



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

AGENDA **DATE & TIME**

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

Wednesday, October 20, 2021 - 7:00 PM

5:00 p.m. - Brown Act /Public Records Act Training

6:15 p.m. - Closed Session

7:00 p.m. - Open Session

LOCATION

Pursuant to Assembly Bill No.361 (Chapter 165,Statutes of 2021)approved by the Governor on September 16,2021) codified at Government Code Section 54953 a local legislative body is authorized to hold public meetings remotely via teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when, among other requirements, a legislative body of a local agency holds a meeting during a proclaimed state emergency, and makes the public meeting accessible “via a call-in option or an internet-based service option” to all members of the public seeking to access and attend the meeting, offer public comment, and address the legislative body.

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

Join Zoom Meeting:

<https://us06web.zoom.us/j/94439172029?pwd=dkIKOTRTSzQ3RlhHb1o3SIEexamIDdz09>

Meeting ID: 944 3917 2029

Passcode: 446100

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

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

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

Persons in need of special assistance to participate in the meetings of the Housing Authority of the City of Alameda Board of Commissioners, please contact (510) 747-



4325 (voice), TTY/TRS: 711, or jpolar@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Housing Authority of the City of Alameda Board of Commissioners to make reasonable arrangements to ensure accessibility.

PLEDGE OF ALLEGIANCE

1. ROLL CALL
2. Public Comment (Non-Agenda)
3. Closed Session - 6:15 p.m. - Adjournment to Closed Session to Consider:
 - 3.A. 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.B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.
Property Location: 501 Mosely Ave, Alameda, CA 94501
Assessor's Parcel Numbers: 74-905-12-9
Agency Negotiation: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, and Tony Weng, Senior Project Manager
Negotiating Parties: Housing Authority of the City of Alameda and Building Futures and Alameda Point Collaborative Property Owner: Housing Authority of the City of Alameda Under Negotiation: Investment in Real Property, Price and Terms of Payment.
4. Adjournment of Closed Session
5. RECONVENE REGULAR MEETING - 7:00 p.m.
6. Announcement of Action Taken in Closed Session, if any.
7. Public Comment (Non-Agenda)
8. CONSENT CALENDER
Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.
 - 8.A. Approve Minutes of the Board of Commissioners Meeting held September 15, 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 August 2021.
- 8.K. Accept the Monthly Overview Report for Emergency Housing Voucher (EHV).
- 8.L. Accept a Report on the Waitlist Opening.
- 8.M. Accept the Annual Police Activity Report for FY2020-2021.
- 8.N. Accept the Quarterly Investment Report for Period Ending September 30, 2021.
- 8.O. Approve Amendment (2021-03) to the Administrative Plan Chapter 15 to provide clarification of VAWA notices.
- 9. AGENDA
- 9.A. Accept Presentation by North Housing Providers.
- 9.B. Approve the Updated Memorandum of Understanding and Term Sheet for North Housing and Authorize the Executive Director, or her designee, to sign.
- 9.C. Approve the 2021-26 Reserve Policy of the Housing Authority of the City of Alameda.
- 9.D. Authorize the Executive Director or designee to negotiate a two-year contract with Novogradac & Company LLP for audit and tax preparation services for AHA and AAHC, with an option to extend, in the amount not to exceed \$293,500 for the five-year period.
- 9.E. Adopt the Resolution to amend the Housing Authority's revised Employee Policies and Procedures Handbook, last revised 12.21.2016, effective 1.8.2017 to adopt revisions to the Vacation Leave policy of the Housing Authority's Employee Policies and Procedures Handbook.
- 9.F. Discussion and Possible Adoption of Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Commissioners Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.
- 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.





Housing Authority of the City of Alameda

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DRAFT MINUTES REGULAR MEETING OF THE BOARD OF COMMISSIONERS WEDNESDAY, SEPTEMBER 15, 2021

PLEDGE OF ALLEGIANCE

1. ROLL CALL

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

Absent: None.

2. Public Comment (Non-Agenda)

None.

3. Closed Session - 5:30 p.m. -Adjournment to Closed Session to Consider:

Chair Grob called the meeting to order at 5:30 p.m. and announced that the Board would adjourn to Closed Session.

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

Chair Grob adjourned Closed Session at 7:25 p.m.

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

Regular Meeting reconvened at 7:30 p.m.

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

Chair Grob stated the Board took report and discussed items 3A & 3B and held closed session on item 3C.

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 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

Items accepted or adopted are indicated by an asterisk.

In response to Commissioner Kay, Tonya Schuler-Cummins, Sr. Management Analyst stated that there was very little impact on the requests for Reasonable Accommodations during the COVID period. In the beginning, tenants were concerned about staff performing inspections, so HQS was put on hold. Lynette Jordan, Director of Housing Programs stated that the HUD Waivers submitted during the COVID period addressed a number of issues that would have normally been addressed through requests for Reasonable Accommodations.

Vice-Chair Tamaoki and Commissioner Kay recused themselves from voting on the Minutes from the August 2, 2021 Special Board of Commissioners Meeting.

Vice-Chair Tamaoki requested that paragraph three, on page 11, of the Minutes from the August 18, 2021 Regular Board of Commissioner Meeting be amended to read “advantages,” rather than “mandatory” in the reference to modular housing.

In response to Vice-Chair Tamaoki, Louie So, Director of Finance stated that the key driver in the Total Revenue Variance, reflected on page 60 of the meeting packet, is the fact that Independence Plaza’s portion of CIC/Unrecognized Obligation payments is earned on a prorated basis, so they have yet to be received for the second half of the year. Otherwise, tenant income and HAP income is inline. It is expected that these funds will be received later this year.

In response to Vice-Chair Tamaoki, Cheley Quiambao, Asset Manager stated that, in regard to the Breakers at Bayport L.P. loan, AHA staff is strategizing ways to negotiate payments from residual receipts when the project refinances or restructures. As part of the consent, AHA receives notification when such material financing plans are to occur. Staff is taking the necessary steps to ensure that AHA is receiving timely financial reports, occupancy and compliance are in place, and the physical asset is maintained properly. Vanessa Cooper, Executive Director stated that, as a long-term goal, AHA is looking to move all



assets onto standard regulatory agreements and loan terms at the respective loans' decision points. Vice-Chair Tamaoki requested future discussion on instituting a policy for managing loans structured in this manner.

Commissioner Sidelnikov move to accept the Consent Calendar items, excluding item 8-A, 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 Grob, Vice-Chair Tamaoki,
Commissioner Hadid, Commissioner Kay,
Commissioner Rickard and Commissioner Sidelnikov

Commissioner Hadid moved to accept item 8.A, as modified by Vice-Chair Tamaoki, 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 Chair Grob, Commissioner Hadid, Commissioner Rickard,
and Commissioner Sidelnikov

9. AGENDA

9.A. Video of Rosefield Village Construction

Ms. Cooper stated that, due to technical difficulties, the video of the Rosefield Village project would be presented at the next meeting. Ms. Cooper expressed gratitude to everyone who took the time to participate in the tour of the property and announced that additional tours would be available on September 22, 2021 and in October.

9.B. Adopt a Resolution on PHA Accreditation

Ms. Schuler-Cummins stated AHA would like to receive PHA Accreditation by the Affordable Housing Accreditation Board in early 2022, so staff is requesting Board approval of the Resolution that is necessary as a first step toward receiving accreditation from the Affordable Housing Accreditation Board. Similar to the ISO accreditation process, the Affordable Housing Accreditation Board process is a multi-month process and includes interviews of AHA Board members, management, staff, tenants, partners, and stakeholders, and a full review all of AHA policies, procedures, and processes.

In response to Vice-Chair Tamaoki, Ms. Schuler-Cummins and Ms. Cooper confirmed that the application process will be iterative and the Affordable Housing Accreditation Board will provide comment on any deficiencies recognized, as well as, feedback on best practices. While, the Affordable Housing Accreditation Board is a newer institution, having accredited



approximately ten agencies, it is recognized by many larger housing authorities and receiving accreditation would assist in validating that AHA has met the goal of becoming the best medium sized housing authority on the west coast; as set forth in the AHA Strategic Plan. While it is estimated that the application process for this accreditation would require approximately forty hours of staff time, going through this process allows AHA the opportunity to ensure that its' policies and procedures are current and presented uniformly.

After further discussion of the PHA Accreditation process and the significance of such accreditation, the Board requested that staff further research the tangible benefits of receiving this accreditation and whether the same benefits could be achieved through a third-party review of AHA's policies, procedures, and processes.

Vice-Chair Tamaoki moved to continue item 9.B to a future meeting 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 Grob, Vice-Chair Tamaoki,
Commissioner Hadid, Commissioner Kay,
Commissioner Rickard and Commissioner Sidelnikov

- 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

Vice-Chair Tamaoki and Commissioner Hadid stated that during closed session the Board provided lots of positive feedback to Ms. Cooper about her performance as the AHA Executive Director and Ms. Cooper responded to the feedback by acknowledging the AHA staff for the work performed to help her achieve her goals.

Chair Grob expressed gratitude for the work performed by Ms. Cooper and the AHA staff.

Lynette Jordan, Director of Housing Programs expressed gratitude for the outstanding leadership of Ms. Cooper and stated that Ms. Cooper is a fantastic Executive Director who motivates, encourages, and supports staff to grow to new levels.

Chair Grob moved to approve the 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, as provided in the staff report, 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 Grob, Vice-Chair Tamaoki,
 Commissioner Hadid, Commissioner Kay,
 Commissioner Rickard and Commissioner Sidelnikov

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

Sylvia Martinez, Director of Housing Development provided a presentation outlining the responsibilities and commitment of the members of the Acquisition and Development Projects Ad Hoc Committee.

Responding to Chair Grob, Vice-Chair Tamaoki and Commissioner Rickard volunteered to serve on the committee and Commissioner Sidelnikov volunteered to serve as a back-up member.

Commissioner Kay moved to accept Vice-Chair Tamaoki and Commissioner Rickard, and Commissioner Sidelnikov, as back-up, as members of the Acquisition and Development Projects Ad Hoc Committee and Vice-Chair Tamaoki seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

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

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

The Board and Ms. Cooper expressed gratitude for the work and support of Officer Pete Larsen, Alameda P.D.

11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

In response to Commissioner Kay, Ms. Martinez stated that when construction began on the Rosefield Project there were two contingency items, hard costs and soft costs, budgeted for. The hard costs contingency is internal to the contract while the soft costs contingency is budgeted for by AHA and used for unforeseen conditions and upgrades (i.e., changing out interior doors). On this project there has been very little unforeseen conditions and only minor upgrades, the largest of which included adding solar on the property. In response to Commissioner Kay, Ms. Cooper stated that in an effort to have all 92 units at Rosefield preleased, for the date that occupancy becomes available, AHA will begin leasing up the units in January.

Vice-Grob expressed gratitude for staff's flexibility in providing a grace period for the meeting start time.

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



N/A

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

N/A

14. ADJOURNMENT

Chair Grob adjourned the meeting at 8:23 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, Chair
Board of Commissioners





Housing Authority of the City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: October 20, 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 recruitment is included.

Department	Position	Number of Vacant Positions	Recruitment Status	Other Updates
Administration	Deputy Executive Director	1 FTE	Recruitment on hold	May repost at Director level
	Risk Manager	1 FTE	Position posted, will utilize recruiter	
	Administrative Manager	1 FTE	Recruitment to start in October, will utilize recruiter	



Finance		0 FTE		Department is fully staffed
Housing Programs	Housing Programs Supervisor	1 FTE	Recruitment to start in October, will utilize recruiter	
	Housing Specialist II	1FTE	Staffing levels are currently being reviewed	
Property Operations	Assistant Resident Manager: IP	1 FTE	Position posted	
	Maintenance Specialist	1 FTE	Will not fill	Newly vacant; will not fill and duties will be distributed
Housing Development	Construction Project Manager	1 FTE	In interview process, using recruiter	
Rent Program	Rent Program Specialist	0 FTE	Candidate starting in late October	Department is fully staffed

Summary:

Total FTE's approved for FY 2022: 55

Number of vacancies: 8

Number of active recruitments: 3

Open enrollment is underway for all benefits programs, except for flexible spending account plans which will be done in November or early December, and will be concluded by mid-October. HR staff presented an overview of benefits at the September All Staff meeting and are available for consults with employees as needed.

All employees attended a 3-hour defensive driver class in September. This program, provided at no cost through the Housing Authorities Risk Retention Pool (HARRP), the agency's insurance provider, presented an overview of safe driving practices and provided many tips for the safe operation of vehicles.

The state mandated COVID 19 Supplemental Paid Sick Leave (SPSL) expired on September 30, 2021. No additional leave requirements have been provided for at either the state or federal level, and management staff are continuing to monitor changes to leaves and/or safety protocol guidelines.

A vendor has been selected to redesign the AHA website. Development work is scheduled to start in October, with a target launch date of June 2022.

Due to supply chain issues, AHA was unable to complete the RFP process for a new copier service. A one year contract will be signed with the existing provider and a new selection process will begin again in early 2022.

The City of Alameda has indicated that AHA will be required to adhere to the City's vaccine mandate, as a contractor to the City. Further information will be provided to Staff and the Board in the next few weeks after the detailed information is received from the City.

Reasonable Accommodations

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodation (RA) processing as of September 30, 2021.

	Number of New Submissions in the Month	Number Received in the Current Month and Still in Process	Number Closed Out (Letter Sent)	Running Total of New Submissions	Running Total of RAs Closed Out
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	23	0	23	132	132
September	15	5	10	147	142
TOTAL	147	5	142		

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 Percentage	Denied Percentage	Closed Percentage
January	44	37	19
February	50	50	0
March	50	28	22
April	60	27	13
May	56	44	0
June	55	36	9
July	57	22	21
August	43	44	13

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	Year-To-Date
Extra Bedroom	23
Live-In-Aides	24
Parking	12
Unit Modifications/Requests	40
Voucher Extension	7
Other	41

Staff continue to accept requests via e-mail, fax, in person, by phone, and through the electronic form available on our website. Staff continue to quality control reasonable accommodation requests.

Information Technology (IT)

The IT service tickets for August fell primarily into two (2) categories: software issues

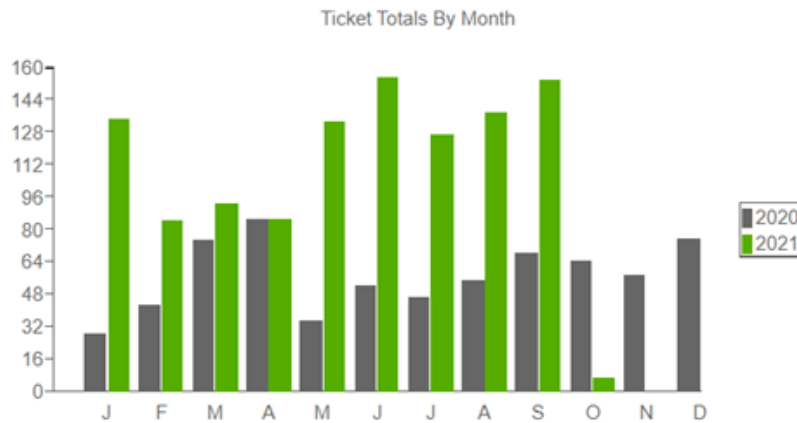
and Cyber Security. AHA continues to maintain a high ticket count compared to similar time periods. This is due to heightened awareness of Cyber Security issues.

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 e-mail header, the automated 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 when the ticket is closed and creates a longer response time. These tickets are removed when calculating the average response time to tickets. The average response time for August tickets was about 0.20 hours.

TECHORDIA SERVICE TICKET REQUESTS - AUGUST 2021

TYPE OF SERVICE REQUEST	NUMBER OF TICKETS
Access Rights	12
Hardware	25
Software	44
On-Boarding/Off-Boarding	10
On-Site Visits	2
Cyber Security	34
TOTAL	127

As of October 6, 2021, there were 1,106 tickets in 2021, and, at that time, there were 28 open tickets. Below is a chart of tickets between 2020 and 2021. A new contract was executed in October 2020 resulting in Techordia now providing the AHA with managed services. Techordia is now primarily covering all IT functions except the administration and troubleshooting for Yardi and Laserfiche. Onsite visits have been scaled back to once a week.



Community Relations

During the month of September, the Community Relations Manager (CRM) performed an array of duties, including finishing filming/editing of three videos, which included an AHA overview video, a Family Self-Sufficiency Program recruitment video, and a video to highlight the partnership between AHA and the Alameda Boys & Girls Club. The videos will be viewable to the public starting in November after the Board provides input on AHA's new logo. With that said, in collaboration with AHA staff, the CRM finalized the logo re-design for AHA and AAHC. The new logos are ADA compliant and use a two color scheme replacing the current black/white logo design. Please review the attached logos.

The CRM also worked with staff to award the website redesign (plus web hosting) RFP to Planeteria with the service contract starting early October 2021 with a target launch date of June 2022 for the new website. The CRM also secured a hardware and Wi-Fi service agreement with T-Mobile to launch a tablet loaner program and install free Wi-Fi hotspot service in the community rooms at four AHA properties (Independence Plaza, Anne B. Diamant, Esperanza, and Littlejohn Commons). Tenants at these properties will also be able to borrow tablets (Alcatel Joy Tab 2) for personal use for up to two weeks. Both AHA and LfeSTEPS will manage the day to day operations for the tablet loaner program.

The Ombudsman Program received fifteen total contacts in the month of September, with seven of those contacts coming from the general public seeking information related to non-AHA items. A further five contacts came from the AHA tenants seeking resolution to neighbor disputes and rental payment amounts. The remaining three contacts came from the general public seeking more information about access to affordable housing. See the table below for data breakdown.

	May	June	July	August	September	YTD
Total Ombudsman Contacts	25	27	11	10	15	88
Contacts from the general public (Non AHA Landlord/tenant matter)	1	3	2	2	7	15
Contacts from the general public (Seeking Housing)	20	18	3	0	3	44
Contacts related to AHA tenant (Lease Violation)	0	2	1	1	0	4
Contacts related to AHA tenant (Neighbor Dispute)	2	2	3	1	4	12
Contacts related to AHA tenant (Reasonable Accommodation)	0	1	1	0	0	2
Contacts related to AHA tenant (Property Condition)	0	1	1	2	0	4
Contacts related to AHA tenant (Rental Payment)	2	0	0	4	1	7

FISCAL IMPACT

Report only, no financial impact

CEQA

Not applicable to this item.

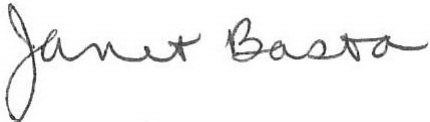
RECOMMENDATION

Accept the Monthly Overview Report for the Executive Department.

ATTACHMENTS

1. AHA logo
2. AAHC Logo

Respectfully submitted,

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

Janet Basta, Director of Human Resources and Operations



Housing Authority
— of the —
City of Alameda



Alameda
Affordable Housing
Corporation



Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: October 20, 2021

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

BACKGROUND

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

DISCUSSION

Funding Update

A review of the Two-Year-Tool (TYT) revealed a projected year end amount of \$1.5 mil in HAP reserves with a utilization rate of 95.7% of funding. Housing and Urban Development (HUD) has extended the waiver for SEMAP scores due to the continued Health Emergency. Though AHA will utilize the waiver to use our previous SEMAP score, staff have continued to strive to meet the SEMAP leasing requirement.

Emergency Housing Vouchers (EHV)

On May 11, 2021, AHA was awarded 57 EHV vouchers from HUD. These EHV's are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. AHA staff have issued 44 vouchers, and has received Request for Tenancy Approval (RFTA) for three families who have successfully located housing in the City of Alameda. Staff continue to meet weekly with our partners from the County to ensure a timely lease-up process.

Waitlist Closed

AHA opened our Housing Choice and Project Based Voucher waitlists during the period of September 10, 2021 - September 20, 2021 and received over 22K applicants. Staff are currently working on the random lottery process, which we hope to complete in



October. Applicants will be notified via email if they are or are not selected from the random lottery and will be placed on a waitlist. Staff will report more details once the lottery is completed.

Waivers Update

Staff have continued to update the board with a monthly chart of implemented HUD waivers as staff determine the need to implement them. In the month of September, AHA did not implement any new waivers.

FISCAL IMPACT

For report only, no fiscal impact.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview of the Housing Programs Department

ATTACHMENTS

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Lynette Jordan".

Lynette Jordan, Director of Housing Programs

Attachment 1 - Housing Programs Department Performance Report
Month of September

Item	January	February	March	April	May	June	July	August	September	October	November	December	YTD
HAP spent for month	\$2,781,531	\$ 2,794,623	\$2,729,695	\$ 2,769,852	\$2,730,744	\$2,790,672	\$2,808,032	\$2,817,807	\$2,728,415				\$ 24,951,371
Vouchers under lease at start of month	1513	1515	1508	1507	1489	1514	1522	1507	1511				n/a
Vouchers issued during the month	0	2	13	10	13	11	10	12	32				103
New units leased in private market	4	10	11	5	10	6	7	2	6				61
New units leased in affordable market	0	1	1	0	0	1	0	0	12				15
Seeking vouchers	23	25	28	26	21	42	60	74	125				424
Port outs leased	0	0	3	6	0	0	0	1	0				10
Port ins leased	2	1	3	4	11	6	3	0	2				32
Annals completed	132	125	114	188	145	135	139	108	143				1229
Interims completed	48	29	79	68	58	50	57	41	38				468
Rent Increases completed	20	10	35	22	16	16	18	22	24				183
Inspections conducted	0	9	0	83	91	150	166	159	123				781
Inspections passed first time	0	9	0	24	33	55	21	81	70				293
Hearings requested	4	2	3	3	5	2	4	0	1				24
Hearings held	1	0	1	1	0	1	0	2	0				6
End of Participation *	1	0	1	2	0	0	3	1	0				8

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

CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT (PUBLIC LAW 116-136) HOUSING CHOICE VOUCHER PROVISIONS

HOUSING AUTHORITY OF THE CITY OF ALAMEDA (CA062)

IMPLEMENTATION OF PIH NOTICE 2020-33 WAIVERS

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

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

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
HQS-8: PBV HAP Contract: HQS Inspections to Add or Substitute Unit	Statutory Authority Section 8(o)(8)(A) Regulatory Authority §§ 983.207(a), 983.207(b) Sub-regulatory Guidance HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"> Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no life - threatening deficiencies Allows for delayed full HQS inspection NLT 1-year anniversary of date of owner's certification 	5/21/2020	6/30/21 1-year anniversary of date of owner's certification	Minimal impact on existing participants as these are new units to a contract
11b-2: SEMAP Certification Timing	Regulatory Authority § 985.101(a)	<ul style="list-style-type: none"> Waives the requirement for PHAs to submit an annual SEMAP certification in PIC within 60 days of FYE during the period of time that HUD will roll forward prior year SEMAP scores 	11/30/2020	6/30/21	Minimal impact on participants as this is a HUD-required administrative function.
PH and HCV-2 Family Income and Composition: Delayed Annual Examinations	Statutory Authority Section 3(a)(1) Regulatory Authority §§ 982.516(a)(1), 960.257(a)	<ul style="list-style-type: none"> Permits the PHA to delay the annual reexamination of income and family composition • HCV PHAs must implement HCV-7 for impacted families if they implement this waive 	6/20/2021	6/30/21	Reexams due between 1/1/21 and 6/30/21 would need to be completed by 6/30/21.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
HCV-1	Regulatory Authority § 982.54(a)	<ul style="list-style-type: none"> Establishes an alternative requirement that policies may be adopted without board approval until 3/31/21 Any provisions adopted informally must be adopted formally by 6/30/21 	5/19/2021	3/31/21 • 6/30/21	
MR-5: PHA Inspection Requirement: Annual Inspections	Regulatory Authority § 882.516(b)	<ul style="list-style-type: none"> Waives the annual inspection requirement and allows PHAs to delay annual inspections for Mod Rehab units All delayed annual inspections must be completed as soon as reasonably possible but no later than one year after the date the annual inspection would have been required absent the waiver 	8/26/2020	6/30/21	HQS inspections will be delayed but missed inspections must be conducted within 1 year of due date.



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Gregory Kats, Director of Rent Stabilization Programs

Date: October 20, 2021

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

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.

DISCUSSION

The Alameda Rent Program will resume limited in-person Informational Workshops beginning October 2021. Currently, remote Informational Workshops are offered twice a month, with one day and one evening session provided monthly. Starting in October, at least one of these monthly workshops will be held in person at the Independence Plaza Community Room. Staff has also posted an Informational Workshop video 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. Now that the submission deadline has passed, AHA and City staff will process new registration and exemption submissions, as well as annual fee payments, prior to sending out either Maximum Allowable Rent (MAR) or non-compliance letters to landlords and tenants..

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.



The Rent Program will present its Annual Report, for FY 2020-21, to the Alameda City Council, at their October 19, 2021 meeting. A copy of the Annual Report is attached to this memo.

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.

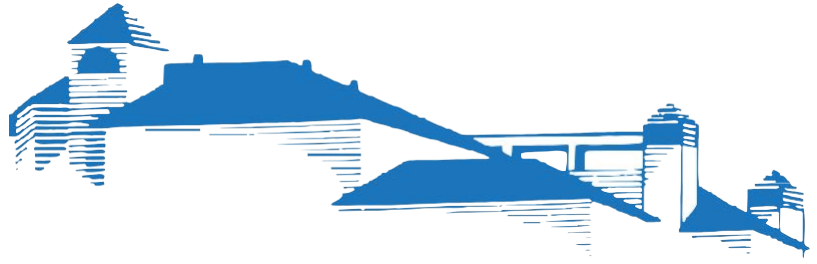
ATTACHMENTS

1. 2021.09 - MONTHLY REPORT
2. FY 20-21_Annual Report_DRAFT_2021.09.29

Respectfully submitted,

Greg Kats

Gregory Kats, Director of Rent Stabilization Programs



ALAMEDA RENT PROGRAM

SEPTEMBER 2021 REPORT FY 2021 -2022

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www.alamedarentprogram.org

Email: 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	334	608	4	1,953	2,622
AUG 2021	278	495	2	1,817	2,493
SEP 2021	502	816	4	2,247	3,025
OCT 2021					
NOV 2021					
DEC 2021					
JAN 2022					
FEB 2022					
MAR 2022					
APR 2022					
MAY 2022					
JUN 2022					
TOTAL	1,114	1,919	10	6,017	8,140

Activities

<p>In-person informational workshops are scheduled to resume in October 2021. Visit www.alamedarentprogram.org or contact the Rent Program for more information.</p>	<p>Program staff continues to process Rent Registry submissions, including late registration, fee exemption requests, and reports of new ownership.</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>Sent two email newsletters concerning 1) an upcoming tenants' rights workshop by Centro Legal de la Raza and 2) updated information from the City of Alameda on rental assistance programs as the state's eviction moratorium ends. Both emails went out to more than 3,135 recipients.</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
AUG 2021	0	0	0	1	1	2
SEP 2021	1	0	0	2	3	6
OCT 2021						
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
TOTAL	1	0	0	5	5	11

PETITION OUTCOMES

MONTH	UPWARD RENT ADJUSTMENT	DOWNWARD RENT ADJUSTMENT	PETITION DENIED	PETITION WITHDRAWN	PENDING	TOTAL
JUL 2021	0	1	0	1	0	2
AUG 2021	0	0	0	0	1	1
SEP 2021	0	0	0	0	3	3
OCT 2021						
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
TOTAL	0	1	0	1	4	6

STAFF REVIEW OUTCOMES

MONTH	NO VIOLATION	REGISTRATION ERROR CORRECTED	RENT RESET & TENANT REFUNDED	INVALID NOTICE RESCINDED	REQUEST WITHDRAWN	PENDING	TOTAL
JUL 2021	0	0	0	1	0	0	1
AUG 2021	0	0	0	1	0	0	1
SEP 2021	0	0	0	1	0	2	3
OCT 2021							
NOV 2021							
DEC 2021							
JAN 2022							
FEB 2022							
MAR 2022							
APR 2022							
MAY 2022							
JUN 2022							
TOTAL	0	0	0	3	0	2	5

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
AUG 2021	0	1	0	2	2	5
SEP 2021	0	1	0	0	0	1
OCT 2021						
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
TOTAL	0	3	0	4	2	9

*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
\$15,774.00	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
AUG 2021	2	0	0	2
SEP 2021	1	1	0	2
OCT 2021				
NOV 2021				
DEC 2021				
JAN 2022				
FEB 2022				
MAR 2022				
APR 2022				
MAY 2022				
JUN 2022				
TOTAL	6	1	0	7

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
\$35,000.00	0	1	0

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
AUG 2021	0	6	0	1	7
SEP 2021	0	3	0	4	7
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 September 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
AUG 2021	8	2	21	5	20	56
SEP 2021	8	3	40	60	21	132
OCT 2021						
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
TOTAL	114	33	97	76	54	242

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 September 2021.

RENT PROGRAM ANNUAL REPORT



JULY 1, 2020 – JUNE 30, 2021



www.alamedarentprogram.org

Email: rentprogram@alamedahsg.org • Phone: 510-747-4346 • Fax: 510-764-7555 • 701 Atlantic Ave, Alameda, CA

INTRODUCTION



The Housing Authority of the City of Alameda is pleased to submit the fifth annual report for the Rent Program.

This report was prepared as provided in Ordinance No. 3250. The document and public services described throughout would not be possible without the efforts of the following individuals:

CITY COUNCIL

- Marilyn Ezzy Ashcraft, Mayor
- John Knox White, Vice Mayor
- Tony Daysog, Councilmember
- Trish Herrera Spencer, Councilmember
- Malia Vella, Councilmember

HOUSING AUTHORITY OF THE CITY OF ALAMEDA BOARD OF COMMISSIONERS

- Carly Grob, Chair
- Kenji Tamaoki Vice Chair
- Bachir Hadid, Commissioner
- Sandra Kay, Commissioner
- Stuart Rickard, Commissioner
- Vadim Sidelnikov, Commissioner

HOUSING AUTHORITY OF THE CITY OF ALAMEDA STAFF

- Vanessa Cooper, Executive Director
- Greg Kats, Rent Program Director
- Bill Chapin, Rent Program Management Analyst
- Ryan Halpern, Rent Program Specialist
- Clara Shan, Rent Program Specialist
- Sarah Le, Rent Program Assistant

CITY OF ALAMEDA STAFF

- Eric Levitt, City Manager
- Annie To, Finance Director
- Lisa Maxwell, Community Development Director
- Lisa Fitts, Community Development Program Manager
- Yibin Shen, City Attorney
- John Lê, Assistant City Attorney
- Elizabeth Martinez, Paralegal, City Attorney's Office

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Temporary Relocation / Capital Improvements

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2020-2021 PROGRAM HIGHLIGHTS

- First full fiscal year under revised Rent Ordinance.
- Completed first collection of annual program fee using online payment portal.
- First annual notices mailed to landlords and tenants providing the Maximum Allowable Rent for units subject to rent control.
- Launched petition process, allowing landlords and tenants to seek rent adjustments through an informal hearing process.
- Created tenant accounts in the Rent Registry, allowing for online filing of informal hearing petitions and requests for staff review.
- Coordinated with the City Attorney's Office to communicate information on changes to tenant protections during COVID-19 pandemic.
- Made changes to program procedures based on nine new administrative regulations signed in November and December 2020.

In an average month, program staff responded to 739 inquiries—the most in the program's history—made by 468 individuals, a **threefold increase** since FY 2017-2018.

Almost **\$50,000 was refunded** to **120 tenants** following invalid rent increases, most identified via rental unit registration and requiring no action on the part of the tenant.

Since FY 2017-2018 there has been an **87% decrease** in households displaced by "no fault" evictions through elimination of "No Cause" as grounds and a moratorium on Owner Move-Ins.

147

- Submissions to review rent increases and/or registration

40

- Petitions filed for rent adjustment

19

- Termination of tenancy submissions

21

- Buyout agreement submissions

6

- Temporary relocation submissions

1

- Capital Improvement Plan submission

68

- Units monitored for compliance after "no fault" termination

10

- Referrals for enforcement

15

- Public records requests

11

- Decisions by hearing officers (5 pending as of 6/30/2021)

ALAMEDA RENTAL MARKET

14,061 UNITS SUBJECT TO ORDINANCE No. 3250 (as of June 30, 2021)

Fully Regulated Units

12,174 | 87%

REGULATION TYPE:

Subject to all provisions of Ordinance No. 3250

UNIT TYPE:

Multi-family units (two or more dwelling units, even if a property owner lives in one of the units) built prior to February 1, 1995.

Partially Regulated Units

1,887 | 13%

REGULATION TYPE:

Subject to Ordinance No. 3250 provisions governing terminations of tenancy, payment of relocation fees, and rental unit registration. Exempt from the rent regulation provisions.

UNIT TYPE:

Single-family homes, condominiums, a permitted accessory dwelling unit on the same lot as a single-family home, units occupied by a Housing Choice Voucher (Section 8) participant not owned by the Housing Authority or a non-profit organization, multi-family units built after February 1, 1995.

Exempt Units

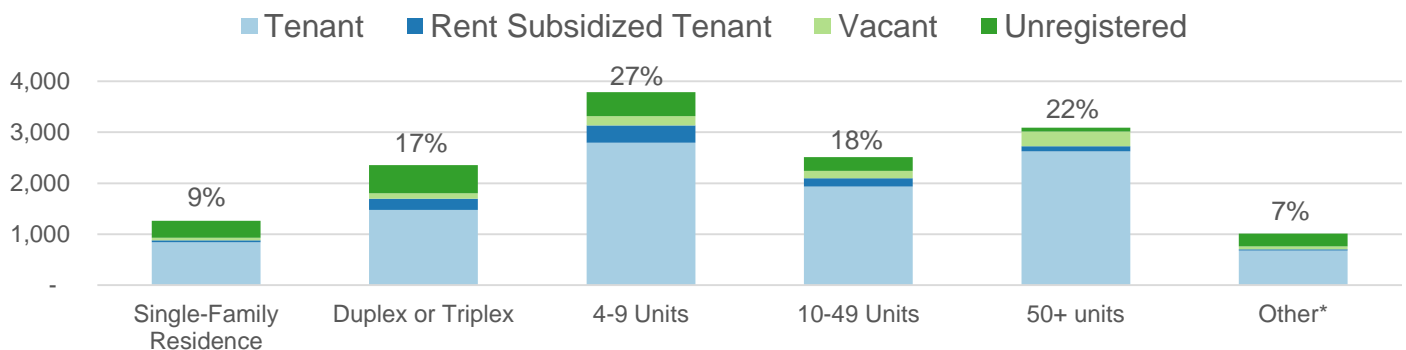
REGULATION TYPE:

Not subject to Ordinance No. 3250

UNIT TYPE:

Commercial units, institutions, mobile homes, houseboats, accommodations of 30 days or less, rental units owned by the Housing Authority or a non-profit organization with a rent regulatory agreement in place.

Number of Rental Units by Building Type



*Includes condominiums, townhouses, ADUs, and residential units in mixed-use buildings.

**As of June 30, 2021

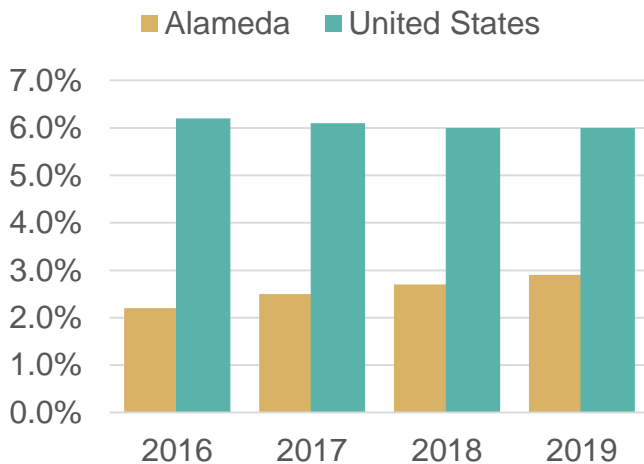
Data sourced from rental unit registration with the Alameda Rent Program.

Note, approximately 86% of units in the rental market have been registered as of June 30, 2021.

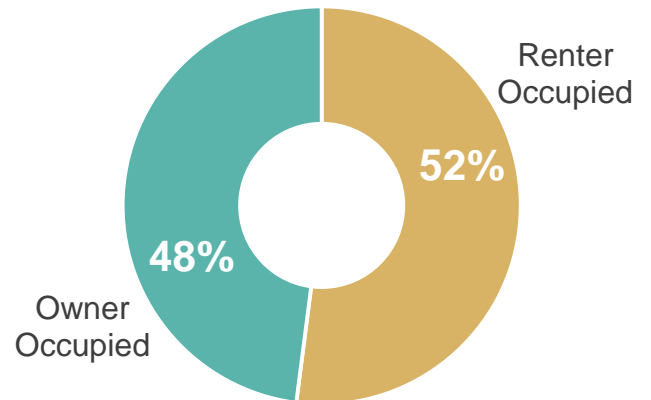
Unregistered units are assumed to be subject to Ordinance No. 3250.

