, pre- and post-LP transfer
2. USBCDC Breakers at Bayport Second Amendment to LPA 2021-0723



3. USBCDC Breakers at Bayport Assignment and Assumption Agreement 2021-0723
4. AHA CIC Consent to Limited Partner Exit

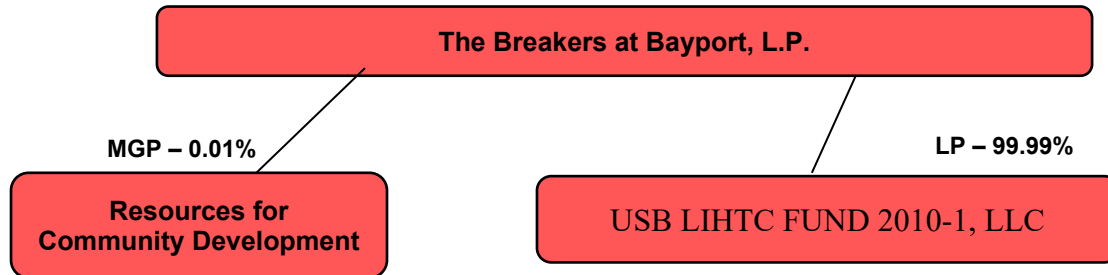
Respectfully submitted,

A handwritten signature in black ink that reads "Cheley Quiambao". The signature is written in a cursive, flowing style.

Cheley Quiambao, Asset Manager

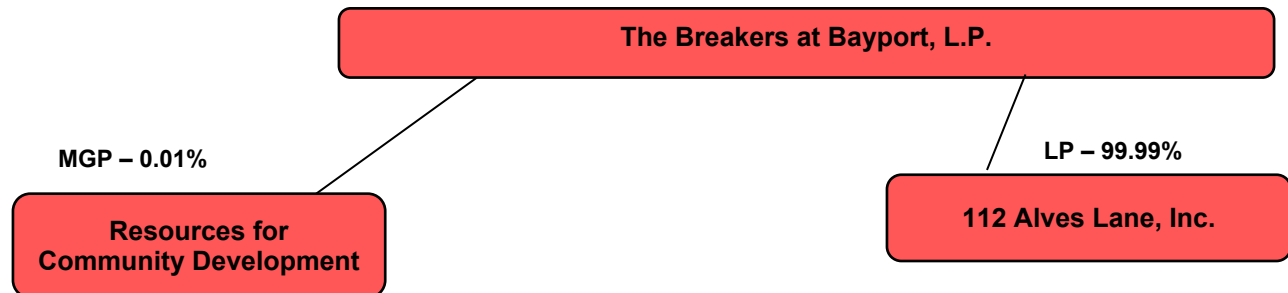
**Ownership structure – pre and post-acquisition**

**Pre-acquisition:**



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**Post-acquisition:**



**THE BREAKERS AT BAYPORT, L.P.  
A CALIFORNIA LIMITED PARTNERSHIP**

**SECOND AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP**

This Second Amendment to Amended and Restated Agreement of Limited Partnership (this "**Amendment**") dated as of [DATE], 2021 (the "**Effective Date**") by and among Resources for Community Development, a California non-profit public benefit corporation, as general partner (the "**General Partner**"), USB LIHTC Fund 2010-1, LLC, a Delaware limited liability company, as withdrawing limited partner (the "**Withdrawing Limited Partner**") and 112 Alves Lane, Inc., a California nonprofit public benefit corporation, as the substitute limited partner (the "**Substitute Limited Partner**").

**Recitals:**

The Breakers at Bayport, L.P., a California limited partnership (the "**Partnership**") was formed pursuant to the Certificate of Limited Partnership filed with the Secretary of State of the State of California on March 3, 2004 and that certain Partnership Agreement of the Partnership dated March 3, 2004.

The Partnership is governed by that certain Amended and Restated Agreement of Limited Partnership of the Partnership dated as of August 23, 2004, as amended by that certain First Amendment thereto dated as of April 28, 2010 (as so amended, the "**Partnership Agreement**").

The Partnership owns and operates the multifamily affordable housing project known as The Breakers at Bayport Apartments located in Alameda, California (the "**Project**").

The Withdrawing Limited Partner desires to transfer all of its right, title and interest in and to the Partnership (the "**Interest**") to the Substitute Limited Partner, pursuant to that certain Agreement for Transfer and Assignment of Limited Partnership Interests by and among the Partnership, the General Partner, the Withdrawing Limited Partner and the Substitute Limited Partner dated of even date herewith (the "**Assignment**").

As a material inducement and condition precedent to the Withdrawing Limited Partner entering into this Agreement and the Assignment, the Withdrawing Limited Partner requires that the Substitute Limited Partner and the General Partner each execute a Compliance and Indemnity Agreement dated of even date herewith (the "**Compliance Agreement**") for the benefit of the Withdrawing Limited Partner.

The purpose of this Amendment is to (i) effectuate the withdrawal of the Withdrawing Limited Partner as a Limited Partner of the Partnership; (ii) effectuate the admission of the Substitute Limited Partner as a Substitute Limited Partner in the place and stead of the Withdrawing Limited Partner and (iii) continue the Partnership as currently existing without any other changes in the Partnership Agreement, except as provided herein.

Accordingly, in consideration of the foregoing, of the mutual covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

**Agreement:**

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Partnership Agreement.
2. **General Partner Consent.** The General Partner hereby confirms and acknowledges that:

(a) the requirements of the Partnership Agreement for the admission of the Substitute Limited Partner to the Partnership as a Partner have been met or are otherwise waived;

(b) the transactions giving rise to this Amendment are not in violation of, or contravention with, any of the provisions of the Partnership Agreement; and

(c) the Withdrawing Limited Partner has fully and completely satisfied all of its obligations (financial or otherwise) under the Partnership Agreement as Limited Partner, including, without limitation, the payment of capital contributions pursuant to [Section 3.2(b)] of the Partnership Agreement and any other provision of the Partnership Agreement.

By execution of this Amendment, the General Partner evidences its consent to the transfer by the Withdrawing Limited Partner of all of its Interest in the Partnership to the Substitute Limited Partner, the admission of the Substitute Limited Partner as a Partner of the Partnership, and the withdrawal of the Withdrawing Limited Partner from the Partnership.

3. **Assignment, Assumption, and Allocations.** The parties hereby agree that, as of the Effective Date, (i) the Withdrawing Limited Partner shall withdraw and cease to be a Partner of the Partnership or to hold any Interest in the Partnership; (ii) the Substitute Limited Partner shall be admitted as a Partner of the Partnership, succeeding to the entire Interest of the Withdrawing Limited Partner; and (iii) the Substitute Limited Partner agrees to assume and discharge all of the Withdrawing Limited Partner's obligations under the Partnership Agreement arising or accruing on or after the Effective Date, and agrees to be bound by the provisions of the Partnership Agreement, as modified by this Amendment; provided, however, that solely for purposes of allocating the profits, losses and tax credits (collectively, the "**Tax Benefits**") between the Withdrawing Limited Partner and the Substitute Limited Partner under Article VII of the Partnership Agreement, such allocations shall be made in accordance with Section 9(e) of the Assignment, and Capital Proceeds from a capital event if such capital event occurred before the Effective Date, even if such Capital Proceeds are distributable on or after the Effective Date.

4. **References to Limited Partner.** As of the Effective Date, all references to the "Limited Partner" in the Partnership Agreement shall refer to the Substitute Limited Partner in the place and stead of the Withdrawing Limited Partner.

5. **Amendments.**

(a) The definition of the term "Limited Partner" in Section 2.1 of the Partnership Agreement is hereby amended to read as follows:

"*Limited Partner*" means 112 Alves Lane, Inc., a California nonprofit public benefit corporation.

(b) The name and address of the Limited Partner in Exhibit A-6 of the Partnership Agreement is hereby deleted in its entirety and the following is substituted therefor:

112 Alves Lane, Inc.  
c/o Resources for Community Development  
2220 Oxford Street  
Berkeley, CA 94704

with a copy to:

Gubb & Barshay LLP  
505 14<sup>th</sup> Street, Suite 450  
Oakland, CA 94612

Attention: Nicole Kline

(c) By execution of this Amendment, the current **Exhibit A** of the Partnership Agreement is hereby deleted and replaced in its entirety by the attached new **Exhibit A**, which reflects the withdrawal of the Withdrawing Limited Partner and the admission of the Substitute Limited Partner as a Partner of the Partnership.

6. **Requisite Consents.** The General Partner and the Substitute Limited Partner represent and warrant that the General Partner, the Partnership, and the Substitute Limited Partner have obtained all necessary consents and approvals from lenders, governmental entities, and all other interested parties for the admission of the Substitute Limited Partner to the Partnership and for the withdrawal of the Withdrawing Limited Partner from the Partnership.

7. **Filings.** The General Partner shall make all filings and take all actions required under the laws of California to effectuate the withdrawal of the Withdrawing Limited Partner from the Partnership, and the admission of the Substitute Limited Partner to the Partnership, as set forth in this Amendment.

8. **Partnership Not Terminated.** The parties hereto acknowledge that the parties do not intend to terminate the Partnership hereby; the General Partner and the Substitute Limited Partner intend to continue the Partnership under applicable law.

9. **Release.** Each of the General Partner (on behalf of itself, all of its principals and affiliates and the Partnership), and the Substitute Limited Partner by execution of this Amendment, hereby remises, releases and forever discharges the Withdrawing Limited Partner and its shareholders, members, partners, managers, general partners, directors, officers, employees, agents and any of their successors or assigns (collectively, the "**Withdrawing Parties**"), from any and all losses, liabilities, damages, interest, penalties, costs or expenses including reasonable attorney's and accountant's fees and expenses, claims, actions, or causes of action, known or unknown, asserted or unasserted (collectively, "**Loss**"), which they or the Partnership may have relating to or growing out of any action or inaction taken or not taken by the Withdrawing Limited Partner prior to the Effective Date under the terms of the Partnership Agreement or with respect to the Interest, the Project or the Partnership.

10. **Indemnification.** Each of the General Partner (on behalf of itself, all of its principals and affiliates and the Partnership) and the Substitute Limited Partner hereby agrees to indemnify and hold the Withdrawing Parties harmless from and against any Loss incurred by reason of (a) any and all claims made by the Partnership or any of its Partners that the Withdrawing Limited Partner has failed to comply fully with and/or perform all obligations (financial or otherwise) under the Partnership Agreement or (b) the General Partner's breach of any representation, warranty, covenant, indemnification obligation, or agreement in this Amendment or the Partnership Agreement. Notwithstanding any transfer of the Withdrawing Limited Partner's Interest to the Substitute Limited Partner and the admission of the Substitute Limited Partner into the Partnership, the General Partner and Substitute Limited Partner and each indemnitor under the Partnership Agreement or the Transfer Documents shall remain directly liable to the Withdrawing Parties and shall not be released from any obligations to the Withdrawing Parties under the Partnership Agreement, for matters accruing before the date of such sale and assumption or dissolution of the Partnership. The parties hereto agree that neither the Partnership nor any of its Partners shall have any recourse to the Withdrawing Parties under any circumstances whatsoever for any obligations or duties under the Partnership Agreement.

11. **Tax Credit Recapture.** The General Partner hereby agrees that it will at all times indemnify, and keep indemnified, and hold and save harmless, on an After-Tax Basis, the Withdrawing Limited Partner from and against any Loss, which the Withdrawing Limited Partner sustains or incurs by reason or in connection with any payment to the Internal Revenue Service for any reduction, disallowance, reallocation or recapture of the Credits.

12. **Waiver of Opinion Requirement.** The parties hereto agree that notwithstanding anything to the contrary in the Partnership Agreement, no opinion of counsel shall be required in connection with this Amendment.

13. **Costs.** All Costs (as defined in the Assignment) shall be paid for in accordance with the terms of the Assignment.

14. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be delivered by facsimile machine copy of an original signature, or by scanned copy of an original signature in .pdf format, and such copy shall constitute an original for all purposes.

15. **Entire Agreement.** This Amendment contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Amendment.

16. **Future Cooperation.** Each of the parties hereto agrees to cooperate at all times from and after the Effective Date with respect to all of the matters described herein, and to provide any tax return for the Partnership or execute further assignments, releases, assumptions, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Amendment.

17. **Governing Law and Venue.** It is the intention of the parties hereto that all questions with respect to the construction, enforcement, and interpretation of this Amendment and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the California without regard to principles of conflicts of laws.

18. **Ratification.** Except as otherwise specifically provided herein, all other terms and conditions of the Partnership Agreement shall remain in full force and effect and are hereby ratified and confirmed in all respects by the parties hereto.

19. **Separability.** This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Amendment or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the applications of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Amendment or the application thereof shall be held invalid or unenforceable by a final judgment of a court of competent jurisdiction, the parties agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

20. **Successors and Assigns.** Once executed by all parties hereto, this Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective spouses, heirs, executors and administrators, personal and legal representatives, successors and assigns.

21. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER OPPORTUNITY FOR CONSULTATION WITH INDEPENDENT COUNSEL, WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR OBLIGATIONS (A) UNDER THIS AMENDMENT, (B) ARISING FROM THE FINANCIAL RELATIONSHIP BETWEEN THE PARTIES EXISTING IN CONNECTION WITH THIS AMENDMENT OR ANY OTHER DOCUMENT OR (C) ARISING FROM ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENT (VERBAL OR WRITTEN) OR ACTION OF THE PARTIES IN CONNECTION WITH SUCH FINANCIAL RELATIONSHIP. NO PARTY HERETO WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED

WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE WITHDRAWING LIMITED PARTNER TO ENTER INTO THIS AMENDMENT.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, this Second Amendment has been executed to be effective as of the Effective Date.

GENERAL PARTNER:

**RESOURCES FOR COMMUNITY DEVELOPMENT,**  
a California non-profit public benefit corporation

By: \_\_\_\_\_  
Name: Daniel Sawislak  
Title: Executive Director

SUBSTITUTE LIMITED PARTNER:

**112 ALVES LANES, INC.,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Daniel Sawislak  
Title: Executive Director

WITHDRAWING LIMITED PARTNER:

**USB LIHTC FUND 2010-1, LLC,** a Delaware limited liability company

By: U.S. Bancorp Community Development Corporation, a Minnesota Corporation, its Managing Member

By: \_\_\_\_\_  
Name: Oliver Olsen  
Title: Officer

[Signature page 1 of 1 of Second Amendment to Amended and Restated Agreement of Limited Partnership]



**THE BREAKERS AT BAYPORT, L.P.**  
**SECOND AMENDMENT TO AMENDED AND RESTATED**  
**AGREEMENT OF LIMITED PARTNERSHIP**  
**EXHIBIT A**

<b><u>Partner and Address</u></b>	<b><u>Percentage Interest</u></b>
<b>General Partner</b> Resources for Community Development 2220 Oxford Street Berkeley, CA 94704 Attention: Executive Director Tel: (510) 841-4410 Email: DSawislak@rcdhousing.org	0.01%
<b>Limited Partner</b>  112 Alves Lane, Inc. 2220 Oxford Street Berkeley, CA 94704 Attention: Executive Director Tel: (510) 841-4410 Email: DSawislak@rcdhousing.org _____	99.99%

## AGREEMENT FOR TRANSFER AND ASSIGNMENT OF LIMITED PARTNERSHIP INTERESTS

THIS AGREEMENT, FOR TRANSFER AND ASSIGNMENT OF LIMITED PARTNERSHIP INTERESTS (this "Agreement") is made as of **[DATE]**, 2021 by and among USB LIHTC Fund 2010-1, LLC a Delaware limited liability company, as assignor (the "Assignor"), 112 Alves Lane, Inc., a California nonprofit public benefit corporation, as assignee (the "Assignee") and Resources for Community Development, a California non-profit public benefit corporation, as general partner (the "General Partner") of The Breakers at Bayport, L.P. a California limited partnership (the "Partnership").

WHEREAS, Assignor is the limited partner in the Partnership and owns a 99.99% limited partnership interest in the Partnership and General Partner is the sole general partner of the Partnership;

WHEREAS, the Partnership is governed by that certain Amended and Restated Agreement of Limited Partnership dated August 23, 2004 as amended by that certain First Amendment thereto dates as of April 28, 2010 (as so amended, the "Partnership Agreement").

WHEREAS, the Partnership was formed to develop, own and operate that certain Project known as The Breakers at Bayport Apartments (the "Project") that generates or has generated low-income housing tax credits ("Tax Credits") under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Assignor desires to assign, and Assignee desires to accept the assignment of Assignor's entire limited partnership interest in the Partnership;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein have the meaning given such terms in the Partnership Agreement.

(a) "Compliance and Indemnity Agreement" has the meaning given such term in Section 2 of this Agreement and attached hereto as Exhibit B.

(b) "Compliance Period" has the meaning given such term is Section 42(i) of the Code, which the parties agree expires or expired on December 31, 2020.

(c) "Costs" means, collectively, the Purchase Price (as defined herein) and all of Assignor's closing costs and legal fees associated with this Agreement not to exceed \$5,000.

(d) "Extended Use Agreement" means any recorded use and occupancy restrictions (including the applicable extended use agreement with the State Agency pursuant to Section 42(h)(6)(B) of the Code).

(e) "IRS" means the Internal Revenue Service.

(f) "OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

(g) “Project Documents” means, with respect to the Project (and, in each case, in effect as of the applicable date of determination), (i) any Extended Use Agreement, (ii) the reservation letter and any carryover allocation with respect to Tax Credits, and any related documents, including any documents establishing terms for participation in a program administered by the applicable State Agency or related to the status of the Project as a low-income Section 42 affordable housing project (including, without implied limitation, the tenant income and rent restrictions applicable to the Project pursuant to Section 42), (iii) all loan documents evidencing any indebtedness of the Partnership, (iv) all documents included in the definition of “Project Documents” set forth in the Partnership Agreement, (v) any guaranty, development agreement, fee agreement or other document affecting the obligations and rights of the partners of the Partnership, and (vi) any and all other material documents affecting the obligations and rights of the partners of the Partnership.

(h) “State Agency” means, with respect to any Project, the housing credit agency (as defined in Section 42(h)(8)(A) of the Code) having jurisdiction over the Project.

(i) “Tax Credit Recapture Amounts” means the sum of: (i) any shortfall, disallowance or recapture resulting from a violation of Section 42 of the Code of any Tax Credits allocated to and claimed by Assignor under the Partnership Agreement, (ii) any penalties or interest imposed by the IRS, the State Agency or any other governmental agency in connection with the shortfall, disallowance or recapture resulting from a violation of Section 42 of the Code of such Tax Credits allocated to and claimed by Assignor under the Partnership Agreement, and (iii) any reasonable out of pocket costs actually incurred by Assignor in connection with the determination, contest or collection of amounts described in (i) or (ii).

(j) “Tax Credit Obligations” means, with respect to any Project: (i) all requirements pursuant to and under Section 42 of the Code that must be satisfied in order to receive and maintain Tax Credits for the Project consistent with the applicable Project Documents, (ii) all obligations pursuant to and under the Project Documents, (iii) all other applicable federal, state or local affordable housing laws, regulations and other requirements relating to the Project, (iv) all requirements of any lenders to the Partnership, and (v) any rules, regulations, policies or contractual obligations enforced by the applicable state agency and applicable to the Project through the State Agency’s Tax Credits program.

(k) “Transfer Date” means [DATE]. 2021.

(l) “Transferred Interest” means Assignor’s entire interest as a limited partner in the Partnership, together with all rights and privileges associated therewith including, without limitation, all rights to Cash Flow, Tax Credits, Profits and Losses, allocations and distributions of the Partnership accruing from and after the Transfer Date; (ii) all management, voting and other rights under the Partnership Agreement, to the extent of such rights, if any; and (iii) all of Assignor’s capital accounts in the Partnership.

2. Transfer and Assignment. Assignor hereby transfers and assigns the Transferred Interest (and each and every right and interest therein) to Assignee, to be effective as the Transfer Date in consideration of the Purchase Price (as hereinafter defined) and the delivery to Assignor of that certain Compliance and Indemnity Agreement, the covenants herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged. Assignor hereby withdraws from the Partnership. Assignee hereby accepts assignment of the Transferred Interest, agrees to be admitted to the

Partnership as a "Substitute Limited Partner" in accordance with Section 10.2 of the Partnership Agreement with respect to the Transferred Interest, agrees to be bound by all the terms, covenants, and conditions of the Partnership Agreement, and hereby assumes all of Assignor's duties and obligations, existing, contingent or otherwise, relating to the Transferred Interest under the Partnership Agreement arising on or after the Transfer Date.

3. Amendment. This transfer and assignment shall be further evidenced by an amendment to the Partnership Agreement (the "Amendment"), a copy of which is attached hereto as Exhibit A, dated as of the Transfer Date, in form and substance acceptable to Assignor and Assignee.

4. Purchase Price. The aggregate purchase price ("Purchase Price") for the Transferred Interest is ONE DOLLAR (\$1.00). In addition, the General Partner shall cause the Partnership, on behalf of the Assignee, to pay Assignor's legal fees and asset management fee for 2021 in the aggregate amount of Eight Thousand Four Hundred Sixty-One AND NO/100 DOLLARS (\$8,461.00) (the "Outstanding Fees"). On the Transfer Date, the Partnership, on behalf of the Assignee, shall pay the Purchase Price and Outstanding Fees to Assignor or Assignor's designee by wire transfer of immediately available funds to an account designated by Assignor.

5. Closing Conditions. Notwithstanding the signature of Assignor below, this Agreement shall not be effective or enforceable until the latest of: (a) receipt by Assignor of the Costs by wire transfer of immediately available funds to an account designated by Assignor; provided, however, the Costs attributable to the legal fees will be paid directly from the Assignee to Kutak Rock LLP; and (b) receipt by the Partnership, General Partner, Assignor and Assignee of original executed signatures by each of the of the parties to this Agreement, the Compliance and Indemnity Agreement and the Amendment. In the event the above conditions to closing do not occur for any reason on or before **[DATE, 2021]**, this Agreement shall be null and void, and nothing contained herein shall constitute a waiver or defense of any duty or obligation by any party under the Partnership Agreement or under any of the Project Documents.

6. Representations, Warranties and Covenants of Assignor. Assignor represents, warrants and covenants the following to Assignee and for the additional benefit of the Partnership:

(a) The Assignor is duly and validly organized, validly existing and in good standing as a Minnesota corporation, with full power and authority to enter into this Agreement and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Assignor has been duly authorized and approved by all necessary corporate action on the part of Assignor and does not require any further authorization or consent of Assignor. This Agreement is the legal, valid and binding agreement of Assignor enforceable in accordance with its terms, except to the extent enforceability may be subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(c) The execution of this Agreement, the incurrence, and performance of the obligations set forth in this Agreement, and the consummation of the transactions contemplated by this Agreement do not violate in any material respect any applicable provisions of laws, codes or statutes, any order, judgment or decree of any court binding on Assignor, or any of its affiliates, any provision of any indenture, agreement, or other instrument to which Assignor or any of its

affiliates is a party or by which Assignor or the Transferred Interest is bound or affected (other than the Partnership Agreement).