RENTAL MARKET TRENDS

Rental Vacancy Rate

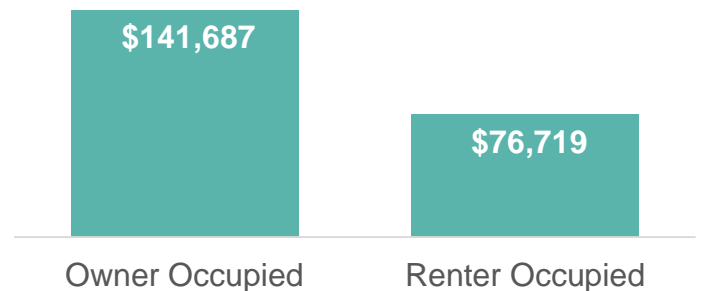


Occupied Housing Units



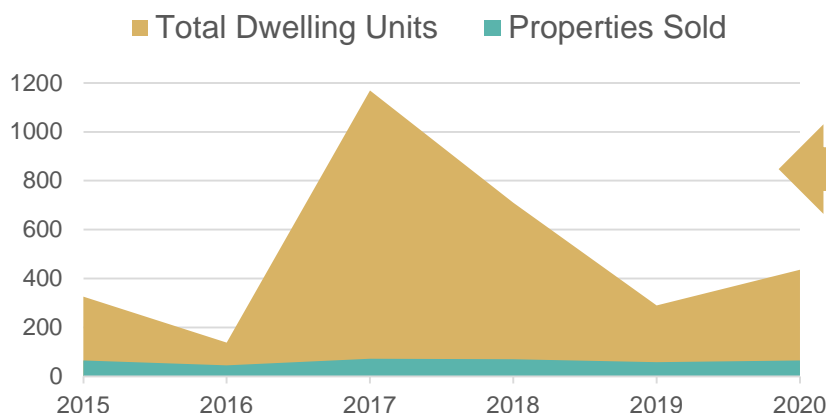
42% of tenant households spend 30% or more of income on rent

Median Household Income



Source: U.S. 2019 American Community Survey Five-Year Estimates

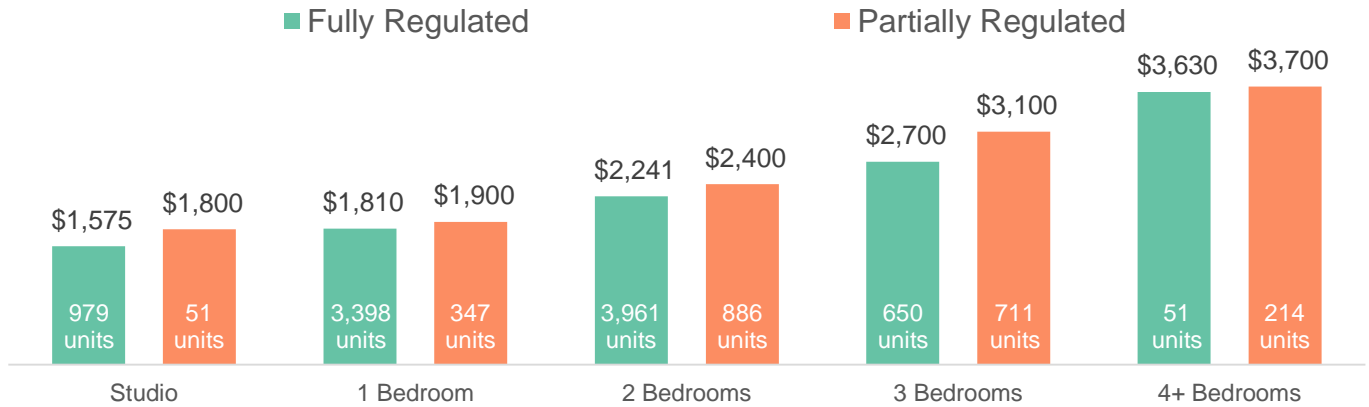
Multi-Unit Property Sales



The number of multi-unit properties sold in Alameda has fluctuated between 45 and 79 annually since 2015. The number of units represented by those sales can vary widely with the sale of just a few large rental properties. The increase from 2019 to 2020 can largely be attributed to the sale of a single property with 186 units.

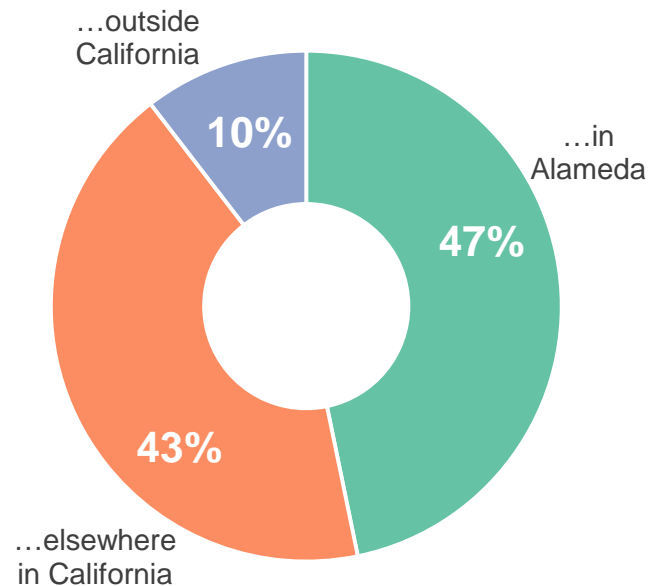
Source: Alameda County Assessor

Median Monthly Rent by Number of Bedrooms



Landlord Addresses

Rental units owned by landlords with addresses ...



Registered Tenant-Occupied Units (includes Rent-Subsidized Tenants)

	FY19-20	FY20-21	% Change
Single-Family Homes (includes ADUs)	862	893	3.6%
Condos/Townhouses	466	467	0.2%
Multi-Unit (includes mixed-use buildings)	9,254	9,888	6.9%
TOTAL:	10,582	11,248	6.3%

The number of tenant-occupied units is affected by landlords registering previously unregistered properties, as well as when units are added or removed from the rental market.

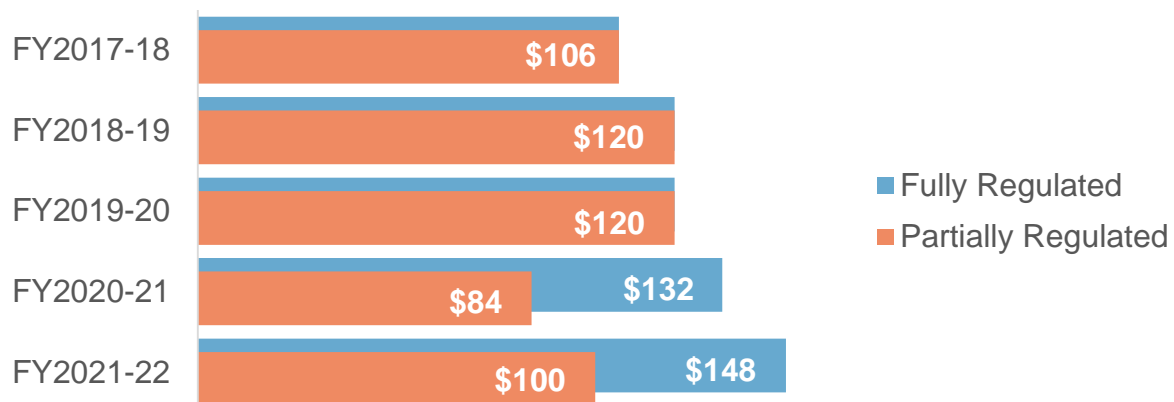
Data based on registration information submitted by landlords and verified for fully regulated units through the FY2020-2021 Maximum Allowable Rent certification process.

ANNUAL PROGRAM FEE

An annual program fee is charged to landlords who own units subject to the Rent Ordinance. Since 2020, the Alameda City Council has adopted a tiered fee structure with reduced fees for partially regulated units. In addition, the City of Alameda covers the entire fee for privately owned units occupied by a Housing Choice Voucher (Section 8) participant, as an incentive to encourage landlords to rent to voucher holders.

Beginning with FY 2020-2021, landlords have been permitted to pass half of the program fee on to tenants in 12 equal installments.

Fee Amounts Per Unit

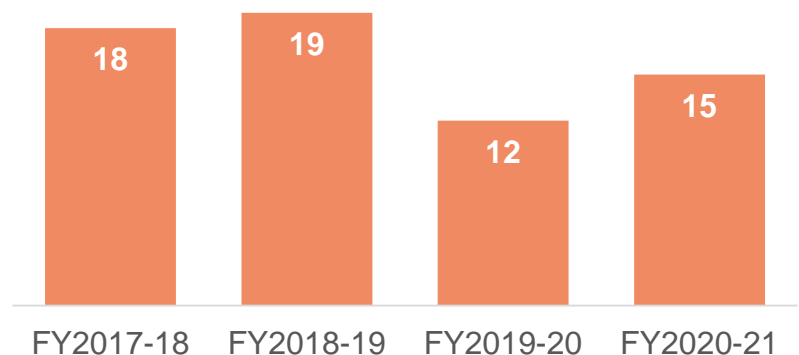


PUBLIC RECORDS REQUESTS

Landlords, tenants and members of the public may request non-exempt rent registry information under the California Public Records Act. Per State law, tenant information in the Rent Registry is considered “confidential” and is exempt from disclosure under the California Public Records Act.

In FY 2020-2021, the Rent Program received and responded to 15 requests for public records.

Requests Recieved by Year



RENTAL UNIT REGISTRATION

In January 2020, the online Rent Registry was launched to allow owners and property managers to submit rental unit information to meet requirements set forth in the Alameda Municipal Code, Section 6-58.55. A landlord who has failed to register a rental unit is not eligible to increase the rent and may be subject to an enforcement action leading to fines and penalties.

Landlords must update their registration information if there is a change in a tenancy, a unit that was vacant is rented, or if ownership of the rental unit changes.

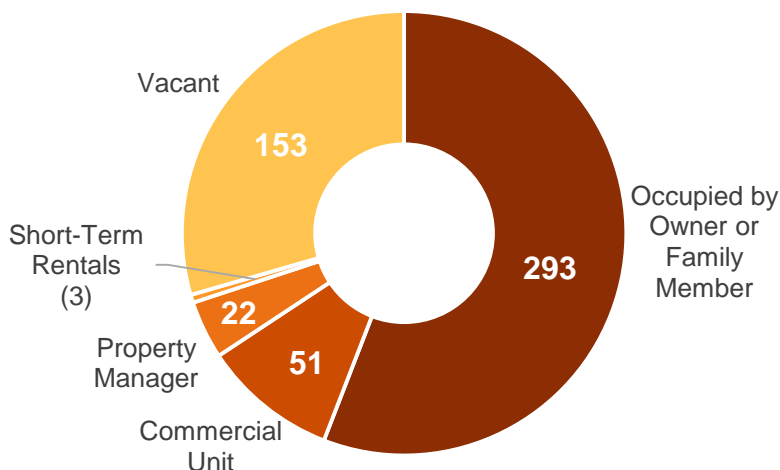
Open registration concluded in May 2020, but program staff continues to work with landlords to update information and process late registration submissions.

As of June 30, 2021:

- 83% of rental properties had been registered
- 88% of total rental units had been registered

During FY 2020-2021, landlords submitted 527 requests to exempt an individual rental unit from the annual program fee, of which 519 were approved. A unit may be approved for an exemption because it is occupied by the owner, a family member who pays no rent, or an on-site property manager who pays reduced rent; is a non-residential, commercial unit; is rented short-term to guests for 30 days or less; or will remain vacant for the entire fiscal year.

Approved Unit Fee Exemptions



Another 383 submissions declared that an entire property was exempt from Ordinance No. 3250 because it has no residential rental units.

COMMUNITY ENGAGEMENT

Workshops

All in-person events, including the Rent Program's twice monthly informational workshops, were canceled due to the COVID-19 pandemic. In May 2021, staff began offering workshops online. During the final three months of FY 2020-2021, a total of 64 individuals participated in an online workshop.

Individual Service

Program staff answer questions and provide services to the public through the program website and responding to phone and email inquiries. In-person appointment were not offered for the entirety of FY 2020-2021 due to the COVID-19 pandemic, but resumed in July 2021. Over the course of the year, staff had a total of 8,872 interactions with 5,620 individuals, the most in the program's history.

1,516

Average monthly website users

2,351

Average monthly website visits

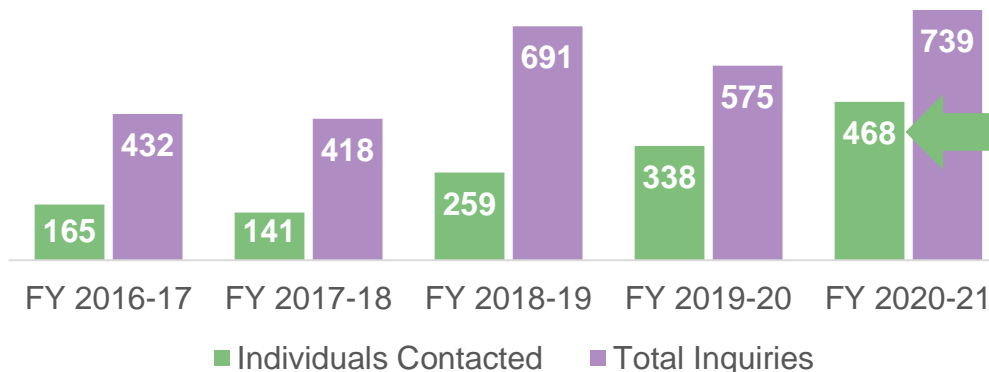
7

Email newsletters sent to subscribers

2,985

Newsletter subscribers as of June 2021

Average Monthly Public Inquiries



The number of individuals requesting program services has more than tripled since FY 2017-2018.

City of Alameda Outreach

On April 22, 2021, the City of Alameda, in partnership with the City Attorney's Office and the Rent Program, convened a panel of experts and staff members for an inaugural Fair Housing Seminar, to educate landlords and tenants on matters related to rent control and fair housing. It is expected that the seminar will be an annual event.

The City has maintained a page of resources for tenants during the COVID-19 pandemic on its website that includes information on Urgency Ordinance No. 3275 and emergency rental assistance programs. In addition, the City Attorney's Office published 14 informational articles on housing matters during FY 2020-2021.

RENT INCREASES

		Unit Regulation Type	
		Partial	Full
MAXIMUM ALLOWABLE RENT	Rent can only be increased by: 1. The Annual General Adjustment (AGA) 2. Landlord petition	X	✓
FREQUENCY	One increase is allowed in any 12-month period	✓	✓
RELOCATION RENT INCREASE	Owed when rent is increased above 10% and tenant chooses to vacate within 90 days of notice	✓	✓



Rent Regulations for Fully Regulated Units

Fully Regulated Units are subject to a cap on the annual amount of a rent increase. Each year, the rent may only increase by the Annual General Adjustment (AGA), calculated at 70% of the percentage change in the Consumer Price Index for the 12-month period ending April of each year; provided, however, in no event will the Annual General Adjustment be more than 5% nor less than 1%.

2021 AGA: 2.7% - Effective September 1, 2021 - August 31, 2022

2020 AGA: 1.0% - Effective September 1, 2020 - August 31, 2021

2019 AGA: 2.8% - Effective September 1, 2019 - August 31, 2020

A moratorium on rent increases at fully regulated units has been in place since April 2020. Passed in response to the COVID-19 pandemic as part of Urgency Ordinance No. 3275, the rent freeze will remain in effect until 60 days after the City Council rescinds its declaration of local emergency.

Ordinance No. 3250 establishes “base rent” as the rent charged on September 1, 2019, or the rent charged on the first date of tenancy if the tenancy starts after September 1, 2019. The Maximum Allowable Rent (MAR) is the “base rent” increased by the AGA. The actual rent, however, may be less than the MAR if the rent has not been increased by the AGA and the unused portion is “banked.”

Beginning in October 2020, the Rent Program issued letters to all landlords and tenants of fully regulated units in the City of Alameda, stating the MAR for each unit and providing a deadline to contest information in the letter.

PETITIONS, APPEALS & HEARINGS

A landlords or tenant may file a petition for a rent-adjustment hearing or to appeal a determination by the Rent Program Administrator. Petitions and appeals are heard by hearing officers who issue binding decisions, subject to judicial review. The petitioning party always has the burden of proof.

Landlord Petitions

A landlord may petition for an upward adjustment to the Maximum Allowable Rent if the landlord believes an increase is necessary to provide a fair rate of return.

Tenant Petitions

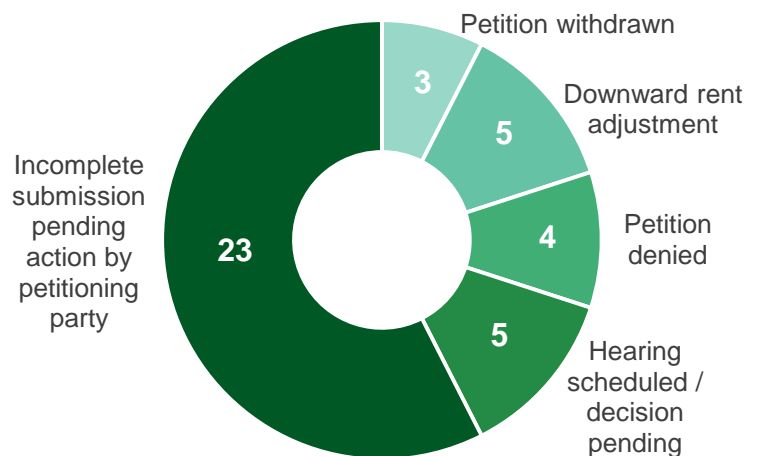
A tenant may request a reduction in the rent if they can show:

- There has been a reduction in housing services, living space, or amenities, such as loss of parking or the availability of laundry facilities on site.
- There has been a substantial deterioration of the rental unit.
- The landlord has failed to comply with housing, health, and safety codes or the City's rent regulations.

Petition Submissions

Landlord petitions requesting an upward rent adjustment	7
Tenant petitions requesting a downward rent adjustment	33
TOTAL:	40

Submission Outcomes



Appeals of Program Administrator's Determination

Hearing officers conducted two appeal hearings, both filed by landlords contesting the Rent Program Administrator's determination regarding whether tenants were owed temporary relocation payments. One hearing involved a single rental unit, while the other hearing considered three tenants displaced from a single rental property. In both cases, the hearing officers denied the appeals and ordered payments made the tenants.

STAFF REVIEW OF RENTS

Rent Program staff conduct reviews of registration information and rent-increase notices based on requests from tenants and landlords or when the registration process indicates a violation has occurred. Staff works with landlords to correct any registration errors. When a rent violation is identified, staff directs the landlord to reset the rent and refund any overpayment to the tenant. If the tenant received an invalid notice that is not yet effective, staff directs the landlord to rescind the notice.

\$49,762

Total paid to tenants
owed a refund after a
rent violation

120

Tenants received
refunds

\$414.68

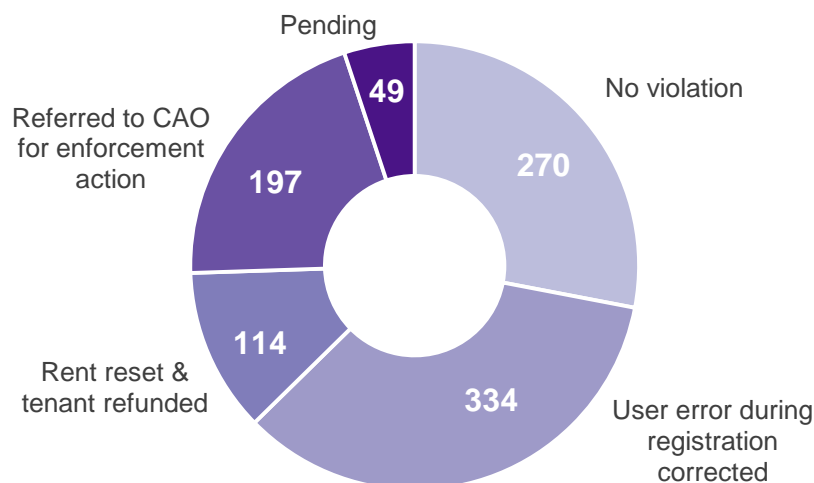
Average refund

Registration Errors and Invalid Rent Increases

During FY 2020-2021, program staff reviewed 964 cases in which registration information submitted by the landlord indicated at least one of the following:

- A rent increase exceeding the Annual General Adjustment (AGA)
- Reported current rent exceeds the Maximum Allowable Rent (MAR)
- A rent increase within one year of move-in
- A rent increase with an effective date after April 22, 2020, in violation of the COVID-19 urgency ordinance
- Reported base rent exceeding the current rent

Review Outcomes

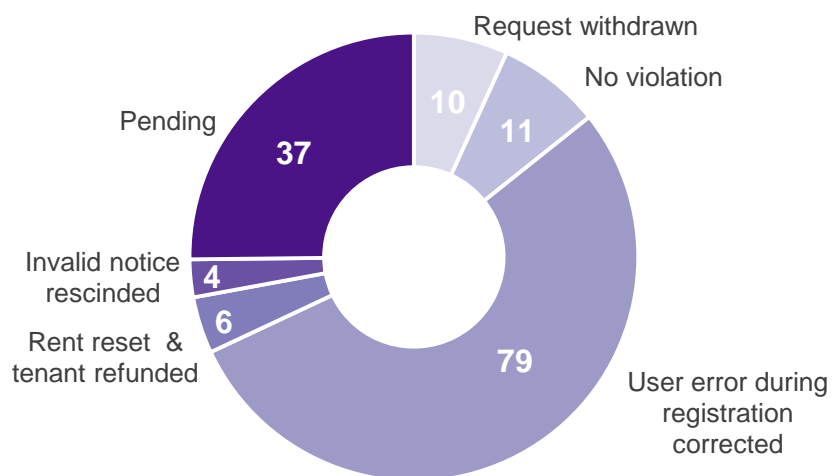


Requests for Staff Review

Tenants may request that Rent Program staff review previous or pending rent increases to determine if they complied with the City's regulations. Tenants may also contest the base rent (and/or the housing services included with the base rent) that the landlord reported when registering the unit. In addition, landlords or tenants may request a review of the calculation of the MAR.

Landlord-initiated requests	28
Tenant-initiated requests	119
TOTAL:	147

Submission Outcomes



TERMINATIONS OF TENANCY

For Cause Grounds

No relocation payment is required, and no reporting is required with the Rent Program.

- Non-payment of rent
- Breach of the lease
- Failure to give access
- Nuisance

No Fault Grounds

Relocation payment is required, and restrictions are placed on the rent and/or the occupancy/use of the unit.

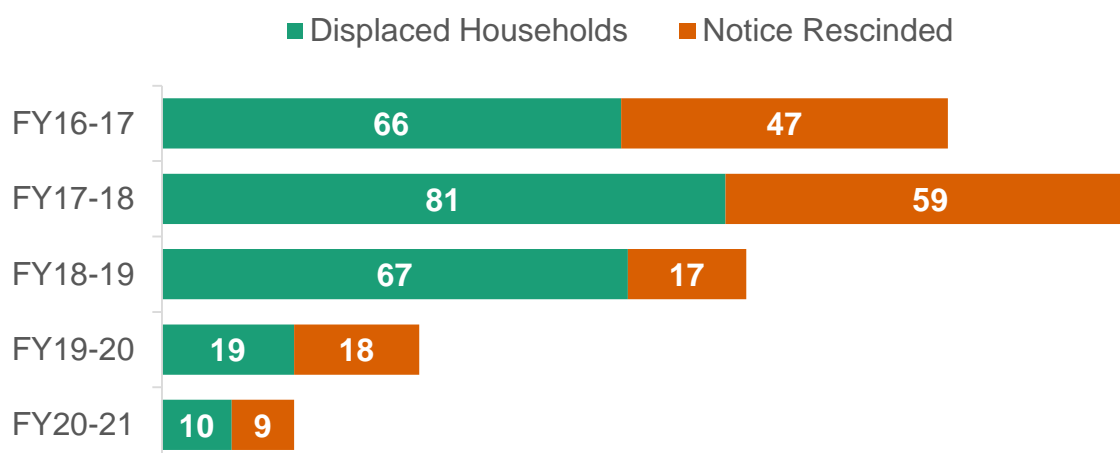
- Owner move-in
- Capital Improvement Plan (CIP)
- Demolition
- Withdrawal permanently from the rental market
- Compliance with a governmental order

The Rent Program received a total of 19 submissions for no-fault terminations of tenancy. Of these, 9 notices were rescinded, primarily due to deficiencies in the notice. The remaining 10 submissions represent an 87 percent reduction in displaced households from the peak in FY 2017-2018.

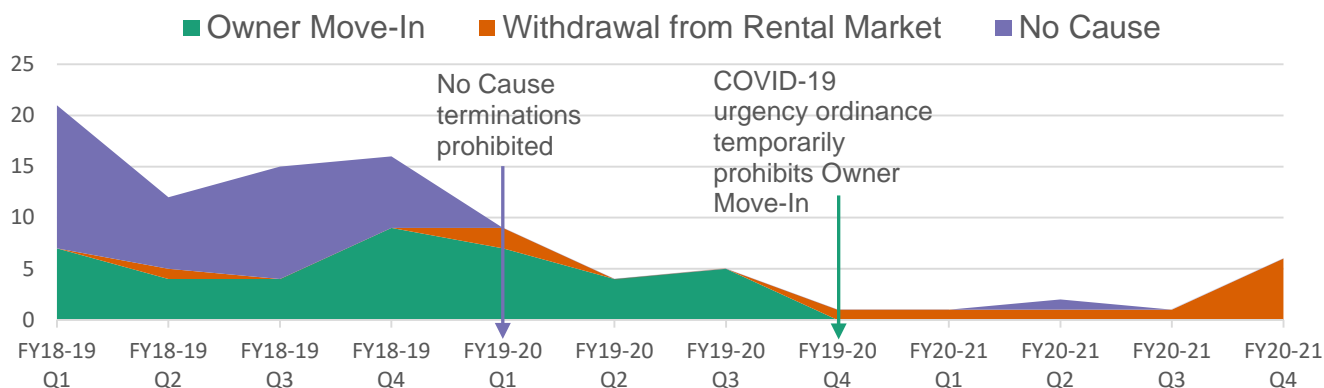
87%
Reduction in
displaced households
since FY 2017-18

On April 21, 2020, the City Council adopted an urgency ordinance that, as a practical matter, restricts landlords from taking action to terminate a tenancy based on non-payment of rent due to a tenant's substantial loss of income stemming from the COVID-19 pandemic, and expressly prohibits a landlord to terminate a tenancy based on an Owner Move-In or an approved Capital Improvement Plan. This moratorium remained in place for the entirety of FY 2020-2021. As a result, there have been no valid terminations based on Owner Move-In since February 2020.

Termination of Tenancy Submissions by Fiscal Year



Quarterly No-Fault Terminations of Tenancy FY2018-2019 to FY2020-2021



Relocation Payments

Tenants are owed a relocation assistance payment when they are not at-fault for the termination of tenancy. FY 2020-2021 marks the first full year that the current system for calculating relocation payments has been in effect.

Effective September 2019, Ordinance No. 3250 bases the amount of the payment on the federal government's estimate of the regional Fair Market Rent for a unit with the same number of bedrooms. In addition, certain tenant households are entitled to a larger payment, namely those that have a tenant who a) is a senior adult, b) is a person with a disability, or c) has at least one child under the age of 18 residing in the household. Under the previous Rent Ordinance, payment was based on the tenant's current rent and length of tenancy.

One termination in Q2 was invalid because the landlord did not state the grounds for termination in the notice; however, the tenants already relocated and received the required payment, and the rent for the next tenancy in the unit will be restricted.

Average Relocation Payment

FY16-17	\$7,385
FY17-18	\$8,773
FY18-19	\$8,743
FY19-20	\$9,618
FY20-21	\$10,023

By City Council resolution, relocation payment amounts are updated annually based on a component of the Consumer Price Index. This resulted in a 2.7% adjustment for FY 2020-2021. Overall, the average payment increased by 4.2% compared to FY 2019-2020.

BUYOUT AGREEMENTS

A buyout agreement is a written agreement between a landlord and a tenant, by which a tenant agrees to vacate a rental unit, usually in return for money. Ordinance No. 3250 affords certain protections to tenants who are offered buyout agreements, including the ability to rescind an agreement up to 30 days after signing.

Buyout agreements must be filed with the Rent Program. Staff reviews 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 valid, and the tenant may rescind an invalid agreement at any time.

21
Buyout agreement
submissions

The Rent Program received 21 buyout agreement submissions, all of which met the requirements of Ordinance No. 3250. The average payment amount was \$20,983, a 77% increase compared to FY 2019-2020. For comparison's sake, this average payment is nearly \$11,000 more than the average relocation payment required by Ordinance No. 3250, if those same tenants had instead been served with a no-fault termination of tenancy.

MONITORING OF UNITS FOLLOWING NO FAULT TERMINATIONS OF TENANCY

Certain restrictions are imposed on landlords following a “no fault” terminations of tenancy. These restrictions apply regardless of a change in ownership. On an annual basis, staff initiates monitoring of the unit to verify compliance with the restrictions, i.e. that residency requirements are met following terminations based on owner move-in; that the unit is not being rented following withdrawal of the unit from the rental market; and, following a “no cause” termination (when those were permitted), that the rent for a new tenant is not more than 5% of the prior rent.

Units Monitored in FY 2020-2021

	No Cause (no longer permitted)	Owner Move-In	Withdrawal from the Rental Market	TOTAL
Met compliance	9	26	2	37
Referred for Enforcement	1	1	0	2
Monitoring Ongoing	4	11	14	29
TOTAL:	14	38	16	68

TEMPORARY RELOCATIONS

Temporary relocation payments are owed when (1) the landlord takes action to terminate a tenancy temporarily; or (2) when the tenant has temporarily vacated the rental unit (a) in compliance with a governmental agency's order to vacate; (b) due to health or safety conditions, as defined; or (c) as part of an approved Capital Improvement Plan.

For the first 60 days after the tenant vacates the rental unit, the landlord must make payments based on per diem rates set by the City Council to reflect local lodging, meal, laundry, and pet boarding expenses. A tenant continues to pay rent to the landlord while receiving these payments.

6

Temporary relocation
submissions

If the tenant remains displaced for longer than 60 days, the payments switch to a "rent differential" model, calculated by subtracting the tenant's rent from a fair market value for a unit with a comparable number of bedrooms. These payments continue until the tenant either re-occupies the rental unit or finds alternative, permanent housing. A tenant does not pay rent to the landlord while receiving a rent differential payment.

SUBMISSIONS

Six temporary relocation cases were submitted to the Rent Program in FY 2020-2021, concerning tenants displaced from three rental properties due to governmental orders to vacate and/or health and safety conditions. All six tenants found alternative, permanent housing:

- In four cases (including three from a single property), tenants received total payments ranging from \$1,795 to \$42,739.
- One tenant received only a portion of the relocation payment owed. This case has been referred to the City Attorney's Office for enforcement action.
- One landlord is seeking judicial review of a hearing officer's decision that \$12,924 is owed to the tenant.

CAPITAL IMPROVEMENTS

If a landlord intends to make substantial capital improvements to a property, the landlord may submit a Capital Improvement Plan to recover from the tenants, over time, the amortized cost of the improvements. The improvements must meet a cost threshold of at least eight times the monthly rent of each unit being improved. In addition, if any tenants must be displaced, even temporarily, because of work associated with capital improvements, the landlord must submit a plan to the Rent Program for approval prior to work commencing; however, landlords are currently prohibited by Urgency Ordinance No. 3275 from taking such action to terminate a tenancy.

1

Capital Improvement
Plan submission

SUBMISSIONS

One Capital Improvement Plan was submitted to the Rent Program in FY 2020-2021. This application was denied because it did not meet the cost threshold requirement. In addition, a plan submitted but not approved in FY 2019-2020 was withdrawn by the landlord because the tenant voluntarily vacated the unit.

ENFORCEMENT FOR VIOLATIONS

When Rent Program staff determines there has been a violation of the Rent Ordinance and is unable to resolve the issue with the violator, program staff refers the matter to the City Attorney's Office for review. When appropriate, the City Attorney's Office will undertake enforcement measures.

Failure to Remedy Violations Filed with Rent Program

During FY 2020-2021, the City Attorney's Office resolved 17 out of the 20 cases referred for failure to resolve violations filed with the Rent Program related to relocation payments, restrictions on a rental unit following a "no fault" termination of tenancy, and staff review of rent increase notices.

	Resolved	Pending	TOTAL
Open cases at beginning of FY 20-21	8	2	10
New referrals	9	1	10
TOTAL	17	3	20

Failure to Remedy Registration Violations

In May 2021, one year after the close of open registration, Rent Program staff provided the City Attorney's Office with a list of properties that had not been registered or for which the annual fee for FY 2020-2021 remained unpaid, or a combination of the two.

Referrals for Failure to Register and/or Pay the Annual Program Fee

	Registered	Unregistered	TOTAL
Unpaid	52	468	520
Partial payment	7	8	15
Paid but unregistered		391	391
TOTAL	59	867	926

A total of \$195,806 in unpaid fees for FY 2020-2021 remained pending at the time of referral.

The registration process also allowed Rent Program staff to identify units that may have received an invalid rent increase based on information provided by the landlord. Staff were able to resolve 80% of these cases. The unresolved cases were also referred to the City Attorney's Office in May 2021.

Referrals for Failure to Resolve Registration Errors

Rent increase during moratorium	Rent increase within first year of tenancy	Current rent exceeds maximum allowable rent	Registration error (base rent exceeds current rent)	TOTAL
12	46	114	25	197

Response by City Attorney's Office to Direct Contact

The City Attorney's Office also responds to direct contact that it receives, including those related to housing matters in the City of Alameda. In most cases, issues can be resolved with phone calls and referrals. When it identifies violations of City regulations, the Prosecution Unit may decide to initiate enforcement. In FY 2020-2021, the Prosecution Unit took the following actions:

- Simple housing matters resolved by phone: 133
- Housing enforcement matters initiated: 15
- Housing enforcement matters resolved: 10

LOOKING FORWARD

Rent Program priorities and goals for FY 2021-2022:

- Assist with the development of a revised Capital Improvement Policy and present it to the City Council.
- Continue to register residential rental units covered by Ordinance No. 3250 that have not yet been registered.
- Escalate enforcement efforts for non-compliant properties which have either not been registered, have unpaid annual fees due, or have failed to remedy outstanding violations.
- Continue with outreach efforts to landlords and tenants to provide accurate information regarding their rights and responsibilities under new regulations.
- Distribute updated program materials, such as the revised Landlords and Tenant Pocket Guides.

WHERE TO FIND MORE INFO

Online Resources:

www.alamedarentprogram.org



Informational Workshops:

In-person presentations are currently scheduled to resume in October 2021. To register for an upcoming workshop or view video of a previously recorded workshop, visit www.alamedarentprogram.org/Workshops-Clinics.



Contact Information:

Office hours are
Monday through
Thursday from
8:30 am to 4 pm



Phone

510-747-4346



Email

rentprogram@alamedahsg.org



Fax

510-764-7555



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**701 Atlantic Ave
Alameda, CA 94501**



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: Stephanie Shipe, Director of Portfolio Management

Date: October 20, 2021

Re: Accept the Monthly Overview Report for Property Operations.

BACKGROUND

This memo provides a high-level overview of the Property Operations Department's activities for the month of September 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 September, 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 twenty (20) 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 September. Progress is taking place in filling the vacancies. Of the twenty (20) vacant units, fourteen (14) have move-ins scheduled, eleven (11) are turned and ready for occupancy, eight (8) 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 101% is provided below.

The collection rate for Independence Plaza is 108.2%, China Clipper is 102.6% and Scattered Sites



is 102.1% which are higher due to collecting on past due rents from residents and Emergency Rental Assistance Program (ERAP). The collection rate for Esperanza is 95.3% and this is primarily the result of missed rent payments by residents affected by income loss due to COVID 19. All residents have been given the SB-91 Notice and have been referred to LifeSTEPS. JSCo and AHA are sending out monthly statements to residents to encourage payment plans. All residents with a past due balance have been submitted for rental reimbursement on the Alameda County website. Residents have already started to login and upload their documents to verify the need; LifeSTEPS case workers are assisting residents to complete this step. Evictions due to non-payment of rent are currently prohibited by Alameda County and are expected to lift sixty (60) days following the expiration of the Local Health Emergency in Alameda County.