(d) On the date hereof, Assignor is, and on the Transfer Date, Assignor will be, the sole owner of the Transferred Interest. To Assignor's actual knowledge, without inquiry, Assignor has good and marketable title to the Transferred Interest, free and clear of any liens, claims or encumbrances other than those incurred in connection with the Partnership Agreement or those about which Assignee or its affiliates have knowledge. Assignor has not entered into any written agreement to sell the Transferred Interest to any party other than Assignee. The Transferred Interests constitute the entire interests of Assignor in the Partnership.

(e) To Assignor's actual knowledge, without inquiry, there is no pending or threatened litigation against Assignor that would materially and adversely affect the ability of Assignor to transfer the Transferred Interest to Assignee.

(f) Assignor is not a "foreign person" within the meaning of Section 1445 of the Code; a person "which is not a United States Person" within the meaning of Section 1446 of the Code; a tax-exempt entity within the meaning of Section 168(h)(2) of the Code or a tax exempt controlled entity within the meaning of Section 168(h)(6) of the Code; a real estate investment trust subject to taxation under Subchapter M of the Code; an entity within the class described in Section 465(a)(1) of the Code; or a corporation subject to taxation under Subchapter S of the Code.

(g) Assignor has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transaction contemplated hereby.

7. Representations, Warranties and Covenants of Assignee, General Partner and the Partnership. Each of Assignee, the General Partner and the Partnership, on a joint and several basis, represents, warrants and covenants the following to Assignor:

(a) The Assignee is duly and validly organized, validly existing and in good standing as a California nonprofit public benefit corporation, with full power and authority to enter into this Agreement and perform its obligations hereunder. The General Partner is duly and validly organized, validly existing and in good standing as a California non-profit public benefit corporation with full power and authority to enter into this Agreement and perform its obligations hereunder. The Partnership is duly and validly organized, validly existing and in good standing as a California limited partnership, with full power and authority to enter into this Agreement and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by each of the Assignee, the General Partner and the Partnership has been duly authorized and approved by all necessary corporate action on the part of the Assignee, the General Partner and the Partnership, respectively, and does not require any further authorization or consent of the Assignee, the General Partner or the Partnership, respectively, or any of their respective members or partners. This Agreement is the legal, valid and binding agreement of the Assignee, the General Partner and the Partnership enforceable in accordance with its terms except to the extent enforceability may be subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(c) The execution of this Agreement, the incurrence and, performance of the obligations set forth in this Agreement, and the consummation of the transactions contemplated by this Agreement do not violate in any material respect any applicable provisions of any laws, codes or statutes, any order, judgment or decree of any court binding on the Assignee, the General Partner or the Partnership, or any of its affiliates, any provision of any indenture, agreement, or other instrument to which the Assignee, the General Partner, the Partnership or any of their respective affiliates is a party or by which the Assignee, the General Partner, the Partnership, any of their respective affiliates or the Transferred Interest is bound or affected.

(d) To Assignee's actual knowledge, without inquiry, there is no pending or threatened litigation against Assignee that would materially and adversely affect the ability of Assignee to acquire the Transferred Interest from Assignor.

(e) The Assignee and the General Partner, at their sole cost and expense, have obtained all approvals and/or consents, on behalf of themselves and the Partnership, that are necessary to effectuate the transaction contemplated herein, including any approvals or consents required under the Project Documents.

(f) The Assignee and the General Partner have been advised as follows:

THE TRANSFERRED INTEREST PURCHASED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS. THE TRANSFERRED INTEREST IS BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS CONTAINED IN THE SECURITIES ACT AND IN THE RULES AND REGULATIONS THEREUNDER, AND IN RELIANCE UPON EXEMPTIONS FROM APPLICABLE STATE SECURITIES LAWS. THE TRANSFERRED INTEREST CANNOT BE RESOLD OR OTHERWISE TRANSFERRED UNLESS IT IS REGISTERED UNDER THE SECURITIES ACT AND UNDER APPLICABLE STATE SECURITIES LAWS, OR UNLESS AN EXEMPTION FROM REGISTRATION THEREUNDER IS AVAILABLE.

(g) The Assignee is an "accredited investor" as that term is defined in Regulation D under the Securities Act of 1933 (the "Securities Act").

(h) The Assignee is not purchasing the Transferred Interest with a view to offering or selling the Transferred Interest in connection with any distribution (within the meaning of the Securities Act).

(i) The Assignee is not a "foreign person" within the meaning of Section 1445 of the Code; a person "which is not a United States Person" within the meaning of Section 1446 of the Code; a tax-exempt entity within the meaning of Section 168(h)(2) of the Code or a tax exempt controlled entity within the meaning of Section 168(h)(6) of the Code; a real estate investment trust subject to taxation under Subchapter M of the Code; an entity within the class described in Section 465(a)(1) of the Code; or a corporation subject to taxation under Subchapter S of the Code.

(j) None of the funds provided by the Assignee for this investment constitute assets of an employee benefit plan, as described in Section 3(3) of ERISA, in Section 4975(e)(1) of the Code, or in Department of Labor Regulation 29 CFT Sec. 2510.3-101.

(k) Assignee has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transaction contemplated hereby.

(l) None of (i) the Assignee; (ii) any affiliate of the Assignee; (iii) any person controlled by the Assignee; (iv) any person who owns a controlling interest in or otherwise controls the Assignee; (v) any person otherwise having a direct or indirect beneficial interest (other than with respect to an interest in a publicly traded entity) in the Assignee or (vi) any person for whom the Assignee is acting as agent or nominee in connection with this investment, is a country, territory, person, organization or entity named on an OFAC List (as defined below) or a prohibited country, territory, person, organization or entity under any economic sanctions program administered or maintained by OFAC (as defined below). The Assignee will maintain in effect and enforce policies and procedures designed to ensure compliance by the Assignee, its subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws (as defined below) and applicable Sanctions (as defined below). As used herein, (i) "OFAC List" means any list of prohibited countries, individuals, organizations and entities that is administered or maintained by OFAC, including: (a) Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), any related enabling legislation or any other similar executive orders, (b) the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation or (c) a "Designated National" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515; (ii) "OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control; (iii) "Anti-Corruption Laws" means all laws, rules and regulations of any jurisdiction applicable to the Assignee and its affiliated companies from time to time concerning or relating to bribery or corruption and (iv) "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

(m) The Assignor has fully performed all of its obligations under the Partnership Agreement. The Partnership, the General Partner and the Assignee hereby release, remise and forever discharge the Assignor from any and all obligations, duties, liabilities, claims, actions or causes of action, known or unknown, asserted or unasserted, which the Assignee, the General Partner, the Partnership and/or any other person or entity may have relating to or arising from any action or inaction taken or not taken by the Assignor under the terms of the Partnership Agreement or relating to Assignor's ownership of the Transferred Interest, except as may result from or be related to Assignor's gross negligence or willful misconduct.

(n) The Assignee intends to comply with any extended low income housing commitment described in Section 42(h)(6) of the Code which applies to the Project.

(o) The Assignee will indemnify, defend and hold the Assignor harmless from and against any and all claims, liabilities, damages, costs, fees, expenses and other obligations incurred or accrued on or after the Transfer Date, and arising in connection with or relating to the Assignor's ownership of the Transferred Interest, except as may result from or be related to Assignor's gross negligence or willful misconduct.

(p) The General Partner covenant and agree that they shall remain obligated for all liabilities, guaranties and obligations set forth in the Partnership Agreement, as applicable, and the

same are not released by virtue of the transactions contemplated by this Agreement and Assignor may continue to enforce the same, including without limitation, as though the Transfer Date had not occurred.

(q) Neither the Transferred Interest nor the Assignor's obligation to pay its Capital Contribution (to the extent payable) is pledged to any third party including, without limitation, to any lender to the Partnership, or to any lender to the General Partner or its Affiliates.

(r) The terms and provisions of Article X et. seq. of the Partnership Agreement are hereby deemed satisfied or waived. The General Partner consents to the withdrawal of the Assignor and to the admission of the Assignee in its place and stead. No other partners of the Partnership have the right to approve the transactions contemplated by this Agreement.

8. As-Is Assignment. Other than the representations and warranties expressly stated in this Agreement, Assignor, General Partner, the Partnership and Assignee each hereby acknowledge and agree that the Transferred Interest is being and shall be sold, transferred, assigned and conveyed to Assignee, and that Assignee shall acquire and accept the Transferred Interest in an AS-IS WHERE-IS condition, without (except to the extent otherwise expressly provided in this Agreement) any representations or warranties of any kind or nature, express or implied, oral or written, made by Assignor, or any agent, attorney, employee, partner, member or representative of Assignor. The General Partner, the Partnership and Assignee each hereby acknowledges and agrees that except to the extent expressly provided in this Agreement (i) neither Assignor nor any agent, attorney, employee, member or representative of Assignor has made any, and hereby makes no, warranty or representation of any kind, character or nature whatsoever, express or implied (ii) the General Partner, the Partnership and the Assignee each hereby disclaims any implied warranties regarding the Transferred Interest and (iii) no responsibility has been or is assumed by Assignor or any party acting on behalf of Assignor as to the Transferred Interest or the value of the Transferred Interest, expense of ownership of the Transferred Interest, income potential of the Transferred Interest or as to any other fact or condition which has affected or might affect the Transferred Interest or the condition, repair, value, expense of operation or income potential thereof. From and after the Transfer Date, Assignee agrees to assume all responsibility, liability and obligation for the ownership of the Transferred Interest. Assignee represents and warrants that it is a knowledgeable, experienced and sophisticated owner of limited partnership interests similar to the Transferred Interest, Assignee is an affiliate of the General Partner, and it is relying solely on (a) Assignor's representations and warranties expressly set forth in this Agreement, and (b) Assignee's own expertise in purchasing the Interests. Assignee acknowledges that all information obtained by Assignee will be obtained from a variety of sources and that, except to the extent expressly provided in this Agreement, Assignor will not be deemed to have represented or warranted the completeness, truth or accuracy of any of materials provided to Assignee or other information heretofore or hereafter furnished to Assignee. Each of the General Partner, the Partnership and the Assignee, with its counsel, has fully reviewed and approved the disclaimers, waivers and releases set forth in this Agreement.

In addition to the foregoing, Assignee acknowledges that affiliates of Assignee and the General Partner currently manage the Partnership and provide oversight of the Project. As such, Assignee assumes the risk of all information in the possession of Assignee, General Partner and their respective affiliates relating to the Partnership or the Project.

9. Reporting, On-Going Covenants, Tax Matters



(a) The General Partner and Assignee did maintain the Partnership as an entity in good standing under the laws of California, and as a partnership for tax purposes, through the end of the Compliance Period.

(b) Assignee and/or General Partner (as applicable) shall provide to Assignor all notices, certifications, correspondence and reports relating to the Tax Credit Obligations, including, without limitation, notice of any IRS audit, a copy of the Owner's Annual Certification for Low Income Tax Credits filed with the State Agency, copies of all State Agency compliance reviews and related correspondence and reports, notices of noncompliance and any IRS Form 8823 received by the Partnership, and the results of any REAC inspection. Additionally, the General Partner shall provide the 2021 audited financial statements of the Partnership or other documentation acceptable to Assignor. The General Partner shall not be obligated to deliver any other reports to the Assignor. Notwithstanding any other provision of this Agreement or the Partnership Agreement, the General Partner shall deliver, or cause to be delivered, sixty (60) days prior to the date the Partnership tax return is due for the last taxable year in which the Assignor was a partner, a draft federal income tax return and a Form K-1 for the Partnership for the taxable year ending on the Transfer Date for Assignor's review; and thereafter a filed version no later than ten (10) days prior to the date the Partnership tax return is due for the last taxable year in which the Assignor was a partner, incorporating Assignor's comments.

(c) The General Partner shall maintain all books and records and other items relating to the Project Documents and the Tax Credit Obligations at least through the end of a period ending six (6) years after the end of the Compliance Period for the Project or any longer period required by any Project Document or a Tax Credit Obligation. The General Partner shall make such books and records and other items available for inspection and copying by Assignor, upon request with reasonable notice, at any time during such period.

(d) The parties agree that the provisions governing the General Partner's obligations as the Partnership's tax matters partner, and Assignor's rights in the event of a tax contest, shall remain in force and in effect with respect to any taxable period for which Assignor was a partner in the Partnership until the limitations period, as that term is described in Section 6501 of the Code, has expired for the last taxable period for which Assignor is a partner in the Partnership. Notwithstanding anything to the contrary herein or in the Partnership Agreement, the General Partner shall serve as the "partnership representative" under Section 6223 of the Code (as in effect pursuant to the Bipartisan Budget Act of 2015, Pub L. No. 114-74 (the "Bipartisan Budget Act") and Daniel Sawislak shall serve as the "designated individual" pursuant to Code Section 301.6223-1(b)(3), and the General Partner shall take any and all action required under the Code or Treasury Regulations, as in effect from time to time, to designate (including on all applicable Partnership tax returns) itself the "partnership representative" and Daniel Sawislak as the "designated individual". Should the General Partner or "designated individual" be either: (i) removed or resign or no longer have the capacity to act; or (ii) fail to obtain the Consent of the Assignor as required by this Section 9(d) and to the extent permitted by the Code, the General Partner and/or "designated individual" shall take such actions as may be necessary or appropriate to resign as "partnership representative" and/or "designated individual" and to appoint a designee of the Assignor as the replacement "partnership representative" and/or "designated individual." To the extent permitted by the Code and Treasury Regulations, the General Partner, in its capacity as "partnership representative" shall be bound by the obligations and restrictions imposed on the Tax Matters Partner pursuant to the Partnership Agreement. Neither the Tax Matters Partner nor the "partnership representative" shall have the authority to make elections with respect to the revised

partnership audit rules or any Treasury Regulations thereunder without the prior Consent of the Assignor to the extent such election relates to, or arises from, the period during which the Assignor was a partner in the Partnership. The rights and obligations of all of the Partners under this Section 9(d) shall survive the disposition of the Assignor's interest pursuant to the Assignment and this Section 9(d) shall remain in full force and effect for so long as the IRS may be legally permitted to assess tax liability against the Assignor (its successors and assigns and its partners) in connection with a Tax Credit Recapture Amount.

(e) The allocation of income, gain, loss, credit and deduction as between Assignor and Assignee for income tax purposes, with respect to the Transferred Interest, shall be made utilizing the "closing of the books" method as of the Transfer Date.

(f) Assignee and the General Partner agree that, without consent of Assignor, which consent may be withheld in its sole and absolute discretion, neither Assignee nor the General Partner, on their own behalf or on behalf of the Partnership, shall file any income tax return or related filings (including any amendment to any income tax return or related filing), adopt any position for income tax purposes, agree to any settlement or accept any administrative proposal or determination made by the Internal Revenue Service or other applicable governmental authorities, in any such case if the consequence of the same reasonably could result in any Tax Credit Recapture Amounts. Assignee and the General Partner agree, and shall cause the Partnership, to allow the Assignor, at its own expense, to participate in any administrative or judicial proceedings involving the income tax positions with respect to the Partnership and Project if the consequence of the same could reasonably result in Tax Credit Recapture Amounts, and, if such participation is not permitted by law, the General Partner and Assignee agree that each will consult with the Assignor in the defense of any such administrative or judicial proceedings (including any administrative proceeding under Sections 6221 through 6234 of the Code), giving due consideration to the views of Assignor.

(g) Reserved.

(h) Reserved.

10. Transfer Taxes; General Indemnity. Assignor shall have no obligation for any costs, expenses or liabilities relating to the conveyance of the Transferred Interest, including real estate excise or transfer taxes due and owing as the result of the transactions contemplated in this Agreement and the same shall be the obligation of Assignee. Assignee and General Partner shall indemnify and hold Assignor harmless for, from and against any and all claims, demands, losses, damages, judgments, suits, actions and causes of action of any nature whatsoever (including but not limited to court costs and reasonable attorney fees) relating to the conveyance of the Transferred Interest, including those which are attributable to the failure to obtain any required consent, any real estate transfer taxes or excise taxes due and owing as the result of the transaction contemplated in this Agreement or to a breach of any representation, warranty or covenant made by the Assignee, the General Partner or the Partnership under this Agreement. Assignee shall be responsible for preparing and filing any required forms with respect to any tax for which it is responsible under this paragraph, whether required to report a tax due or to claim an exception. If any such form must, under applicable law, be signed or filed by Assignor, Assignee shall prepare such form and provide a completed form to Assignor for signature at least 10 days prior to the required filing date.

11. Tax Credit Compliance. Until the expiration of the Compliance Period the General Partner agrees to continue operating the Partnership in compliance with the Tax Credit Obligations. In addition,

General Partner shall execute and deliver as a condition of the consummation of the transactions contemplated in this Agreement the Compliance and Indemnity Agreement attached hereto.

12. Right of First Negotiation. It is the intent of the parties hereto that if the Partnership, the General Partner, Assignee, or any of their respective affiliates or designees (the "Obligated Parties") receive from the Tax Credit Agency a new allocation of low income housing tax credits with respect to the Project (the "Resyndicated Project"), then the Assignor or its designee shall have the right to bid to acquire a majority limited partner (or member) interest (an "Investor Interest") in the entity that will own the Resyndicated Project. The Obligated Parties hereby grant Assignor or its designee the right (but not the obligation) to submit bids for a period of ten (10) days after receipt of information sufficient to analyze the investment opportunity. The Obligated Parties may accept or reject any offer from the Assignor or its designees in their sole and absolute discretion.

13. Notices

Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, addressed to the party to be so notified as follows:

If Intended for Assignor:

USB LIHTC Fund 2010-1, LLC  
c/o U.S. Bancorp Community Development Corporation  
1307 Washington Avenue, Suite 300  
Mail Code: SL MO RMCD  
St. Louis, MO 63103  
Attn: Director of Asset Management  
Phone: (314) 335-2600  
Fax: (314) 335-2601

With a copy to:

U.S. Bancorp Community Development Corporation  
1307 Washington Avenue, Suite 300  
Mail Code: SL MO RMCD  
St. Louis, MO 63103  
Attn: Director of Syndication  
Phone: (314) 335-2600  
Fax: (314) 335-2601

And:

Kutak Rock LLP  
Attn: Jill H. Goldstein  
1650 Farnam Street  
Omaha, NE 68102

If Intended for Assignee

112 Alves Lane, Inc.  
c/o Resources for Community Development  
2220 Oxford Street  
Berkeley, CA 94704

With copies to:

If intended for the General Partner or the Partnership:

Resources for Community Development  
2220 Oxford St.  
Berkeley, CA 94704  
Attn: Executive Director  
Phone: (510) 841-4410  
Fax: (510) 548-3502

With copies to:

Nicole Kline  
Gubb & Barshay LLP  
505 14th Street, Suite 450  
Oakland, CA 94612  
Phone: (415) 781-6600  
Fax: (415) 781-6967

Notice mailed by registered or certified mail shall be deemed received by the addressee five (5) days after mailing thereof. Notice personally delivered shall be deemed received when delivered. Notice mailed by overnight express courier shall be deemed received by the addressee one (1) business day after mailing thereof. Either party at any time may change the address for notice to such party by mailing, sending or delivering a Notice as aforesaid.

14. Miscellaneous

(a) *Survival of Certain Provisions.* The provisions of Sections 6, 7(p), 9, 10, 11, 12, and 13 of this Agreement shall survive the assignment of the Transferred Interest to Assignee. All representations, warranties and covenants shall survive transfer and assignment of the Transferred Interest to Assignee, however, except as specifically set forth therein, all representations and warranties set forth in Sections 5, 6, and 7 are made solely as of the date hereof and the Transfer Date.

(b) *Conflicts.* In the event of any conflicts between the provisions of this Agreement and the provisions of the Partnership Agreement, the provisions of this Agreement shall control.

(c) *Applicable Law.* This Agreement shall, in all respects, be governed by the laws of the State of California without regard to conflicts of law principles.

(d) *Severability.* Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein any present or future statute, law; ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but the provisions of this Agreement which are affected shall be curtailed and limited only to the extent necessary to bring them within the requirements of the law. If any provision of this Agreement shall be held to be invalid, the same shall not affect the validity, legality or enforceability of the remainder of this Agreement.

(e) *Further Assurances.* Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.

(f) *Successors and Assigns.* All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may not be assigned by the Assignee, the General Partner or the Partnership without the prior written consent of the Assignor which may be withheld in the Assignor's sole and absolute discretion.

(g) *Number and Gender.* In this Agreement, the masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so requires.

(h) *Non-Waiver; Consents.* No waiver by any party hereto of any breach of this Agreement or any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision. Any consent of a Partner which is required under this Agreement shall only be effective if given in writing by the Partner.

(i) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) *Full Authority.* Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the parties respective obligations hereunder, and no approvals or consents of any other person are necessary in connection therewith.

(k) *Captions.* The captions appearing at the commencement of the paragraphs are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the paragraph at the head of which it appears the paragraph and not such caption shall control and govern in the construction of this Agreement.

(l) *Parties in Interest.* Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties, and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

(m) *Time is of the Essence.* All times, wherever specified herein for the performance by Assignor or Assignee of their respective obligations hereunder, are of the essence of this Agreement.

List of Exhibits

Exhibit A: Second Amendment to Amended and Restated Agreement of Limited Partnership

Exhibit B: Compliance and Indemnity Agreement

Exhibit C: Wire Instructions

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove mentioned.

ASSIGNOR:

**USB LIHTC FUND 2010-1, LLC,**  
a Delaware limited liability company

By: U.S. Bancorp Community Development Corporation,  
Its Managing Member

By: \_\_\_\_\_  
Name: Oliver Olsen  
Its: Officer

ASSIGNEE:

**112 ALVES LANES, INC.,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Daniel Sawislak  
Its: Executive Director

PARTNERSHIP:

**THE BREAKERS AT BAYPORT, L.P.**

a California limited partnership

BY: Resources for Community Development, a  
California non-profit public benefit corporation,  
its general partner

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

Name: Daniel Sawislak

Its: Executive Director

GENERAL PARTNER:

**RESOURCES FOR COMMUNITY DEVELOPMENT,**

a California non-profit public benefit corporation

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

Name: Daniel Sawislak

Its: Executive Director



**DESIGNATED INDIVIDUAL ACKNOWLEDGEMENT**

The undersigned "designated individual" for the Partnership acknowledges and agrees to be bound by the terms of Section 9(d) of this Agreement.