RENT INCREASES

As staff reported previously, due to the existing health crisis, AHA temporarily ceased all rent increases, except annual PBV rent increases. As of September 1, 2021, rent increases have been submitted for all subsidized units. Staff plan to do a 3% rent increase at Independence Plaza in February 2022 for all non-subsidized units.

SOCIAL SERVICES

In September, LifeSTEPS continued in-person meetings. LifeSTEPS has been providing aid to tenants and households and continues to link them to financial service agencies, as needed. The 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 115 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 an 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 to enter, there is a questionnaire and protocols that must be adhered to if work is to be completed in the occupied units.

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

HQS inspections are complete at Anne B. Diamant and Independence Plaza began in September 2021. To date 83.7% of AHA owned units have passed HQS.

POLICE CONTRACT

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

CAPITAL PROJECTS

The attached table (Attachment 2) summarizes Housing Authority budgeted Fiscal Year 2021-2022 capital projects currently underway.

PROPERTY UPDATE

A memo on the Independence Plaza financial situation is expected to come to the Board in November, including a proposed deadline to transfer the remaining two properties to third party management (Independent Plaza and Anne B Diamant). At this time, staff are considering a deadline of January 1, 2024 which would allow Independence Plaza to establish two years of third party management before a refinancing in 2026 when the current loan matures and redevelopment funding expires. The individual transfers will come to the Board for approval closer to the actual transfer.

FISCAL IMPACT

Report only, no financial impact.

CEQA

N/A

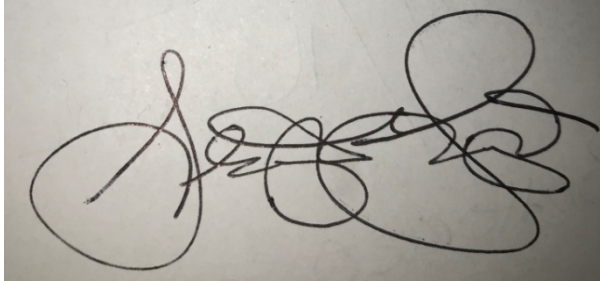
RECOMMENDATION

Accept the Monthly Overview Report for Property Operations.

ATTACHMENTS

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Stephanie Shipe', written on a light-colored background.

Stephanie Shipe, Director of Portfolio Management

ATTACHMENT 1

Month of September 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 Diamant	AHHC	AHA	65	Senior	1	\$ 110,683	\$ 22,987	\$ 88,836	\$ 111,823	101.0%
* Independence Plaza	AAHC	AHA	186	Senior	1	\$ 206,792	\$ 134,776	\$ 88,873	\$ 223,649	108.2%
China Clipper	AHHC	JSCO	26	Family	1	\$ 45,187	\$ 11,771	\$ 34,609	\$ 46,380	102.6%
Eagle Village	AAHC	JSCO	36	Family	1	\$ 86,227	\$ 22,568	\$ 64,358	\$ 86,926	100.8%
Esperanza	AAHC	JSCO	120	Family	1	\$ 343,478	\$ 68,541	\$ 258,686	\$ 327,227	95.3%
Everett Commons	ICD	JSCO	20	Family	1	\$ 44,034	\$ 9,179	\$ 35,045	\$ 44,224	100.4%
Littlejohn Commons	ICD	JSCO	31	Senior	1	\$ 54,866	\$ 8,905	\$ 45,107	\$ 54,012	98.4%
Parrot Village & Gardens	AAHC/AHA	JSCO	58	Family	1	\$ 163,184	\$ 39,314	\$ 123,870	\$ 163,184	100.0%
Scattered Sites	AHA/AAHC	JSCO	34	Family	0	\$ 70,812	\$ 16,826	\$ 55,481	\$ 72,307	102.1%
TOTAL			576		8	\$ 1,125,263	\$ 334,867	\$ 794,865	\$ 1,129,732	100.4%

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 Diamant	AHHC	2	3.1%	0	3.1%	1	0	34	1
* Independence Plaza	AAHC	6	3.2%	0	3.2%	6	1	177	1
China Clipper	AHHC	3	12.0%	0	12.0%	0	1	23	
Eagle Village	AAHC	2	5.7%	0	5.7%	2	1	38	1
Esperanza	AAHC	4	3.4%	0	3.4%	3	0	27	1
Everett Commons	ICD	0	0.0%	0	0.0%	0	0	2	
Littlejohn Commons	ICD	0	0.0%	0	0.0%	0	1	2	
Parrot Village & Gardens	AAHC/AHA	2	3.5%	0	3.5%	2	1	14	1
Scattered Sites	AHA/AAHC	1	2.9%	0	2.9%	0	0	8	
TOTAL		20	3.5%	0	3.5%	14	5	325	5

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 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 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
Sherman 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 Inspections/Repairs	14,995	0	14,995	10/15/2019	10/15/2019	COMPLETE
Sherman Street	Roofing	145,000	0	145,000	10/18/2019	10/18/2019	COMPLETE
Haight Avenue	Renovation Project (Pending Acquisition)	500,000	-	500,000	-	-	No update, project pending acquisition
Rosefield Village	Redevelopment Project	7,000,000	-	7,000,000	2020	2020	See HCD Report
North Housing	Demo/New Construction	3,000,000	-	3,000,000	2024	2024	See HCD Report



Housing Authority of the City of Alameda

PHONE (510) 747-4300
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TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: October 20, 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 \$7.5 million and a Letter of Intent for \$2.5 million (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 is presented as a separate Board item.

North Housing - An update report is presented as a separate Board item.

Feasibility Studies -One potential project (discussed in Closed Session 1/20/21) is in feasibility at this time.

Acquisitions

1. 2615 Eagle - The Board authorized an offer on 6/2/21, which was accepted by the Alameda Unified School District on 8/10/21. Staff and consultants are in due diligence, which ends November 15, 2021 (assuming no extensions). An escrow closing is planned for December 1, 2021.



2. Pulte purchases - In December 2020, the Board authorized staff to purchase 18 Below Market Rate units at 2800 Fifth Street. An attachment is included with updated photos. Pricing will be slightly higher due to the need to front property taxes and other closing costs. The first purchases are anticipated in 30 days.

3. Staff continue to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available. In preparation, staff is actively procuring development consultants and refreshing its qualifications lists. Staff hosted an Investor and Development Partner Briefing in October to garner interest in North Housing and other pipeline projects.

New Funding Opportunities

1. Staff expect to hear about its application for \$2.5 million in matching funds from the Local Housing Trust Fund (State of CA) this month.

2. Feasibility for Faircloth vouchers - Staff continues to study the potential to activate AHA's Faircloth capacity of 120 vouchers under a Faircloth-to-RAD transaction.

Staffing

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

Our summer intern, Augustina Ullman, is leaving AHA this month to join the California Housing Partnership Corporation, a prestigious research and affordable housing development agency. We are grateful for her cheer and hard work this summer and wish her well in her future affordable housing endeavors.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

ATTACHMENTS

1. Attach 1 Pulte Updates

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Pulte BMR

Bay 37-2800 Fifth St

Updates

- First two units estimated delivery October 2021
- Regulatory Agreement & Release under review by City
- Pricing settled – Total has increased by \$142,000
- Solar panels to be leased
- Property Management arranging site visit

Lookout



Lookout Model – Living Area



Kitchen



Landing



Compass



Questions/Comments?



Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: October 20, 2021

Re: Accept the Monthly Development Report for North Housing.

BACKGROUND

The North Housing Project is the redevelopment of approximately 12 acres of land at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. The Housing Authority is leading the development under a homeless accommodation conveyance, alongside Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. On February 21, 2016, the Board authorized acceptance of the Quit Claim deed for conveyance of the property to the Housing Authority. On June 5, 2018, City Council approved the resolution to transfer the North Housing site to the Housing Authority. North Housing successfully transferred to Housing Authority ownership on May 30, 2019. The Board approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

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

DISCUSSION

Demolition of the existing buildings is complete, and the demolition permits were finalized on September 20, 2021. Subsequently, staff filed the Notice of Completion with the Alameda County Recorder's Office on September 22, 2021, related to the demolition contract.

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



On September 2, 2021, the North Housing Block A design review submittal package was submitted to the City under SB 35, which provides for streamlined and ministerial review and approval of multifamily affordable housing projects. On September 16, 2021, staff submitted three proposals to the Housing Authority in response to the Request for Proposal for Project-Based Voucher Program published on August 13, 2021.

A virtual Investor and Development Partner Briefing for North Housing is scheduled for October 12, 2021 at 10:30 AM Pacific Day Time. AHA and ICD will share our vision and plan for North Housing with potential lenders, investors, and other development partners at the briefing. Also, it will provide an opportunity for questions from interested parties.

FISCAL IMPACT

The Board previously authorized a predevelopment loan of \$6,238,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 90 units of permanent supportive housing. Funds are disbursed to ICD on an as-needed basis. The current available redevelopment loan balance is \$1,530,390. Please refer to the attached chart summarizing expenses through September 30, 2021.

CEQA

Not Applicable

RECOMMENDATION

Accept the Monthly Development Report for North Housing.

ATTACHMENTS

1. 21_1020_North Housing Expenses Chart

Respectfully submitted,



Tony Weng, Senior Project Manager

North Housing Predevelopment Expenses Chart Through September 30, 2021.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes master planning and demolition)	\$4,138,751
First Phase Pre-Development (Block A, includes 90 PSH units)	\$124,105
Carrying Costs (see details below)	\$444,754
Grand Total	\$4,707,610

<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	\$1,092
Grand Total	\$444,754



Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Allyson Ujimori, Senior Project Manager

Date: October 20, 2021

Re: Accept the Monthly Development Report for Rosefield Village.

BACKGROUND

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

The Rosefield Village project includes new construction of 78 units and renovation of 14 units, totaling 92 units, located on the 700 block of Buena Vista Ave. ICD is the developer. The overall project scope includes both rehabilitation of existing structures and construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry, property management offices, social service coordination offices, a community room, and a central courtyard. 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 September 30, 2021, is approximately 52%.

This month's construction activities included trenching for underground utilities, siding install, roofing install, building insulation install, exterior painting, MEP install, and new water service install. There is one change order for the current month, Change Order #12, which is in the amount of \$44,405.86. This Change Order will go towards funding the replacement of the railings at the rehabbed units and minor modifications to accommodate on-site conditions. To date, \$740k has been spent through hard cost contingency. Of this amount, a majority (63%) has been spent on upgrades to the property, like security cameras, installation of solar panels to offset common area uses,



and upgrades to the rehabbed units so that their post-rehab quality is closer to that of the new construction units. The remaining amounts include unforeseen conditions (17%), costs related to public requirements (9%), and setting aside an allowance to replace the sewer lines (10%). Typically, the project is going well if the contingency used is less than or equal to the percent complete. In this case, the project has utilized approximately 17% of its hard cost contingency, which is well below the project's percent complete.

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

Contingency Utilization

	Original Budget	Previous Revisions	Current Revisions	Revised Budget
Construction Contract	\$38,218,849	\$695,818	\$44,406	\$38,959,075
Hard Cost Contingency	\$4,586,262	-\$695,818	-\$44,406	-\$3,846,040
Soft Cost Contingency	\$300,000	-\$176,319	\$0	\$123,683

Construction Contract Utilization

Contract Total	Value of Work Completed to Date	Retention Withheld	Amounts Paid to Date	Balance to Finish
\$38,916,179	\$20,439,010	\$1,691,182	\$18,747,828	\$20,291,246

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 September 30, 2021:

Total Units	Vacant Units	Moves Completed	Current Occupied	Remaining Units to Permanent 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.

Leasing & Tenant Selection Plan

Project staff is working with the Portfolio Management and Housing Programs Departments and the John Stewart Company to prepare the project for leasing later this year. The Tenant Selection Criteria and Marketing Plan are currently being reviewed by the City and County. Staff anticipates that the interest list will be generated between late November 2021 through January 2022. Since the project has Alameda County A1 Bond Funding, it will use the Alameda County Housing Portal, which is a universal core tenancy application system where low-income households seeking subsidized housing can locate and be informed of unit availability throughout the County. This is like San Francisco's DAHLIA system.

FISCAL IMPACT

ICD funds were advanced to Rosefield to fulfill the General Partner Capital Contribution requirements. These funds of \$1,115,000 will be repaid in three tranches, two of which have been approved and funded in the amount of \$1.1 million. The last tranche of \$15k is being requested this month. The Finance Department is working with HD to track these internal disbursements and repayments, and the funding of the GP Capital Contribution is documented in an internal memo.

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

	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Buildings	\$17,435,451	\$17,435,451	100%	\$0
Hard Costs	\$43,285,111	\$18,951,107	44%	\$24,414,004
Soft Costs	\$15,751,616	\$7,974,006	50%	\$8,707,804
Total	\$76,472,178	\$44,360,564	57%	\$33,121,808

Development Advance Status

On August 2, 2021, the Board approved a \$1.2 million unsecured loan from AHA to ICD to cover unanticipated costs observed by the project. This loan is categorized as a development advance to the project from CELP. Three categories of uses are property taxes, EBMUD water connection fees, and additional soft cost contingency. In the last month, the project's property taxes were cancelled through an approved welfare

exemption, so approximately \$197k was returned to AHA. The project also expects a \$375k credit from EBMUD, which can be anticipated in the next three to four months. Staff currently expects the remainder of the repayment to come at permanent loan conversion, from construction savings and tax credit equity.

Total Funds Disbursed	\$930,194
Refunds/Credits Received to Date	\$0
Outstanding Balance	\$292,806

CEQA

This item is not applicable.

RECOMMENDATION

Accept the Month Development Report for Rosefield Village.

ATTACHMENTS

None

Respectfully submitted,



Allyson Ujimori, Senior Project Manager



Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Daniel Mills, Management Analyst

Date: October 20, 2021

Re: Accept the Monthly Overview Report on Procurement.

BACKGROUND

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

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 and we will inform the Board of all developments.

Other Procurement Notes:

- Staff is having ongoing discussions with some vendors to ensure compliance with contract expectations. In some areas, this has resulted in increased monitoring and deferring payments on invoices.
- Staff has been conducting internal testing for CivicClerk, the Board Management Software, to assist in generating and distributing the scheduled Board memos. The August memo was the first memo to be primarily composed and distributed with the new application, without the Board and minutes management features. Staff plans on utilizing these features for the October board meeting and will be conducting a mock meeting with step-by-step documentation.

AHA solicitations can be found here:

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

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



RFP/IFB	DESCRIPTION	STATUS
ADA 504 Transition Plan	For all AHA owned sites.	Contract awarded.
Benefits Broker	For AHA personnel.	RFP to be issued in 2021.
Copier Services	For the AHA Office.	The current contract will need to be extended due to supply chain issues. RFP will be re-evaluated in the next several months.
Financial Consulting	Feasibility and financial analysis.	RFP issued August 25th.
General Contractor	For North Housing.	RFP to be issued in October.
Inspection Services	For HQS.	Contract awarded.
Interior Furnishings	For Rosefield Village.	RFP issued September 24th.
Market Study	For North Housing.	RFP issued September 29th.
Payroll Services	For AHA personnel.	RFP to be issued in late 2021.
Project-Based Voucher Program	50 vouchers to be placed.	RFP closed.
Social Services	All AHA & ICD sites.	RFP will be issued by October.
Website Services	For the main AHA website.	Vendor selected

FISCAL IMPACT

Reference each individual procurement event.

CEQA

N/A

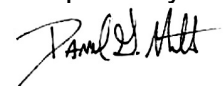
RECOMMENDATION

Accept the Monthly Overview Report on Procurement.

ATTACHMENTS

None

Respectfully submitted,



Daniel Mills, Management Analyst



Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: October 20, 2021

Re: Accept the Fiscal Year to Date Financial Report through the Month of August 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 August 2021 (activity for 2 month period from July through August 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.

August 2021	PTD Actual	PTD Budget	Variance	% Variance
TOTAL REVENUE	8,184,373	9,417,257	-1,232,885	-13.09



LESS: OPERATING EXPENSES	7,276,698	8,865,310	1,588,612	17.92
NOI	907,675	551,948	355,727	64.45

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 54% showcases that AHA is lowly leveraged.

August 2021 Performance Indicator	Cash	HAP	Months Covered
Cash and Investments/Total HAP	37,030,495	2,902,405	12.76
Cash and Investments/Operating Expense	37,030,495	7,276,698	5.09
Cash and Investments/HAP and Operating Expense	37,030,495	10,179,103	3.64
Percentage Debt to Assets	138,290,484	256,293,281	54%

Third Party Management

AHA has outsourced Eagle Village and Rosefield Village projects to The John Stewart Company (JSCO) prior to 2019. Additional AHA and AAHC properties were transferred to JSCO's management on July 1, 2020 including Parrot Gardens, Parrot Village, Detached Homes, Sherman Street, Lincoln House, Senior Condos, Stanford House, Lincoln Willow and China Clipper Plaza Apartments. Esperanza was outsourced to JSCO on January 1, 2021.

Income and occupancy figures are provided in the Monthly Overview report for Property Operations for the properties managed by JSCO. AHA receives financial statement packages from JSCO for these properties on a monthly basis by the 3rd business week of the following month, and the financial activity of the properties are reviewed, consolidated and presented in the exhibits attached to this memorandum. Furthermore, Esperanza, Eagle Village and Parrot Village 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 October 2021.

Operations Budget – Revenue

Year-to-date - Rental income (Total Tenant Revenue) of \$2,087,227 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 \$250,012 (10.70%) due mostly to pending billing of tax increment payment from the City of Alameda. Adjusting out this specific accrued revenue item, total revenue is lower than budget by only \$5,791 (0.28%). 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 September 2021 after the successful legal transfer of the properties. Based on the trend of HAP payments through October 2021, there should be little or no variance for this line item by the October 2021 reporting.

Total Other Income and Restricted Income is lower than budget by \$137,752 (40.86%). 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 and will be presented in the September 2021 report. 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 \$338,667 below budget for the month of August 2021 as the budget amount is accrued ratably over the year. Tenant paid rental revenue is \$46,776 or 7.45% higher than budget, with vacancy loss lower than budget by \$28,818.62 or 44.80%. HAP to AHA properties is \$117,415 or 7.71% 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 September 2021 and no material variance is expected by October 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 \$8,083.16 or 2.56% lower than budget.

Expenses

Total operating expenses including HAP are substantially lower than the year-to-date by \$1,588,611.92 (17.92%), and total operating expense not including HAP is \$1,104,501 lower than budget (39.27%). 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

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 \$460,453.50 (7.66% 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 \$65,686 (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 5 months of funds in arrears.

Statement of Net Position

The Housing Authority has adequate cash resources for operations. As of August 31, 2021, AHA, AAHC and its affiliates have \$16.4 Million in cash, and \$20.6 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	
Period = Aug 2021	
Cash	16,369,776
LAIF (Local Area Investment Fund)	11,654,555
CAMP (California Asset Management Program)	9,006,165
Total Cash and Cash Equivalents	37,030,495

II) Restricted and Unrestricted Cash and Equivalents Breakout	
Period = Aug 2021	
Restricted Property Funds (Security Deposit, Replacement Reserve, etc.)	1,504,294
Restricted Federalized Funds (Section 8, Family Self Sufficiency, etc.)	1,656,930
Unrestricted Cash	33,869,271
Total Cash and Cash Equivalents	37,030,495

There were no fiscal year board deemed restricted funds disbursed through the month of August 2021.

Furthermore, please see agenda item Accept the Quarterly Investment Report for Period Ending September 30, 2021 for additional information, including LAIF and CAMP statements.

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) are transmitted, so 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 reporting was accepted by HUD in late September 2021.

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. Selection of the 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 of the LIHTC project partnerships 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 were filed by the extended deadline of September 15, 2021. Island City Development's audited financial statements and tax return planning has begun. The Island City Development draft audit is currently being reviewed by staff. 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.

AHA staff will prepare a Request for Proposal for Audit and Tax Services for Island City Development and its affiliates by November 2021.

Unfunded Pension Liabilities

On May 20, 2020, the Board of Commissioners voted to fund CalPERS \$1 Million and to continue to fund the unfunded pension liabilities under the soft fresh start mechanism. AHA funded \$1,000,000 before the end of fiscal year June 30, 2020. On an ongoing basis, AHA staff will monitor on an annual whether the accrued unfunded liability is within 90%-110% of funding level and will escalate to the Board of Commissioners on whether there is any action that will be needed. In June 2021, staff

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

No additional bank accounts were closed or opened from the prior month reporting. It is expected that certain bank accounts held by JSCO for AHA and ICD properties will be closed in the upcoming months to streamline reporting as properties have transferred from AHA to AAHC.

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

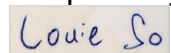
RECOMMENDATION

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

ATTACHMENTS

1. BALANCE SHEET AUGUST 2021
2. BUDGET COMPARISON PTD
3. BUDGET COMPARISON

Respectfully submitted,



Louie So, Director of Finance

Balance Sheet
Period = Aug 2021
Book = Accrual

	Current Balance
1000000 ASSETS	
1100000 CURRENT ASSETS	
1101000 CASH	
1110010 Cash - Unrestricted	12,656,911.12
1110018 Cash - Operating Checking with 3rd Party	1,965,932.46
1110019 Petty Cash with 3rd Party	500.00
1110020 Cash - Petty cash	500.00
1110021 Cash - Benefit Account	77,720.57
1110030 Cash - FSS	163,917.75
1110040 Cash - Replacement Reserve Bldg	406,000.00
1130030 Cash - Restricted Sec Dep	203,458.22
1140050 Cash - Tenant Security Deposits with 3rd Party	262,225.63
1199000 TOTAL CASH	15,737,165.75
1200000 ACCOUNTS RECEIVABLE	
1240010 Accounts Receivable - Government	275,982.51
1240050 HAP Rent Receivable	34,925.79
1240070 Accounts Receivable- HUD	18,858.49
1250010 Accounts Receivable - Other	647,893.01
1250050 Accounts Receivable - 3rd Party Management	563,274.56
1255000 Subsidy Suspense Receivable	-17,331.35
1260000 Accounts Receivable - Tenant	265,258.51
1260050 Accounts Receivable - Tenant Rent with 3rd Party	330,845.79
1261000 Allowance for Doubtful Accounts -Dwelling Rent	-100,790.92
1280000 Fraud Recovery	29,390.04
1281000 Allowance for Doubtful Accounts - Fraud	-28,837.04
1290000 Accrued Interest Receivable	-0.18
1299000 TOTAL ACCOUNTS RECEIVABLE	2,019,469.21
1300000 INVESTMENTS AND OTHER CURRENT NOTES	
1310000 Investments(LAIF)- Unrestricted	10,462,709.84
1320010 Investments - Other	202.00
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
1350031 Investments - CAMP	9,006,164.52
1350100 Mortgage Receivable	114,708,521.49
1350103 Mortgage Receivable-Jack Capon L. P.	85,564.00
1350105 Loan Receivable-Security Deposit Loan	92,569.00
1350106 Loan Receivable - ICD	18,573,482.00

Balance Sheet
Period = Aug 2021
Book = Accrual

	Current Balance
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	157,910,855.77
1400000 PREPAID EXPENSES	
1420020 Prepaid Insurance - Liability	207,655.35
1420040 Prepaid Insurance - Worker Comp	45,778.16
1420050 Prepaid - Other	19,615.18
1420051 Prepaid Rent	20,213.17
1420095 Prepaid Expense - Management Company	31,203.88
1430010 Replacement Reserve-NorthMarq Loan	632,610.06
1440099 TOTAL PREPAID EXPENSES	957,075.80
1440105 INTERPROGRAM	
1440110 Interprogram (Due From)	2,791,745.77
1440899 TOTAL INTERPROGRAM	2,791,745.77
1500000 TOTAL CURRENT ASSETS	179,416,312.30
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	1,439,015.59
1629000 TOTAL LAND AND BUILDINGS	90,580,903.55
1630040 Furniture and Equipment - Dwelling	347,786.73
1630041 Furniture and Equipment - Other	77,229.37
1650000 Leasehold Improvements	14,552,214.53
1660030 Accumulated Deprecation	-31,007,343.41
1660060 Accumulated Depreciation - 3rd Party	-800.01
1699000 TOTAL FIXED ASSETS	74,549,990.76
1700000 ALL OTHER ASSETS	
1740000 Other Asset	110,510.02
1770000 TOTAL ALL OTHER ASSETS	110,510.02
1800000 DEFERRED OUTFLOW	
1800200 Deferred Outflow of Resources	1,505,707.01
1890000 TOTAL DEFERRED OUTFLOW	1,505,707.01
1900000 CONSTRUCTION IN PROGRESS	
1900100 CIP - On Site Improvement	389,591.60
1900200 CIP - Admin Expenses(including postage & advertising)	1,092.02
1900210 CIP - Architectural & Engineering Fees	63,227.50
1900216 CIP - Survey Fees	29,784.60
1900230 CIP - Professional Services (Other)	17,208.00
1900280 CIP - Insurance Costs During Construction	12,836.17
1900290 CIP - Organization - Legal	6,009.50
1900335 CIP - Permanent Loan - Fees	186,000.00

Balance Sheet
Period = Aug 2021
Book = Accrual

	Current Balance
1900410 CIP - Environmental Testing & Reports	3,950.00
1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist)	1,061.33
1919999 TOTAL CONSTRUCTION IN PROGRESS	710,760.72
1929999 TOTAL LONG TERM ASSETS	76,876,968.51
1999999 TOTAL ASSETS	256,293,280.81
3000000 LIABILITIES AND EQUITY	
3005000 LIABILITIES	
3100000 CURRENT LIABILITIES	
3100500 ACCOUNTS PAYABLE	
3120010 Accounts Payable<= 90 Days	-74,219.47
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)	-650.01
3120018 Accounts Payable-PARS retirement (employee portion)	140.22
3120019 Accounts Payable-Flexible Spending Account(employee portion)	1,823.02
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	152,332.00
3120026 Accounts Payable FSS Interest	-28.23
3120029 Accounts Payable - 3rd Party Management Company	174,681.59
3120030 Accrued Wage/Payroll Taxes Payable	1,101.95
3120040 Accrued Compensated Absences - Current Portion	154,443.92
3120045 Accrued Vacation Payable - 3rd Party Management	10,248.46
3120070 Accrued Payables	180,295.93
3120075 Accrued Accounts Payable - 3rd Party Management	584,293.40
3330020 Account Payable - HUD	1,841.60
3330100 Tenants- Rents Payable	9,900.00
3339000 TOTAL ACCOUNT PAYABLE	1,198,535.30
3400000 SECURITY DEPOSITS HELD	
3410010 Tenant Security Deposits	182,498.99
3410015 Tenant Security Deposits - held with 3rd Party Management	260,946.17
3410020 Tenant Security Deposits - Pets	450.00
3410030 Tenant Security Deposits - Gate Opener	25.00
3410040 Tenant Security Deposits - Satellite Dish/Antenna	500.00
3410050 Tenant Security Deposits - Interest	0.08
3410060 Tenant Security Deposits - Pooled Interest	37,257.08
3410999 Security Deposit Refund	6,776.05
3419000 TOTAL SECURITY DEPOSITS HELD	488,453.37
3419900 OTHER LIABILITIES	
3420000 Prepay Tenant Rent	55,112.15
3421000 Prepay Tenant Rent - 3rd Party Management	248,383.17

Balance Sheet
Period = Aug 2021
Book = Accrual

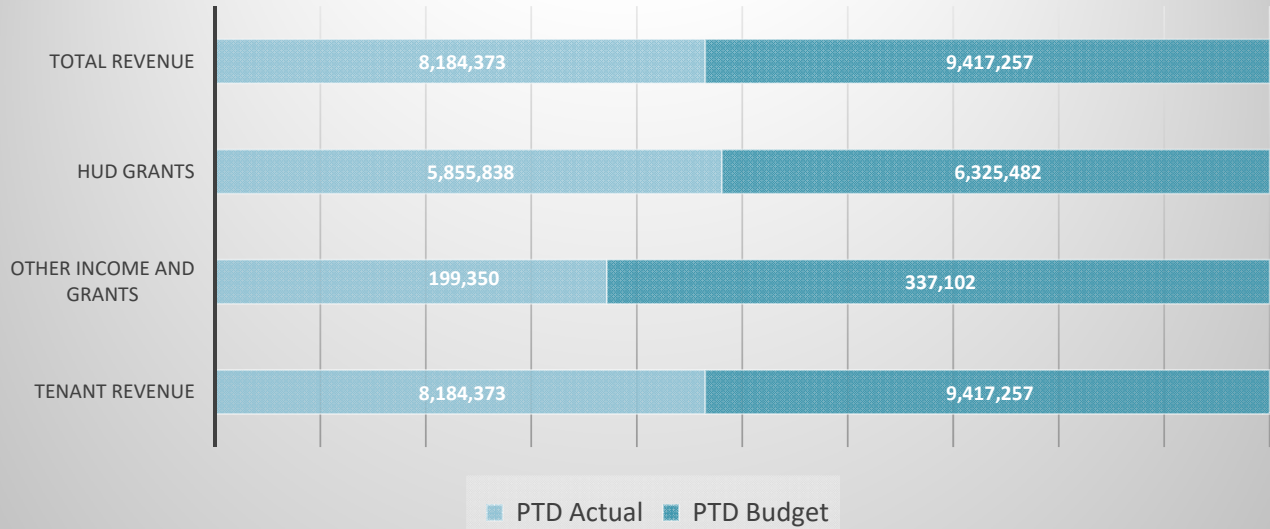
	Current Balance
3425000 Unearned Revenue	353,032.00
3426000 Prepaid Ground Lease Rent	16,282,176.97
3430000 Current Portion of Long Term Debt - Capital Projects	525,268.15
3449000 TOTAL OTHER LIABILITIES	<u>17,463,972.44</u>
3470000 INTERPROGRAM	
3470050 Interprogram (Due to)	2,740,148.73
3471000 Due To/Due From Suspense Account	544,140.94
3480000 TOTAL INTERPROGRAM	<u>3,284,289.67</u>
3499000 TOTAL CURRENT LIABILITIES	22,435,250.78
3500000 NON-CURRENT LIABILITIES	
3510100 Mortgage Loan Payable	25,650,327.16
3510130 Interest Payable - City of Alameda Loan	1,142,981.44
3510140 Home Fund Loan #1	216,363.20
3510143 \$3.6M Housing Authority Loan Payable	85,121,061.37
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	116,779.93
3570000 OPEB Liability	-128,123.28
3580000 Pension Liability	746,743.40
3599000 TOTAL NON-CURRENT LIABILITIES	<u>115,855,233.20</u>
3999000 TOTAL LIABILITIES	138,290,483.98
4000000 Equity/Net Assets	
4000001 EQUITY	
4000100 DEFERRED INFLOW	
4001000 Deferred Inflow of Resources	1,901,463.00
4900000 TOTAL DEFERRED INFLOW	<u>1,901,463.00</u>
4999999 CONTRIBUTED CAPITAL	
5010000 Net Investment in Capital Assets	24,337,631.97
5090000 Unrestricted	89,496,404.98
5120000 Unrestricted	2,265,986.24
5120010 Net Restricted Assets	<u>1,310.64</u>

Budget Comparison (with PTD)

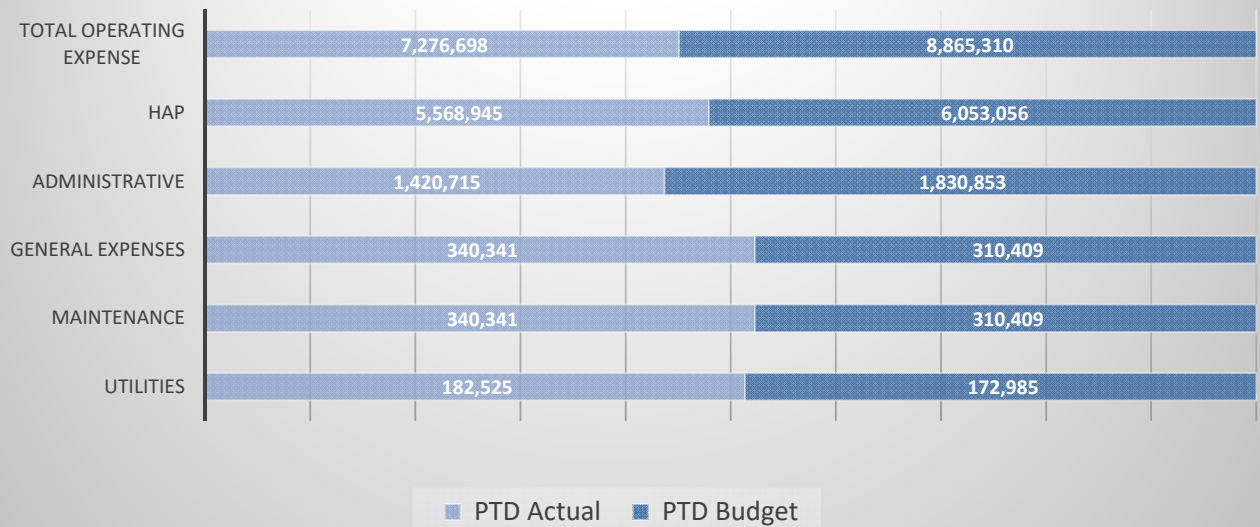
Aug-21

Book = Accrual

AHA REVENUE - ACTUAL VERSUS BUDGET (PTD)



AHA EXPENSES - ACTUAL VERSUS BUDGET (PTD)



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

Budget Comparison (with PTD)

Period = Jul 2021-Aug 2021

Book = Accrual

		PTD Actual	PTD Budget	Variance	% Var
6999990	INCOME				
7000000	REVENUE				
7020000	TENANT REVENUE				
7030000	Tenant Rental Revenue	675,003.18	628,227.12	46,776.06	7.45
7030030	Maintenance Charges	5,085.28	0.00	5,085.28	N/A
7030050	Miscellaneous Other Charges (Accrual for Repayment Agreement)	30,945.00	0.00	30,945.00	N/A
7030060	Tax Increment Payments from the City of Alameda (Independence Plaza submission to occur in Fall 2021)	0.00	244,221.34	-244,221.34	-100.00
7030100	Tenant HAP Subsidy	1,406,162.19	1,523,578.02	-117,415.83	-7.71
7030110	Vacancy Loss	-35,503.00	-64,321.62	28,818.62	-44.80
7030300	Commercial Rents	5,534.00	5,534.00	0.00	0.00
7050000	TOTAL TENANT REVENUE	2,087,226.65	2,337,238.86	-250,012.21	-10.70
7060000	FEDERAL GRANTS				
7060060	Shelter Plus Care Revenue (Pending Receipt from Alameda County)	41,957.00	78,767.16	-36,810.16	-46.73
7069000	TOTAL FEDERAL GRANTS	41,957.00	78,767.16	-36,810.16	-46.73
7079000	OTHER GRANTS				
7080000	Other Government Grants (AUSD ROPS Income Pending Receipt)	0.00	338,666.66	-338,666.66	-100.00
7089000	TOTAL OTHER GRANTS	0.00	338,666.66	-338,666.66	-100.00
7100000	OTHER INCOME				
7110010	Investment Income - Unrestricted (LAIF to be received October for the prior quarter)	0.00	3,831.26	-3,831.26	-100.00
7110011	Interest Income (Jack Capon distribution in FY 2022)	42,083.47	9,500.00	32,583.47	342.98
7110070	Other - Income	10.00	0.00	10.00	N/A
7110075	Laundry Commission	3,676.26	3,058.68	617.58	20.19
7110082	Land Fee/Ground Lease	893.98	26,675.00	-25,781.02	-96.65
7110092	Professional Service Revenue (City of Alameda Reimbursements - Billed in Arrears)	152,005.85	292,495.00	-140,489.15	-48.03
7150070	Administrative Fee	680.83	1,542.38	-861.55	-55.86
7159000	TOTAL OTHER INCOME	199,350.39	337,102.32	-137,751.93	-40.86
8000000	HUD GRANT				

Budget Comparison (with PTD)