DESIGNATED INDIVIDUAL

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Daniel Sawislak

Exhibit A  
Second Amendment to LPA  
(attached)

Exhibit B  
Compliance and Indemnity Agreement

COMPLIANCE AND INDEMNITY AGREEMENT  
(Breakers at Bayport Apartments)

THIS COMPLIANCE AND INDEMNITY AGREEMENT (this "Agreement") is entered into effective as of the [ ] day of [ ], 2021, by and among **RESOURCES FOR COMMUNITY DEVELOPMENT**, a California non-profit and public benefit corporation ("General Partner") and 112 Alves Lane, Inc., a California nonprofit public benefit corporation, (collectively the "Indemnitor") and **USB LIHTC FUND 2010-1, LLC**, a Delaware limited liability company ("Indemnitee").

RECITALS

A. 112 Alves Lane, Inc., an Indemnitor, as "Assignee", and Indemnitee, as "Assignor" executed that certain Agreement for Transfer and Assignment of Limited Partnership Interests dated as of even date herewith ("Transfer Agreement") for the conveyance of a limited partnership interest in that certain multifamily residential apartment project intended for rental to low-income households located in Alameda, California, and known as The Breakers at Bayport Apartments (the "Project") owned by The Breakers at Bayport, L.P. (the "Partnership"). All capitalized terms not defined herein will have the meaning ascribed to them in the Transfer Agreement.

B. On or about the Transfer Date (as defined in the Transfer Agreement), Assignee will acquire the Transferred Interest.

C. Indemnitee, as a limited partner of the Partnership, was allocated Tax Credits all or a portion of which are subject to shortfall, disallowance or recapture by the IRS for certain non-compliance under Section 42 of the Code (as hereinafter defined).

D. As a material inducement and condition to the assignment of the Transferred Interest, Indemnitor has agreed to execute, deliver and perform this Agreement for the benefit of Indemnitee.

NOW THEREFORE, in consideration of the transactions contemplated by the Transfer Agreement, including the transfer of the Transferred Interest to Assignee, Indemnitor's affiliate, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, intending to be legally bound, hereby agree as follows.

AGREEMENT

1. Defined Terms. As may be applicable, terms are defined herein in the first section of use. In addition, certain other terms used in this Agreement are defined as follows.

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

“Related Person” means, when used with respect to a person (a) any affiliate of such person, (b) any person who holds a direct or indirect ownership interest in such person, and (c) the respective officers, directors, trustees, managers, agents, employees and asset managers of such person, and (d) the respective successors and assigns of any Related Person.

“State” means the State of California.

2. Tax Credit and Affordability Requirements. Indemnitor acknowledges that the Partnership acquired, developed, constructed, owned and operated the Project as a project intended to generate Tax Credits. In order to maintain and preserve the Tax Credits, the Project must be operated pursuant to the Tax Credit Obligations and the Project Documents. Indemnitor further acknowledges that the failure to operate the Project in compliance with the Tax Credit Obligations or the Project Documents may cause significant damages and economic loss to Indemnitee and its Related Persons, including but not limited to a recapture (and/or related liability) of all or a portion of such Tax Credits.

3. Indemnitor Covenants. The Indemnitor has reviewed the terms and provisions of the Transfer Agreement and hereby covenants and agrees that it shall cause the Assignee, its affiliate, to comply with the terms and provisions of the Transfer Agreement, at Indemnitor's sole cost and expense, and shall take all steps necessary to satisfy and comply with all requirements of the Transfer Agreement, the Tax Credit Obligations and the Project Documents.

4. Assignment. The obligations of Indemnitor under this Agreement may not be assigned, transferred or delegated without the prior written consent of the Indemnitee which may be withheld in the Indemnitee's sole and absolute discretion.

5. Indemnification. As a material inducement for the conveyance of the Transferred Interest, from and after the Transfer Date, the Indemnitor hereby agrees to indemnify and hold Indemnitee and its respective Related Persons (collectively, the “Indemnified Parties”) free and harmless from (i) any Tax Credit Recapture Amount; (ii) an amount sufficient to pay any tax liability owed by the Indemnitee resulting from the receipt of such amounts; and (iii) any other liability, claims, damages, penalties, costs, fees, charges, losses, causes of action, demands, expenses of any kind or nature including (collectively, “Losses”), which Losses are related to, arise out of or are in any way connected with (A) the breach by Assignee, the General Partner, or the Partnership of any representations, warranties and covenants set forth in the Transfer Agreement; (B) the breach by Indemnitor of any of the terms and conditions of this Agreement; or (C) the violation by Assignee, General Partner, the Partnership and/or the Indemnitor of any terms and conditions in or under the Tax Credit Obligations or any Project Document. The foregoing indemnity shall remain in effect for so long as the IRS may be legally permitted to assess tax liability against Indemnitee (its successors and assigns and its partners) in connection with a Tax Credit Recapture Amount.

6. Representations. Indemnitor represents and warrants to Indemnitee the following:

(a) The Indemnitor (i) is validly existing under the laws of the State; (ii) has the power to enter into this Agreement and to perform its obligations under this Agreement; and (iii) has taken all action necessary to authorize the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement.

(b) This Agreement has been duly executed and delivered by the Indemnitor and constitutes the Indemnitor's valid, binding and enforceable obligation, subject to bankruptcy and other debtor relief laws and principals of equity, whether applied in a court of law or a court of equity.

(c) Except for consents, approvals, authorizations and filings already obtained, if any, the Indemnitor is not required to obtain any consent, approval or authorization from, or to make any filing with, any person (including any governmental authority or lender to the Project or to Indemnitor) in connection with, or as a condition to, the execution and delivery of this Agreement or the performance by it of its obligations under this Agreement.

(d) Indemnitor has the means to and shall regularly keep itself informed of the performance of the Partnership, the General Partner and the Assignee of their respective obligations under the Partnership Agreement and the Transfer Agreement.

7. Reserved.

8. Default. If the Assignee, the General Partner or the Indemnitor shall violate any of their respective obligations under the Transfer Agreement or this Agreement respectively, the Assignee shall provide notice to Assignor within ten (10) business days. If such violation is not fully remedied within sixty (60) days or such other period as Indemnitee may reasonably provide (which period may be longer or shorter), the Assignor shall have all rights and remedies available to it at law or in equity and such remedies shall be cumulative and not exclusive of any other right, power or remedy. Such remedies may be pursued singularly, concurrently or otherwise, at such time and in such order as Assignee may determine. No delay or omission to exercise any remedy, right or power shall impair any such remedy, right or power or shall be construed as a waiver thereof. A waiver of any single violation or default shall not be construed to be a waiver of any subsequent violation or default nor impair any of the Assignor's rights or remedies.

9. Notices. All notices shall be given in accordance with the terms of the Transfer Agreement, and if to Indemnitor, shall be given to 2730 Telegraph Avenue, Berkley CA 94705.

10. Miscellaneous.

(a) Syntax. When the context so requires in this Agreement, words of one gender include one or more other genders, singular words include the plural, and plural words include the singular. Use of the words "include" and "including" are intended as an introduction to illustrative matters and not as a limitation.

(b) Section References. References in this Agreement to "Sections" are to the numbered subdivisions of this Agreement, unless another document is specifically referenced. The Section headings contained in this Agreement are for convenience of reference only and are not intended to delineate or limit the meaning of any provision of this Agreement or be considered in construing or interpreting the provisions of this Agreement.

(c) Binding; Enforcement. This Agreement will be binding upon and will inure to the benefit of the Indemnitor, the Indemnitee and their successors and permitted assigns.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The parties may execute different counterparts of this Agreement and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

(e) Severability. The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision

under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

(f) **Governing Law.** The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California

(g) **No Waiver.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(h) **Professional Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

(i) **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, INDEMNITOR AND INDEMNITEE EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT AND/OR THE CONDUCT OF THE RELATIONSHIP BETWEEN INDEMNITEE AND INDEMNITOR. INDEMNITOR AND INDEMNITEE HAVE OBTAINED THE ADVICE OF THEIR RESPECTIVE LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT AND ACKNOWLEDGE THAT THEY VOLUNTARILY AGREED TO THE FOREGOING PROVISION WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND LEGAL CONSEQUENCE.

[Signatures begin on the following page]

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

INDEMNITOR:

**RESOURCES FOR COMMUNITY DEVELOPMENT,**  
a California non-profit public benefit corporation,

By: \_\_\_\_\_  
Name: Daniel Sawislak  
Title: Executive Director

INDEMNITOR:

**112 ALVES LANE, INC.,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Daniel Sawislak  
Title: Executive Director

INDEMNITEE:

**USB LIHTC FUND 2010-1, LLC,**  
a Delaware limited liability company

By: U.S. Bancorp Community Development Corporation,  
a Minnesota corporation, its Managing Member

By: \_\_\_\_\_  
Name: Oliver Olsen  
Title: Officer

EXHIBIT C

WIRING INSTRUCTIONS

Bank Name: US Bank NA  
ABA: 081000210  
Acct Name: US Bancorp Community Development Corporation  
Acct Number: 173103169541  
Ref: The Breakers at Bayport Apartments





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8367

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701 Atlantic Avenue • Alameda, California 94501-2161

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September 15, 2021

Mary Dorst  
Senior Asset Manager  
Resources for Community Development  
2200 Oxford Street  
Berkeley, CA 94704

RE: Breakers and Bayport LP- Limited Partner Exit and Substitution  
Breakers and Bayport- 459 Neptune Gardens Ave  
Community Improvement Commission of the City of Alameda Loan

Dear Ms. Dorst:

This letter confirms the consent of the Housing Authority of the City of Alameda, the Housing Successor Agency to the Community Improvement Commission of the City of Alameda, as Lender for the Community Improvement Commission of the City of Alameda Loan, for the transfer of the limited partner interest from the exiting investor in Breakers at Bayport, L.P. to the substitute limited partner, 112 Alves Lane, Inc., a wholly controlled affiliate of Resources for Community Development. The Housing Authority of the City of Alameda understands this will have an effective date of September 30, 2021.

We look forward to continued collaboration with RCD to support Breakers at Bayport, L.P. in the future.

Should you have questions or concerns, please feel free to contact us.

Sincerely,

Vanessa Cooper  
Executive Director



**Housing  
Authority of the City of Alameda**

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners  
From: Joshua Altieri, Community Relations Manager  
Date: September 15, 2021  
Re: Accept 2021-22 Strategic Plan Goals

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**BACKGROUND**

In 2018, the Board completed a Strategic Plan process. This Plan has replaced the 2 Year Plan previously used for goal setting. Work plans and senior management goals have been aligned with AHA's Strategic Plan and its goals.

**DISCUSSION**

An update against the goals of the Strategic Plan is attached with an update column for proposed goals for 2021-22. Staff provides an update to the Board on the Strategic Plan twice a year. Due to the recent pandemic and the fact that the current plan still closely aligns with the work of the agency, staff are proposing to extend the current plan to June 30, 2023, with a goal of starting the new plan process in fall 2022.

**FISCAL IMPACT**

The current budget is sufficient to the costs involved in meeting these goals.

**CEQA**

n/a

**RECOMMENDATION**

Approve the Update on Strategic Plan

**ATTACHMENTS**

1. Strategic Plan Update



Respectfully submitted,

Joshua Altieri, Community Relations Manager

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

Key Actions from Strategic Plan	Progress Update for 2019 and 2020	Proposed Goals for 2020-21	Progress Updates as of June 2021	Proposed Goals for 2021-22	Lead
<b>Strategic Goal #1: AHA works with community partners to optimize affordable housing and services for the Alameda community</b>					
1.A Continue to engage board, staff and community stakeholders in discussion of AHA's long-term real estate development strategy.	Presented Housing Development business plan to the Board in January 2020. Staff worked extensively with Building Futures, Alameda Point Collaborative, Habitat and other housing advocates to get North Housing development plan approved. Held community meetings, responded to public enquires, gave presentations and did outreach/newsletters on AHA's housing efforts.	Presentation to BoC by August 2021 of the Alameda Development Pipeline Report, as required in the Services Agreement with the City, including any new income target to be served. Continue to review options for housing above 80% AMI.	City Council and Planning Commission approval of the site development plan for North Housing in September 2021. Five year Pipeline Report submitted to City Council and the Board in April 2021.	Presentation to BoC by end of August 2022 of the Alameda Development Pipeline Report, as required by the Services Agreement with the City, including any new income targets to be served. Hold annual meeting of the Alameda Affordable Housing Trust Funds, with public discussion of priorities for the Fund, as required by the State Local Housing Trust Fund Program by end of July 2022.	Director of Housing Development
1.B Discuss options for addressing the housing crisis by providing housing that serves households at 60-120% area median income.	Providing 80% units at Rosefield and IP. Held BoC session on housing at 80%+ AMI in June 2020.	See above.	Negotiated loan and affordability restrictions at 1825 Poggie Street that will restrict 74, and up to 136 apartments at 80% of area median income over a 10 year period to serve moderate income households. BoC commits to purchase up to 18 BMR units at the Pulte Bay 37 development, of which seven will be restricted and rented at 80% AMI and eleven at 50% AMI.	Sign completed documents for 1825 Poggie regulatory restriction documents by end of October 2021. Complete purchase of at least 12 of the Pulte Bay 37 BMR units by end of June 2022.	Director of Housing Development
1.C Collaborate with homeless housing service providers to successfully implement a plan to house the formerly homeless at the North Housing site. Collaborate with multiple partners to develop the vision for the entire North Housing site.	Architect RFQ issued and architect chosen. Discussion continued through the year with the partners and ad hoc committee on the Permanent Supportive Housing (PSH) building. Progress stalled during COVID but is due to start again on September 2.	Restart negotiations; reword MOU if necessary; complete schedule, design and initial proforma for the PSH site, start application funding process by August 2021. Complete demolition by February 2021.	Demolition was completed in May 2021. MOU update is nearly completed, and we are adding a term sheet that will detail additional financial and timing issues. Expected to be signed June-August 2021.	By August 3, 2021, apply for matching funds for the supportive housing sites from the Local Housing Trust Fund. By the end of September 2021, apply for project-based Section 8 for the supportive housing and senior site at North Housing. By end of June 2022, submit tax credit or other major state financing application for the two first phases of supportive housing at North Housing.	Director of Housing Development
1.D Explore program enhancements and continue outreach to recruit and retain landlords in the HCV program.	Expanded the landlord incentive programs to include units where one Section 8 tenant moves out. Created new landlord brochure. Held landlord workshops. Achieved longer listing of available Section 8 units than in past 6 years due to COVID 19 and outreach. Launched landlord portal to increase ease of access by landlords. Worked with the City Staff and Council to waive rent fee for Section 8 units for one year.	Maintain outreach and incentive program for landlords. Hold landlord workshops in new online format. Manage full implementation of landlord portal and encourage utilization. Review whether to submit applications for special vouchers if offered by HUD.	Rent Program Update - Rent Program Informational Workshops are offered remotely, twice a month. The Rent Program brochure has been updated and the updated Landlord Pocket Guide will be finalized by end of June. The new Rent Registry database has been implemented and provides landlords with variety of functions which ease access; including online registration, fee payment, petition application and document submission (including CIP plans and buyout agreements).	Ongoing use of landlord incentive and new tenant incentive program. Conduct landlord workshops in October 2021. Submit or additional HUD funding as opportunities arise.	Director of Housing Programs/Director of Rent Programs
1.E Assess gaps in resident services and explore new partners for enhanced services when feasible.	Staff presented a memo to BoC in 2019 detailing the services available for AHA residents and program participants. Expanded services for Foodbank and LifeSTEPS due to AHA donations of funds as part of COVID 19 response. Took over all food deliveries for AHA properties. Staff have been delivering food now for 5 months to 150 families every two weeks.	Continue to run the Food Bank operations for AHA tenants until health crisis lifts. Review options for reduced cost Wi-Fi for all tenants.		By end of December 2021, hold a procurement for a broad range of supportive services and selected qualified providers. Continue or build partnerships per the Communications Plan presented in July 2021.	Deputy Executive Director
1.F Create appropriate communication tools and evaluate resources needed to tell AHA's story and promote AHA's mission.	Newsletters, email blasts and urgent to communications have been developed over the past 12 months and rapidly expanded during COVID 19	Hire a Communications Manager	ICD portion of the website updated to include projects; Virtual Groundbreaking for Rosefield video released in spring 2021.	Complete the Communication plan as presented at July 2021 BoC	Executive Director/ CRM

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

Key Actions from Strategic Plan	Progress Update for 2019 and 2020	Proposed Goals for 2020-21	Progress Updates as of June 2021	Proposed Goals for 2021-22	Lead
<b>Strategic Goal #2: AHA uses its resources efficiently</b>					
2.A Automate accounting systems.	Completed third party-review of Yardi implementation; Implemented online invoice and journal entry processing, as well as ACH payments for vendors. Other upgrades include Rent Café and eLearning modules. Transferred Independence Plaza to Yardi affordable which allows for better tracking of financial and other data.	Continue to look at opportunities to implement technology upgrades in Finance.	Launched Vendor portal integrated into Yardi. Vendors are adapting to ACH versus manual checks. Finance staff utilizing electronic documentation versus paper back up for transactions.	Systems are now paperless. Continue to move expenditures to electronic payments.	Finance Director
2.B Implement on-line tenant and landlord services to make dealing with AHA as convenient as possible and reduce staff time spent on processing.	Completed annuals and interims income verifications online in Yardi; implemented landlord portal	Complete full roll out of landlord portal and tenant portal. Conduct online waitlist opening in 2021.	Tenant and landlord portals launched. Applicant portal ready for launch.	Complete the applicant portal with the Section 8 waitlist opening in September 2021.	Director of Housing Programs/Senior Management Analyst
2.C Review policies and procedures across programs to improve efficiencies, set common standards and adopt best practices	Ongoing. Review of IT, FSS and hearing processes by third party led to process changes. Updated procedures in most department due to new work methods during COVID. Various policies brought to Board - Employee Handbook changes, privacy policy, IT policy etc.	Ongoing review of policy changes as needed and upgrade of procedures.	Staff training held on hearing process. Process/procedure changes due to COVID continuing. Employee Handbook revision planned for upcoming year.	Ongoing. Will be a key part of the accreditation process. Employee handbook will be presented to Boc no later than February 2022.	All Directors
2.D Rehabilitate AHA's properties in accordance with the Board-approved capital improvements based on portfolio capital needs assessments to maintain AHA's high standards in occupancy levels, property condition, energy efficiency and curb appeal.	A range of CIP projects were undertaken in 2019-20 to improve the property conditions and curb appeal. Four major unit rehabs were undertaken and are almost complete. CIP information is included each month in the BoC Property Operations report.	Staff have presented a full CIP budget for FY 2020-21 etc. but due to COVID this may be delayed.	CIP projects were put on hold due to COVID; however we anticipate starting these again when the new Project Manager is hired, which is expected to be hired in August 2021.	Develop an updated capital needs and rehabilitation plan for each of AHA's buildings that are over 15 years old and over 30 units by June 30, 2022. Provide an update to the Board by August 31, 2022. (dependent on hiring Construction Manager). Complete syndication feasibility for at least two portfolio projects by end of June 2022. By end of March 2022, begin the balcony renovations at IP and ABD.	Directors of Portfolio Management, Housing Development and Deputy Executive Director
2.E Analyze option of applying for "Moving to Work" status as a Public Housing Agency.	Applied for MTW in 2019 but was turned down due to size of eligible participant pool	Continue to review new opportunities in 2020 to apply.	Preparing application for August 2021 to apply to Cohort #4, Landlord Incentives.	Application has been submitted. Respond to any requests for information from HUD.	Executive Director/Senior Management Analyst
2.F Fine tune AHA's best practices by visiting with other housing authorities and affordable housing owners/managers to learn about their most innovative and impactful operating practices.	Executive Director established weekly meeting with other Bay Area EDs since COVID to exchange best practices; Executive Director served as chair of California Association of Housing Authorities and actively participated in discussions with other PHAs and the Governor's office on best practices. Various staff have presented at various conferences and trainings and are members of professional groups. Director of Housing Programs and Senior Management Analyst host meetings quarterly with other Section 8 program staff at other PHAs.	Continue these efforts in 2020-21.	Director's Roundtable for Housing Choice Voucher program continued through present utilizing zoom and other online platforms.	Continue to lead roundtables for EDs and Section 8.	Executive Director/Senior Management Analyst

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

	Key Actions from Strategic Plan	Progress Update for 2019 and 2020	Proposed Goals for 2020-21	Progress Updates as of June 2021	Proposed Goals for 2021-22	Lead
<b>Strategic Goal #3: AHA retains and recruits excellent staff</b>						
3.A	Improve work space for staff, within certain financial and physical limitations.	Significant reworking of the work space at 701 Atlantic has taken place since March 2020 due to COVID 19. Staff continue to look at other options for more space to rent or create. A significant investment was made in IT hardware and software to support and transition approximately half the staff working remotely.	Continue to review medium to long term plans for staffing and seating. Complete feasibility study of the garage conversion . Hire additional Senior Management Analyst to assist with technology upgrades. Continued telecommuting and upgrades will be dependent on more IT support for the agency.	Hiring of a second Senior Management Analyst complete. New office secured, plans in place to remodel maintenance garage for long term solution to need for additional space. Telecommuting put in place to address pandemic; this will lessen as office reopens over upcoming months.	By end of June 2022, obtain permits and begin maintenance garage remodel. Recruitment of a Construction Project Manager to oversee project is in process.	Director of HR and Operations / Deputy Executive Director.
3.B	Continue to provide robust training and cross-training for staff.	Staff were trained/retrained on HQS, HCV, asset management and several other topics. Other training is now all online due to COVID 19. Mandatory HR training has also been moved on line as well. Additional training was provided on diversity, equity and inclusion in August 2020 and will continue.	Continue to identify creative opportunities for training and coaching in the current COVID environment.	Online training has continued, continuing to assess this but will keep in place for mandatory training. Will work to bring back some live training if possible over upcoming year, including recertification courses. Work on diversity, equity and inclusion (DEI) will remain a focus.	RP staff continue to receive mediation training and certification from SEEDS, upon successful completion of their probationary period. Section 8 staff to receive HCV training. Agency wide trainings to continue. Most classes are currently online; continue to look for engaging online training opportunities and offer in person if possible with pandemic.	Director of HR and Operations / All
3.C	Foster an environment of appreciation, acknowledgement and constructive feedback.	Providing opportunities for such feedback is increasingly important in the COVID environment since there are no social opportunities and fewer in person interactions. Planned team retreats were postponed.	Repeat the staff satisfaction survey by December 31, 2020. Provide presentation and retention data by March 2021. Directors to hold team retreats via zoom if possible.	Staff survey repeated and presented to Board in April, to staff in May. Department retreats are in process.	Survey will be repeated in December 2022. Staff are working on addressing issues from 2020 survey.	Director of HR and Operations / All
3.D	Seek to hire from within where appropriate.	2 employees were promoted internally this year. 12 new hires were made.	Continue to provide advancement opportunities to existing staff when feasible.	1 promotion made in 2021 to date. Continue to make opportunities available where possible.	Continue to make promotional opportunities available where possible; provide ongoing training for skill development.	All Directors
3.E	Conduct a job classification and compensation study to ensure AHA's total compensation package remains competitive in the marketplace.	Completed compensation studies for all staff groups - directors, exempt and non exempt and the results were presented to BoC.	Start job classification in 2021-2 if pandemic is over.	This work has not yet started, plan for 2021-2022.	Repeat compensation study for all positions by September 2022. Include classification study if pandemic subsides.	Director of HR and Operations