Period = Jul 2021-Aug 2021

Book = Accrual

		PTD Actual	PTD Budget	Variance	% Var
8010000	HUD Operating Grants (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)	5,549,315.82	6,009,769.32	-460,453.50	-7.66
8020000	Administrative Fees from HUD	307,630.00	315,713.16	-8,083.16	-2.56
8020110	PORT-In Administrative Fees	2,874.12	0.00	2,874.12	N/A
8030000	Administrative Fees Paid (PORT-Outs)	3,981.47	0.00	-3,981.47	N/A
8100120	TOTAL HUD GRANT	5,855,838.47	6,325,482.48	-469,644.01	-7.42
8999000	TOTAL REVENUE	8,184,372.51	9,417,257.48	-1,232,884.97	-13.09
9000000	EXPENSES				
9000900	OPERATING EXPENSES				
9100000	ADMINISTRATIVE				
9110010	Administrative Salaries	591,901.22	948,192.12	356,290.90	37.58
9110020	Temporary Help - Administrative	9,641.60	58,225.54	48,583.94	83.44
9120000	Auditing Fees	0.00	8,775.34	8,775.34	100.00
9130000	Outside Management Fees	46,090.37	48,433.06	2,342.69	4.84
9150010	Admin Employee Benefits - Medical/Dental	146,319.72	245,016.98	98,697.26	40.28
9150020	Admin Employee Benefits - PERS/PARS	66,364.38	91,542.50	25,178.12	27.50
9150030	Admin Employee Benefits - FICA	8,473.93	14,247.96	5,774.03	40.53
9150040	Admin Employee Benefits - SUI	78.65	2,576.00	2,497.35	96.95
9150060	Admin Employee Benefits - Life/LTD	7,957.71	6,141.54	-1,816.17	-29.57
9150090	Admin Employee Benefit - WC	15,209.69	18,604.00	3,394.31	18.25
9160010	Office Supplies/Equipment	16,322.57	43,354.46	27,031.89	62.35
9160040	Postage	652.55	1,533.88	881.33	57.46
9160050	Telephone	7,906.32	9,867.80	1,961.48	19.88
9160060	Bank Charges and Check Supplies	7,594.93	6,495.76	-1,099.17	-16.92
9160080	Stationery Envelopes and Business Cards	46.64	0.00	-46.64	N/A
9160090	Forms and Copies/Printing	3,160.56	757.10	-2,403.46	-317.46
9160100	Classified Ads and Public Notices/outreach material	9,692.70	21,899.80	12,207.10	55.74
9160110	Legal Expense (Due mostly to Esperanza, Eagle Village and Parrot Village Refinance and transfer between legal entities)	328,086.48	94,037.42	-234,049.06	-248.89
9160111	Payroll charge	1,955.48	2,598.64	643.16	24.75
9160113	Office Rent	25,861.58	30,818.22	4,956.64	16.08
9160114	Administrative Support	2,345.71	0.00	-2,345.71	N/A
9160115	Organization Cost	20.00	0.00	-20.00	N/A
9160120	Training/Conferences and Travel	1,878.43	22,108.26	20,229.83	91.50

Budget Comparison (with PTD)

Period = Jul 2021-Aug 2021

Book = Accrual

		PTD Actual	PTD Budget	Variance	% Var
9160130	Membership Dues and Fees	74.39	1,666.66	1,592.27	95.54
9160131	Taxes & Government Fees	980.70	5,265.18	4,284.48	81.37
9160160	Contracts - Accounting Services	2,880.00	15,920.00	13,040.00	81.91
9160170	Contracts - Administrative Services/Consultant	30,408.22	25,429.26	-4,978.96	-19.58
9160180	Contracts - Application Service Provider - Yardi	27,063.08	28,560.74	1,497.66	5.24
9160190	Contracts - Computer/Telephone Maintenance/Email	38,858.60	37,519.10	-1,339.50	-3.57
9160220	Contracts - Human Resource Services	0.00	4,343.50	4,343.50	100.00
9160230	Contracts - Housing Inspection Services	8,437.00	16,720.84	8,283.84	49.54
9160260	Contracts - Office Machine Lease	2,399.15	6,267.84	3,868.69	61.72
9160270	Contracts - Web Hosting/Maintenance/Web Ads	3,106.47	6,374.50	3,268.03	51.27
9160290	Contracts - HR Recruitment	3,651.62	0.00	-3,651.62	N/A
9160510	Association Dues	5,294.80	7,558.66	2,263.86	29.95
9169000	TOTAL ADMINISTRATIVE	1,420,715.25	1,830,852.66	410,137.41	22.40
9200000	TENANT/SOCIAL SERVICES/POLICE				
9210030	Police Services (Paid after issuance of Police Report)	17,500.00	35,000.00	17,500.00	50.00
9210100	Tenant/Social Seivces - Salaries	57,515.60	67,102.72	-9,587.12	-14.29
9219000	TOTAL TENANT/SOCIAL SERVICES/POLICE	75,015.60	102,102.72	27,087.12	26.53
9230005	TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE				
9230010	Tenant Svcs Employee Benefits - Medical/Dental	3,584.42	19,870.64	16,286.22	81.96
9230020	Tenant Svcs Employee Benefits - PERS/PARS	1,401.50	2,180.42	778.92	35.72
9230030	Tenant Svcs Employee Benefits - FICA	183.43	9,347.20	9,163.77	98.04
9230040	Tenant Svcs Employee Benefits - SUI	2.01	161.00	158.99	98.75
9230050	Tenant Svcs Employee Benefits - Life/LTD	119.64	0.00	-119.64	N/A
9230071	Property Insurance	678.00	0.00	-678.00	N/A
9230080	Tenant Svcs Employee Benefits - Other	0.00	1,729.44	1,729.44	100.00
9230090	Tenant Svcs Employee Benefit - WC	5,747.24	6,892.00	1,144.76	16.61
9239000	TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	11,038.24	40,180.70	29,142.46	72.53
9240005	TENANT SERVICES				
9240020	Tenant Service Activities - Contracts and O/S Services	20,658.99	39,057.50	18,398.51	47.11
9249000	TOTAL TENANT SERVICES	20,658.99	39,057.50	18,398.51	47.11
9300000	UTILITIES				
9310000	Water (Caught up from the prior fiscal year)	78,742.69	48,939.66	-29,803.03	-60.90
9320000	Electricity	11,198.22	19,514.66	8,316.44	42.62
9330000	Gas	828.75	7,806.72	6,977.97	89.38
9380010	Sewer	23,462.04	22,917.36	-544.68	-2.38
9380020	Garbage	68,293.33	73,806.20	5,512.87	7.47
9399000	TOTAL UTILITIES	182,525.03	172,984.60	-9,540.43	-5.52
9399990	MAINTENANCE				
9400000	MAINTENANCE SALARIES				

Budget Comparison (with PTD)

Period = Jul 2021-Aug 2021

Book = Accrual

		PTD Actual	PTD Budget	Variance	% Var
9410010	Maintenance - Salaries	87,376.86	113,964.10	26,587.24	23.33
9419000	TOTAL MAINTENANCE SALARIES	87,376.86	113,964.10	26,587.24	23.33
9420005	MAINTENANCE MATERIALS				
9420010	Maintenance Materials (Due mostly from Esperanza)	25,028.46	13,119.12	-11,909.34	-90.78
9420020	Vehicle - gasoline	0.00	404.58	404.58	100.00
9420030	Janitorials Supplies	165.83	141.68	-24.15	-17.05
9429000	TOTAL MAINTENANCE MATERIALS	25,194.29	13,665.38	-11,528.91	-84.37
9429005	MAINTENANCE CONTRACTS				
9429015	Maintenance Contracts - Unit Turnaround	3,694.60	9,301.00	5,606.40	60.28
9429030	Maintenance Contracts - Tree Trimming	1,025.00	2,887.50	1,862.50	64.50
9429040	Maintenance Contracts - Cycle Painting	2,960.48	0.00	-2,960.48	N/A
9429060	Maintenance Contracts - Floor Covering	5,948.23	1,691.52	-4,256.71	-251.65
9429100	Maintenance Contracts - Services	11,876.69	16,794.16	4,917.47	29.28
9430010	Maintenance Contracts - Painting	1,975.00	6,672.88	4,697.88	70.40
9430020	Maintenance Contracts - Plumbing (Due mostly from Esperanza)	39,091.38	7,312.12	-31,779.26	-434.61
9430030	Maintenance Contracts - Landscape, Pool, Pond Maintenance	13,677.46	12,983.92	-693.54	-5.34
9430040	Maintenance Contracts - HVAC Maintenance	12,592.81	2,832.02	-9,760.79	-344.66
9430060	Maintenance Contracts - Elevator Maintenance	4,671.53	6,260.58	1,589.05	25.38
9430070	Maintenance Contracts - Extermination	6,290.00	8,776.20	2,486.20	28.33
9430080	Maintenance Contracts - Electrical Maintenance	1,235.92	2,899.48	1,663.56	57.37
9430090	Maintenance Contracts - Security and Nurse Call Systems	2,359.02	30,608.40	28,249.38	92.29
9430110	Maintenance Contracts - Gutter Cleaning Services (Due mostly from Esperanza)	14,640.00	773.10	-13,866.90	-1,793.67
9430120	Maintenance Contracts - Flooring Replmt/Cleaning Srvcs	2,501.95	0.00	-2,501.95	N/A
9430130	Maintenance Contracts - Other	35,973.07	2,948.90	-33,024.17	-1,119.88
9430140	Maintenance Contracts - Vehicle Maintenance	0.00	458.70	458.70	100.00
9430150	Maintenance Contracts - Janitorial	21,631.21	20,873.72	-757.49	-3.63
9439000	TOTAL MAINTENANCE CONTRACTS	182,144.35	134,074.20	-48,070.15	-35.85
9450005	MAINTENANCE EMPLOYEE BENEFITS				
9450010	Maint Employee Benefits - Medical/Dental	27,761.49	26,859.62	-901.87	-3.36
9450020	Maint Employee Benefits - PERS/PARS	8,099.80	8,982.14	882.34	9.82
9450030	Maint Employee Benefits - FICA	6,616.11	1,175.36	-5,440.75	-462.90
9450040	Maint Employee Benefits - SUI	8.14	268.34	260.20	96.97
9450050	Maint Employee Benefits - Life/LTD	659.40	661.50	2.10	0.32
9450070	Maint Employee Benefits - Uniforms/Shoes	359.85	320.66	-39.19	-12.22
9450091	Maint Employee Benefit - WC	2,120.60	10,437.50	8,316.90	79.68
9459000	TOTAL MAINTENANCE EMPLOYEE BENEFITS	45,625.39	48,705.12	3,079.73	6.32
9499000	TOTAL MAINTENANCE	340,340.89	310,408.80	-29,932.09	-9.64
9500000	GENERAL EXPENSES				

Budget Comparison (with PTD)

Period = Jul 2021-Aug 2021

Book = Accrual

		PTD Actual	PTD Budget	Variance	% Var
9500100	Interest Expense (Parrot Village and Eagle Village Refinanced - First Interest Payment in September 2021)	163,091.41	191,122.29	28,030.88	14.67
9500160	Mortgage Financial Service Charge (Refund of Fees due to EV/PV Refinance)	-3,700.70	0.00	3,700.70	N/A
9500200	Other Expense	2,792.77	0.00	-2,792.77	N/A
9520000	Protective Services - Contract Costs	0.00	804.34	804.34	100.00
9610010	Insurance - Workers Compensation	3,276.45	0.00	-3,276.45	N/A
9610020	Insurance - Liability	4,318.11	2,708.66	-1,609.45	-59.42
9610030	Insurance - Property	51,967.30	55,935.28	3,967.98	7.09
9610040	Insurance - Vehicle	639.40	1,662.22	1,022.82	61.53
9610060	Insurance - Other	8,610.47	5,446.72	-3,163.75	-58.09
9620010	Other General Expenses	2,500.00	0.00	-2,500.00	N/A
9660000	Cost of Bond Issuance	2,000.00	0.00	-2,000.00	N/A
9698000	TOTAL GENERAL EXPENSES	236,173.21	257,679.51	21,506.30	8.35
9699000	TOTAL OPERATING EXPENSES	2,286,467.21	2,753,266.49	466,799.28	16.95
9700000	MOD REHAB AND SPC EXPENSES				
9700570	Rent to Owners - Bessie Coleman	32,686.00	42,320.66	9,634.66	22.77
9700800	PORT-In (A/R Billings) (Negative represents income)	-65,686.00	0.00	65,686.00	N/A
9700900	TOTAL MOD REHAB AND SPC EXPENSES	-33,000.00	42,320.66	75,320.66	177.98
9710000	EXTRAORDINARY EXPENSES				
9710090	Pre-development Cost	0.00	16,666.70	16,666.70	100.00
9713001	HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9719000	TOTAL EXTRAORDINARY EXPENSES	0.00	16,666.70	16,666.70	100.00
9730001	HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9730010	Housing Assistance Payments - Landlords	5,546,162.00	6,033,715.82	487,553.82	8.08
9730020	Housing Assistance Payments - FSS	15,595.00	12,600.00	-2,995.00	-23.77
9730070	Utility Allowance to Tenants	7,188.00	6,740.00	-448.00	-6.65
9739000	TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	5,568,945.00	6,053,055.82	484,110.82	8.00
	OPERATING EXPENSES	7,276,697.75	8,865,309.67	-1,588,611.92	-17.92
	NET OPERATING INCOME BEFORE DEPRECIATION	907,674.76	551,947.81	355,726.95	64.45
9739500	OTHER EXPENSES				
9740000	Depreciation Expense	284,076.64	284,076.64	0.00	0.00
9765000	Donations	2,500.00	0.00	-2,500.00	N/A
9859999	TOTAL OTHER EXPENSES	286,576.64	284,076.64	2,500.00	0.88

Budget Comparison (with PTD)

Period = Jul 2021-Aug 2021

Book = Accrual

		PTD Actual	PTD Budget	Variance	% Var
9993000	TOTAL OTHER FINANCING	261,637.82	0.00	261,637.82	N/A
9996000	TOTAL EXPENSES	7,824,912.21	9,149,386.31	-1,324,474.10	-14.48
9998000	NET INCOME	337,021.48	267,871.17	69,150.31	25.81



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Shekhar Dubbani, Management Analyst

Date: October 20, 2021

Re: Accept the Monthly Overview Report for Emergency Housing Voucher (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 memo as "the ARPA") 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 EHVs, and fees for the cost of administering the EHVs 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 EHVs to public housing authorities and issued guidance on the administration of these EHVs.

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

DISCUSSION

Updates

- AHA has been awarded with 57 vouchers in total. The staff has issued a total of 42 vouchers.
- 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.



Category	Total	Notes
Vouchers Issued after Briefing	42	Includes 3 from Trailer Sites
Completed Applications Pending with the County	0	
Voucher Issuance Pending until Briefing Completed	1	
DV/TAY (Total Allocated = 11)	0	
Total	43	

Vouchers Awarded to AHA	57
Vouchers Issued	42
Vouchers Pending	15

Request For Tenancy Approval (leasing in progress)	6
Leased Up	0

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

Accept the Monthly Overview Report for EHV.

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Relations Manager

Date: October 20, 2021

Re: Accept a Report on the Waitlist Opening.

BACKGROUND

The 2021 Housing Wait List opened on September 10th and closed on September 20th.

The 2021 wait lists are listed below:

Wait List Name	Bedrooms	Number of households to be selected by random lottery
Alameda Point Collaborative (Project Based Voucher)	3 & 4 bedrooms	350 households
Senior (Project Based Voucher)	Studios, 1 & 2 Bedrooms	1,025 households
Family 0-2 (Project Based Voucher)	Studios, 1 & 2 bedrooms	850 households
Family 3+ (Project Based Voucher)	3,4, & 5 Bedrooms	800 households
Housing Choice Voucher	N/A	2,000 households

DISCUSSION

During the month of September, The Community Relations Manager (CRM) assisted in marketing outreach of the (Housing Choice Voucher and Project Based Voucher) Housing Wait Lists opening by making presentations in several public forums including Alameda City Council, Social Services Human Relations Board, Alameda School Board, and the Alameda Rotary. The marketing outreach also included paid advertising in five different newspapers (in five different languages) and a paid Facebook campaign. The Facebook campaign reached 47,735 people and produced 10,637 engagements (likes, shares, comments, etc). The Facebook campaign also resulted in a 320% increase (from 65 to 208) of AHA Facebook followers.



Beyond the marketing activity, the CRM secured four application centers, which included the Alameda Library (on Oak Street), Alameda Boys & Girls Club, Alameda Point Collaborative, Mastick Senior Center. Each application center was staffed by AHA personnel to assist wait list applicants. In addition to the application centers, AHA staff at the main office (701 Atlantic Ave) were incredibly busy during the ten-day application period (September 10th thru 20th). Below are some metrics which display the demand for affordable housing and Herculean efforts made by AHA staff:

- 22,358 people successfully submitted housing wait list applications online.
- 7,244 phone calls were received during the 10-day application period. (5,271 calls were answered, 1,973 to voicemail, but only 1,030 callers actually left voicemails)
- 1,255 phone calls were returned by AHA staff.
- 4 Reasonable Accommodation requests were received

A lottery will be held on October 13th to randomly select and place applicants onto specific housing wait lists.

All 2021 housing wait list applicants will receive an update (via email only) on their housing wait list application status. Email notifications for this application status update will be sent out beginning October 18th. At that point, applicants will be informed of next steps (if any) in the application process.

FISCAL IMPACT

None

CEQA

N/A

RECOMMENDATION

Accept a report on the Wait List Opening.

ATTACHMENTS

None

Respectfully submitted,



Joshua Altieri, Community Relations Manager



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Daniel Mills, Management Analyst

Date: October 20, 2021

Re: Accept the Annual Police Activity Report for FY2020-2021.

BACKGROUND

The Housing Authority budget for this fiscal year provides for Community Policing services. This report will cover policing services for the previous Fiscal Year (FY2021) from July 1, 2020 to June 30, 2021. Since the Police Department uses the calendar year, the data provided by the Police Officers refers to different quarters than the data for the Housing Authority. See cross-reference below:

AHA	Alameda police department
First Quarter FY 2021	Third Quarter 2020
Second Quarter FY 2021	Fourth Quarter 2020
Third Quarter FY 2021	First Quarter 2021
Fourth Quarter FY 2021	Second Quarter 2021

DISCUSSION

Attached as *Exhibit A* is the fiscal year statistics, respectively, provided by the officers and compiled into chart form. The exhibits show the number of reports written and arrests made during each month and the entirety of FY2021. They are grouped by the property and type of activity as tracked by the Police Department. Fifty-one reports were written and ten arrests were made on, and for, or near, Housing Authority properties.

The most criminal activity reports were from Esperanza, with the second most reports being from Independence Plaza. Arrests were well-distributed across properties with only one or two at most and no arrests at the Eagle Village property. It is important to note that even if an arrest happens on the sidewalk it is allocated to the adjacent property address.

Exhibit B provides a visualization of the comparison of police activity between AHA properties and the city of Alameda as a whole over the last two years. For ease of comparison, the number of reports written for the city of Alameda as a whole has been multiplied by 1.8 percent, making the numbers more comparable. This chart reveals that police activity on Housing Authority properties and the city overall have decreased for FY2021 overall. Overall, police activity trends seem to be inconsistent over the last two years. However, at the end of the fiscal year, reports are still 53% less than the two-year high of 19 in the AHA's 3rd Quarter of 2019. Also, there were zero arrests made on AHA properties for the last quarter recorded.



Exhibit C uses this data to track changes for the last 25 years. It is a better indicator of activity on AHA properties as well as the city. The dotted line on the chart represents the number of reports written and arrests made in the city as a whole times 1.8 percent, the percentage of the city that AHA population represents. The solid line shows the number of reports written and arrests made on AHA properties for the 25 years that this program has been in place. Though there are peaks, primarily in reports written from FY2001, FY2002, and FY2004, overall activity has decreased for AHA. The number of arrests made on AHA properties has leveled out over the last 11 years. The number of reports has shown a similar decline and leveling since a peak of 203 in 2002.

Though overall, crime is low, serious incidents do occur on or near Housing Authority properties. Housing Authority tenants are not immune to the types of crime that occur throughout the city. Staff continues to work diligently to enforce the lease when residents are involved with any type of criminal activity and continues to maintain the working relationship with the Alameda Police Department, while regularly meeting with staff from the Alameda Police Department to address any issues in a timely manner.

Staff will continue to review the statistics regularly to determine if any negative trends are developing and to address any issues as quickly as possible. Staff also continues to negotiate the Police Services Agreement with the City of Alameda.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

This report is provided for information only.

ATTACHMENTS

1. FY20-21_PoliceReport_AllAddendums

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel E. Mills". The signature is fluid and cursive, with the first name "Daniel" being the most prominent.

Daniel Mills, Management Analyst

Exhibit A

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
POLICE ACTIVITY
ON HOUSING AUTHORITY PROPERTIES

FY 20-21	REPORTS													
MONTH	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY	
ESPERANZA	1	4	1	3	1	1	2	1	0	1	1	1	17	
ROSEFIELD	0	2	1	1	0	1	1	0	1	0	0	0	7	
EAGLE	0	0	0	0	2	1	1	0	0	0	0	0	4	
IP	0	2	2	1	0	0	0	0	2	2	1	0	10	
CHINA CLIPPER	1	0	0	0	1	0	1	0	0	0	0	0	3	
PARROT	1	0	1	0	0	0	1	0	0	2	1	0	6	
ABD	0	1	0	1	0	0	1	1	0	0	0	0	4	
TOTALS	3	9	5	6	4	3	7	2	3	5	3	1	51	

FY 20-21		ARRESTS												
MONTH	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY	
ESPERANZA	0	1	0	0	1	0	0	0	0	0	0	0	2	
ROSEFIELD	0	0	1	0	0	1	0	0	0	0	0	0	2	
EAGLE	0	0	0	0	0	0	0	0	0	0	0	0	0	
IP	0	1	0	0	0	0	0	0	0	0	0	0	1	
CHINA CLIPPER	0	0	0	0	0	0	2	0	0	0	0	0	2	
PARROT	0	0	0	0	0	0	0	1	0	0	0	0	1	
ABD	0	0	0	1	0	0	1	0	0	0	0	0	2	
TOTALS	0	2	1	1	1	1	3	1	0	0	0	0	10	

COMPARISON ACROSS PROPERTIES

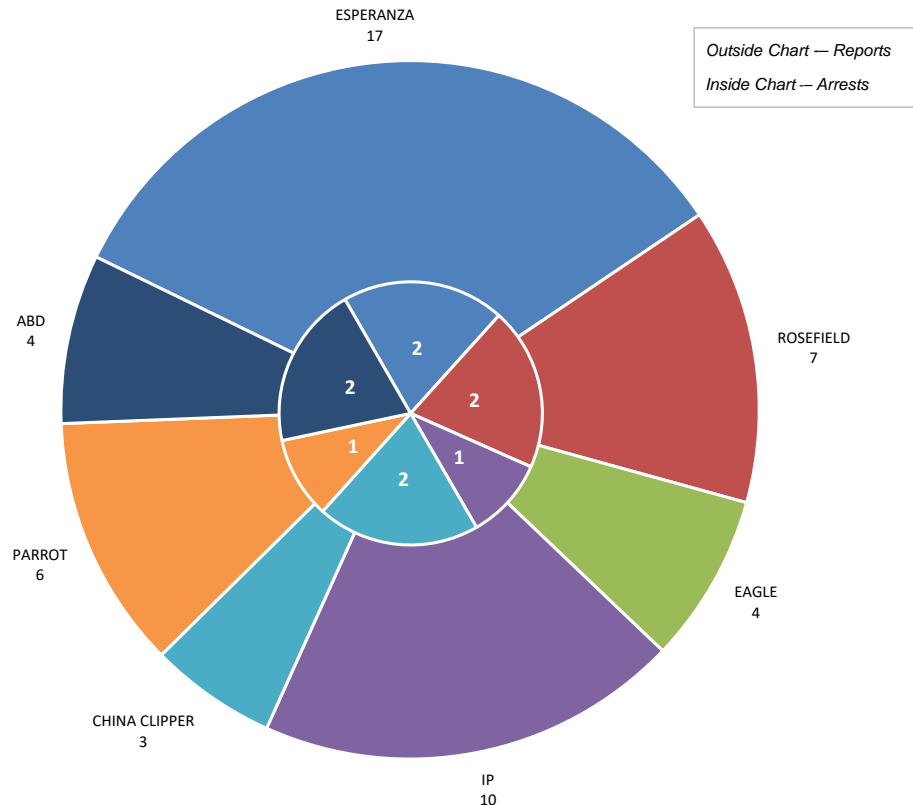
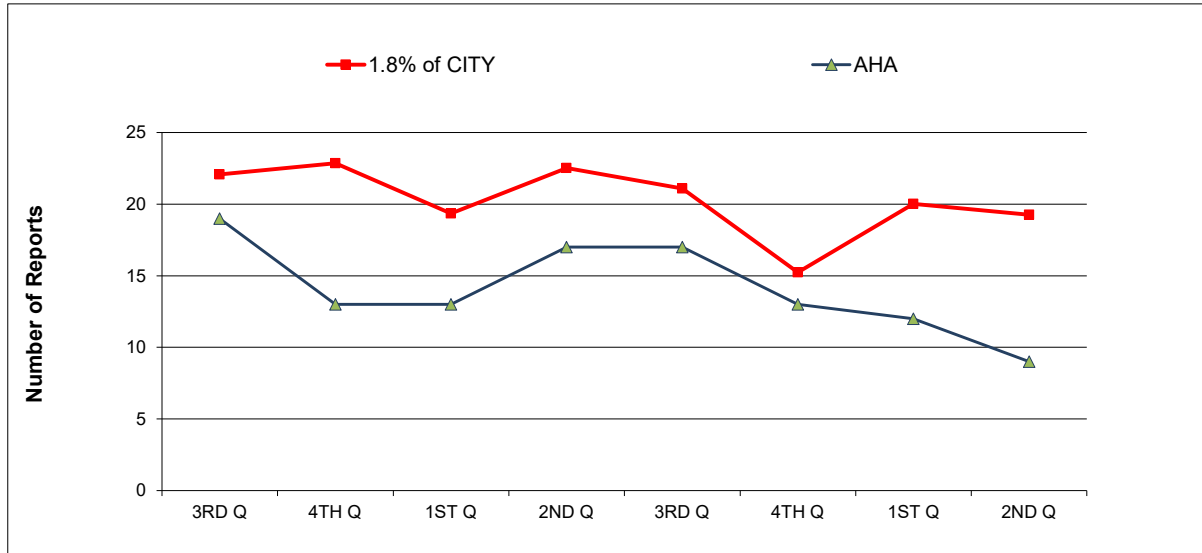


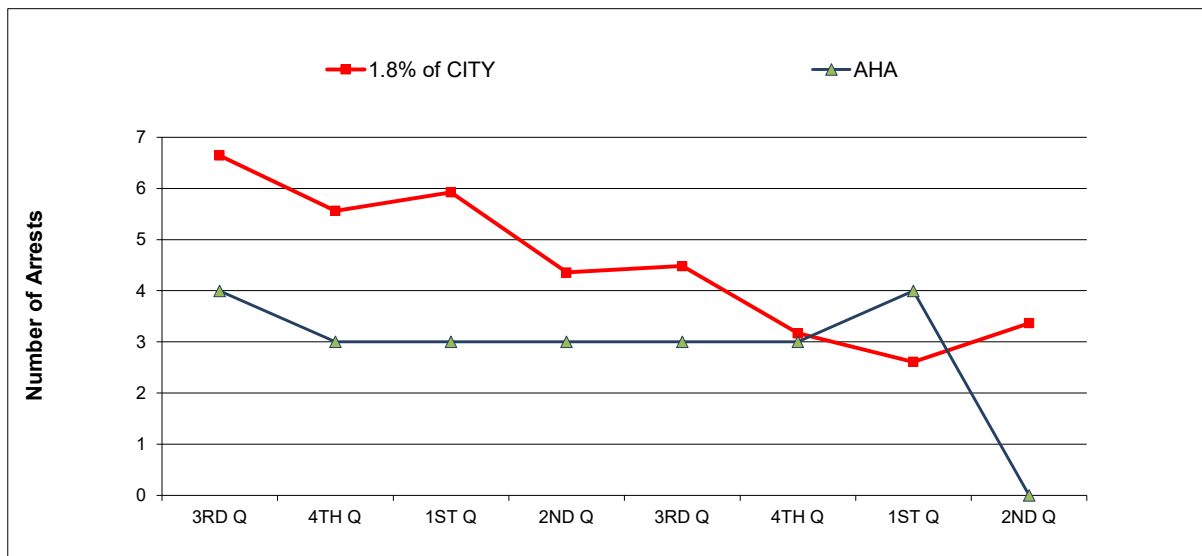
Exhibit B

YEAR-TO-YEAR
HOUSING AUTHORITY OF THE CITY OF ALAMEDA
POLICE ACTIVITY
ON HOUSING AUTHORITY PROPERTIES
COMPARED WITH THE CITY AS A WHOLE

NO. of REPORTS	3RD Q 2019	4TH Q 2019	1ST Q 2020	2ND Q 2020	3RD Q 2020	4TH Q 2020	1ST Q 2021	2ND Q 2021
1.8% of CITY	22	23	19	23	21	15	20	19
AHA	19	13	13	17	17	13	12	9



NO. of ARRESTS	3RD Q 2019	4TH Q 2019	1ST Q 2020	2ND Q 2020	3RD Q 2020	4TH Q 2020	1ST Q 2021	2ND Q 2021
1.8% of CITY	7	6	6	4	4	3	3	3
AHA	4	3	3	3	3	3	4	0

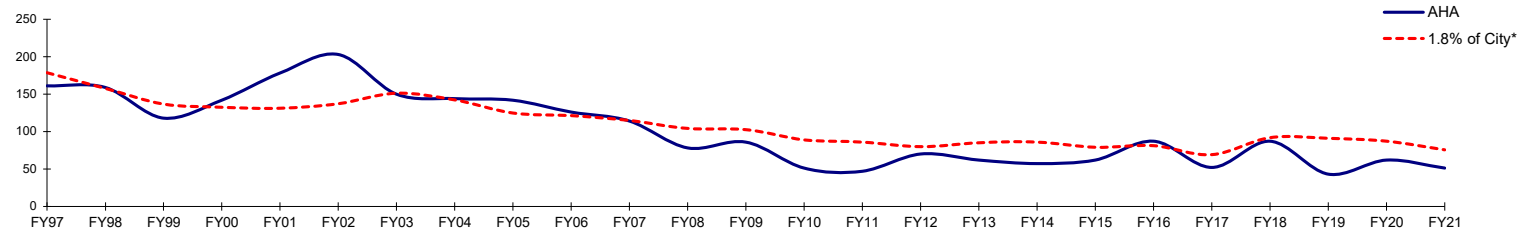


* Note: City of Alameda numbers are reduced to 1.8% of actuals to reflect AHA population as percentage of the City of Alameda.

Exhibit C

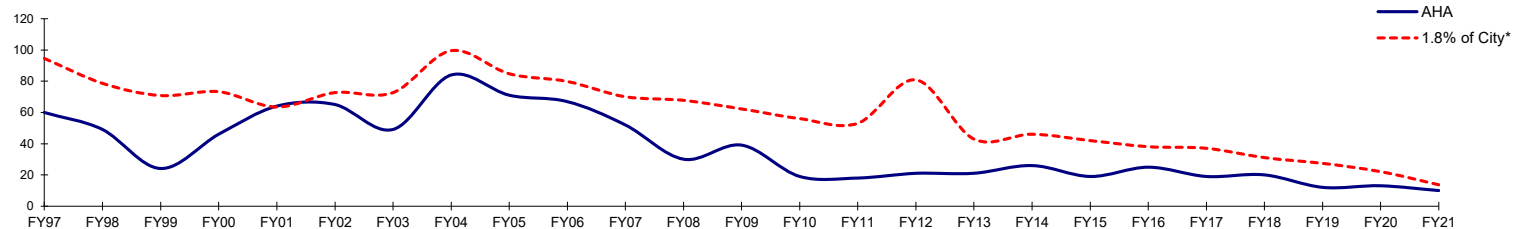
POLICE ACTIVITY
ON HOUSING AUTHORITY PROPERTY COMPARED WITH CITY AS A WHOLE
25-YEAR TRENDS

REPORTS WRITTEN



	FY97	FY98	FY99	FY00	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21
AHA	161	159	118	142	178	203	150	144	142	126	114	78	86	51	47	70	62	57	62	87	52	87	43	62	51
1.8% of City*	179	158	137	133	131	137	151	142	125	121	115	104	103	89	86	80	85	86	79	81	69	92	91	87	76

ARRESTS MADE



	FY97	FY98	FY99	FY00	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21
AHA	60	49	24	46	64	65	49	84	71	67	52	30	39	19	18	21	21	26	19	25	19	20	12	13	10
1.8% of City*	95	79	71	73	63	73	73	100	85	80	70	68	62	56	53	81	43	46	42	38	37	31	27	22	14

* Note: City of Alameda numbers are reduced to 1.8% of actuals to reflect AHA population as percentage of the City of Alameda.



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Lee, Controller

Date: October 20, 2021

Re: Accept the Quarterly Investment Report for Period Ending September 30, 2021.

BACKGROUND

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

DISCUSSION

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

As of September 30, 2021, AHA held **\$11,654,352.60** in **LAIF** (Local Agency Investment Fund).

These funds are on demand and can be used for immediate needs. The prior quarter balance was **\$11,644,844.92**. Interest is posted quarterly to the account by LAIF and the 3 months of interest from July through September 2021 will be presented in the October 2021 LAIF statement.

As of September 30, 2021, AHA held **\$9,006,539.63** in **CAMP** (California Asset Management Program). These funds are on demand and can also be used for immediate needs. The prior quarter balance was **\$6,005,549.77**. Interest is posted monthly to the account by CAMP.

As of September 30, 2021, ICD held **\$13.78** in **CAMP**. The prior quarter balance was **\$13.78**.

These funds are on demand and can also be used for immediate needs. Interest is posted monthly to the account by CAMP.

FISCAL IMPACT

AHA balances as of September 30, 2021:

LAIF	\$ 11,654,352
CAMP	9,006,540
Total AHA Investments	\$ 20,660,892



ICD balances as of September 30, 2021:

CAMP \$ 14

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

Activity	AHA - LAIF	AHA - CAMP	ICD - CAMP
Beginning Balance - June 30, 2021	\$11,644,845	\$6,005,550	\$14
CAMP Quarterly Interest income	0	990	0
LAIF Quarterly Interest (paid in arrears)	9,508	0	0
Parrot and Eagle Village Loan Cash Out	0	3,000,000	0
Ending Balance - Sept. 30, 2021	\$11,654,353	\$9,006,540	\$14

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

CEQA

N/A

RECOMMENDATION

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

ATTACHMENTS

1. 1. LAIF statement for the quarter ending September 30, 2021 - AHA
2. 2. CAMP September Statement - AHA
3. 3. CAMP September Statement - ICD

Respectfully submitted,



Janet Lee, Controller

California State Treasurer
Fiona Ma, CPA



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

October 01, 2021

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

ALAMEDA HOUSING AUTHORITY

EXECUTIVE DIRECTOR
701 ATLANTIC AVENUE
ALAMEDA, CA 94501

[Tran Type Definitions](#)

Account Number:

September 2021 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	11,654,352.60
Total Withdrawal:	0.00	Ending Balance:	11,654,352.60



Account Statement - Transaction Summary

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

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

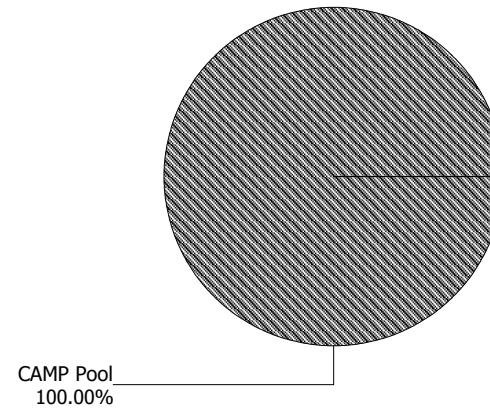
CAMP Pool

Opening Market Value	9,006,164.52
Purchases	375.11
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$9,006,539.63
Cash Dividends and Income	375.11

Asset Summary

	September 30, 2021	August 31, 2021
CAMP Pool	9,006,539.63	9,006,164.52
Total	\$9,006,539.63	\$9,006,164.52

Asset Allocation





Account Statement

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

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					9,006,164.52
09/30/21	10/01/21	Accrual Income Div Reinvestment - Distributions	1.00	375.11	9,006,539.63
Closing Balance					9,006,539.63

	Month of September	Fiscal YTD July-September		
Opening Balance	9,006,164.52	6,005,549.77	Closing Balance	9,006,539.63
Purchases	375.11	3,000,989.86	Average Monthly Balance	9,006,177.02
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	0.05%
Check Disbursements	0.00	0.00		
Closing Balance	9,006,539.63	9,006,539.63		
Cash Dividends and Income	375.11	989.86		



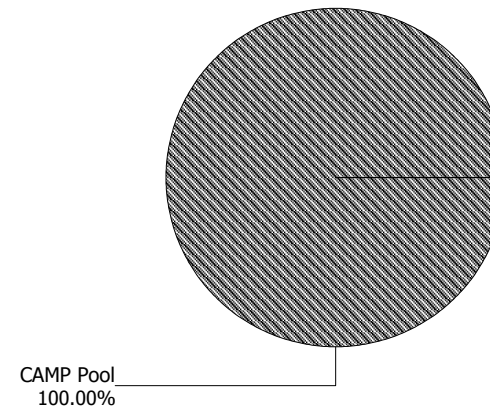
Account Statement - Transaction Summary

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

Island City Development - Island City Development -

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

Asset Summary		
	September 30, 2021	August 31, 2021
CAMP Pool	13.78	13.78
Total	\$13.78	\$13.78
Asset Allocation		





Account Statement

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

Island City Development - Island City Development - 6103-001

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

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



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Senior Management Analyst

Date: October 20, 2021

Re: Approve Amendment (2021-03) to the Administrative Plan Chapter 15 to provide clarification of VAWA notices.

BACKGROUND

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

DISCUSSION

This revision updates the Administrative Plan with specific references to the forms to be provided to applicants and participants about the Violence Against Womens Act (VAWA) protections for victims in situations specified by HUD regulation in Section 15-VII.A Notification to Participants and 15-VII.B. Notification to Applicants.

FISCAL IMPACT

This amendment to the HCVP Administrative Plan will not have a significant financial impact.

CEQA

Not applicable.

RECOMMENDATION

Recommend approval of Amendment (2021-03) to the Administrative Plan Chapter 15 to provide clarification of VAWA notices.

ATTACHMENTS

1. 9 G Attachment 2021-03



Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tonya Schuler-Cummins', with a stylized, cursive script.

Tonya Schuler-Cummins, Senior Management Analyst

CHAPTER 15

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in eight parts as described below:

Part I: Administrative Fee Reserve. This part describes the AHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to the AHA. This part describes policies for recovery of monies that the AHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the AHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect AHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the AHA will follow.

Part VII: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes the AHA's responsibilities for reporting, data collection, and record keeping relative to children with environmental intervention blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Special Housing Types. This part describes what Special Housing Types the AHA will operate.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

The AHA must maintain an administrative fee reserve for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a AHA fiscal year. If funds in the administrative fee reserve are not needed to cover AHA administrative expenses, the AHA may use these funds for other housing purposes permitted by Federal, State and local law.

If the AHA has not adequately administered any Section 8 program, HUD may prohibit use of funds in the administrative fee reserve, and may direct the AHA to use funds in the reserve to improve administration of the program or to reimburse ineligible expenses. HUD also may prohibit use of the funds for certain purposes.

HUD requires the AHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the administrative fee reserve without specific approval.

Expenditures from the administrative fee or other AHA reserves will be made in accordance with all applicable Federal requirements and the AHA procurement policy. The Board of Commissioners through the AHA budget process must approve all expenditure line items. The AHA's Board of Commissioners must approve contracts in excess of \$250,000.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

15-II.A. OVERVIEW

Although many of the program's requirements are established centrally by HUD, the HCV program's regulations recognize that some flexibility is required to allow the AHA to adapt the program to local conditions. This part discusses how the AHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- *Payment Standards*, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 6); and
- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

Copies of the payment standard and utility allowance schedules are available for review in the AHA's offices during normal business hours.

The AHA will maintain documentation to support its annual review of payment standards and utility allowance schedules. This documentation will be retained for at least 3 years.

15-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from the AHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. Alameda is one FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

The AHA has established a payment standard schedule that establishes payment standard amounts for the AHA's jurisdiction, and for each unit size. For each unit size, the AHA has established a single payment standard amount for the whole FMR area.

Unless HUD grants an exception, the AHA is required to establish a payment standard within a “basic range” established by HUD – between 90 and 110 percent of the published FMR for each unit size.

Updating Payment Standards

When HUD updates its FMRs, the AHA will update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require the AHA to make further adjustments if it determines that rent burdens for assisted families in the AHA’s jurisdiction are unacceptably high 24 CFR 982.503(g)].

The AHA will review the appropriateness of the payment standards on an annual basis when the new FMR is published. In addition to ensuring the payment standards do not exceed the success rate payment standard approved by HUD. The AHA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: The AHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. The AHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, the AHA will consider increasing the payment standard. In evaluating rent burdens, the AHA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: The AHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.

Changes in Rent to Owner: The AHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Unit Availability: The AHA will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

Lease-up Time and Success Rate: The AHA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

Payment standards for new contracts will go into effect when a family moves. For an offer of new lease, the higher of the old payment standard or the current payment standard will be used if the family composition remains the same. For ongoing contracts, if the payment standard increases, the new payment standard will be effective at the next annual reexamination. If the payment standard

decreases, the new payment standard will be implemented at the time at the time of move (transfer) or at the time of an annual that changes the payment standard due to a change in family composition.

Exception Payment Standards [982.503(c)]

The AHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.505]

Unit-by-unit exceptions to the AHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect the AHA's payment standard schedule.

When needed as a reasonable accommodation, the AHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size. The AHA must maintain documentation that the unit has the feature(s) required to meet the needs of the person with disabilities.

A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception. In order to approve an exception, the AHA must determine that:

- There is a shortage of affordable units that would be appropriate for the family;
- The family's TTP would otherwise exceed 40 percent of adjusted monthly income; and
- The rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, the AHA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows the AHA to set its payment standards at 90-110 percent of a higher FMR (the 50th, rather than the 40th percentile FMR). To support the request, the AHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- The AHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and

- The AHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, the AHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of the AHA's jurisdiction within the FMR area.

Decreases in the Payment Standard Below the Basic Range [24 CFR 982.503(d)]

The AHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

15-II.C. UTILITY ALLOWANCES [24 CFR 982.517]

An AHA-established utility allowance schedule is used in determining family share and AHA subsidy. The AHA will maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the AHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the AHA will classify utilities and other housing services according to the following categories:

- Gas heating;
- Electric heating;
- Gas cooking;
- Electric cooking;
- Gas water heating;
- Electric water heating;
- Water and sewer;
- Trash collection and recycling;
- Other electric;
- Cost of tenant-supplied refrigerator;
- Cost of tenant-supplied range.

The cost of each utility and housing service will be stated separately by unit size and type. Chapter 16 of the *HCV Guidebook* provides detailed guidance to the AHA about establishing utility allowance schedules.

Air Conditioning

An allowance for air conditioning will be provided when the majority of housing units in the market have central air conditioning or are wired for tenant-installed air conditioners. Due to the negligible number of housing units with air conditioning, the AHA has not included an allowance for air conditioning in its schedule.

Reasonable Accommodation

The AHA will approve a utility allowance amount higher than shown on the AHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, the AHA will approve an allowance for air-conditioning, even if the AHA has determined that an allowance for air-conditioning generally is not needed or the AHA will approve the use of the utility allowance for the actual unit leased if the family is in a unit higher than their voucher size (See Chapter 2 for policies regarding the request and approval of reasonable accommodations).

Utility Allowance Revisions

The AHA will review its schedule of utility allowances at least annually, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised. The AHA will maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

15-II.D. CALIFORNIA UTILITY ALLOWANCE CALCULATOR FOR ENERGY EFFICIENT PROJECTS RECEIVING LOW INCOME HOUSING TAX CREDITS

Under the Housing Choice Voucher program, the AHA recognizes and adopts the use of project specific utility allowances that have been approved for use in qualified Low Income Housing Tax Credit (LIHTC) projects, provided that the utility allowances for the LIHTC project are:

- (i) Developed pursuant to regulations prescribed by the Internal Revenue Service (IRS) and requirements set by the California Tax Credit Allocation Committee (CTCAC) for the LIHTC program;
- (ii) Calculated using the California Utility Allowance Calculator (CUAC) or other models recognized by the CTCAC;
- (iii) Approved by CTCAC for use in affordable housing projects receiving Tax Credit project; and
- (iv) Reviewed and updated pursuant to CTCAC requirements and compliance procedures to reflect changes in energy tariffs.

Background

Utility allowances for the HCV program and LIHTC program are established through different processes. The result is that the utility allowances for HCV participants

substantially vary from the utility allowances approved by CTCAC for non-voucher units even though the building characteristics for the residential units are substantially the same.

Additionally, the methods used to set utility allowances for the HCV program do not consider new construction standards and practices or the above-code energy efficiency investments commonly made by developers of CTCAC-funded Tax Credit projects. As a result, the utility allowances set by public housing authorities do not accurately reflect the lower energy consumption and costs associated with LIHTC projects. It is commonly understood among affordable housing organizations that the overstatement of energy consumption and costs adversely affects the property's ability to cover added investment costs for high efficiency measures and may also affect the underlying cash flow and financial stability of the property.

This disparity was formally recognized by the IRS and resulted in an amendment to its regulations governing utility allowances, § 1.42–10. On July 29, 2008, the IRS issued a Final Notice permitting use of alternative approaches for estimating tenant utility costs including the use of utility allowance estimates set by state housing finance agencies, use of HUD's Utility Schedule Model, or use of an energy consumption model.

Following issuance of the IRS rule, the CTCAC authorized use of an energy consumption model developed by the California Energy Commission. The model, known as the California Utility Allowance Calculator (CUAC), is widely used by tax credit properties. The utility cost estimates calculated through this model more accurately reflect utility consumption than the standard allowances used by AHA for the HCV Program.

Justification

The CUAC used in California for Tax Credit projects provides a well documented, objective, and sound analytical basis for estimating tenant utility costs and setting utility allowances in LIHTC properties.

The process requires the use of energy professionals in making utility estimates using the CUAC model, and has sufficient safeguards and checks in place to ensure that utility allowances are properly calculated and reasonable. Compliance procedures established by CTCAC will also ensure that utility allowances, once set under the LIHTC program, will be reviewed on an ongoing basis and updated to reflect changes in utility costs.

Adopting the utility allowances approved by the CTCAC for properties using the CUAC will not result in additional AHA project administration costs.

Review of Process for Setting Utility Allowances Under Low Income Housing Tax Credit Program and Potential Utilization for Housing Choice Vouchers Used in Qualified Tax Credit Properties

Under the LIHTC program, applicants for LIHTCs must estimate the monthly income and expenses for proposed projects. As part of the calculation, applicants need to provide an estimate of tenant utility costs. A utility allowance is set based on what a reasonable

energy consuming household consumes, which is the same standard used for HUD programs.

In tax credit projects, the gross rent for the unit is reduced by the utility allowance. This is consistent with the approach used in HUD programs to determine the amount of rent the tenant pays the property owner.

Until recently, the most common source of the utility cost estimates has been Public Housing Authority (PHA) utility allowance schedules. This changed in 2008 with the issuance of the amended regulation by the IRS. The underlying reason for amending the IRS' regulation is that PHA utility allowances based on older buildings are inaccurate and overstate utility costs for tax credit properties built to higher energy efficiency standards and with lower energy consumption.

In 2009, CTCAC authorized use of the California Utility Allowance Calculator, or CUAC in developing utility cost estimates for LIHTC projects. The CUAC was developed by the California Energy Commission in partnership with the affordable housing community to create a more accurate tool for estimating tenants' utility costs.

Since utility allowances for the HCV program are set independently from the LIHTC program, when a household using a voucher moves into a Tax Credit project, a different utility allowance is used, which results in different utility allowances being applied to units in the same building with the same characteristics affecting energy consumption. To correct this disparity, the AHA has sought and obtained HUD approval to use the utility allowances approved for the LIHTC program.

Assessment of California Utility Allowance Calculator (CUAC) Model

The California Utility Allowance Calculator (CUAC) allows energy consultants, working for affordable housing developers, to establish a more accurate estimate of what tenants will pay for utilities, taking into account the energy affecting features of the proposed building, the photovoltaic (PV) system designed for it, and the applicable tariff/utility rate. The CUAC may be used with:

1. New construction projects in the design phase (brand new, never previously used buildings);
2. Newly constructed projects placed in service during or after 2009 that meet Title 24, Part 6 standards (2008 edition); and on a case-by-case basis subject to discretion of CTAC's Executive Director
3. Rehabilitation or adaptive reuse projects that involve tearing the building(s) down to the bare framing, rafters and foundation and then rebuilding it to Title 24, Part 6 standards.

Appropriate use of the CUAC requires verifying what is actually built, as opposed to what had been proposed, so that a project is accurately modeled using approved California Energy Commission approved software.

- Energy analysts using the CUAC investigate and confirm the relevant energy efficiency measures which are actually used in construction of the project, once the project has been completed, and model the units and building(s) as built. These relevant energy efficiency measures include any components, materials, systems, etc. that impact the building's energy efficiency, including but not limited to the building envelope, heating systems, cooling systems, domestic hot water systems, and installed lighting systems. Energy analysts shall also confirm that appliances comply with the applicable California Appliance Efficiency Regulations, Title 20.

Assessment of Owner/Developer Requirements

In order to qualify for the use of a project-specific utility allowance, developers must meet certain requirements and must be awarded LIHTCs. These requirements apply whether the applicant is seeking, or has already been awarded, competitive 9% tax credits, or credits used in conjunction with tax exempt bond financing, or "ARRA Funding" Tax Credit Exchange Program (Section 1602) funds or Tax Credit Assistance Program (TCAP) funds.

All CUAC estimates will be completed by an independent third party and will be at the expense of the developer. The CTCAC requires that the consultant be a California Association of Building Energy Consultants (CABEC) Certified Energy Plans Examiner (CEPE) and either a certified Home Energy Rating System (HERS) Rater or a California licensed mechanical engineer or electrical engineer. A list of CEPEs with current residential certifications is available at:

<http://www.cabec.org/ceperosterall.php>.

All CUAC estimates will include a report, signed by the qualified professional energy analyst (as defined in TCAC Regulation Section 10322(h)(20)), certifying the following:

Date the CUAC estimate was prepared and the name of project the estimate was prepared for.

- Name, address and phone number of the analyst who prepared and certified to the accuracy of the CUAC estimate. (NOTE: The preparer and certifying analyst must be the same person).
- Proof of the energy analyst's qualifications to use the CUAC, including a current California Association of Building Energy Consultant's (CABEC) Certified Energy Plans Examiner (CEPE) certification number, and the analyst's California engineering license number or California Home Energy Rating Systems (HERS) certification number.
- A statement that the analyst and the owner of the project, the project applicant, and the project's principals (general partners, members, etc.), are not related parties as defined by TCAC Regulation 10302(gg) and the Internal Revenue Code section 267(b) and 707(b).
- A statement that CUAC estimate is based solely on the professional building energy modeling and analysis completed by the qualified professional building analyst who signed the CUAC estimate.
- A copy of the completed CARE tariff eligibility analysis done as required by the CUAC User's Guide (if applicable).

- A copy of the California Energy Commission's CF-1R compliance document for the project.

Additional Requirements for Projects Recently Placed In Service

Energy analysts who are submitting a CUAC estimate for a newly completed project built to the 2005 or later standards must confirm the energy efficiency measures of the project's units and buildings. The energy analyst will confirm the data used in completing the CUAC estimate is accurate, including all relevant energy efficiency measures. If unable to confirm the energy efficiency measures actually used in the completed units and building(s), the analyst will use conservative default assumptions needed to meet the minimum requirements under the appropriate standards.

The analyst also must identify the utility providers, confirm that the appropriate tariff was used in the CUAC estimate, confirm building orientation, and determine the building's unit mix, apartment features and unit floor plan layout. This process will be done through direct observation (including field testing or sampling at a minimum rate of 1:7 units), official documentation, or qualified third-party resources.

All CUAC estimates will include a report, certifying to all of the items listed above, as well as the following additional items:

- Explanation of any testing or sampling done to confirm the constructed units and/or building(s) features.
- A list of all third-party resources used to confirm the constructed buildings features, including copies of the building permits and the name and phone number of any HERS rater(s) who conducted review(s) of the project's units and /or building(s).
- Copies of any documentation relied upon to confirm the energy efficiency measures used in the modeling of the constructed units and/or building(s).
- Copies of any completed residential compliance forms (CF-1R, CF-4R, CF-6R, etc.) for the project's units and/or building(s) that were completed at the design phase and upon final construction.
- A list and justification of any conservative default assumptions (Title 24, Part 6 Standards) that were used by the energy analyst in the event the energy analyst was unable to independently confirm the building(s) energy efficiency measures.

CUAC Schedule

For a Tax Credit project, and most other affordable housing projects, the CUAC estimate will need to be produced or reproduced at three points in the life of a project.

1. At the point of initial application where the CUAC utility allowance is crucial to the underwriting of a project. This should be the "draft" version of the CUAC utility allowance.
2. When the project begins lease-up, so that tenants are appropriately charged for rent. This should be the "final" locked-in-place version of the CUAC utility allowance and represent the project "as built" as opposed to "as proposed." This

or a later "annual update" version of the utility allowance is also the utility allowance that should be sent to the CTCAC as part of any placed-in-service package.

3. The "final" version of the CUAC should be updated annually throughout the compliance period. This updating simply involves having the energy analyst reproduce the utility allowance using the latest version of the CUAC lookup tables, which will contain the most up-to-date version of the utility company rates. This will bring the utility allowance up-to-date.

Updating Project-Specific Utility Allowance

The owner/developer is required to update the schedule of utility allowances at least annually, and must revise the schedule if there has been a change of 10 percent or more in any utility tariff/rate since the last time the allowance for that utility was revised.

The CUAC update shall be conducted no later than the project's anniversary of its earliest Placed-In-Service date.

Under the proposal, the owner/developer must provide the AHA the information supporting its annual review of the utility allowance and any revisions made in its utility allowance schedule. The AHA shall retain this information with all other utility allowance update data.

PART III: INFORMAL REVIEWS AND HEARINGS

15-III.A. OVERVIEW

When the AHA makes a decision that has a negative impact on a family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal review; for participants, or for applicants denied admission because of citizenship issues, the appeal takes the form of an informal hearing.

PHAs are required to include in their administrative plans, informal review procedures for applicants, and informal hearing procedures for participants [24 CFR 982.54(d)(12) and (13)].

15-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a "minimum hearing requirement" [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements. (Federal Register Volume 60, No. 127, p 36490).

Decisions Subject to Informal Review

The AHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the AHA waiting list

- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures
- Denying assistance based on an unfavorable history that may be the result of domestic violence, dating violence, or stalking. (See Section 3-III.G)

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the AHA
- General policy issues or class grievances
- A determination of the family unit size under the AHA subsidy standards
- An AHA determination not to grant approval of the tenancy
- An AHA determination that the unit is not in compliance with the HQS
- An AHA determination that the unit is not in accordance with the HQS due to family size or composition

The AHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the AHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]

The AHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the AHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

Scheduling an Informal Review

A request for an informal review must be made in writing and delivered to the AHA either in person or by first class mail, by the close of the business day, no later than 14 calendar days from the date of the AHA's denial of assistance.

The AHA must schedule and send written notice of the informal review within 14 calendar days of the family's request.

Informal Review Procedures [24 CFR 982.554(b)]

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the AHA.

The person conducting the review will make a recommendation to the AHA, but the AHA is responsible for making the final decision as to whether assistance should be granted or denied.

Informal Review Decision [24 CFR 982.554(b)]

The AHA must notify the applicant of the AHA's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the AHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the Notice.

The validity of grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.

The validity of the evidence. The AHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, the AHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, the AHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The AHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 14 calendar days of the informal review, to the applicant and his or her representative, if any, along with proof of mailing. Informal hearings may be held in-person or remotely. If remote hearings are scheduled, AHA will ensure equal opportunity and nondiscrimination for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act.

AHAs will make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the hearing process. This obligation is in addition to the obligation to ensure effective communication under Section 504 and the ADA.

15-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

PHAs must offer an informal hearing for certain AHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the AHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the AHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and AHA policies.

The AHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract

- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the AHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the AHA utility allowance schedule
- A determination of the family unit size under the AHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under AHA policy and HUD rules
- A determination to terminate a family's Family Self-Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]
- A determination to terminate assistance based on an unfavorable history that may be the result of domestic violence, dating violence, or stalking.
- A determination to deny a request for reasonable accommodation.

The AHA also will offer participants the opportunity for an informal hearing when the AHA determines not to approve an extension of or suspends a voucher term

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the AHA
- General policy issues or class grievances
- Establishment of the AHA schedule of utility allowances for families in the program
- An AHA determination not to approve a unit or tenancy
- An AHA determination that a unit selected by the applicant is not in compliance with the HQS
- An AHA determination that the unit is not in accordance with HQS because of family size
- A determination by the AHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

Informal Hearing Procedures

***Notice to the Family* [24 CFR 982.555(c)]**

When the AHA makes a decision that is subject to informal hearing procedures, the AHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the AHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the AHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

In cases where the AHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of the AHA.

- A brief statement of the reasons for the decision including the regulatory reference.

- The date the proposed action will take place.

- A statement of the family's right to an explanation of the basis for the AHA's decision.

- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

- A deadline for the family to request the informal hearing.

- To whom the hearing request should be addressed.

- A copy of the AHA's hearing procedures.

Scheduling an Informal Hearing [24 CFR 982.555(d)]

When an informal hearing is required, the AHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

A request for an informal hearing must be made in writing and delivered to the AHA either in person or by first class mail, by the close of the business day, no later than 14 calendar days from the date of the AHA's decision or notice to terminate assistance.

The AHA must schedule and send written notice of the informal hearing to the family within 14 calendar days of the family's request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the AHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the AHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The AHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and the AHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any AHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the AHA does not make the document available for examination on request of the family, the AHA may not rely on the document at the hearing.

The AHA hearing procedures may provide that the AHA must be given the opportunity to examine at the AHA offices before the hearing, any family documents that are directly relevant to the hearing. The AHA must be allowed to copy any such document at the AHA's expense. If the family does not make the document available for examination on request of the AHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

The family will be allowed to copy any documents related to the hearing at a cost of \$0.10 per page. The family must request discovery of AHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date

The AHA must be given an opportunity to examine at the AHA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, the AHA may request a copy of all documents that the participant intends to present or utilize at the hearing. If requested, the participant must make the documents available no later than 12:00 pm on the business day prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Recording of the Hearing

All informal hearings will be recorded by audiotape. The AHA will not provide a transcript of an audio taped hearing. The tape will be retained for a period of 90 days from the date of the "Notice of Final Decision" at which time the tape may be destroyed.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the AHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

Attendance at the Informal Hearing

Hearings may be attended by a hearing officer and the following applicable persons:

An AHA representative and any witnesses for the AHA

Other professionals deemed necessary by the AHA such as translators or security personnel

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by the AHA as a reasonable accommodation for a person with a disability

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the AHA's hearing procedures [24 CFR 982.555(4)(ii)].

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence [24 CFR 982.555(e)(5)]

The AHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing, which is relevant to the case, for example, a letter written to the AHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either the AHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the AHA will take effect.

Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the family, generally within 14 calendar days.

In rendering a decision, the hearing officer will consider the following matters:

AHA Notice to the Family: The hearing officer will determine if the reasons for the AHA's decision are factually stated in the Notice.

Discovery: The hearing officer will determine if the AHA and the family were given the opportunity to examine any relevant documents in accordance with AHA policy.

AHA Evidence to Support the AHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the AHA's conclusion.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and AHA policies. If the grounds for termination are not specified in the regulations or in compliance with AHA policies, then the decision of the AHA will be overturned.

The hearing officer will issue a written decision promptly to the family and the AHA, generally no later than 14 calendar days after the hearing. The report will contain the following information:

Hearing information:

- Name of the participant;
- Date, time and place of the hearing;
- Name of the hearing officer;
- Name of the AHA representative; and
- Name of family representative (if any).

Background: A brief, impartial statement of the reason for the hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as

evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the AHA's decision.

Order: The hearing report will include a statement of whether the AHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the AHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the AHA to restore the participant's program status.

AHA Notice of Final Decision [24 CFR 982.555(f)]

The AHA is not bound by the decision of the hearing officer for matters in which the AHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State or local laws.

If the AHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the AHA must promptly notify the family of the determination and the reason for the determination.

The AHA will mail a "Notice of Final Decision" including the hearing officer's report, to the participant and their representative. This Notice will be sent by first-class mail, postage pre-paid with an affidavit of mailing enclosed. The participant will be mailed the original "Notice of Final Decision" and a copy of the proof of mailing. A copy of the "Notice of Final Decision" along with the original proof mailing will be maintained in the AHA's file.

Once the "Notice of Final Decision" has been sent, the family's time to obtain a judicial review of that decision through administrative mandamus is limited to 90 days after service of the "Notice of Final Decision."

15-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the AHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the AHA informal hearing process, does not preclude the family from exercising the

right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 11, the notice of denial or termination of assistance for non-citizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief and the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the AHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]

When the AHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the AHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the AHA with a copy of the written request for appeal and the proof of mailing.

The AHA will notify the family in writing of the results of the USCIS secondary verification within 14 calendar days of receiving the results.

The family must provide the AHA with a copy of the written request for appeal and proof of mailing within 14 calendar days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the AHA, of its decision. When the USCIS notifies the AHA of the decision, the AHA must notify the family of its right to request an informal hearing.

The AHA will send written notice to the family of its right to request an informal hearing within 14 calendar days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the AHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the AHA notice of denial or termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 15-III.C.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The AHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the AHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

The family will be allowed to copy any documents related to the hearing at a cost of \$0.10 per page copy. The family must request discovery of AHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the AHA, and to confront and cross-examine all witnesses on whose testimony or information the AHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the AHA, as may be agreed upon by the two parties.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The AHA may, but is not required to provide a transcript of the hearing.

The AHA will not provide a transcript of an audio taped hearing.

Hearing Decision

The AHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]

The AHA must retain for a minimum of 5 years the following documents that may have been submitted to the AHA by the family, or provided to the AHA as part of the USCIS appeal or the AHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for an USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

PART IV: OWNER OR FAMILY DEBTS TO THE AHA**15-IV.A. OVERVIEW**

PHAs are required to include in the administrative plan, policies concerning repayment by a family of amounts owed to the AHA [24 CFR 982.54]. This part describes the AHA's policies for recovery of monies that have been overpaid on behalf of families, or to owners.

When an action or inaction of an owner or participant results in the overpayment of housing assistance, the AHA holds the owner or participant liable to return any overpayments to the AHA.

The AHA will enter into repayment agreements with participants in accordance with the policies contained in this part as a means to recover monies owed.

When an owner or participant refuses to repay monies owed to the AHA, the AHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit

15-IV.B. REPAYMENT POLICY**Owner Debts to the AHA**

Any amount due to the AHA by an owner will be deducted from the next HAP payment by the amount owed. If the amount owed is more than the HAP payment, the balance is due within 30 days.

If the owner is not entitled to future HAP payments, the entire amount owed must be repaid by the owner within 30 days of the AHA determination of the debt.

If the owner refuses to repay the debt, the AHA will ban the owner from future participation in the program and pursue other modes of collection.

Family Debts to the AHA

Any amount due to the AHA by an HCV participant must be repaid by the family. If the family is unable to repay the debt within 30 days, the AHA may offer to enter into a repayment agreement in accordance with the policies below.

The family must be in good standing with the AHA and the debt amount must be \$3,000 or less. To be in good standing, a participant must not have any other outstanding debts related to an existing repayment agreement or be under the termination process for another program violation. If the amount owed is greater than \$3,000 a repayment agreement may only be entered into with the Executive Director's approval. If such an agreement is not approved, then the participant's assistance will be terminated.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, the AHA will terminate the assistance upon notification to the family and pursue other modes of collection.

Repayment Agreement [24 CFR 792.103]

The term *repayment agreement* refers to a formal document signed by a tenant or owner and provided to the AHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

Repayment Agreement Guidelines

Down Payment Requirement

Prior to the execution of a repayment agreement, the owner or family must pay 10 percent of the balance owed to the AHA.

Payment Thresholds

The debt amount must be \$3,000 or less. If the amount owed is greater than \$3,000 a repayment agreement may only be entered into with the Executive Director's approval. If such an agreement is not approved, then the participant's assistance will be terminated.

Amounts between \$2,001 to \$3,000 must be repaid within 36 months.

Amounts between \$901 and \$2,000 must be repaid within 24 months.

Amounts between \$451 and \$900 must be repaid within 12 months.

Amounts under \$450 must be repaid within 6 months.

All repayment agreements will require a minimum monthly payment of at least \$25.

Execution of the Agreement

The head of household and spouse/cohead (if applicable) must sign the repayment agreement.

Due Dates

All payments are due by the close of business on the 1st business day of the month.

Non-Payment

A late or partial payment is considered a missed payment. The AHA will issue a notice of termination to participants who miss more than one monthly installment under the payment agreement within a 12-month period, the balance of the debt must be paid in full or the participant family will be terminated from the HCV program. The Executive Director must approve any exceptions to these guidelines.

Families, whose assistance is terminated, have the opportunity to request an informal hearing.

No Offer of Repayment Agreement

The AHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family.

PART V: RECORD KEEPING**15-V.A. OVERVIEW**

The AHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the AHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

15-V.B. RECORD RETENTION [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, the AHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, the AHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;

- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting AHA budget and financial statements for the program;
- Records to document the basis for AHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.

The AHA will retain any documents relating to the family's participation in the Housing Choice Voucher Program, including, but not limited to, written notice from the owner of serious or repeated lease violations, police reports, neighbor complaints or other third party information. These documents will be retained in the file for the term of the family's participation in the program, and for at least three years thereafter. Electronic storage of the required documents, in a system such as Laserfiche, will suffice for the records retention requirement. The originals do not also need to be retained.

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 15-III.D., Retention of Documents.

15-V.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

All applicant and participant information will be kept in a secure location and access will be limited to authorized AHA staff.

AHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the AHA may release the information collected.

Upfront Income Verification (UIV) Records

The AHA, which accesses UIV data through HUD's Enterprise Income Verification (EIV) System, are required to adopt and follow specific security procedures to ensure that all

EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document *Enterprise Income Verification (EIV) System Security Procedures for Upfront Income Verification Data*.

Prior to utilizing HUD's EIV system, the AHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The AHA may only disclose the criminal conviction records which the AHA receives from a law enforcement agency to officers or employees of the AHA, or to authorized representatives of the AHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The AHA must establish and implement a system of records management that ensures that any criminal record received by the AHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the AHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The AHA must establish and implement a system of records management that ensures that any sex offender registration information received by the AHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the AHA action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by AHA other than under 24 CFR 5.905.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The AHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the AHA receives a verification document that provides such information, the AHA should not place this information in the tenant file. The AHA should destroy the document.

PART VI: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

15-VI.A. OVERVIEW

The AHA has certain responsibilities relative to children with environmental intervention blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the AHA is subject to.

15-VI.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]

The AHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

The AHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

15-VI.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]

At least quarterly, the AHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified environmental intervention blood lead level.

If the AHA obtains names and addresses of environmental intervention blood lead level children from the public health department(s), the AHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, the AHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, the AHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

The public health department(s) has stated they **do not** wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, the AHA is not providing such a report.

PART VII: REPORTING REQUIREMENTS OF VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 (VAWA)

15-VII.A. NOTIFICATION TO PARTICIPANTS [Pub. L. 113-4]

VAWA requires the AHA to notify housing choice voucher participants of their rights under this law, including their right to confidentiality and the limits thereof. The AHA will provide all participants with notification of their protections and rights under VAWA with any AHA notification of eviction or terminations of assistance and during the annual recertification or lease renewal process. This notification shall be comprised of the AHA sending HUD-Form 5380, Notice of Occupancy Rights Under the Violence Against Women Act and be accompanied by HUD-Form 5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation.

15-VII.B. NOTIFICATION TO APPLICANTS

The AHA will provide all applicants with notification of their protections and rights under VAWA at the time the individual is provided assistance or admission and at the time the applicant is denied assistance or admission. The notice also will inform each applicant of AHA confidentiality requirements. This notification shall be comprised of the AHA sending HUD-Form 5380, Notice of Occupancy Rights Under the Violence Against Women Act and be accompanied by HUD-Form 5382, Certification of Domestic Violence,

Dating Violence, Sexual Assault, or Stalking and Alternate Documentation.

15-VII.C. NOTIFICATION TO OWNERS AND MANAGERS [Pub.L. 113-4]

VAWA requires the AHAs to notify owners and managers of their rights and responsibilities under this law. HUD encourages PHAs to identify opportunities to provide notice and/or training to owners participating in the HCV program of their rights and obligations under VAWA. The AHA will inform property owners and managers of their screening and termination responsibilities related to VAWA. The AHA will utilize any or all of the following means to notify owners of their VAWA responsibilities:

As appropriate, in day to day interactions with owners and managers.

Inserts in HAP payments, 1099s, owner workshops, classes, orientations, and/or newsletters.

Signs in the AHA lobby and/or mass mailings which include model VAWA certification forms.

PART VIII: SPECIAL HOUSING TYPES [24 CFR 982 Subpart M]

15-VIII.A. OVERVIEW

Subpart M of 24 CFR 982 allows for the operation of Special Housing Types. These include: Single Room Occupancy (SRO), Congregate Housing, Group Home, Shared Housing, Cooperative, Manufactured Home, Manufactured Home Space Rental, and Homeownership Option.

The AHA will allow Shared Housing in cases where it expands the housing choice for voucher holders. All regulations at 24 CFR 982.615 through 982.618 must be met in order for Shared Housing to be approved. These include:

- The resident owner may not be related to the assisted family by blood or marriage.
- An approved live-in aide may reside with the family.
- The other persons in the unit (a house or an apartment) may be assisted or not assisted under the tenant-based program.
- There is a separate HAP contract and lease for each assisted family.
- The pro-rata portion of the rent must be reasonable.
- The entire unit, including the portion of the unit available for use by the assisted family under its lease, must meet housing quality standards.

- The facilities available for use under the lease for the assisted family must include a living room, sanitary facilities, and food preparation and refuse disposal facilities.
- The entire unit must provide adequate space and security for all residents.
- Each unit must contain private space for each assisted family which must contain at least one bedroom for each two persons in the family.



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: October 20, 2021

Re: Accept Presentation by North Housing Providers.

BACKGROUND

Accept presentation by North Housing Partners, Building Futures and Alameda Point Collaborative.

DISCUSSION

To mark the milestone of an update to the Memorandum of Understanding and Term Sheet between the Housing Authority and its service provider partners on the homeless accommodation at North Housing, the Providers are representing their agencies before the Board. See Item 9.B.

FISCAL IMPACT

Not applicable.

CEQA

N/A

RECOMMENDATION

Accept Presentation by North Housing Providers.

ATTACHMENTS

1. 9-A Attach 1 APC Presentation
2. 9-A Attach 2 BF Presentation

Respectfully submitted,

Sylvia Martinez, Director of Housing Development



Alameda Point Collaborative



“APC WORKS TO END HOMELESSNESS BY PROVIDING HOUSING AND SERVICES TO CREATE COMMUNITIES WHERE FORMERLY HOMELESS FAMILIES AND INDIVIDUALS CAN FLOURISH.”

APC At A Glance

- Located at Alameda Naval Air Station
- Established as a 501c(3) non-profit in 1999
- 128 Units Of Housing
- 34 Acres of Land
- Supportive Housing Community
 - Housing for homeless, combined with support services such as counseling, life skills training, and programs for youth



Our philosophy

Permanent Supportive Housing:

- independent, affordable housing for people with disabilities who are homeless where appropriate supportive services are provided as a way of helping residents maintain the maximum possible level of independence, stability, and participation in the general community.



Our Community

- 500 residents including 270 youth ages 18 and under.
- Multicultural – 56% African American, 20% Native American, 15% Caucasian, 9% Latino and other ethnicities.



Our Accomplishments

- 94% of permanent residents maintained housing for at least 12 months.
- 75% of resident households have increased their earnings year over year
- 165 children and youth regularly participated in APC activities and programs.
- Three social justice enterprises provide job opportunities for residents and revenue for the agency
- APC has taken a lead role in the successful conveyance of three federal properties
- During Covid APC established 2 outdoor safe learning center for residents, installed internet in all of our housing units to be able to provide effective teleservices and maintained full employment



Activities



Our Career Center offers education and
job training opportunities

Activities



Youth Services provides healthy play, academic, and life skills programs.

Activities



Ploughshares Nursery – A social enterprise of APC provides job opportunities and revenue.

A Note About Conveyances

- They are hard: Out of at least 10,000 properties that have been declared suitable and available for homeless services since the early 90's (the surplus program started in 1987) only 122 have been successfully transferred for homeless uses. APC has been the lead or a co-lead for 3 successful transfers
- Conveyances require serving 100% homeless, which makes it a financial challenge, and most of the financing is geared to the most chronically homeless. Well managed programs with robust services are needed in order to be successful. Funding doesn't necessarily support the level of services required.
- By their nature, conveyances are more challenging, have higher expectations of the providers and are more expensive than traditional homeless or low income developments
- At the end of the day the success of homeless conveyances is measured by the success of the homeless households served by the project



Building Futures

Everyone Deserves a Safe Place to Call Home



AGENCY OVERVIEW



MISSION

To build communities with underserved individuals and families, where they are safely and supportively housed, free from homelessness and domestic violence.

- HOMELESSNESS
- HOUSING
- DOMESTIC VIOLENCE

DOMESTIC VIOLENCE



WE PROVIDE:

- 24-hour telephone crisis line
- Community education and support
- Community-based survivor support groups
- DV shelter (20 beds) with 24-hour staffing and culturally appropriate support services for adults and children
- Prevention education
- 40-hour State-certified DV counselor training for our staff and staff of other organizations

Last year, 60 women and children were sheltered safely, our domestic violence outreach team reached over 50 survivors, and staff handled nearly 1400 DV crisis calls.