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

	Key Actions from Strategic Plan	Progress Update for 2019 and 2020	Proposed Goals for 2020-21	Progress Updates as of June 2021	Proposed Goals for 2021-22	Lead
<b>Strategic Goal #4: AHA is financially prepared for future challenges</b>						
4.A	Adopt a dashboard of key performance metrics to track financial performance of the authority.	Additional graphics added to monthly financial report. Streamlined BoC reports for Housing Programs and Property Operations to provide more data and trends over the year.	Move to quarterly financial reports for BoC with a dashboard approach. Implement quarterly asset management reports for BoC for portfolio performance.	Additional dashboard included in monthly financial reports. Will move to quarterly starting in Fiscal Year 2022.	Continue to simplify reporting and focus on dashboards by the end of Fiscal Year 2022, including main components of cash and investments, as well as sufficient reserves for HAP and operating funds.	Finance Director
4.B	Review the long term operation of the HCV program to maximize support to Alameda low income families and meet federal regulations while reducing its dependency on subsidy from other AHA programs. Continue to manage the short-term cash flow needs of the HCV program.	The operational costs came in significantly below budget for year ending June 30, 2020 due to reduced central costs and delayed hiring.	Continue to explore options for cost reduction (while maintaining customer service and program standards) including technology upgrades, possible increased use of third party vendors. However costs are expected to remain higher in 2020-21 due to COVID 19 and widespread, paid absences.		Continue to explore costs efficiencies in Section 8. Case loads for staff are at 60-75% of many similar agencies. This provides for better customer service and performance levels and an ability to do additional projects like EHV. Hire consultant in the coming year to review case loads.	Director of Housing Programs
4.C	Secure funding for AHA's pipeline of affordable housing developments and complete these projects in a cost-effective and timely manner. Explore creative options for managing costs of housing production going forward.	Rosefield financing is secured and project started construction in August 2020. Demolition started at North Housing in same month.	Manage and monitor Rosefield and North Housing demo to the budget/schedule. Provide a summary to the Board by August 2021 of cost drivers for affordable housing.	As of May 2021, Rosefield is over 25% complete and the North Housing demolition is 100% complete. Rosefield is on schedule and North Housing demolition was delayed due to the need for additional abatement but completed in May 2021.	By end of June 2022, Rosefield to be 95% complete and initial lease up should be 75% complete. Develop initial financing plan and strategy for NH Block A Senior and Tilden Commons (AUSD site) by end of March 2022.	Director of Housing Development
4.D	Review the long term operations of the Property Management functions in the light of future refinancing and rehabilitation. Monitor and manage the short-term and long term operating needs of the properties.	Outsourced 100 units in July 2020 to JSCO. Just three properties (371 units) remain with AHA - Independence Plaza, Esperanza and Ann B Diamant.	Review staff needs and job responsibilities for small portfolio. Review options to complete the transfer of the three sites to JSCO in 12-24 months and report back to the Board by August 2021.	As of 1/1/21, Esperanza moved to third party management with JSCO. This leaves Independence Plaza and Anne B Diamant as the remaining two properties under AHA Portfolio Management.	Transfer remaining properties to the AAHC entity by end of June 2022 and update staffing needs to reflect a change in responsibility.	Director of Portfolio Management
4.E	Continue the Family Self-Sufficiency program as long as HUD provides funding.	Funded by HUD for 2019 and 2020. Application for 2021 funding was submitted recently. Enrollment remains above the 25 minimum	Continue program. Seek to increase enrollment to help families that have lost income due to COVID. Provide more online services to FSS participants		Continue program. Seek to increase enrollment to help families that have lost income due to COVID. Provide more online services to FSS participants.	Director of Housing Programs
4.F	Prepare strategic Asset Management Plans for AHA-owned properties, including Independence Plaza.	Asset Management tools and tracking were updated in 2020.	Individual plans are to be developed. The first plan will be a presentation to the BoC about Independence Plaza in Spring 2021	Due to change of staff, the Independence Plaza plan will be brought to the Board in August 2021.	Provide an update on the IP refinancing strategy to the BoC by end of November 2021.	Director of Housing Development
4.G	Create the authority's pension liabilities policy and adopt a plan for funding this liability.	Adopted by the Board in May 2020 and funded in June 2020.	Ongoing monitoring of the unfunded liability as part of the annual audit	Ongoing monitoring of the unfunded liability as part of the annual audit	Bring report to BoC by November 2021.	Finance Director
4.H	Create an organizational reserves policy.	Initial discussions have started internally.	Staff to bring an organizational reserves policy to the Board by August 2021	Staff presented a report on reserves to the Board at their May 2021 retreat. A reserves policy will return to the Board in August 2021.	Demonstrate progress on the quarterly reserve policy plan, starting January 2022.	Director of Housing Development/Finance Director



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Senior Management Analyst

Date: September 15, 2021

Re: Adopt a Resolution on PHA Accreditation

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## **BACKGROUND**

Many fields have accreditation in the field to show that the organization meets certain standards, including the standards set by the International Organization for Standardization (ISO). These ISO standards cover many fields, including manufacturing, but not the housing field. The Affordable Housing Accreditation Board (AHAB) provides accreditation for housing agencies to assist with improving an Agency's performance and provide measurable standards for the Agency. These standards have a focus specific to affordable housing.

This process will measure the Agency's strength by eight standards. These standards are: Governance, Financial Management, Operational Performance, Organizational Compliance, Executive Leadership Team, Community Engagement and Improvement, Quality of Life for Residents, and Customer Service. A copy of the standards is included as an attachment.

The process is to submit an intent to obtain accreditation, then an application with supporting documentation including policies, procedures, training documents, e-mail correspondence, and narratives explaining the Agency and its operations. After the acceptance of the application from AHAB, interviews with stakeholders will happen including all levels of staff, Board of Commissioners, and outside partners. Once AHAB has obtained all the information needed to evaluate the Agency, a Board meeting of AHAB will occur with a recommendation from staff about accreditation.

## **DISCUSSION**

The Housing Authority of the City of Alameda (AHA) developed a Strategic Plan covering 2019 to 2021 with four strategic goals: AHA works with community partners to optimize affordable housing and services for the Alameda community, AHA uses its resources efficiently, AHA retains and recruits excellent staff, and AHA is financially





prepared for future challenges. This accreditation process will help ensure that the AHA is meeting those goals by providing standards against which the AHA can be measured by other affordable housing agencies. A resolution from the Board of Commissioners is required before the AHA can seek accreditation from AHAB.

**FISCAL IMPACT**

There is a fee for accreditation that could be slightly higher than \$12,000 for the first year with an annual renewal fee of \$6,000.

**CEQA**

Not applicable.

**RECOMMENDATION**

Adopt resolution for AHA to pursue accreditation.

**ATTACHMENTS**

1. 9-E AHAB Standards-Guidelines-2018
2. 9-E Resolution for Pursuing Accreditation

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tonya Schuler-Cummins', written over a faint grid background.

Tonya Schuler-Cummins, Senior Management Analyst



# AFFORDABLE HOUSING ACCREDITATION BOARD

## **Standards and Guidelines**

Adopted August 23, 2018

Technical Revision May 2021

## Standard 1: Governance (10 Guidelines with 22 Indicators)

The governing body is responsible for adopting and revising policies and the budget, and for providing organizational oversight with the advice of appropriate legal counsel. Board members represent diverse professional backgrounds enabling them to obtain resources to benefit the organization's mission.

Guideline 1.1	Members of the governing body are appointed in full compliance with its organizational documents.
Guideline 1.2	The governing body conducts its business in full conformance with enabling legislation, sunshine laws, its bylaws, and ethical standards.
Guideline 1.3	The governing body understands and supports the mission of the organization.
Guideline 1.4	The governing body identifies and develops resources to serve its mission and strategic goals.
Guideline 1.5	The governing body is involved in the development of plans to address organizational needs, long-term viability and strategic risk taking.
Guideline 1.6	The governing body ensures that administrators and staff are managing the organization's financial affairs within approved budgets.
Guideline 1.7	The governing body evaluates, understands and seeks to address community needs.
Guideline 1.8	The governing body assures that its policies are effective and followed by administrators and staff.
Guideline 1.9	The governing body supports the Executive Director, CEO, or equivalent to facilitate the success of the organization.
Guideline 1.10	The governing body ensures the organization has access to knowledgeable and qualified legal counsel.

## Standard 2: Financial Management (9 Guidelines with 21 Indicators)

The organization manages its resources and deploys its assets to carry out its operation.

Guideline 2.1	The organization has sufficient resources to operate.
Guideline 2.2	The organization demonstrates its fiduciary responsibility through approved policies and budgets to further the organization's established mission, goals and objectives.
Guideline 2.3	The organization operates within its budget and maximizes its resources.
Guideline 2.4	The organization has an approved audit that complies with statutory and regulatory requirements.
Guideline 2.5	The organization regularly evaluates its financial position and delivers complete and accurate reports to interested stakeholders.
Guideline 2.6	The organization's financial position and management practices are transparent.
Guideline 2.7	The organization complies with applicable regulations and has established policies regarding the fair and equitable procurement of goods and services.
Guideline 2.8	The organization documents its financial stability, policies and practices for itself and for housing programs under its operation.
Guideline 2.9	The organization seeks additional revenue.

### **Standard 3: Operational Performance (8 Guidelines with 21 Indicators)**

The organization delivers and facilitates access to quality, affordable housing.

Guideline 3.1	The organization has complete, up-to-date policies and procedures that guide its operations.
Guideline 3.2	The organization enforces its written policies and procedures to preserve its mission and the delivery of quality, affordable housing to the communities that it serves.
Guideline 3.3	The organization keeps its units and grounds in clean and hazard free condition using maintenance programs designed to take existing funding into account.
Guideline 3.4	“Quality housing” meets all applicable state, federal and local codes and standards.
Guideline 3.5	Organizations that administer voucher programs educate participants and property owners and managers on the use of vouchers in a wide range of neighborhoods.
Guideline 3.6	The organization gains efficiencies by coordinating with other service agencies.
Guideline 3.7	The organization ensures data security, appropriate data sharing, and accurate, timely reporting practices.
Guideline 3.8	The organization enforces lease or voucher terms thoughtfully and fairly.

### **Standard 4: Organizational Compliance (2 Guidelines with 6 Indicators)**

The organization complies with federal, state and local laws, regulations and contracts in all business dealings.