HOMELESSNESS

WE PROVIDE:

- Supportive, trauma-informed culturally appropriate services
- Street outreach teams in San Leandro and Alameda
- CES housing resource centers in Oakland, San Leandro and Oakland
- Year-round emergency shelters in San Leandro (30 beds) and Alameda (25 beds) with 24-hour staffing for single women and women with children
- Winter warming shelters November – April in San Leandro and Alameda
- Linkages to other services (health, mental health, social services, etc.)



Last year, 150 women and children stayed in our shelters, over 200 men and women stayed in a warming shelter, and our street outreach teams had over 1450 contacts with homeless individuals.

HOUSING

We are a Trauma Informed, Housing First agency and our goal is for everyone to have a safe and stable home.



WE PROVIDE:

RAPID REHOUSING

Our rapid rehousing programs are designed to assist families, to secure permanent housing as quickly as possible. Financial assistance and supportive services, including, but not limited to rental assistance, security deposits, utility payments, moving costs, landlord recruitment, case management, housing outreach and placement, legal services, and credit repair. We provide over 120 slots of rapid rehousing for families.

PERMANENT SUPPORTIVE HOUSING

We provide both scattered site and site based permanent supportive housing for individuals and families that have experienced homelessness for at least a year—or repeatedly—while struggling with a disabling condition such as a serious mental illness, substance use disorder, or physical disability. We provide over 150 units of site based and scattered site permanent supportive housing.

HOUSING DEVELOPMENT PARTNERSHIPS

We are in two partnerships with developers to rebuild and build new permanent supportive housing.

PERMANENT SUPPORTIVE HOUSING



*per Corporation for Supportive Housing,
csh.org

Supportive housing is a combination of affordable housing and supportive services designed to help vulnerable individuals and families use stable housing as a platform for health, recovery and personal growth.

It focuses on balancing three distinct components of the model — housing, supportive services, and property and housing management.

These three components can be viewed as a “three-legged stool,” in which each part must bear equal weight to have a balanced project.

Who Lives In Permanent Supportive Housing?

Supportive housing is for those lacking housing who face a multitude of complex medical, mental health and/or substance use issues that are co-occurring.

Alameda County prioritizes those who are older, have been chronically homeless longer, have income and housing barriers and have multiple health and medical disabilities including mental health and/or substance use disabilities.

-

Permanent Supportive Housing Outcomes



CONTACT US



**24-hour, toll-free domestic violence crisis line:
1-866-A-WAY-OUT**

Homelessness Services Hotline: 211

**Phone: 510-357-0205 main line 510-686-2332 San
Leandro (Mid-County West) Access Point**

Website: bfwc.org

Address: 1840 Fairway Dr. San Leandro 94577

Liz Varela, Executive Director lvarela@bfwc.org



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: October 20, 2021

Re: Approve the Updated Memorandum of Understanding and Term Sheet for North Housing and Authorize the Executive Director, or her designee, to sign.

BACKGROUND

The North Housing site has been a subject of various agreements that describe its disposition from the U.S. Navy, transfer to the City of Alameda, and current ownership by the Housing Authority of the City of Alameda. These agreements further describe the use of this property to serve homeless residents of Alameda in partnership with two service providers, Building Futures and the Alameda Point Collaborative (the "Providers". The original MOU was written in 2009 and updated in 2012. As the entire parcel moves to specific affordable housing developments, the parties have been actively discussing updates to the MOU to acknowledge factual developments as well as to propose additional clarifications that will move the developments forward.

DISCUSSION

The parties have discussed and included substantial factual updates, both in the recitals and the addendum to the updated MOU.

The MOU continues to focus on the 90 units of homeless housing required by the agreement with the Navy, referred to as the Project, even if created by multiple phases.

The parties have negotiated the proposed ownership of the phases that are included in the Project (defined as the 90 homeless units in disposition documents and original MOUs)/ The parties have also discussed cash flow, developer fee, and the sources of funds for services. The initial pro forma shows a \$5,000/unit/year (\$450,000/year) service fee, on a pro rata basis, for services.

It is proposed that the Providers will act as a .001% special limited partner in the



ownership of the Project, with AHA as a .009% General Partner. AHA will receive a developer fee, if any, and the Providers will share a Services Management Fee.

Shared decision-making continues to be a hallmark of the updated Memorandum of Understanding and Term Sheet. Additional items have been added to Exhibit C, which contains items where all parties must consent. The parties have also agreed to factual updates that allow the Project to rely on a shared history as it moves forward.

FISCAL IMPACT

The buildout of the North Housing site will require short-term predevelopment funds, and long-term soft loans. The development of affordable housing requires substantial soft capital that is lent to the property and repaid only from residual receipts over a very long timeline. AHA has already committed substantial predevelopment funds, and in July 2021, made a \$7.5 million permanent capital contribution to the 90 homeless units. AHA is anticipated to take on the long-term financial obligations of the owner and guarantor of the development. It is likely that little or no true cash fee will be generated by the development of the homeless housing project. For instance, if AHA makes a \$3,000,000 investment in the phase, and then earns a \$1,400,000 developer fee, it is in essence paying itself that developer fee. It is anticipated that some or all of the developer fee may need to be contributed and reinvested back into the Project.

The parties understand that service funding is cyclical and challenging to obtain. The parties agree that stable and adequate funding for services at the homeless units is critical to the success of the residents and the entire North Housing development and continue to collaborate on assuring adequate service funding will be available.

CEQA

Not Applicable

RECOMMENDATION

Approve the Updated Memorandum of Understanding and Term Sheet for North Housing and Authorize the Executive Director, or her designee, to sign.

ATTACHMENTS

1. Attach 1 North Housing Second A R MOU
2. Attach 2 North Housing Providers Participation Term Sheet

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Attachment I: Second Amended and Restated Memorandum of Understanding

SECOND AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING

(North Housing Parcel – Authority and Providers)

This Second Amended and Restated Memorandum of Understanding (the “**Agreement**”) is entered into as of _____ (“**Effective Date**”) by and among Alameda Point Collaborative, a California nonprofit public benefit corporation (“**APC**”), Cornerstone Community Development Corporation, a California nonprofit public benefit corporation, dba Building Futures with Women and Children (“**BFWC**”), and the Housing Authority of the City of Alameda (the “**Authority**”) (collectively, referred to herein as the “**Parties**” or individually as the “**Party**” and APC and BFWC shall be collectively referred to as the “**Providers**”).

RECITALS

This Agreement is entered into upon the following facts, understandings and intentions of the Parties:

A. On November 5, 2007, the Navy declared forty-two (42) acres of the former Alameda Naval Air Station (“**NAS Alameda**”) as surplus (the “**North Housing Parcel**”). The North Housing Parcel includes buildings and other improvements as follows: (i) family housing built in the late 1960s consisting of multi-family structures with two hundred eighty-two (282) individual housing units totaling approximately four hundred forty thousand and ten (440,010) square feet; (ii) approximately eight (8) acres of outdoor recreational facilities; (iii) paved areas and other surface areas, including but not limited to roads, sidewalks, and parking lots; and (iv) utility facilities.

B. Pursuant to the McKinney-Vento Homeless Assistance Act of 1987 (42 U.S.C. § 11412) (the “**Act**”) and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (10 U.S.C. 2687) (“**BRAC**”), the North Housing Parcel must be made available to state and local governments and nonprofit organizations in order to meet the housing and service needs of the homeless population.

C. The Alameda Reuse and Redevelopment Authority (the “**ARRA**”) was recognized by the Office of Economic Adjustment (“**OEA**”), on behalf of the Secretary of Defense, as the local redevelopment authority for NAS Alameda.

D. Pursuant to BRAC, the ARRA, as the local redevelopment authority, was responsible for conducting the screening process for the North Housing Parcel. In accordance with BRAC, the ARRA published a Notice of Availability of Surplus Property on November 16, 2007 seeking Notices of Interests from homeless providers.

E. Providers are nonprofit public benefit corporations dedicated to coordinating and improving housing and supportive services for low-income and homeless individuals and families in the City of Alameda (“**City**”).

F. On March 7, 2008, the Authority and the Providers submitted a Notice of Interest (the “**NOI**”) that proposed the creation of a new development that would consist of one hundred and twenty (120) permanent affordable housing units with supportive services to homeless individuals and families (the “**Residents**”) in the City (the “**Proposed Project**”). On October 1, 2008, the ARRA recommended pursuing the Proposed Project with the modification that it be

reduced in size to ninety (90) housing units on approximately nine (9) acres (subsequently revised to thirteen (13) acres).

G. The Parties entered into that certain Memorandum of Understanding effective as of June 15, 2009 (the “**Original MOU**”) to address the roles and obligations of the Parties with respect to development and operation of the Project (as defined below), implementation and operation of the Programs (as defined below) and to address the Parties’ intention with respect to structuring the ownership and operation of the improvements to be constructed on the Property (as defined below), which among other things, provides for the Authority to receive and maintain ownership of the land.

H. In 2009, in accordance with the BRAC requirement, the ARRA and the Parties entered into that certain Legally Binding Agreement (the “**Original LBA**”) and submitted it to the United States Department of Housing and Urban Development (“**HUD**”) and the Navy.

I. The Community Improvement Commission of the City of Alameda, one of the two members of the ARRA joint powers authority, ceased to exist by operation of California State law on February 1, 2012 and the City became the sole member of the ARRA joint powers authority.

J. By resolutions adopted on February 1, 2012 and February 8, 2012, the ARRA and the City, respectively, determined that the ARRA should assign and the City should accept the rights, assets, obligations, responsibilities, duties and contracts of the ARRA, subject to, among other things, OEA approval of the City as the local redevelopment authority (“**LRA**”) for NAS Alameda.

K. On March 9, 2012, OEA approved the City as the local redevelopment authority for NAS Alameda.

L. The Parties have entered into that certain Amended and Restated Legally Binding Agreement (the “**LBA**”) dated June 12, 2012, which amended and restated the Original LBA in response to comments received by the Navy.

M. The LBA provides for, among other matters, (i) the transfer by the LRA to the Authority by quitclaim deed (the “**LRA Deed**”) of a fee simple interest in a portion of the North Housing Parcel with the legal description in as Exhibit A to this Agreement (the “**Property**”), and (ii) the Parties to develop ninety (90) units of supportive housing for homeless persons (the “**Project**”) on Property and/or an alternative site(s), as more particularly described in the LBA.

N. The LBA provides for, among other matters, that the Property begin development within thirty-six (36) months of the upgrade and/or construction of backbone infrastructure serving the North Housing Parcel (including the Designated Property).

O. In order to provide for the development of the Project in compliance with section 26.2 of the City of Alameda Charter, the Property will be conveyed to, and owned by, the Authority and the Parties anticipate that it may be ground leased to a limited partnership or limited liability company or other form of ownership if necessary to obtain funding (“**Project Ownership Entity**”) to construct, own the improvements to be constructed on the Property (but not the land, which would be owned by the Authority), and operate the Project.

P. The Parties agree that, subject to applicable funding and fair housing limitations, the Parties shall establish a mechanism for a preference for occupying the Project units with homeless Alameda residents, including those accessing services from Providers' program and/or City of Alameda Homeless Service Providers.

Q. This Agreement amends and restates the 2012 MOU, which amended and restated the Original MOU for consistency with the LBA. The Parties entered into the amended and restated Memorandum of Understanding effective as of July 12, 2012 (the "**2012 MOU**") to address the roles and obligations of the Parties with respect to development and operation of the Project (as defined below), implementation and operation of the Programs (as defined below) and to address the Parties' intention with respect to structuring the ownership and operation of the improvements to be constructed on the Property (as defined below), which, among other things, provides for the Authority to receive and maintain ownership of the land.

R. The 2012 MOU was executed with the intention for the Parties to retain the option to sell excess land and if that were to occur, the proceeds would be used, in part, to construct the permanent supportive housing units and to ensure a high level of supportive services for the future permanent supportive housing units. The 2012 MOU detailed how the proceeds would be distributed to the Providers.

S. As a result of the Development Plan and Density Bonus application approved by the City of Alameda Planning Board as Resolution No. PB-20-16 on 8/17/2020, the Authority may develop the Property for non-homeless affordable and other multifamily residential use while retaining permanent supportive housing without selling off excess land.

T. The Parties acknowledge that the amount of the Property used for the Project is expected to be less than the entire Property but with adequate space for appropriate development of the Project.

U. On June 25, 2017, the GSA concluded the auction for the 14.87 acres site known Public Sale Parcel. CP VI Admirals Cove, LLC ("Carmel Partners") was the successful bidder having offered \$38,000,000.

V. This Agreement amends and restates the Original MOU, which was amended and restated for consistency with the LBA, and the 2012 MOU which was amended to clarify sale of land and use of proceeds, and update key terms and major decisions that have occurred since the 2012 MOU and reaffirms commitment to partner together.

W. It had been anticipated that the master developer would provide backbone infrastructure but instead of demolishing existing units it chose to rehabilitate the existing units and therefore was no longer responsible for providing back bone infrastructure. Except for items negotiated in 3/30/2018 MOU between the City and Carmel Partners, construction of the backbone infrastructure is now the responsibility of any new development on the Property.

X. On August 17, 2020, the Planning Board approved the North Housing Development Plan and Tentative map which allows for up to 586 units to be developed or cause to be developed on 12.19 acres by the Authority. A minimum of 90 units must serve homeless households (per the LBA) and 50% of total units must be affordable per the North Housing Development Plan. The conditions of approval for the plan and Tentative Map are included in

Exhibit E.

Y. It is understood by the Parties that the ability for the Authority to develop or cause to be developed up to 586 units (including a minimum of 90 permanent supportive housing units) is due to the successful NOI submitted on March 7, 2008 and the subsequent approval of the LBA by the Federal government for 90 units on 13 acres.

Z. The Parties are entering into this Agreement to affirm their commitment to work together on this endeavor, set forth their respective rights and obligations, and the policies and procedures for negotiations with the LRA, pre-development activities, and other efforts in furtherance of the Project.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties agree as follows:

ARTICLE 1.DESCRIPTION OF THE PROJECT AND BASIC POINTS OF AGREEMENT

Section 1.1 Description of the Project. The Parties agree that the Project shall consist of ninety (90) units of multifamily rental housing of assorted bedroom sizes for homeless individuals and families and community center for Project services and residents in one or more phases and subject to change pursuant to Section 1.3 below. The Project shall be constructed on the Property, unless the Parties agree to an alternate location pursuant to Section 1.3 below. The Authority confirms its intent to use best efforts to achieve the 90-unit permanent supportive housing requirement within the first three (3) phases. The Property shall be owned by the Authority and the Parties anticipate that it may be transferred to a Project Ownership Entity, which transfer may be by ground lease.

Section 1.2 Primary Responsibilities: PLL Insurance.

(a) As more specifically described in Article 3 below, the Authority shall be responsible for developing and managing the Project. The Providers shall be responsible for providing supportive services to the Project and its Residents, which fill gaps in the existing continuum of care, as described in Exhibit B attached hereto (collectively, the “**Programs**”). The Authority and the Providers shall be jointly responsible for marketing and Resident selection. Subject to the requirements of funding sources and the governing documents of the Project Ownership Entity, if applicable, all three Parties shall agree and approve the matters set forth in Exhibit C attached hereto and incorporated herein.

(b) The Parties acknowledge that ongoing use of a valid pollution legal liability insurance policy (the “**PLL Insurance**”) is an obligation of the LBA and a reasonable cost under 1.3(c).

Section 1.3 Alternate Property: Buy Out.

(a) If, after recordation of the LRA Deed, the Parties agree (i) to reasonably consider proposals from a master developer to provide an alternate site(s) for the Project, to change the number of units to be included in the Project, and/or to a “buy out” of all or a portion of the Project or the Property, and (ii) that the written consent of all three Parties shall be required for any such arrangement.

(b) Pursuant to Section 2.7.1 of the LBA, the Parties may voluntarily enter into an agreement with a master developer providing for the relocation of all or part of the Project, at no cost or at limited cost to the Parties, to an alternative location(s) selected by the Parties within the City; provided that such relocation shall be at no cost to the LRA and the Parties shall be responsible for securing any and all approvals for the development and operation of the Project on such site(s). The alternative parcel(s) of land may be smaller than thirteen (13) acres if ninety (90) units of permanent supportive multifamily rental housing for homeless individuals and families and community space or the commensurate number of units and facilities, if applicable, to be relocated can be accommodated on such land. Any alternative parcel(s) of land so selected pursuant to Section 2.7.1 of the LBA and transferred to the Authority for development of the Project, together with any portion of the original Property retained by the Authority (if any), shall thereafter be deemed to be, and referred to, collectively as the Property for all purposes of this Agreement and the LBA.

(c) If, after recordation of the LRA Deed, the Parties agree to a “buy out” of all or a portion of the Project or the Property by a master developer, then the proceeds of such buy out shall first be distributed to the Parties to reimburse each Party’s reasonable costs incurred in connection with the Project and or Property after the recordation of the LRA Deed and any balance shall be divided equally between the Parties. The Parties agree to meet and confer in good faith to identify such reasonable costs prior to entering into any such buy-out agreement. This Agreement, together with the LBA (with the written concurrence of the LRA), shall be released as to all or any portion of the Project and/or Property that is the subject of the buy out, and this Agreement together with LBA (with the written concurrence of the LRA), shall be terminated and be of no further force and effective with respect to all of any such portion, as applicable (except for any rights and obligations pursuant to this Agreement and/r the LBA, as applicable, which survive any such termination).

Section 1.4 Sale of Property: Use of Sale Proceeds.

(a) Prior to selling the Property, or any portion thereof, pursuant to Section 2.2.6 of the LBA, the Parties shall meet and confer in good faith to agree on such disposition(s), which shall require the written consent of all three Parties (which may be in the form of joint escrow instructions). If the Property, or any portion thereof, is subsequently sold by the Authority pursuant to Section 2.2.6 of the LBA, the Parties shall first use the sale proceeds to reimburse each Party’s reasonable costs incurred in connection with the Project, then use the balance of the sale proceeds to diligently pursue construction and operation of the Project, or a portion thereof (at least forty (40) units), on an alternative site(s), which may include making a local match for a funding source for new construction. If after five (5) years from such sale of the Property, or a portion thereof, the Parties reasonably determine in good faith that construction of the Project, or a portion thereof, is infeasible, the sale proceeds shall be divided equally between the Parties and the Parties shall meet and confer to use such proceeds to maximize the benefit to Homeless Persons (as defined in the LBA), which may include funding operating expenses of, or programs serving, existing homeless accommodations within the City and/or pursuit of construction of a portion of the Project by one or more of the Parties.

(b) If the Providers obtain the Property pursuant to Section 3.2 of the LBA, then the Parties shall diligently pursue construction and operation of the Project and Programs in accordance with the LBA and this MOU.

(c) If title to the Property reverts to the LRA pursuant to LBA Section 1.1.1.2, the LRA is required pursuant to LBA section 1.1.2.2 to sell the Property and distribute the proceeds (net of the LRA's reasonable costs incurred from the sale) first to reimburse the Providers for their reasonable costs incurred in connection with the Project (including architectural, engineering, consultants and staff costs, and attorney's fees related to design, construction and submittals for funding sources), and then to support programs and facilities including permanent or supportive service-enriched housing for homeless persons in the City with the highest priority given equally among the Providers to fund Programs and development of housing units and facilities, in such event, the Parties will meet and confer in good faith to determine the feasibility of submittal of a joint application to the LRA to use the Property sales proceeds for funding an alternative version of the Project, In the event the Parties fail to agree to such joint application by the earlier of (i) three (3) months following the sale of the Property by the LRA, or (ii) such reasonable period after the LRA issues the solicitation for applications such that an application can be timely prepared and submitted by the due date, then each Party shall be free to apply individually to the LRA or all or a portion of such proceeds to use as required by Section 1.1.2.2 of the LBA.

Section 1.5 Project Agreements. The Parties anticipate that one or more of the Parties will enter into additional agreements in furtherance of the Project (collectively the "**Project Agreements**"), including, without limitation, agreements with financial consultants, organizational documents for the Project Ownership Entity, potentially a ground lease between the Authority and the Project Ownership Entity, services agreements setting forth the details of arrangements for the Providers to provide services to the Project, and, if necessary, a property management agreement providing for the Authority and/or a Property Manager (as defined below) to manage the Project during operations. The Parties agree to cooperate and to use best efforts to make such Project Agreements consistent with the provisions of this Agreement.

ARTICLE 2. ORGANIZATION AND OWNERSHIP

Section 2.1 Ownership of Property. The Property shall be owned by the Housing Authority and the Parties anticipate that it may be ground leased to the Project Ownership Entity, which the Parties anticipate would construct and own the improvements to be constructed on the Property (but not the land, which would be owned by the Authority) and operate the Project.

Section 2.2 Formation of Limited Partnership or Limited Liability Company.

(a) If a Project Ownership Entity is to be formed for the purposes described in Section 2.1 above, the Parties shall negotiate in good faith regarding such formation. All Parties shall approve the identity of all partners and/or members of the Project Ownership Entity, and all Parties shall have the right (but not the obligation) to participate in the Project Ownership Entity as a special limited partner with certain approval rights or as a non-managing member with certain approval rights depending on the form of the Project Ownership Entity. The Parties acknowledge that the Providers intend to exercise this right for the Project.

(b) Regardless of whether any of the Parties participate in the Project Ownership Entity as a special limited partner or non-managing member, the Parties shall use best efforts to negotiate organizational documents of the Project Ownership Entity to include that: (i) the matters set forth in Exhibit C attached to this Agreement shall be approved by all three

Parties to this Agreement in writing; and (ii) the development and operation of the Project shall be consistent with provisions of this Agreement, including without limitation the rights and obligations of the Parties set forth in this Agreement, as this Agreement may be amended from time to time in writing by all Parties.

(c) If a Project Ownership Entity is not formed pursuant to this Section 2.2, this Agreement, together with the LBA, and Project Documents, as applicable, as such agreements may be amended from time to time and supplemented by additional agreements, shall govern the rights and obligations of the Parties in connection with Property and Project.

ARTICLE 3. DEVELOPMENT AND OPERATION OF THE PROJECT

Section 3.1 Development.

(a) The Authority shall have the obligation to develop the Project. The Authority may solicit and identify a nonprofit public benefit corporation to serve as the developer of the Project (a “**Developer**”) in connection with the application for Project financing and an allocation of low income housing tax credits for the Project. All Parties shall approve the selection of the Developer. The Providers acknowledge that the Authority intends to be the developer for the Project.

(b) The Authority shall develop and implement a development plan, schedule, and budget for the Project, subject to review and input by the Providers. Following such review and input, the Authority shall be responsible for the following activities:

- (1) negotiating and securing predevelopment, construction and permanent financing for the development of the Project;
- (2) arranging for the commitment of operating funds and subsidies;
- (3) securing the consultants who will assist in the development of the Project, which includes, but is not limited to, the architect, general contractor and financial advisor;
- (4) overseeing, monitoring and directing the Developer, architect, engineer, and other professionals through the development process of the Project;
- (5) applying for and securing the necessary entitlement approvals for the Project; and
- (6) managing/construction oversight of the development of the Project.

(c) The Providers shall have direct input in connection with the selection of the architect selected for the design of the Project.

(d) The Authority and Providers shall work cooperatively with the Project architect to develop the architectural program for the Project in a timely and expeditious manner.

(e) The Providers shall participate in key meetings with the project architect, such as the initial presentation, development of the architectural program, and final design development.

(f) The Parties shall cooperate to approve the final design plans for the Project, which approval shall not be unreasonably conditioned, withheld or delayed.

(g) The Parties shall cooperate to approve the final proforma for the Project, which approval shall not be unreasonably conditioned, withheld or delayed.

(h) The Parties agree to disclose when or if they have competing funding applications for any local or state resources, including rental and operating subsidies and services contracts, at the earliest possible time so as to avoid and resolve conflicts.

(i) The Authority shall provide Providers with quarterly reports after conveyance of the Property to the Authority. After predevelopment activities commence, the Authority shall provide regular progress updates informing the Providers regarding the development status of the Project. In addition, the Authority shall provide progress updates to the Providers per Providers' request to facilitate needs such as information necessary for grant proposals.

Section 3.2 Management of Services Program

(a) The Providers shall provide the Programs. In accordance with the LBA, the Programs, including any future changes in the scope of services of the Programs, shall constitute services and activities under as Continuum of Care System (as defined in 32 C.F.R. § 176.5) and shall comply with the implementation, intent and requirements of the Reuse Plan (as defined in the LBA). The Providers shall enter into a separate Memorandum of Understanding to set for the respective obligations of the Providers in connection with the Programs ("**Providers MOU**"). Providers may enter into subcontracts with other services providers to implement the Programs, as needed.

(b) The Parties shall be jointly responsible for the following activities:

- (1) marketing and outreach to obtain applicants to reside in the Project units;
- (2) maintaining and managing waiting lists for Project units, subject to coordination and compliance with Section 8 or other funding requirements; and
- (3) overseeing and coordinating Residents' move-in and occupancy.

(c) The Providers shall be responsible for providing and coordinating all aspects of the Program, including, but not limited to:

- (1) developing services plans, as necessary to apply for financing and tax credits for the Project;
- (2) coordinating services provision with the Property manager as needed;
- (3) determining an appropriate level of supportive services for the Residents; and

(4) providing and coordinating case management services, job training and placement, counseling, support groups, trainings, events, activities, informational resources, referrals and other relevant services.

(d) Providers' obligations to provide services and to implement the Programs pursuant to this Section 3.2, are contingent on receipt of sufficient funding to provide such services, as reasonably determined by the Parties. The Parties acknowledge that funding for Programs will be included as an operating expense and/or a capitalized services reserve and/or alternate sources of revenue including from the Authority and potentially eligible use of excess cashflow in Project(s) development proforma(s) to the greatest extent feasible within industry standards for the target population being served for the duration of the Project(s) tax credit Regulatory Agreement(s). The Parties will also seek external sources of services funding to the extent those funding sources are available.

(e) Providers will provide all required reporting, experience, and compliance documentation for services on the homeless housing units that are required by any lenders or programs.

Section 3.3 Property Management

(a) The Authority shall manage the Project. The Authority will competitively bid (at least every five years) for a 3rd party management with firm that has experience with both homeless and affordable housing, subject to the Authority procurement and competitive bidding (the "**Property Manager**"). The Parties shall agree upon the selection of the Property Manager, which shall also be acceptable to project lenders and investors. The Authority shall oversee and direct the Property Manager. Procedures for day-to-day coordination among the Providers and the Property Manager on routine property management issues shall be developed with the Authority.

(b) The Authority is responsible for all property management functions with respect to the Project, including without limitation certification and recertification of household size and income, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, and replacement of capital items.

(c) The Authority is responsible to meet all required lender, investor, and funder performance, reporting, and compliance requirements at all times. It may meet these obligations through contracted parties.

(d) The Providers and the Authority shall meet and confer in good faith to agree on the following matters related to Resident selection and occupancy:

- (1) the activities described in Section 3.2(b)(1) above;
- (2) screening applicants for program eligibility;
- (3) the activities described in Section 3.2(b)(2) above;
- (4) developing and implementing application procedures and policies for screening for programs and income eligibility and selecting applicants for residency;
- (5) facilitating Resident screening and applications;

- (6) the activities described in Section 3.2(b)(3) above;
- (7) establishing Resident occupancy policies;
- (8) establishing Resident retention and eviction policy; and
- (9) establishing policies regarding the Authority's and the Property Manager's responsiveness to Residents.

(e) At least six (6) months prior to the anticipated commencement of construction of the Project, the Authority shall schedule a planning meeting with the Providers to develop a proposed management plan. At least six (6) months prior to the commencement of operation of the Project, the Parties shall jointly prepare and mutually agree on a proposed management plan (the "**Management Plan**") to be implemented upon commencement of operations of the Project.

(f) The Parties shall meet on a regular basis to coordinate the activities described in this Section 3.3.

Section 3.4 Management Plan Review

(a) If the Providers determine, in their reasonable judgement, that the Project is not being operated and managed in accordance with the Management Plan, the Providers shall deliver a written request to the Authority outlining its concerns. Within fifteen (15) calendar days of receipt by the Authority of such written notice, the Parties shall meet in good faith to discuss the Provider's concerns. The Authority shall have a reasonable time (not to exceed sixty (60) days) to address the concerns. If, after such period, the Provider believes that the Project is not being managed in accordance with the Management Plan, the Providers may request replacement of the Property Manager or on-site Resident manager. The Authority shall consider such request in good faith and shall evaluate the Property Manager or on-site Resident manager, as applicable, in accordance with the Authority's procedures and the Management Plan for the property.

(b) Any contract for a Property Manager or on-site Resident manager entered into by the Authority shall provide that the contract can be terminated as set forth above.

Section 3.5 Rent. The Authority shall be responsible for calculating rents for the Project units and collecting rents from the Residents.

Section 3.6 Preferences in Tenant Selection.

(a) To the maximum extent permitted by applicable law, preferences in the selection of Residents for the Project shall be provided to clients of the Providers, including persons residing at properties of the Providers to the extent consistent with legal requirements of Project funding programs, provided that clients of the Providers who live and work in the City of Alameda shall have priority (subject to funding source requirements). The Parties shall use best efforts to establish a site-based waiting list for the Project.

(b) At least six (6) months prior to completion of construction of the Project, the Parties shall establish a referral system for residents of the Project. It is anticipated that some or all households will be referred through the Alameda County's Coordinated Entry System ("CES").

Section 3.7 Maintenance. The Authority shall be responsible for maintenance and repair of the Property and Project, which will be done in accordance with established Authority policy.

Section 3.8 Insurance; Indemnification.

(a) On or before the commencement of operations of the Programs, the Providers shall each furnish the Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Section 3.8. Such certificates shall also contain substantially the following statement: “Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Housing Authority of the City of Alameda by certified mail.” The Providers shall maintain in force at all times during the performance of the Programs and provision of services of the Project all appropriate coverage of insurance acceptable to the Authority’s Risk Manager and licensed to do insurance business in the State of California. An endorsement naming the parties required pursuant to Section 3.8(d) below as additional insureds shall be submitted with the insurance certificates.

(1) Workers’ Compensation: Statutory coverage as required by the State of California.

(A) Workers’ Compensation: Statutory coverage as required by the State of California.

(B) Liability: Commercial general liability coverage in the following minimum limits:

1. Bodily Injury:

- a. \$1,000,000 each occurrence
- b. \$2,000,000 aggregate – all other

2. Property Damage:

- a. \$1,000,000 each occurrence
- b. \$2,000,000 aggregate

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

(C) Automotive: Comprehensive automobile liability coverage in the following minimum limits:

1. Bodily Injury:

- a. \$1,000,000 per accident
- b. \$2,000,000 aggregate

2. Property Damage: \$1,000,000 per accident

(D) Professional Liability: Professional liability insurance which includes coverage for the professional acts, errors and omissions of the Providers in the amount of at least \$1,000,000.

(2) The Providers agree that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, that Providers shall look solely to their insurance for recovery. The Providers hereby grant to the Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either the Providers or the Authority with respect to the services of the Providers herein, a waiver of any right to subrogation which any such insurer of said Providers(s) may acquire against the Authority by virtue of the payment of any loss under such insurance.

(3) If the Providers should fail to secure or maintain the foregoing insurance, the Authority shall be permitted to obtain such insurance in the Provider's name(s) or as an agent of the Providers and shall be compensated by the Providers for the costs of the insurance premiums at the maximum rate permitted by the law and computed from the date written notice is received that the premiums have not been paid.

(b) The Authority, its Board of Commissioners, officers, employees and volunteers shall be named as additional insureds under all insurance required to be carried by the Providers pursuant to this Agreement. Any Project insurance carried by the Authority shall name the Providers, their boards, officers, employees and volunteers as additional insureds thereunder. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under such policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on such policy(ies) or any extension.

(c) The insurance limits required by the Authority are not represented as being sufficient to protect the Providers. The Providers are advised to consult the Providers' insurance broker(s) to determine adequate coverage for the Providers.

(d) All insurance required by to be carried by the Providers pursuant to this Section 3.8 shall be evaluated for adequacy by the Authority's Risk Manager prior to commencement of operations of the Programs and not less frequently than every five (5) years thereafter. The Authority's Risk Manager shall have the right to request additional insurance provisions, such as those shown on Exhibit D attached hereto, which as of the date of this Agreement, are the current standard insurance requirements for community and social service providers offering counseling.

(e) Commencing as of completion of construction and commencement of management and operations of the Project, as evidenced by the first Resident residing in the Project:

(1) The Providers shall defend, indemnify, and hold harmless the Authority, its officers, officials, employees, and volunteers (collectively, the "**Authority Indemnitees(s)**") from and against all claims, damages, losses and expenses (including reasonable attorneys' fees) arising from any claim or actions against an Authority Indemnitee(s) for damages sustained by any third persons(s), and/or on account of damaged property of any third persons, including the loss of use thereof, in any way related to or arising out of the

management and operation of the Programs by or through the Providers as describe herein, caused in whole or in part by any negligent act of omission of a Provider(s), its contractor(s), anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Authority.

(2) The Authority shall defend, indemnify, and hold harmless the Providers, their Board of Directors, their officers, employees, and volunteers (collectively, the “**Provider Indemnitees(s)**”) from and against all claims, damages, losses and expenses (including reasonable attorneys’ fees) arising from any claim or actions against a Provider Indemnatee(s) for damages sustained by any third person(s), and/or an account of damaged property of any third person, including the loss of use thereof, in any way related to or arising out of the management of the Project by or through the Authority as described herein, caused in whole or in part by any negligent act or omission of the Authority, its contractor(s), anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Provider(s).

ARTICLE 4. FINANCIALS

Section 4.1 Accounting

(a) The Authority shall function as the fiscal agent for Project and shall be responsible for the books and accounts in connection with the Project (the “**Project Books**”). The Providers shall have reasonable access to the Project Books. The Project Books shall be kept on the accrual accounting method. The fiscal accounting period shall be the fiscal year determined by the final project financing.

(b) During the predevelopment period, the Authority shall provide the Providers with a quarterly accounting summary of the expenses to date of the Project and, if applicable, the Project Ownership Entity and the Providers shall provide the Authority with a monthly accounting summary of costs and expenses attributable to the Program.

(c) During the operating period, the Authority shall provide the Providers with a quarterly operating report of the Project, and the Providers shall provide the Authority with a quarterly accounting summary of costs and expenses attributable to the Program, together with an annual report of results achieved by the Providers with such funds, and any service-related documentation required by the lenders, investors, or programs in the Project.

Section 4.2 Funding Applications: Supplemental Funding. The Authority shall prepare and submit funding applications for predevelopment activities, construction, bridge and permanent financing, and the Providers shall prepare and submit funding applications for implementing the Programs, to various funding sources, including but not limited to HUD, state and local governments, and private funding sources.

(a) The Parties shall cooperate and meet and confer in good faith to (1) identify potential funding sources, (2) identify any such funding sources that may materially impact the proposed Project, Programs and/or Residents, and (3) agree on the funding sources to be sought for the Project and Programs.

(b) The Parties shall cooperate with each other in the preparation and submission of all applications for the funding sources agreed upon pursuant to Section 4.2(a) above.

Section 4.3 Section 8 Vouchers. If the Authority is permitted to participate in the HUD Moving to Work program or another program which provides similar flexibility to increase the number of Section 8 project-based vouchers, then Authority shall use best efforts subject to HUD's regulations to obtain all necessary awards and approvals to obtain and dedicate the maximum allowable number of Section 8 project-based vouchers for the Project.

Section 4.4 Program Cost and Expenses. Providers shall prepare an annual budget for the costs and expense of the Program (the "**Program Budget**"). The Program Budget shall include, but not be limited to the following: (a) the costs of staffing (including FTE, salary and benefits for each staff person) all aspects of the Programs; (b) the costs of support services; (c) office costs; and (d) organizational overhead attributable to the delivery of services at the Project.

Section 4.5 Developer Fee. The Parties shall use best efforts to secure a share of a developer fee. If a developer fee is available as compensation for work in developing the Project incurred by the Parties, it is the intention of the Parties that the amount shall be divided equitably among the Parties subject to the approval of the California Tax Credit Allocation Committee and of lenders providing financing for the Project, as applicable.

Section 4.6 Distribution of Excess Cash Flow. The Parties agree that any cash flow generated by the Project shall be utilized for operation of the Project, any lender or funder requirements, and, if applicable, the Programs, including adequate funding of operating and replacement of reserves. Any excess cash flow beyond the aforementioned, will be further defined in the financial pro forma and its use agreed to by the Parties in a term sheet.

ARTICLE 5. DEFAULT AND REMEDIES

Section 5.1 Event of Default. The occurrence of any of the following events shall constitute an "**Event of Default**" under this Agreement, subject to the notice and cure provisions of Section 6.2 below:

- (a) Failure to comply with the conditions and requirements of this Agreement;
- (b) Failure to perform obligations under this Agreement; and/or
- (c) Failure to pay when due any sums payable under this Agreement.

Section 5.2 Notice of Default and Opportunity to Cure. A non-defaulting Party shall give written notice to a defaulting Party(ies) of any Event of Default by specifying: (a) the nature of the Event of Default or the deficiency giving rise to the default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken or if a cure cannot be accomplished in thirty (30) days a reasonable time thereafter.

Section 5.3 Remedies. Upon an Event of Default which is not cured within the cure period set forth in Section 5.2 above, a non-defaulting Party is entitled to any and all available remedies at law or in equity.

ARTICLE 6. GENERAL PROVISIONS

Section 6.1 Good Faith Negotiations and Cooperation.

(a) The Parties have jointly negotiated with LRA the terms and conditions of the LBA.

(b) The Parties shall diligently and in good faith negotiate all documents required for the formation of the Project Ownership Entity, if applicable; all conveyance documents; all financing documents; and any and all other documents reasonably necessary for facilitating the development and operation of the Project. Upon completion of construction of the Project, the Parties shall diligently and in good faith cooperate in the management and operations of the project.

Section 6.2 Approvals. Any approval required by any Party pursuant to the terms of this Agreement shall not be unreasonably conditioned, withheld or delayed. If the Parties disagree, the Parties shall promptly meet and confer in good faith to resolve the matter.

Section 6.3 Further Assurances. The Parties agree to execute and acknowledge such other or further documents, including Project Documents, as may be necessary or reasonably required to express the intent of the Parties or otherwise effectuate the terms of this Agreement. Each Party shall promptly provide to the other Parties accurate, true, correct and complete certificates, documents, or schedules as may be necessary and reasonably required.

Section 6.4 Alternative Dispute Resolution Procedures. The following procedures are subject to Section 2.2 and the requirements of any project lenders and/or investors, as applicable.

(a) If, after meeting and conferring in good faith pursuant to this Agreement, any dispute arises between the Parties under this Agreement, a Party may submit a written request to the other Party(ies) to have the dispute resolved in accordance with the provisions of this Section 6.4 (the “**Resolution Notice**”).

(b) No later than twenty (20) business days following the receipt of the Resolution Notice by a Party(ies), one or more representatives of the applicable Parties shall meet and negotiate in good faith to resolve the dispute within thirty (30) days of the date of receipt of the Resolution Notice or, if the dispute cannot be resolved within thirty (30) days of the receipt date of the Resolution Notice, then the resolution of such dispute shall commence within such thirty (30)-day period, and the Parties shall make good faith efforts to resolve the dispute within such thirty (30)-day period, or, if appropriate, sixty (60) days, (or such longer period as the applicable Parties may agree in writing). If a Party(ies) refuses or fails to meet for any reason or if the dispute cannot be resolved as a result of the meeting(s), the Parties shall in good faith attempt to resolve the dispute in accordance with the procedures described in Section 6.4(c) below.

(c) If the dispute cannot be resolved pursuant to Section 6.4(b) above within thirty (30) days of receipt of the Resolution Notice, or, if appropriate, sixty (60) days, (or such

longer period as the applicable Parties may agree in writing), the dispute shall be submitted to mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or any other entity offering mediation services that is acceptable to the Parties, which acceptance the Parties shall not unreasonably withhold, condition or delay. Any Party may initiate such mediation procedures. No person shall serve as a mediator in any dispute in which the person has any financial or personal interest in the result of the mediation, except by written consent of all applicable Parties. The Parties shall require that prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process.

(d) If mediation under Section 6.4(c) above fails to resolve the dispute, nothing in this Agreement shall prevent the Parties from mutually agreeing to arbitration of the dispute.

(e) If the Parties pursue a mediation and, if applicable, arbitration, they shall share equally the costs of the mediator and, if applicable, the arbitrator, but shall be separately responsible for any attorney's fees that may incur in connection with such mediation and, if applicable, arbitration.

Section 6.5 Assignment/Delegation. Except as provided in this Agreement, the Parties shall not assign, delegate or transfer any interest in or duty under this Agreement without the prior written consent of the other parties, and no assignment, delegation or transfer shall be of any force or effect unless and until the other Parties have approved such assignment, delegation, or transfer in writing. This Agreement shall inure to the benefit of and be binding upon the successors and approved assigns of the Parties.

Section 6.6 Term. Parties agree that the term of this Agreement shall commence on the Effective Date of this Agreement and shall terminate on July 5, 2067 (fifty-five (55) years from the Effective Date of the 2012 MOU), unless extended or earlier terminated by written instrument executed by all of the Parties. It is the Parties intent that this Agreement shall be coterminous with the LBA; provided, however, if the Authority is release from the LBA pursuant to Section 3.2 of the LBA, this Agreement shall terminate and be of no further force and effect (except any rights and obligations which this Agreement expressly provides survive such termination).

Section 6.7 Construction and Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. When required by the context of this Agreement, the singular shall include the plural, and the neuter shall include the masculine and feminine.

Section 6.8 Limitation on Liability. No member, official or employee of the Authority shall be personally liable to the Providers in the event of any default or breach by the Authority, or for any amount which may become due to a Provider(s), or on any obligations under the terms of this Agreement. No member, official or employee of the Providers shall be personally liable to the Authority in the event of any default or breach by a provider(s), or for any amount which may become due to the Authority, or on any obligations under the terms of this Agreement.

Section 6.9 Agency. Unless otherwise indicated, nothing in this Agreement shall be construed to make the Party the agent of the other Parties.

Section 6.10 Other Documents. The Parties understand that this Agreement does not constitute the final agreement between the Parties with respect to the Project. At various stages of the Project additional decisions and understanding may be required and may be memorialized by amendments to this Agreement or other documents, which the Parties shall negotiate in good faith.

Section 6.11 Non-Discrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, national origin or ancestry, political affiliation, sex, sexual orientation, age, disability, marital status or family status in the lease, sublease, use or occupancy of any unit in the Project with reference to the selection, location, number, use or occupancy of Residents, lessees, or vendors of the Project.

Section 6.12 Nondisclosure. Information related to applicants, Residents, and former Residents of the Project shall be kept confidential in compliance with 24 C.F.R. Part 16, 42 U.S.C. 1437d(s), 42 U.S.C. 1437(d)(5); and 24 C.F.R. Part 5 et al.

Section 6.13 Notices. All notices, requests and demands required under this Agreement shall be given in writing, and shall be delivered personally (including by messenger) or by facsimile or sent by United States registered or certified mail, return receipt requested, postage prepaid or by courier, postage prepaid and addressed to the Parties at their respective addresses set for the below, and the same shall be effective upon receipt if delivered personally or by messenger or two (2) business days after deposit in the mail if mailed. Any Party may change its address for notice by sending a notice under the procedures set forth in this paragraph.

To Authority:	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501-2161 Attention: Executive Director Telephone: (510) 747-4325 Facsimile: (510) 522-7848
with copy to:	City of Alameda 2263 Santa Clara Avenue, Room 280 Alameda, CA 94501 Attention: Housing Authority General Counsel Telephone: (510) 747-4750 Facsimile: (510) 747-4767
To APC:	Alameda Point Collaborative, Inc. 677 West Ranger Avenue Alameda, CA 94501 Attention: Executive Director Telephone: (510) 898-7849 Facsimile: (510) 898-7858
To BFWC:	Building Futures with Women and Children 1840 Fairway Drive

San Leandro, CA 94577
 Attention: Executive Director
 Telephone: (510) 357-0205
 Facsimile: (510) 357-0688

Section 6.14 Titles of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for inconvenience of references only and shall be disregarded in interpreting any part of its provisions.

Section 6.15 Amendment. This Agreement may be modified at any time by the Parties. An amendment to this Agreement shall not be effective unless it is made in writing and signed by all Parties.

Section 6.16 Counterparts. This Agreement is executed in multiple originals each of which is deemed to be an original and may be signed in counterparts.

Section 6.17 Force Majeure. No Party shall be deemed to be in default under this Agreement where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; court order; or any other similar causes beyond the control of the Party whose performance is affected thereby. The Party whose performance is so affected shall make all reasonable efforts to remove such disability as soon as is reasonably possible.

Section 6.18 No Waiver. No waiver of any provision of this Agreement shall be valid unless contained in writing signed by the Parties. Failure or delay by a Party to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision.

Section 6.19 Authority. The person executing this Agreement on his/her organization's behalf represents and warrants that he/she has the proper authority to execute this Agreement.

Section 6.20 Severability. In the event any provision of this Agreement or its application to any person or circumstance shall be to any extent held to be invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected by such holding, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 6.21 Entire Agreement. This Agreement together with the LBA constitute the entire agreement between the Parties with respect to the matters set forth herein. This Agreement together with the LBA shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter discussed in this Agreement.

Section 6.22 Exhibits. Each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full.

Section 6.23 Restatement. This Agreement amends and restates the 2012 MOU in its entirety.

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

Authority:

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

Approved as to form:

By: _____
Vanessa Cooper
Executive Director

By: _____
General Counsel

APC:

Alameda Point Collaborative, Inc.,
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

BFWC:

Cornerstone Community Development Corporation,
a California nonprofit public benefit corporation,
dba Building Futures with Women and Children

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
(ATTACHED)

PARCEL 1 OF EXHIBIT A

**LEGAL DESCRIPTION
ALAMEDA HOUSING AUTHORITY PARCEL
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS DESCRIBED IN THAT CERTAIN DEED RECORDED FEBRUARY 14, 1955, IN BOOK 7567 OF OFFICIAL RECORDS, AT PAGE 117, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 10, 1966, IN REEL 1821, IMAGE 494 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "JUDGEMENT" RECORDED DECEMBER 21, 1951, IN BOOK 6618 OF OFFICIAL RECORDS, AT PAGE 339, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY, AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 2°46'51" EAST 1167.37 FEET" ON SHEET 8 OF 12 OF SAID RECORD OF SURVEY (28 RS 14), SAID POINT ALSO BEING A POINT ON THE WESTERN LINE OF THAT CERTAIN PARCEL DESIGNATED AS "FISC SOUTH" IN THAT CERTAIN DEED RECORDED AUGUST 2, 2001, IN DOCUMENT NO. 2001-280973 OF OFFICIAL RECORDS, AND RE-RECORDED ON JUNE 2, 2003, IN DOCUMENT NO. 2003-316321 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, SAID POINT IS ALSO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LANDS DESCRIBED IN THE QUITCLAIM DEED RECORDED NOVEMBER 12, 2009 AS DOCUMENT NUMBER 2009-356111 IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SOUTH 2°46'51" WEST 297.85 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE OF PARCEL 2 (28 RS 14), SOUTH 2°46'51" WEST 863.24 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL 1 (7567 OR 117); SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 1A, AS SAID PARCEL 1A IS SHOWN AND SO DESIGNATED ON THAT CERTAIN

RECORD OF SURVEY NO. 2113, RECORDED MAY 1, 2007, IN BOOK 31 OF RECORDS OF SURVEYS, AT PAGE 98, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL 1 (7567 OR 117), NORTH $87^{\circ}13'09''$ WEST 351.25 FEET TO THE NORTHEASTERN CORNER OF PARCEL 2B OF THOSE CERTAIN LANDS TRANSFERRED TO THE DEPARTMENT OF HOMELAND SECURITY, U.S. COAST GUARD MAINTENANCE AND LOGISTICS COMMAND PACIFIC THROUGH THE DEPARTMENT OF NAVY (DOD) BY THAT CERTAIN DOCUMENT ENTITLED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" (DD FORM 1354), DATED MARCH 11, 2008, SAID PARCEL 2B ALSO BEING SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY NO. 2113 (31 RS 98);

THENCE, FROM SAID NORTHEASTERN CORNER OF PARCEL 2B (31 RS 98), ALONG THE NORTHERN LINE OF SAID PARCEL 2B (31 RS 98), NORTH $89^{\circ}07'34''$ WEST 75.28 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF PARCEL 2B, NORTH $2^{\circ}46'51''$ EAST 2.51 FEET TO THE SOUTHWESTERN CORNER OF PARCEL 1 (7567 OR 117);

THENCE, FROM SAID SOUTHWESTERN CORNER OF PARCEL 1 (7567 OR 117), ALONG THE WESTERN LINE OF SAID PARCEL 1 (7567 OR 117), NORTH $02^{\circ}46'51''$ EAST 516.12 FEET;

THENCE LEAVING SAID WESTERN LINE, NORTH $56^{\circ}50'14''$ WEST 350.08 FEET;

THENCE NORTH $49^{\circ}20'23''$ EAST, 125.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 331.00 FEET, FROM SAID POINT A RADIAL LINE BEARS NORTH $49^{\circ}18'06''$ EAST;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $42^{\circ}42'46''$, AN ARC LENGTH OF 246.75 FEET;

THENCE NORTH $2^{\circ}00'52''$ EAST, 86.90 FEET;

THENCE SOUTH $88^{\circ}06'00''$ EAST, 68.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, FROM SAID POINT A RADIAL LINE BEARS SOUTH $88^{\circ}06'00''$ EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $103^{\circ}27'25''$, AN ARC LENGTH OF 45.14 FEET TO THE BEGINNING OF A

REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 378.00 FEET, FROM SAID POINT A RADIAL LINE BEARS NORTH 15°21'25" EAST;

THENCE EASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 12°43'17", AN ARC LENGTH OF 83.93 FEET;

THENCE SOUTH 87°21'52" EAST, 191.10 FEET;

THENCE SOUTH 2°38'08" WEST, 244.25 FEET;

THENCE SOUTH 87°21'52" EAST, 356.17 FEET TO THE **POINT OF BEGINNING**.

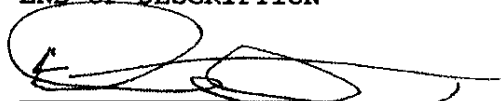
CONTAINING AN AREA OF 525,611 SQUARE FEET OR 12.066 ACRES, MORE OR LESS.

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, ALAMEDA COUNTY RECORDS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION



DAVIS THRESH
P.L.S. NO. 6868

4-2-2018
DATED



PARCEL 2 OF EXHIBIT A

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED AND MORE PARTICULARLY DESCRIBED IN AND PURSUANT TO THE TERMS AND CONDITIONS OF ARTICLE 5 OF THE RECIPROCAL EASEMENT AGREEMENT, BETWEEN CP VI ADMIRALS COVE, LLC, AND THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, RECORDED JULY 2, 2018 AS INSTRUMENT NO. 2018129719, ALAMEDA COUNTY RECORDS

EXHIBIT B

Description of Use and Programs

The defined terms used in this Exhibit B shall have the meanings ascribed to them in the Agreement to which this is attached, unless defined herein.

The Authority, in collaboration with APC and BFWC, propose to create and operate the Project. The new development is intended to create stable, permanent options for those leaving Alameda's homeless programs, including shelter and transitional housing facilities. One or more housing units may be made available for a resident manager(s).

The Authority will be the fee owner of the land and will be responsible for developing and managing the Project. Building on existing programs and infrastructures, APC and BFWC will be the lead service providers for the development and shall be responsible for providing supportive services, to the Project and its Residents which fill gaps in the existing continuum of care.

BFWC will be the primary provider of case management services. Case managers will be stationed on-site in the development to provide day-to-day services for all Residents. APC will expand on its already established community-based services to provide a variety of services. Together, the services menu will include a full range of services depending on the needs of the residents these services could include case management, counseling, job training and placement; substance abuse counseling and support groups; domestic violence support groups; youth afternoon and evening activities and tutoring; computer training; individual, couple and family counseling; housing information and referral; household donations and emergency food, and other services necessary to meet the needs of homeless families and individuals in the City of Alameda.

Associated on-site uses may include a community center with rooms for provision of the supportive services in other North Housing developments; offices for APC and BFWC; vehicle parking for Residents, guests, and the resident manager(s); laundry rooms; outdoor space; and landscaped areas.

In the event the Authority develops additional housing serving homeless households on the 12.19 acres comprising the Property, the Providers will have the first right to provide services to those households, under terms negotiated and agreed to by both parties in a term sheet.

EXHIBIT C**MAJOR DECISIONS REQUIRING WRITTEN CONSENT OF ALL PARTIES**

The defined terms used in this Exhibit C shall have the meanings ascribed to them in the Agreement to which this is attached, unless defined herein.

1. Final Form of the LBA;
2. Designate location and size of the property to be transferred to the Authority or if applicable, ground leased to the Project Ownership Entity, including changes in location after LBA is signed;
3. Change in the project description from the description in the NOI;
4. Final Project Design;
5. Final construction closing development proforma;
6. Change orders during construction of the Project materially affecting community space and/or outdoor services space;
7. Subject to applicable law and funding source requirements, Project affordability levels, income requirements for Residents, and preferences in Resident selection, including any material changes in affordability levels, income requirements, and preferences;
8. RFP for Developer and selection of Developer if applicable;
9. Formation of Project Ownership Entity and addition of entities, as partners, limited partners, or members, as applicable;
10. Scope of Resident services consistent with LBA; and
11. Any financial buy out related to North Housing homeless accommodation or in connection with selection of alternate site.
12. The determination of funding sources pursuant to Section 4.2(a)(l) of the Agreement.
13. Selection of third party property management company.
14. Project location(s).

EXHIBIT D

**INSURANCE REQUIREMENTS FOR COMMUNITY AND SOCIAL SERVICES
PROVIDERS OFFERING COUNSELING**

[ATTACHED]

SUBJECT TO FUNDER, LENDER AND INVESTOR REQUIREMENTS

Insurance Requirements for Community and Social Service Providers Offering Counseling

Service Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Service Provider, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to Service Provider's profession.

MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage (*including discrimination, fair housing, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Service Provider shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability, Discrimination, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Service Provider; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider.
2. For any claims related to this contract, the Service Provider's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Service Provider.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+;VI. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Service Provider shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Service Provider shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for contractors or sub-contractors shall be subject to all of the requirements stated above. It is foreseeable that some specialty trades may perform work where different coverages than the above are needed. These decisions should be made by an insurance broker or the Authority.

NOTE: If a sub-contractor will be hired for work under this contract, that sub-contractor will be required to name the Authority, its officers, officials, employees, and volunteers as Additional Insureds on its insurance policies by endorsement.

Notwithstanding this provision, Contractor shall indemnify the Authority for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.

EXHIBIT E

DEVELOPMENT AND PROGRESS UPDATES

AND

**RESOLUTION 15689 APPROVING TENTATIVE MAP NO. 8561 FOR THE
SUBDIVISION OF ELEVEN LOTS ON APPROXIMATELY 12.07 ACRES AT THE
NORTH HOUSING SITE LOCATED AT 501 MOSLEY AVENUE (PLN 20-0099)**

CURRENT STATUS ADDENDUM TO MOU

- 1) In 2009, approximately 7.8 acres of the original public parcel was conveyed from the Navy to the City of Alameda for a to-be-developed Park (now Estuary Park). The Housing Authority contributed one million dollars to the development of this park.
- 2) In 2011, a pollution and remediation liability insurance policy was purchased by the Alameda Re-Use and Redevelopment Authority (ARRA), with additional named insureds including the City of Alameda and the Housing Authority of the City of Alameda. Since transition to the Housing Authority, a policy has continued to cover pollution and remediation liability.
- 3) In 2012, the Housing Authority of the City of Alameda separated from the City of Alameda government.
- 4) In February 2017, the federal General Services Administration (“GSA”), issued an Invitation for Bids (“IFB”) for land at North Housing defined as Public Sale Parcel.
- 5) The parcel map for North Housing used as the basis for the IFB was substantially modified from the version included as Attachment 1 to the Amended and Restated Memorandum of Understanding by between the Authority, APC and BFWC. The lots were created: i) Public Sale Parcel at 14.87 acres, ii) Homeless Accommodation Parcel at 12.32 acres, and iii) Self Help Housing parcel at 2.0 acres.

Property as defined in this MOU also means the Homeless Accommodation Parcel as defined in the LBA, or Affordable Housing Site or Housing Authority Site as used in City documents.

- 6) Prior to the General Services Administration issuing the Invitation for Bids (“IFB”), a revised parcel map for the North Housing site was created. This parcel map was substantially different than the parcel map included as Attachment 1 to the Amended and Restated Memorandum of Understanding by between the Authority, APC and BFWC.
- 7) Attachment 1 to this Second Amended and Restated Memorandum of Understanding is the parcel map included in the IFB which has become the basis for development of the site by the Authority, APC and BFWC.
- 8) On June 25, 2017, the GSA concluded the auction for the 14.87 acres site known Public Sale Parcel. Carmel Parcel and CP VI Admirals Cove, LLC (“Carmel Partners”) was the successful bidder having offered \$38,000,000.

- 9) In January 2018, City of Alameda ("City") approved the Final Passage of an Ordinance (2018-5079) deleting Section 30-4.17C "G Special Government Combining District," and Amending the Zoning Map to Ensure Consistency Between the City of Alameda Municipal Code, Zoning Map and the Naval Air Station (NAS) Alameda Community Reuse Plan for the North Housing Property Located on Singleton Avenue on the Former Naval Air Station in Alameda in Order to Convey the Property to CP VI Admirals Cove, LLC, Habitat for Humanity, and the Alameda Housing Authority. This amended to the code and zoning map removed the 435 unit limitation, allowing base zoning and any eligible density bonuses to regulate the number of units permitted.

The City concluded this zone change would not result in any new environmental impacts or more severe environmental impacts than those previously identified with the adoption of the Community Reuse Plan Environmental Impact Report (EIR) 2009 Addendum, and the Housing Element 2012 EIR Addendum.

The Reuse Plan Amendment contemplated that a developer would "scrape and rebuild" the North Housing site, and the developer of the Public Sale Parcel would provide new infrastructure to serve the North Housing property, including the Affordable Housing Site, referred to as "Backbone Infrastructure" in the Reuse Plan Amendment. Carmel's plans underlying their successful bid include rehabilitation and reuse the existing residential units on the Public Sale Parcel. As a result, City and Carmel Partners, with limited input from Alameda Housing Authority, negotiated new definition of backbone infrastructure that is mutually beneficial to City and Carmel Partners.

- 10) On March 30, 2018, City and Carmel Partners fully executed a Memorandum of Understanding for construction of backbone infrastructure needed to support the Affordable Housing Site. This Memorandum of Understanding defines Singleton and Mosely Road extensions, sanitary sewers, storm water system, domestic water, electric service, natural gas. Carmel agreed to fund and construct the new public infrastructure. City agreed to provide Community Development Block Grant and to fund the demolition of existing buildings necessary to construct the Mosely Extension. City, with prior consent from Authority, APC and BFWC, agreed to transfer approximately 11,507 square feet (.26 acres) of land fronting the existing Lakeshore Circle to Carmel Partners in return for demolition of the buildings necessary for Singleton extension. With this additional property, Carmel Partners has renovated and rented out 150 units rather than the originally proposed 146 units. The Carmel Partners MOU requires them to establish a street maintenance agreement with the Housing Authority for Lakehurst Circle.
- 11) As of April 2021, the demolition of the existing structures was completed at a cost exceeding \$3,500,000 funded by the Housing Authority.
- 12) Based on an appraisal dated 02/07/2018, commissioned by the Authority, the fair market value of the 11,507 square feet to be transferred to Carmel is \$68.87 per

square foot. The pending sale between Carmel Partners and the Navy has a fair market value of \$58.67 per square foot. The Memorandum of Understanding uses a fair market value of \$63.77 per square foot (the difference between the two competing valuations). A fair market value of \$63.77 per square foot results in a \$733,801 land value for the 11,507 square feet of land. Value of the 11,507 square feet is consideration for the demolition of three buildings by Carmel Partners necessary for the Singleton extension. This demolition would have otherwise been completed by the Authority but for this agreement.

- 13) Authority, APC and BFWC designed and implemented a community process to seek neighbor and stakeholder input in the creation of a Development Plan. The community process included four public meetings occurring between October and December 2018 addressing overview, buildings and affordability, Development Plan draft and resident services. In addition to community meetings, Authority communicated periodic updates to stakeholders.
- 14) Authority, with APC and BFWC consent, selected Urban Design Associates (“UDA”) to create a Development Plan necessary to seek approval from the City of Alameda Planning Board.
- 15) Authority, with APC and BFWC consent, selected Carlson, Barbee & Gibson, Inc. (“CBG”) to create assist with site planning and to create a Tentative Map necessary to seek approval from the City of Alameda Planning Board and City Council.
- 16) On July 9, 2018, Authority received approval of a Site Management Plan (“SMP”) from the Department of Toxic Substance Control (“DTSC”) necessary to demolish the remaining buildings on the Affordable Housing Site.
- 17) As of April 30, 2019, City accepted at no cost from the U.S. Navy by Quitclaim Deed the Affordable Housing Site.
- 18) As of April 30, 2019, Authority accepted at no cost from the City by Quitclaim Deed the Affordable Housing Site, and took over day-to-day maintenance and security of the site, including fencing.
- 19) In a letter agreement dated May 23, 2019, the Authority and Habitat for Humanity East Bay/Silicon Valley confirmed a mutual understanding of the shared North/South property boundary between the two properties located at North Housing in Alameda, including a paseo conceptual plan with sufficient emergency vehicle access (EVA) to both properties and issues of access and ongoing maintenance.
- 20) Authority conducted a competitive process for a lead architect for the 90 unit homeless project. Authority issued an RFP on January 8, 2019. As a result of this process, HKIT was selected as the architect. APC and BFWC were informed of the selection.

- 21) On February 24, 2020, Authority submitted to City a Development Plan and waiver requests, pursuant to Government Code Section 65913.4, also known as Senate Bill 35 (SB 35). The Development Plan, waivers and SB 35 request was made on behalf and with APC and BFWC consent. The Development Plan, among other details, proposes 586 units achieving through density bonus, Mabuhay Street as the name for the new public street, heights and setbacks, bike and vehicle parking.
- 22) Authority conducted a competitive process for project management services for abatement and demolition of sixteen residential buildings on the North Housing site on August 8, 2019. After a cost analysis, Carmel Partners was selected as the sole responsive bidder. A subcontractor was selected and Notice to Proceed on abatement and demolition was issued on July 24, 2020. Abatement and demolition is currently underway
- 23) On August 17, 2020, Planning Board approved the Development Plan and Tentative Map (2020-8212) submitted by the Authority on February 24, 2020. Alameda Housing Authority. Development Plan dated August 17, 2020 is the version approved by the Planning Board.
- 24) On September 15, 2020 City Council approved the Tentative Map No. 8561 (2020-8254) for the subdivision of the 12.07 acre Affordable Housing Site in Resolution 15689 which lists 79 conditions of approval and is attached in full to this document as part of the MOU update. Part of the conditions of approval is the donation of property to the City of Alameda for right of way for Singleton Avenue and Mabuhay Street as new public streets.
- 25) Land transferred to City by U.S. Navy to accommodate the Mosley Avenue is greater than necessary to accommodate the Mosley Right of Way ("ROW"). As a result, there is a potential for an excess property designation by City.

The Development Plan submitted by Authority anticipated the transfer of this potentially excess property to the Authority. As presented, the Development Plan assumes approximately 12.19 (Affordable Housing Site and excess City land) gross acre site has a base density of 366 units (12.19 acres x 30 units/acre = 365.7 units, rounded up to 366 units) and qualifies for a sixty percent (60%) density bonus pursuant to Government Code Section 65915 (State Density Bonus Law) and Alameda Municipal Code (AMC) Sections 30-17 and 30- 4.23.k.3. The maximum allowable residential density with a 60% density bonus is 586 units (366 base density x 1.6 = 585.6 units, rounded up to 586 units).

Should the Authority fail to acquire the excess City land (i.e., approximately .12-acre area of land located adjacent to the site, between Mosley Avenue and the northern edge of Block A from the City of Alameda), the total number of units permitted by this resolution shall be limited to 581 residential units, based on the following calculation.

The proposed project on the Affordable Housing Site (i.e., approximately 12.07 acre site) has a base density of 363 units (12.07 acres x 30 units/acre = 362.1 units, rounded up to 363 units) and qualifies for a sixty percent (60%) density bonus pursuant to State Density Bonus Law and AMC Sections 30-17 and 30-4.23.k.3. The maximum allowable residential density with a 60% density bonus on the Authority Land is 581 units (363 base density x 1.6 = 580.8 units, rounded up to 581 units). With the additional land in 27) below, this number is 586 units.

- 26) Authority intends to pursue the transfer of excess City land at the Mosley Avenue right of way adjacent to the Affordable Housing Site to the Authority.
- 27) Local Density Bonus used to achieve unit maximums and the use of SB 35 are conditioned on affordability requirements. Local Density Bonus requires that 25% of the units on Affordable Housing Site be affordable at 80% of the Area Median Income and 25% be affordable at 50% of the Area Median Income. SB 35 requires that 50% of the units on Affordable Housing Site be affordable at 80% of the Area Median Income. There are also underlying City affordability requirements on the property.
- 28) Pursuant to a requirement of the U.S. Department of Housing and Urban Development (HUD) and the State of California, in 2017, the County of Alameda created a homeless management information system to launch countywide Coordinated Entry to connect people experiencing homelessness to the resources available in the community. This system assesses and prioritizes people experiencing homelessness for all assistance within the Continuum of Care. It is expected that units at Affordable Housing Site that receive State and certain Federal funds, where required, will utilize the Coordinated Entry System to fill units designated for homeless housing.
- 29) In 2016, the County of Alameda declared a housing crisis, citing a shortfall of 60,000 affordable homes for very low- and extremely low-income families, with at least 5,000 homeless. The County proposed the A1 bond to fund housing as a solution, and the A1 bond was passed by the voters in 2016.
- 30) The State of California has a housing shortfall of over 6,000,000 homes, particularly at the most affordable end of the spectrum. More than 40% of the residents are considered cost burdened for housing – paying more than 30% of their income toward shelter. There has also been a sharp increase in homelessness and the number of people in need of service-enriched supportive housing. To this end, the County of Alameda created a Coordinated Entry System in 2017 for persons experiencing homelessness or at-risk of homelessness throughout Alameda County. The system focuses on helping people get and keep permanent housing as quickly as possible. The Bay Area has failed to match its increase in housing supply with its job growth. In the 2014-2021 RHNA allocation, the City of Alameda was asked to create 692 very low and extremely low housing opportunities as its share of homes to support the region.

- 31) The voters of the State of California passed two housing initiatives in November 2018, including \$2 billion in bonds to pay for housing that includes mental health services for chronically homeless people, and \$4 billion in general obligation bonds largely directed at serving CES-referred homeless households, homeless veterans, and extremely low income (average 30% AMI) households. In addition, the California Tax Credit Allocation Committee and California Debt Limit Allocation Committee provide preferences and targeted funds to serve CES-referred homeless households.
- 32) In 2019, the State of California passed Assembly Bill 1486, the Surplus Local Land for Affordable Housing Act, which requires that local agencies to offer to sell to a housing sponsor any available, surplus local public land suitable for affordable housing development.

CITY OF ALAMEDA RESOLUTION NO. 15689

APPROVING TENTATIVE MAP NO. 8561 FOR THE SUBDIVISION OF
ELEVEN LOTS ON APPROXIMATELY 12.07 ACRES AT THE NORTH
HOUSING SITE LOCATED AT 501 MOSLEY AVENUE (PLN20-0099)

WHEREAS, an initial application was made on February 24, 2020 by Alameda Housing Authority (AHA) for Tentative Map approval to create eleven (11) lots on approximately 12.07 acres of land at 501 Mosley Avenue in the City of Alameda in accordance with Government Code Section 65913.4 providing for ministerial approval of infill affordable housing projects. The initial application also sought approval of a Development Plan and Density Bonus (PLN20-0099); and

WHEREAS, the subject property is designated Medium Density Residential on the General Plan Diagram, and is designated a Housing Opportunity Site for multifamily lower income households in the General Plan Housing Element; and

WHEREAS, the subject property is located in a R-4-PD Neighborhood Residential Planned Development District with Multifamily Housing Overlay; and

WHEREAS, on August 17, 2020, the Planning Board held a duly noticed public hearing and adopted Resolution No. PB-20-16 approving the Development Plan and Density Bonus application No. PLN20-0099 and finding that the proposed development of the property is eligible for review under Government Code Section 65913.4, thereby qualifying the project for streamlined ministerial review; and

WHEREAS, on the same date, following a duly noticed public hearing, the Planning Board adopted Resolution No. PB-20-17 recommending the City Council approve Tentative Map Tract No. 8561 to allow the subdivision of eleven lots on approximately 12.07 acres; and

WHEREAS, subdivision of the property will facilitate the development of the North Housing site consistent with the General Plan and approved Development Plan; and

WHEREAS, subdivision of the property will occur in phases consistent with the tentative map application; and

WHEREAS, on September 15, 2020, the City Council reviewed Tentative Map Tract No. 8561 and all pertinent maps, documents, and exhibits and determined that the Tentative Map is consistent with the General Plan, Alameda Municipal Code, Development Plan, and applicable zoning and subdivision requirements for the property.

NOW, THEREFORE, BE IT RESOLVED, that the City Council makes the following findings relative to Tentative Map Tract No. 8561:

SUBDIVISION FINDINGS

1. **The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan and Zoning.** The proposed subdivision is consistent with the site's General Plan Medium Density Residential Designation and Multifamily Residential Zoning Designations (R-4/PD/MF Neighborhood Residential, Planned Development, and Multifamily Housing Combining District). The development of the site is designed to serve a mix of housing types including permanent supportive housing, affordable senior housing, and affordable family housing. The building types are multifamily. The subdivision provides for the improvement of the 12.07 acre site with internal roadways, sidewalks, paths, and infrastructure. It creates four residential blocks to be developed in three phases over the next 10 years. The lots vary in size from approximately one half acre to 1.5 acres in size.
2. **The site is physically suitable for the type and density of development.** The subdivision facilitates development of the North Housing site consistent with the approved development plan, and is intended to provide a mixed income residential neighborhood to alleviate housing and affordability problems. The site is physically suitable for the type and density of the development. The site is flat and surrounded by existing residential developments, public infrastructure, and public recreational facilities, and is located with one block of an existing transit route and within walking distance to a ferry terminal. The proposed subdivision of the approximately 12.07-acres of land will not exceed a maximum development of 581 units.
3. **The proposed design of the subdivision and improvements, as conditioned, will not cause environmental damage or substantially and avoidably injure fish or wildlife or their habitat.** The proposed design of the subdivision and improvements, as conditioned, will not cause environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The site does not include construction of any improvements within water bodies or in areas that have not previously been used for residential purposes.
4. **The design of the subdivision and its improvements will not conflict with easements acquired by the public at large for access through or use of property within the subdivision.** The proposed subdivision provides all necessary easements for future utilities, services, and vehicular, bicycle and pedestrian access.
5. **The design of the subdivision and its improvements will not cause serious public health problems.** The design of the subdivision and the type of improvements are not likely to cause serious public health problems, because the project site will be served by public sewer and water facilities and the review process of the subdivision has taken those concerns into consideration and has found the proposal in conformance with City standards.
6. The subdivision will not result in the discharge of waste into the sewer system that would violate regional water quality control regulations.

7. In approving the tentative map, the City Council has considered its effect upon the housing needs of the region, balanced with the public service needs of Alameda residents and available fiscal and environmental resources.

SB 35 FINDINGS (GOVERNMENT CODE SECTION 65913.4)

As set forth in detail in the Planning Board Resolution No. PB-20-16 approving the Development Plan and Density Bonus Application PLN20-0099, the proposed project is eligible for streamlined review pursuant to Government Code Section 65913.4. The Government Code Section 65913.4 Findings in Planning Board Resolution No. PB-20-16 are incorporated by reference as though fully set forth herein.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS

The Tentative Map Tract 8561 complies with the requirements of California Government Code Section 65913.4 for streamlined ministerial review, is consistent with the requirements in Government Code Section 65913.4(a)(9), is consistent with all objective subdivision standards in the local subdivision ordinance, and, therefore, is exempt from environmental review under CEQA pursuant to California Government Code Section 65913.4. No further environmental review is required; and

BE IT FURTHER RESOLVED, that the City Council hereby approves Tentative Map Tract 8561, PLN20-0099, subject to the following conditions of approval:

Mapping Conditions:

1. All maps filed pursuant to this approval shall be in substantial compliance with the map titled, "TENTATIVE MAP NORTH HOUSING" prepared by CARLSON, BARBEE & GIBSON, INC, dated July 22, 2020, and on file in the office of the Alameda Planning, Building & Transportation Department.
2. The Final Map(s) shall be in substantial compliance with the Tentative Map. The Tentative Map may be finalized in phases. Prior to the approval of the first Final Map(s) that includes improvements, all applicable conditions of approval of the approved Tentative Map shall be satisfied.
3. The subdivider shall record the first Final Map that includes improvements within twenty- four (24) months of approval, or conditional approval of the Tentative Map by the City Council. The City may, upon the subdivider's application filed before the Tentative Map's expiration date, extend its life for an additional period or periods not to exceed six (6) years in accordance with state law.
4. Prior to the City Council approval of the Final Map(s), the Applicant shall submit a Mylar copy and a CAD file of the Final Map.