Guideline 4.1	Programs and services administered by the organization comply with its policies and requirements as determined by regulators and funders.
Guideline 4.2	The organization communicates to staff and other stakeholders’ policies or requirements affecting their roles or duties.

## **Standard 5: Executive Leadership Team (6 Guidelines with 13 Indicators)**

The executive leadership of the organization implements the mission, goals and policies of the organization and is responsible for meeting accreditation standards.

Guideline 5.1	The Executive Director, CEO, or equivalent is the liaison to the governing body and communicates frequently with it.
Guideline 5.2	The executive leaders of the organization clearly model personal and organizational integrity.
Guideline 5.3	The executive leaders develop a culture of innovation, engagement and continuous improvement.
Guideline 5.4	The organization encourages and provides opportunities for professional development of employees.
Guideline 5.5	Communication is clear, delivered intentionally, and through accessible channels.
Guideline 5.6	The Executive Director, CEO, or equivalent is responsible for assuring that the organization meets accreditation standards.

## **Standard 6: Community Engagement and Improvement (4 Guidelines with 10 Indicators)**

The organization actively participates in the development of quality relationships and community opportunities to benefit its program participants.

Guideline 6.1	The organization advocates for affordable housing.
Guideline 6.2	The organization utilizes its own meaningful data to further its mission and goals.
Guideline 6.3	The organization promotes collaborative strategies to address the needs of the community.
Guideline 6.4	The organization engages with communities and institutions for community planning and development such as infrastructure, education, transportation, health care, and commercial growth.

## **Standard 7: Quality of Life for Residents (4 Guidelines with 9 Indicators)**

The organization facilitates access to services, which improve the quality of life for program participants.

Guideline 7.1	The organization proactively addresses threats to resident well-being.
Guideline 7.2	The delivery of program services is well defined and transparent.
Guideline 7.3	The organization actively engages and coordinates its actions with local partners to enhance opportunities for the residents and the properties under its management.
Guideline 7.4	The organization advocates for residents' and clients' non-housing needs with local service providers.

## **Standard 8: Customer Service (4 Guidelines with 7 Indicators)**

The rights and dignity of customers such as applicants, residents, participants and others are respected throughout the organization.

Guideline 8.1	The organization identifies and understands who its customers are, such as: Applicants, Residents, Voucher Holders, Property Owners & Managers, The Public
Guideline 8.2	The organization uses results-oriented approaches, demonstrating that it exists to benefit its customers.
Guideline 8.3	Customers have opportunities to provide input on organizational decisions.
Guideline 8.4	The opinions and requests of residents are taken into consideration when making decisions for the organization.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.* \_\_\_\_\_

**Approve the Housing Authority of the City of Alameda to Pursue Accreditation**

**WHEREAS**, the Housing Authority of the City of Alameda (“AHA”) is a Public Housing Authority making it eligible for accreditation through the Affordable Housing Accreditation Board;

**WHEREAS**, the AHA strives to achieve excellence in its work in quantifiable, measurable ways;

**WHEREAS**, accreditation brings together organizations, residents, community stakeholders, and regulators to improve governance, management and service delivery, ultimately benefiting the industry and the public that it serves;

**WHEREAS**, the AHA will be evaluated on its ability to meet national standards developed by and for the profession;

**WHEREAS**, participation in accreditation demonstrates a commitment to self-assessment, to improving quality, and to adopting new methodologies to improve organizational effectiveness;

**WHEREAS**, it affirms a commitment to accountability to residents and the local community; and

**WHEREAS**, establishes confidence with potential funders and regulators for future capital investment.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board indicates the intent of AHA to pursue accreditation; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Executive Director or designee to submit an application for accreditation.





ATTEST:

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Vanessa M. Cooper  
Secretary and Executive Director

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Kenji Tamaoki, Chair  
Board of Commissioners

Adopted:

September 15, 2021

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Date





# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: September 15, 2021

Re: Approve 2021-22 Goals for the Executive Director; Approve temporary changes to the 2014 Contract with the Executive Director; Approve Pay Increase for Executive Director to Step 2 of the Approved Pay Schedule

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## **BACKGROUND**

The evaluation process for the Executive Director will take place on September 15, 2021 and the Board will determine if the Executive Director met the expectations during the period from September 1, 2020 to August 31, 2021. As part of this process, new goals are also proposed by both the Executive Director and the Board.

## **DISCUSSION**

### 2021-22 Goals

Below are the proposed goals for the period September 1, 2021 to August 31, 2022. The Board may choose to amend these goals during the September 15, 2021 meeting.

### **Goal 1: Continue implementation of the Strategic Plan including**

1. Provide the Board with an update twice a year on progress against the Strategic Plan.
2. Lead the agency through the PHA accreditation process by June 30, 2022.
3. Work with Senior Management to achieve Strategic Plan 2021-22, to be agreed upon in the September Board meeting.

### **Goal 2: Address staff impacts of the pandemic and update AHA HR resources, policies and practices and practices**

1. Continue to adapt agency processes and policies as needed to address the COVID 19 pandemic in alignment with federal, state and local regulations.
2. Bring a revised Employee Handbook to the Board for approval by February 28, 2022.
3. Improve office space options. Hire a Construction Manager by November 1, 2021. Start work to complete the garage build out and submit an application for permits to the City by June 30, 2022. Enhance other staff office space where possible.
4. Strengthen administrative processes. Hire an Administrative Manager; their role is expected



to include supervision of procurement, reasonable accommodation, and our Diversity, Equity and Inclusion activities.

5. Focus on staffing recruitment and retention strategies especially for hard to fill/retain positions. Complete a compensation study for each group of staff (senior management, exempt, non-exempt) and present each study to the Board no later than September 31, 2022.

### **Goal 3: Expand housing choice through new development and rehabilitation**

1. Complete Rosefield construction (expected summer 2022) and lease up (start January 1, 2022, complete by October 2022).
2. Apply for tax credits or major state funding program for the first two phases of the North Housing supportive housing development by the end of June 2022. Complete Design review by end of March 2022.
3. Complete due diligence and close on the purchase of the AUSD Tilden Way by end of January 2022. Present initial development, financing and design plans to the Board by March 31, 2022.
4. Complete purchase of up to 12 Pulte BMR units by the end of June 2022.
5. Develop an updated capital needs and rehabilitation plan for each of AHA's buildings that are over 15 years old and over 30 units by June 30, 2022. Provide an update to the Board by August 31, 2022. (Dependent on hiring Construction Manager)
6. Provide an update on agency reserves and proposed usages for the Board by November 30, 2021.
7. Complete the ADA 504 review and report on changes needed to the Board by May 31, 2022

### **Goal 4: Expanding housing choices through the Section 8 voucher program**

1. Complete the opening of the waitlists in September 2021 and provide an update to the Board in October 2021.
2. Issue all 57 Emergency Housing Vouchers by October 31, 2021. Provide monthly updates.
3. Provide the Board with a Project Based Voucher report and proposed policy by February 2022.
4. If selected as an MTW agency, complete the conversion process according to HUD's timeline.
5. Apply for additional Section 8 funding for suitable opportunities including but not limited to VASH.

### **Goal 5: Maintain and expand services for tenants**

1. Implement the Communications and Outreach Plan as presented to the Board in July 2021.
2. Continue dialogue with City officials and other interested parties on strategies for tenants who are no longer able to meet the terms of their lease with AHA, especially as the end of the eviction moratorium is likely to occur during this period.
3. Rebid the social services contract and engage a vendor by December 1, 2021.
4. Continue to expand social service provision to the sites, including vaccine booster clinics, expanding internet access and Food Bank services as needed.

### Temporary Changes to the contract due to COVID 19

The Board is also asked to carry forward to August 31, 2022, two items which relate to the COVID period and an inability to utilize leave/training allowances fully.

1. The prior year's \$5000 training allowance
2. The current higher level of maximum approved leave of 500 hours (increased from 400 hours in 2020).

### Compensation

In regards to compensation, the Executive Director's 2014 contract includes a provision for the following language regarding goal-setting and performance-related increases after the second year:

- 4.1.3 For each year of this Agreement thereafter, the Parties shall endeavor jointly to establish, prospective objective verifiable measures of her performance for the year. At the conclusion of the third year of this Agreement, i.e., October 2017, if Cooper has a "meets expectations" or better rating on her annual performance evaluation and she meets or exceeds the mutually agreed upon objective of verifiable measures, the Parties shall mutually agree on an increase in her salary for that year of employment, subject to the availability of such funds in accordance with the usual and customary annual budget approval process. Such increase shall be in effect on the next payroll date following the completion of Cooper's performance review. In the event Cooper's salary increase is postponed due to budget delays or lack of funding, it shall be retroactive to the date it would have become effective once the budget is approved and funding made available.

In the event that the Parties are unable to mutually agree upon objective verifiable measures for any relevant period and if for that period Cooper receives a "meets expectations" or better rating on her annual performance evaluation, the Parties shall mutually agree on an increase in her salary for that year of employment, subject to the availability of such funds in accordance with the usual and customary annual budget approval process. Such increase shall be in effect on the next payroll date following the completion of Cooper's performance review. In the event Cooper's salary increase is postponed due to budget delays or lack of funding, it shall be retroactive to the date it would have become effective once the budget is approved and funding made available.

The Board is asked to consider moving the Executive Director to Step 2 in the Board-approved pay schedule, which reflects a 5% increase. If the Board chooses to approve an increase, it will be effective for the first day of a new pay period starting after September 29, 2021. There are currently only 2 steps in the range for the Executive Director. The last salary survey was conducted along with other Director level positions in 2018. It is recommended that a new survey be conducted in the coming year.

### **FISCAL IMPACT**

Funding for the 2021-22 Strategic Plan Goals will be covered by the approved to the 2020-21 budget. An increase to Step 2 was in the approved 2021-22 budget.

**CEQA**

N/A

**RECOMMENDATION**

Approve 2021-22 Goals for the Executive Director and Executive Director; Approve Temporary Changes to the 2014 Contract with the Executive Director; Approve Pay Increase for Executive Director to Step 2 of the Approved Pay Schedule.

**ATTACHMENTS**

None

Respectfully submitted,



Vanessa Cooper, Executive Director



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners  
From: Sylvia Martinez, Director of Housing Development  
Date: September 15, 2021  
Re: Create Ad Hoc Committee for Acquisition and Development Projects

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## **BACKGROUND**

AHA increasingly finds itself evaluating multiple development opportunities, as well as maintaining progress on its existing pipeline. There are times when Board guidance may be needed more frequently than the monthly meeting period allows. Staff would benefit from access to Board members, particularly on acquisition due diligence, negotiations, and development issues on an ad hoc basis to be responsive during peak periods.

The Board has one other ad hoc development committee on the North Housing development, which has provided fruitful insight and guidance on that multifaceted development. It is anticipated that the Ad Hoc Committee on Acquisitions and Development would be active only periodically for a specific project/s or during a due diligence period. This Committee will not cover the North Housing projects.

## **DISCUSSION**

The current pipeline of projects that might be considered by the Committee on Acquisitions and Development include the due diligence on the 1625 Eagle Avenue (AUSD site), the Pulte BMR acquisitions, or any proposed acquisition with an active appraisal or feasibility study. It is anticipated that these meetings would be by phone or video conference.

## **FISCAL IMPACT**

None

## **CEQA**

Not Applicable



**RECOMMENDATION**

Create an Ad Hoc Committee on Acquisitions and Development Projects

**ATTACHMENTS**

None

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sylvia Martinez', with a stylized flourish at the end.

Sylvia Martinez, Director of Housing Development