5. Prior to approval of Final Map(s), the following shall be required: a refundable cashier's check in the amount of \$400 to guarantee a Mylar copy of the recorded Parcel or Final Map(s); payment for all reasonable office and engineering costs, including overhead, in conjunction with reviewing the Final Map(s) and associated improvement plans and easements; three copies of the approved on-site/off-site civil improvement plans and landscape plans, along with a velum or other reproducible set (plans only); and a CD or DVD digital copy acceptable to the City Engineer.
6. Prior to issuance of site improvement permit for work within jurisdictional lands, the applicant shall provide evidence that all required approvals, permits, or waivers, Regional Water Quality Control Board (RWQCB), including a possible 401 Certification for the construction of a storm water outfall, and/or the Army Corps of Engineers, if any, have been obtained. The final improvement plans shall incorporate all other agency requirements.

General Conditions

7. On and off-site Improvement Plan approval is required prior to the issuance of each Building Permit.
8. The project shall be designed to accommodate three waste streams: recycling, organics, and trash; as required by the Alameda County Waste Management Authority's Mandatory Recycling Ordinance (ACWMA Ord. 2012-01).
9. The design, location, access, and provisions for waste hauler collection of all external enclosures for solid waste, recycling, and organics shall be of sufficient size and design to serve the development as approved by the Public Works Department prior to approval of the improvements plans, parcel/final map(s), or the building permit, whichever comes first. If no building permit is required, the plans must be approved by the PWD prior to establishment of the use.
10. Trash enclosure(s) shall comply with Best Management Practices in accordance with the Clean Water Act. These facilities shall be designed to prevent water run-on to the area, runoff from the area, and to contain litter, trash and other pollutants, so that these materials are not dispersed by the wind or otherwise discharged to the storm drain system. Any trash enclosure facilities with a water supply shall also drain to the sanitary sewer.
11. The Development shall comply will Chapter 21, Article 6 of the Alameda Municipal Code and submit a Waste Management Plan documenting the diversion of project related construction and demolition debris to the satisfaction of the Public Works Director.

12. The landscape and irrigation plans for on-site and public right-of-way improvements shall be prepared, and signed and stamped as approved, by a licensed landscape architect. The plans shall be in accordance with the objective standards in the most recent version of the "Bay-Friendly Landscape Guidelines" developed by StopWaste.Org, and the Bay Friendly Coalition, the AMC, the Alameda Master Tree Plan, the Alameda Tree Removal Policy, the Integrated Pest Management Policy, as well as conditions of approval by the Planning Board, and other applicable objective standards, as applicable. Landscaping shall be designed to promote low maintenance plant material and xeriscaping.
13. The Developer shall obtain all necessary permits from other regulatory agencies for projects within sensitive areas or which have significant storm water pollution potential. Other regulatory agencies include, but are not limited to, the Regional Water Quality Control Board, Department of Fish and Wildlife, Army Corps of Engineers, and the Bay Conservation and Development Commission.
14. Construction activities are restricted to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday, unless a permit is first secured from the City Manager or designee based upon a showing of significant financial hardship.
15. Record drawings (as-builts) of improvements to the satisfaction of the City Engineer shall be provided in both paper and electronic format prior to final occupancy and/or subdivision acceptance and release of bonds.
16. Fees for plan checking, permit issuance, inspections, and approval shall be calculated in accordance with the latest Master Fee Schedule as approved by the City Council.
17. A title report dated within the last six months shall be submitted to identify current ownership, existing easements, and land use restrictions.
18. An Encroachment Permit is required for all work within the Public Right-of-Way. An issued Encroachment Permit is required prior to issuance of any Building Permits for the proposed development.
19. The applicant is encouraged to contact the Public Works Department at 510-747-7930 to schedule a pre-application meeting prior to the first submittal of any subdivision maps or improvement plans to discuss submittal requirements, project review timeline, and fees associated with the processing, filing, and construction of this development.

Subdivision Requirements

20. The development of streets, utility, and other infrastructure shall be phased as defined in the North Housing Development Plan dated August 17, 2020

(Development Plan) and approved by the City under separate resolution. Each phase of development shall provide the necessary street, utility, and other infrastructure to support that phase, meet the needs for public access, multimodal traffic circulation, objective City design standards, access for emergency vehicles, trash collection vehicles, and tenant and resident circulation.

21. All subsequent submittals shall be consistent with the Tentative Map and the Development Plan and shall be in compliance with objective subdivision standards in Chapter 30, Article 6 of the Alameda Municipal Code (Real Estate Subdivision Regulations) and Chapter 22 of the Alameda Municipal Code (Streets and Sidewalks) as determined by the City Engineer and all objective requirements in plans, standards, policies and guidelines including Alameda's Municipal Code (AMC), Standard Plans and Specifications, and Standard Subdivision Specifications and Design. In order to implement said objective standards, the City Engineer may exercise his/her professional judgment that is within nationally accepted engineering standards and practices. All documents can be found at the City's Public Works webpage, under Key Documents, at <https://www.alamedaca.gov/Departments/Public-Works>.
22. The Applicant shall enter into a Subdivision Improvement Agreement with the City, pay all fees, and provide a security in a form and amount acceptable to the City prior to approval of parcel/final map.
23. An engineer's cost estimate for frontage and site improvements shall be submitted.
24. The Final Map shall show all existing and proposed easement locations, uses and recording information. The Owner's Statement shall list all public right-of-way and easements to be dedicated and the Certificate of City Clerk shall list all public easements and right-of-way to be abandoned with recording information as part of the parcel/final map.

Improvement Plans

25. The Applicant shall submit for review and approval construction Improvement Plans for all on- and off-site improvements, including design calculations, for all improvements listed below, as applicable. The plans shall be prepared, signed, and stamped as approved by a registered civil engineer licensed in the State of California. The Improvement Plans, which may be submitted in phases shall be approved by the Public Works Department prior to approval of the Final / Parcel Map or issuance of a Building Permit for the development.
26. The street section for any private access roads shall be designed by a registered civil engineer and is subject to approval by the City Engineer.
27. Street lighting, including lighting on any part of Lakehurst not previously upgraded by the adjacent property owner, shall be designed in accordance with the City of

Alameda Street Lighting Design Guide, latest edition. A photometric study shall be provided with the improvement plans. Any adjustments to bring street lighting up to City standards will be incorporated into final permit drawings.

28. The Applicant shall submit a soils investigation and geotechnical report for the proposed development, subject to the review and approval of the City Engineer. The report shall address the structural and environmental analysis of existing soils and groundwater and provide recommendations for all grading, retaining walls, bulkheads, surface and sub- surface drainage, lot drainage, utility trench backfilling, and pavement design. The improvement plans shall incorporate all design and construction criteria specified in the report and shall be reviewed and signed by the Soils Engineer specifying that all recommendations within the report have been followed.
29. Any retaining walls, which are adjacent to a property line, shall be masonry, metal, or concrete. Any existing retaining walls to remain are to be evaluated by the Applicant's geotechnical/structural engineer for integrity and applicability to the geotechnical engineer's recommendations.
30. The geotechnical/soils engineer shall submit a letter report to the City at completion of construction certifying that grading, drainage and backfill installation was performed in general compliance with recommendations in the geotechnical report. All material testing reports shall be attached to the certification letter report.
31. All developments shall be designed to account for future predicted sea level rise to Elevation 13 feet, NAVD88 Datum. The project shall also be designed to accommodate additional future adaptability provisions for sea level rise above Elevation 13 feet.

Drainage

32. All on site surface drainage shall be collected and conveyed in an adequately designed underground storm drainage system in a manner to be approved by the City Engineer. The downstream drainage system shall be analyzed and inadequacies, if any, corrected as determined by the City Engineer. The site shall be graded so that no additional runoff is directed to and so as not to impede runoff from adjacent properties.
33. A storm drainage hydrology analysis, identifying the total peak drainage flow quantities to be generated by the proposed development shall be prepared in accordance with the Alameda County Flood Control District Hydrology and Hydraulics Manual by a registered civil engineer licensed in the State of California and submitted as part of the construction improvement plans. The City will provide this data to an independent consultant who will assess the impact of the proposed development on the City's storm drainage system using a hydraulic model and determine the improvements, if any, to ensure sufficient capacity for this project

and anticipated cumulative growth in the associated drainage basin. The Applicant shall include the recommended improvements into the project's improvements.

Storm water Quality Protection and Treatment

34. All projects shall incorporate permanent storm water low impact development (LID) design techniques and source control measures to manage the quantity and quality of storm water runoff from the planned development to prevent and minimize impacts to water quality, in accordance with the City of Alameda's National Pollution Discharge Elimination System (NPDES) Municipal Storm water Permit, and consistent with the latest version of the Alameda County Clean Water Program's Provision C3 Technical Guidance Manual. Project plans shall indicate the efforts taken to minimize impervious surface areas, especially directly connected impervious surface areas.
35. The development shall incorporate permanent post-construction storm water quality controls in accordance with the City of Alameda's National Pollution Discharge Elimination System (NPDES) Permit. Storm water design and treatment measures shall be constructed consistent with the latest version of the Alameda County Clean Water Program's Provision C3 Technical Guidance Manual.
36. The development is subject to full trash capture requirements of the City's NPDES permit. A full trash capture system or device is any single device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the peak flow rate Q resulting from a one-year, one-hour storm in the sub- drainage area. Improvement Plan sheets shall include location, detail and cross-sectional drawings of the storm water full trash capture device(s) necessary to treat the entirety of the site.
37. Prior to the issuance of any permits for the development, the Applicant shall submit a Storm water Quality Management Plan complete with the individual drainage management areas identified, a completed Storm water Requirements Checklist, and a stamped, signed City of Alameda C3 certification form from a qualified independent civil engineer with storm water treatment facility design experience, licensed in the State of California, and acceptable to City Engineer that indicates the LID and treatment measure designs of the improvement plans and Storm water Quality Management Plan meet the established sizing design criteria for storm water treatment measures. The Civil Improvement Plans shall be consistent with the approved Storm water Quality Management Plan submittal.
38. Prior to the issuance of any permits for the project, the Applicant shall submit for review and approval by City Engineer a Storm water C3-LID Measures Operations and Maintenance (O&M) Plan that provides a thorough discussion of the inspection, operations and maintenance requirements of all of the storm water treatment, including trash capture, and LID design measures at the site. This O&M

Plan shall be consistent with the City of Alameda's C3-LID Measures O&M Plan Checklist.

39. Prior to project acceptance and any certificate of occupancy, the Property Owner(s) shall execute a Storm water Treatment Measures Maintenance Agreement with the City, and recorded against the property title, complete with an approved O&M Plan, the template for annual self-reporting, and assurances for property access for City verification inspections.
40. Prior to project acceptance and any certificate of occupancy, the Applicant shall submit a Certification Report (Report) prepared by a registered civil engineer, licensed in the State of California, affirming that all project site storm water treatment measures have been constructed per the City approved plans and specifications. As appropriate, the Report shall include, but not be limited to, assurances that: imported materials used for the treatment measure(s) are certified by the supplier; installation of these materials are per approved plans and specifications and meet the intent of the design engineer; required on-site testing results conform with approved plans and specifications; treatment measures conform to dimensions, grades and slopes on approved plans and specifications; all structural features of the treatment measures comply with plan specifications; the irrigation system is installed and functions as designed; healthy vegetation/ground cover is installed as shown on plans. The Report shall be submitted in a form acceptable to the City Engineer.
41. The developer shall comply with the State Water Quality Control Board's Construction General Permit requirements. Copies of the required "Notice of Intent" (NOI) and "Storm Water Pollution Prevention Plan" (SWPPP) along with the WDID# shall be submitted to the City Engineer prior to the issuance of the Permit for any site work. The SWPPP shall utilize the California Storm Water Best Management Practices Handbook for Construction Activities, the ABAG Manual of Standards for Erosion & Sediment Control Measures, the City's Grading and Erosion Control ordinances, the City's "Urban Runoff Best Management Practices Standards", and other generally accepted engineering practices for construction activity pollution prevention, sediment, and erosion control.
42. Prior to the issuance of any building or demolition permit, the applicant shall assess and verify for the potential of PCBs in Building Demolition materials by:
 - Reviewing the packet "PCBs in Priority Building Materials: Model Screening Assessment Applicant Package (August 2018)" (Packet);
 - Completing the two-page "PCBs Screening Assessment Form" AND submitting a signed copy to Public Works for review; AND
 - IF Part 3 of the "PCBs Screening Assessment Form" is applicable and necessary, submit all necessary assessment records also referenced in attached guidance document prior to issuance of building/demolition permit

AND provide verification to the City prior to close out of the permit of the proper management and disposal of the relevant materials.

43. The Applicant shall pay for any required cleanup, testing, and City administrative costs resulting from consequence of construction materials entering the storm water system and/or waters of the State.

Traffic and Transportation

44. Paseos bordering Habitat Parcel: The Final Map shall provide emergency access and public access easements on the Paseo as provided in the Development Plan that exists on the north side of Block C Lot 4, and south edge of the parcel labeled "Habitat for Humanity". The center line for the Paseo is the northern property line on Block C Lot 4. Construction of the full width of the paseo shall be completed prior to occupancy of any building in Phase 2 of the project, unless alternative emergency and public access is provided to the satisfaction of the Fire Chief and the Director of Planning, Building and Transportation.
45. Internal "Mabuhay" Street. The developer shall construct and dedicate to the public full street improvements for the entirety of Mabuhay Street including concrete curb, gutter, sidewalk, curb ramps, paving, drainage system, streetlights and street trees, all to the satisfaction of the City Engineer. The street may be developed in two segments, provided that Mabuhay Street abutting Phase 1 shall be completed prior to occupancy of Phase 1, and no building in Phase 2 can be occupied until completion of Mabuhay Street from Mosley to Singleton.
46. Design Standards. Transportation facilities, including streets, sidewalks, pathways, parking lots, striping, signage, and signalization, shall be designed in accordance with objective standards in Alameda's Bicycle Facility Design Standards; Pedestrian Design Guidelines; and guidelines for multiway stop signs, crosswalks, and pedestrian paddles; as well as the Caltrans Design Manual and Standard Plans and the California MUTCD.
47. Design Analysis. Prior to approval of Improvement Plans for each phase of the project, the applicant shall provide for the review and approval of the Public Works Director or his or her designee a phase specific analysis prepared by a qualified Traffic Engineer to ensure the project will have safe multimodal operations and site access. The improvement plans shall include on-site access for all modes, including pedestrian, bicycle, ADA, and turning movement analysis for fire trucks and waste management.
48. PTCP. Prior to the issuance of an Encroachment Permit, a Pedestrian and Traffic Control Plan (PTCP) that addresses pedestrian circulation around the site and parking and/or travel lane closures on the surrounding streets shall be submitted for review and approval by the City Engineer.

49. **Parking Design.** Parking layout shall be constructed in conformance with objective standards in City's off-street parking design standards, Alameda Municipal Code Chapter 30, Article 1, Section 30-7, Off-Street Parking and Loading Space Regulations. Accessible stalls, ramps, loading and unloading platforms including for vans, slope and grade of ramps, landings and stalls, signs, striping, logo, width of landings and such details as are required shall comply with applicable City and State Standards.
50. No signs shall be installed or mounted on street light poles owned and/or maintained by the City. All new signs shall be installed on dedicated sign posts.

Utilities

51. Sanitary sewerage shall be in accordance with the EBMUD Regional Standards for Sanitary Sewer Installation.
52. A sanitary sewage flow analysis identifying the total peak sanitary sewage flow quantities to be generated by the proposed development, shall be prepared by a registered civil engineer licensed in the State of California and submitted as part of the construction improvement plans. The analysis shall identify required improvements, if any, to ensure sufficient sewage capacity for this project and anticipated cumulative growth in the associated sewer sub-area.
53. The Applicant shall include the City and EBMUD recommended improvements, if any, from the sewer study into the project's improvements plans prior to approval of the improvement plan or parcel/final map, whichever comes first. All permits, easements, and/or approvals for modifications to the sewer system required by EBMUD shall be obtained prior to the Final Map.
54. The City participates in the EBMUD Regional Private Sewer Lateral Program; therefore the Applicant shall comply with the provisions of this program prior to the issuance of Certificate of Occupancy. Each parcel within the subdivision must be issued a Compliance Certificate by EBMUD. Please review the program requirements and cost for Compliance Certificates: <http://www.eastbaypsl.com/eastbaypsl/>.
55. Xypex Admixture Xypex Bio-San C500, or approved equal antimicrobial crystalline waterproofing product, must be added to concrete mix at time of batching precast sanitary sewer manhole sections. Under normal conditions, Xypex Bio-San C500 must be added to the concrete mix at 1% by weight of cementitious materials content. Equivalent dosing of approved equal product required. Admixture shall include an indicator that visually identifies concrete that includes Xypex Bio-San C500.

56. Prior to issuance of building permits, the Applicant shall secure all necessary permit approvals from EBMUD regarding the installation of all water or sewer service connections for the project.
57. The Applicant shall design and construct water, power, telecom, gas, and other utilities in accordance with applicable utility standards.
58. Two (2) 3" conduits with tracer wire and pull rope shall be installed for City's future communication needs along all project joint trenches along public roads. Communication pull boxes labeled "Alameda Communication" shall be installed about every 250 feet.
59. Fire sprinkler system test water discharges shall be directed to the sanitary sewer system or to appropriately-sized onsite vegetated area(s).
60. The applicant/developer shall be required to furnish two streetlight poles and LED fixtures of each type installed, at no cost, to the Public Works Department as a stock for future pole/fixture replacement on public street. The applicant shall be responsible for all costs associated with the transportation, handling and delivery of the poles/fixtures to a Public Works storage yard designated by the City Engineer. The applicant shall coordinate and schedule the delivery of the poles/fixture with the Public Works Department.
61. All overhead utilities shall be undergrounded. Provide notes on plan that all new utility service connections, including electrical and communications, shall be installed underground. Electrical pad-mounted transformers and switches shall be installed above ground within an appropriate utility easement of PUE.

Fire Safety Conditions

62. The developer/applicant shall provide adequate turn around space or through access for any street greater than 150 feet in length to the satisfaction of the Fire Chief and the City Engineer. Emergency Vehicle Access roads shall have an adequate turning radius for fire apparatus (inside turning radius of 28 feet, outside turning radius 44 feet 8 inches, minimum height 13 feet 6 inches, minimum width 20 feet) and 26 feet wide in the immediate vicinity or portion thereof buildings 30 feet or taller. All streets and courts within the development that are required to be fire access roads, shall be marked as fire access roads to the satisfaction of the Fire Chief. All roads that are required to be fire access roads shall be designed to handle fire apparatus weight of up to 35,000 pounds per axle. Parking shall be prohibited within the streets and alleys that are dedicated as fire lanes.
63. The improvement plans for the project site shall include a Fire Water System designed to the satisfaction of EBMUD and the Alameda Fire Department. The Applicant shall be responsible for the placement of on-site hydrants. The location and number of hydrants shall be established in improvements plans. Placement

shall be shown on the improvement plans and shall be to the satisfaction EBMUD, the City Fire Chief and the City Engineer.

64. Prior to approval of the Improvement Plans, the applicant shall submit plans for review and approval by the Public Works Director and the Fire Chief, that:
 - a. Provide fire hydrants spaced throughout the project as required in California Fire Code Appendix C. Ensure sufficient fire flow for the development compliant with California Fire Code Appendix B and AMC 15-1.2 where a maximum reduction of the fire flow can be reduced by 50% for fire sprinklered buildings.
 - b. Fire hydrant flows shall be a minimum of 1,500 G.P.M. from any one hydrant;
 - c. Provide adequate turn around space or acceptable emergency vehicle through access for any street greater than 150 feet in length;
 - d. Ensure that all roads that are required to be fire access roads have an adequate turning radius for fire apparatus (inside turning radius of 28" and outside turning radius of 44'8").

Alameda Municipal Power (AMP)

65. The applicant shall comply to AMP's Rules and Regulations and AMP's "Material and Installation Criteria for Underground Electrical Systems" (both available at www.alamedamp.com) and provide completed "Service Planning Sheets" for AMP's review prior to submitting plans for building permits.
66. The applicant shall provide information on the location of transformers and total load in kilowatts or kilowatt/volts (KVA) to AMP for approval prior to building permit issuance. If necessary, the applicant shall provide (at no charge to AMP) an easement and access to all AMP facilities on the property prior to issuance of building permits.
67. Concurrent with submittal of Improvement Plans, the Applicant shall coordinate with AMP regarding power requirements. All submittals shall refer to AMP's "Material and Installation Criteria for Underground Electrical Systems" for minimum clearances of street trees/shrubs from streetlights, electrical transformers and other utility electrical equipment.
68. The development shall allocate areas for pad mounted transformers and switches. This is addition to the primary and secondary boxes and conduits that will be required to provide power to the development.
69. The development will be served from 208/120 V or 480/277 V sources, not 120/240 V.

70. New street trees shall maintain clearances from electrical utilities as follow:
a) street/pathway lights and utility poles – 25-feet (with the exception of 15 feet between streetlights and palm trees); b) joint trench and all underground electrical lines – five feet; c) access doors of electrical pad-mounted equipment (e.g. switches, transformers and capacitors) – ten feet; d) all sides of electrical pad-mounted equipment – three feet. Verify minimum clearance distances of trees/shrubs from all sides and back of electrical pad-mounted equipment with Alameda Municipal Power (AMP). Any variance from these standards must be approved by AMP, and may include mitigation measures, such as root barriers.
71. The Applicant shall provide all necessary underground substructures, including conduits, pull boxes, electric utility equipment pads, etc. per the AMP specifications. AMP will require easements for all transformers, primary and secondary boxes, and conduits. AMP will furnish and install all required transformers, high voltage distribution cables, and secondary cables.
72. The Applicant/Developer shall install all electric pull boxes and vaults in-line with the conduit joint trench. No conduit bend will be allowed between electric pull boxes unless conduit section terminates to an electrical equipment pad. All primary and secondary electrical distribution pull boxes shall not be greater than two section deep (34-inches from finish grade to bottom of pull box). Any deviations from this standard shall be approved by the AMP Project Engineer in writing.
73. Applicant/Developer will be required to provide an oil containment facility for all AMP owned pad-mount distribution switches and/or transformers installed within 100-feet of any body of water or in other critical locations. Applicant/Contractor shall contact AMP to verify all dimensions, elevations, and orientation before commencing work.
74. The Applicant shall furnish and install code-size service cables in code-size conduit from each customer electric meter switchgear to the nearest secondary pull box (or Service Point) in the public right-of-way, as designated by AMP. AMP will connect the service to the distribution transformer or to the secondary distribution system.
75. The improvement plans and all subdivision maps shall show all necessary easements and access to all electrical utility facilities that are in the private properties, at no charge to AMP.
76. Prior to issuance of Certificate of Occupancy, the Applicant shall furnish and install service equipment for each building. The service equipment shall meet Electric Utility Service Equipment Requirement Committee (EUSERC) standards. Electric meter(s) shall be located as close as practicable to the point of entry of the service-entrance conductors to the building. Outdoor meter locations are preferred. When meters are located within a building, the meter room shall be directly accessible from the exterior of the building. No remote metering.

77. Concurrent with acceptance of work by City Council, the applicant/developer shall dedicate, and AMP shall take over ownership and will be responsible for maintaining all new substructures for under grounding primary and secondary circuits, and distribution transformers once the improvements have been inspected by AMP and found to have been properly installed. The Applicant or successor property owner(s) shall be responsible for the service cables and service equipment.
78. The Applicant/developer shall be responsible for all expenses involved in the duct/joint trench system engineering design, plan check, project coordination, and electrical construction inspection. The Applicant shall be responsible for the cost of an AMP assigned inspector during construction.
79. The Applicant/developer shall submit, with the site improvement plans, detailed drawings showing the required site electric utility facilities.

HOLD HARMLESS. To the maximum extent permitted by law, the applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Alameda, its City Council, City Planning Board, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all claims, actions, or proceedings against Indemnitees to attack, set aside, void or annul an approval by Indemnitees relating to this project. This indemnification shall include, but is not limited to, all damages, losses, and expenses (including, without limitation, legal costs and attorney's fees) that may be awarded to the prevailing party arising out of or in connection with an approval by the Indemnitees relating to this project. The City shall promptly notify the applicant of any claim, action or proceeding and the City shall cooperate in the defense. The City may elect, in its sole discretion, to participate in the defense of said claim, action, or proceeding.

NOTICE. No judicial proceedings subject to review pursuant to California Code of Civil Procedure Section 1094.5 may be prosecuted more than ninety (90) days following the date of this decision plus extensions authorized by California Code of Civil Procedure Section 1094.6.

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 15th day of September 2020, by the following vote to wit:

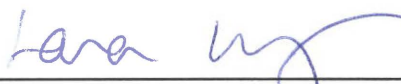
AYES: Councilmembers Daysog, Knox White, Oddie, Vella and Mayor Ezzy Ashcraft – 5.

NOES: None.

ABSENT: None.


ABSTENTIONS: None.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 16th day of September 2020.



Lara Weisiger, City Clerk
City of Alameda

Approved as to form:



Yibin Shen, City Attorney
City of Alameda

**North Housing
AHA - Provider Term Sheet**

[Draft 9-24-2021]

This Term Sheet is dated as of October [], 2021, by and among AHA and the Providers, as defined below. This Term Sheet is intended implement the terms of (a) the Amended and Restated Legally Binding Agreement made as of June 20, 2012 (the “**LBA**”) among the City of Alameda, AHA and the Providers, and (b) the Third Amended and Restated Memorandum of Understanding entered into as of the date hereof (the “**MOU**”) among AHA and the Providers (collectively, the “**Parties**”).

The LBA and MOU govern and provide a framework for the development, financing, ownership and operation of the Project (as defined below) but defers certain details, such as how the Parties will participate in the Partnership (as defined below and referred to in the MOU as the “Project Ownership Entity”. This Term Sheet provides details of the Parties’ participation in the Project. Each Party has enforceable rights with respect to the North Housing Parcel as provided in this Term Sheet and the express provisions of the LBA and MOU (including those relating to financing the Project, homeless services at the Project and the sale of any portion of the North Housing Parcel).

The Parties agree that LBA and MOU (including any approval rights of the Parties) continues in full force and effect, as supplemented by this Term Sheet.

Any notices hereunder shall be given as provided in the MOU. The MOU shall govern any disputes between the Parties hereunder.

- 1. AHA:** Includes the Housing Authority of the City of Alameda, Island City Development, and any of their wholly-owned LLCs (except as necessary for tax purposes).
- 2. Providers:** Alameda Point Collaborative, Cornerstone Community Development Corporation (*doing business as* Building Futures with Women & Children), and any of their wholly-owned LLCs.
- 3. Financing Party:** Any party providing financing or monetary support to the Project of Partnership, including lenders, investor, and any subsidy provider; and any party which governs a financing program, such as HUD and TCAC.
- 4. Project:** The first phases of housing developments in North Housing that together include a minimum of 90 units set aside for homeless households.
- 5. Partnership:** Includes all limited partnerships that own the Project(s) described above.
- 6. Partners:** Investor will be limited partner holding approximately 99.99% Partnership interests. The Parties will share .01%.

Balance of Partnership interests to be held by the Parties solely through their respective LLCs, of which AHA will own 90% as managing general partner, and Providers will own 10% as special limited partner.

**North Housing
AHA - Provider Term Sheet**

[Draft 9-24-2021]

If the Partnership resyndicates the Project, the Parties shall share in net cash flow and refinancing in the same ratio.

- 7. Developer Fee & Services Project Management Fee:** AHA will be developer and will earn the developer fee for providing and shall perform the typical developer fee duties.

Providers will share a fixed Services Project Management Fee in the amount of \$660,000 as compensation for their assistance with the acquisition of the Project site, community outreach, engagement, referral and support for tenant applications for homeless units, writing of service qualifications and program for funding applications, undertaking applications for services funding, and ongoing project management during the regulatory agreement period. The Services Project Management Fee shall be allocated between each phase of the Project pro rata to the number of homeless units in each phase; and, with respect to each phase, such allocated amount shall be paid 50% at close of construction financing and 50% upon close of permanent financing. For example, if the Project consists of 2 phases of 45 units each, \$330,000 shall be allocated to each phase, and \$165,000 shall be paid at close of construction financing and upon close of permanent financing with respect to each of the 2 phases.

The Services Project Management Fee for any phase after the first phase will remain in place for two years after the initial phase close of construction financing (the “**First Closing**”). In the event that the second phase closes construction financing on or after the second anniversary of the First Closing, the payments of Services Project Management Fee for each subsequent phase will be increased by 5% of the original Services Project Management Fee amount for each full year since the First Closing, commencing on the second anniversary of the First Closing and then on each anniversary thereafter. The Services Project Management Fee schedule is as follows.

Closing of Second Phase	Services Project Management Fee
Prior to 2 nd anniversary of First Closing	\$330,000
From and after 2 nd anniversary of First Closing and prior to 3 rd anniversary of First Closing	\$363,000
From and after 3 rd anniversary of First Closing and prior to 4 th anniversary of First Closing	\$379,500
Upon each anniversary of the First Closing thereafter, add \$16,500.	

AHA acknowledges that the ability for the Authority to develop or cause to be developed up to 586 units (including a minimum of 90 permanent

**North Housing
AHA - Provider Term Sheet**

[Draft 9-24-2021]

supportive housing units) is due to the successful NOI submitted on March 7, 2008 and the subsequent approval of the LBA by the Federal government.

The Parties hereby agree that the developer fee paid to AHA and the Services Project Management Fee satisfy the requirement under Section 4.5 of the MOU that the Parties regarding sharing the developer fee.

8. **General partner fee:** AHA will manage the Partnership and receive 100% of all general partner fees, including asset management and incentive fees.
9. **Investor limited partner asset fee:** The investor limited partner shall receive an annual asset management fee to be negotiated.
10. **Social services:** The Parties to agree upon scope of services and services budget and Providers shall provide all social services to homeless residents of Project except to the extent that (1) Providers do not have the requisite experience or capacity for any particular services in which case the Parties will ensure that particular service will be contracted out; or (2) a portion of services are required to be provided by or through a 3rd party due to a funding source. The Parties will actively seek out additional funding or in kind services for the Project to preserve service dollars for later years. The Parties must stay compliant with all funder documentation and requirements for services. The services budget may be funded by Project rental income, cash fees, in-kind services, and excess cash flow from the Project (income after all expenses, mandatory debt, soft debt, and asset management fees are paid) or by AHA. The Providers must maintain adequate liability insurance for their employees and service activities at the Project.
11. **Use of Excess Cash Flow:** Set aside as a 3rd party reserve (outside of the LP) for services for the Project.
12. **Financing:** AHA shall be responsible for obtaining all financing for the Project, including guaranties, tax indemnities, development advances and funding operating deficit. As AHA shall be solely liable for these amounts, AHA shall have the right to control financing sources and construction and operating budget. Financing may include cash loans from AHA that will be repaid from cash flow prior to distributions.
13. **Ground Lease:** AHA may structure the disposition of the land to the Partnership as a long-term ground lease, which ground lease may include rental payments and/or seller loan payments to AHA that are senior to any distributions to partners.
14. **Duties:** AHA shall carry all obligations of managing and operating the Project and Partnership, excluding Provider responsibilities below.

**North Housing
AHA - Provider Term Sheet**

[Draft 9-24-2021]

Provider responsibility shall include:

- (a) cooperating with AHA in performing its duties,
- (b) providing services pursuant hereto,
- (c) reporting with respect to Provider services, and
- (d) any other matters relating to Provider or its duties required by a Financing Party.

Failure by AHA or Provider to comply with the LBA, MOU, this Term Sheet or relevant agreements that are binding upon the applicable Party (including, but not limited to the Partnership's limited partnership agreement) may result in removal of AHA or Provider as a partner in the Partnership and/or termination of any agreements and related fees.

15. Exit: AHA shall hold any options and rights of first refusal to purchase the Project or all other Partnership interests. AHA shall not assign option or right of first refusal to any party other than its affiliate. The Providers will be able to remain as SLP in the same position.

16. Future Homeless Units: AHA shall consider advice or input from the Providers for the development and operation of additional homeless units on the remainder of the North Housing Parcel. Notwithstanding the foregoing, the parties understand and acknowledge that while AHA shall follow its public procurement process with respect to any contracts for services to such homeless units in accordance with applicable law, within those limits the parties agree that priority should be given to selecting a service provider that has previous experience partnering with AHA on the provision of service activities to homeless residents.

17. Status and Clarifications on items from Exhibit C of the MOU:

- 1. Final Form of the LBA – *Item is completed and closed;*
- 2. Designate location and size of the property to be transferred to the Authority or if applicable, ground leased to the Project Ownership Entity, including changes in location after LBA is signed;- *Item is completed and closed.*
- 3. Change in the project description from the description in the NOI; - *All parties agree that this description was changed to reduce to 90 units. Any further changes will be approved by both parties.*
- 4. Final Project Design; - *Design development and schematic design has been completed and accepted by all Parties (plan set dated July 28, 2021). The parties*

**North Housing
AHA - Provider Term Sheet**

[Draft 9-24-2021]

will acknowledge at subsequent milestones that they have participated and consent to the design at those milestones. Funder requirements may require changes which will require approval of all Parties.

5. Final construction closing development proforma; - *The Parties will participate and consent on the pro formas in each funding application, and as submitted in the RFP for investors and lenders. No further approvals will be needed after those opportunities except those required by the funders and lenders, unless changes either affect the services budget, or change any of the operating budget, furniture budget, security budget, or developer fee by more than 5%. However, all Parties will be kept informed of these changes.*
6. Change orders during construction of the Project materially affecting community space and/or outdoor services space including but not limited to changes to security measures and availability of program space; - *No update or clarification at this time.*
7. Subject to applicable law and funding source requirements, Project affordability levels, income requirements for Residents, and preferences in Resident selection, including any material changes in affordability levels, income requirements, and preferences; - *The Parties agree that the updated MOU has set the preferences. The affordability and income requirements will be approved with each application/pro forma per #5 above.*
8. RFP for Developer and selection of Developer if applicable; - *This item is closed as AHA will be the developer of the Project.*
9. Formation of Project Ownership Entity and addition of entities, as partners, limited partners, or members, as applicable; - *The Providers may not disapprove of the selection of the limited partner (s), although they will be consulted. The project ownership entity has been consented to in the term sheet above.*
10. Scope of Resident services consistent with LBA; - *No update or clarification at this time.*
11. Any financial buy out related to North Housing homeless accommodation or in connection with selection of alternate site; - *No update or clarification at this time.*
12. The determination of funding sources pursuant to Section 4.2(a)(l) of the [MOU]. – *See #5 above for the process for approving funding sources.*
13. Selection of third party property management company. –*The parties further acknowledge that the Providers must approve of the Management Plan, and that the Management Plan shall be commercially reasonable and subject to the approval of Project lenders and investor.*

**North Housing
AHA - Provider Term Sheet**

[Draft 9-24-2021]

14. Project location(s). – *The Parties agree that the Project location(s) will be on Block A of the Tentative Map.*

[SIGNATURES ON FOLLOWING PAGE]

**North Housing
AHA - Provider Term Sheet**

[Draft 9-24-2021]

IN WITNESS WHEREOF, the Parties hereto have executed this Term Sheet as of the date first set forth above.

AHA:

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

By: _____
Vanessa Cooper
Executive Director

PROVIDERS:

Alameda Point Collaborative,
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

Cornerstone Community Development Corporation
(*doing business as* Building Futures with Women & Children),
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: October 20, 2021

Re: Approve the 2021-26 Reserve Policy of the Housing Authority of the City of Alameda.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is an 80-year old entity, with over six hundred rental homes in its portfolio, and an active pipeline of an additional six hundred affordable rental apartments. It is the largest multifamily rental property owner in the City of Alameda and supports an additional 3,000 renter households through its housing choice voucher program. To maintain the stability of the organization, and continue its mission of providing safe, decent, affordable housing, the AHA must be careful stewards of its assets with an eye to protecting, preserving, and producing affordable housing.

In April 2021, the Board Retreat focused on the opportunities and requirements of an updated Reserve Policy. The Board discussed the goals of a reserve policy to provide security for the organization, maintenance of its existing portfolio over the property lifecycle, and planning for growth through land banking, predevelopment for new projects, and long-term subsidy for affordable developments. A list of some of the tools and considerations is below:

1. An operating reserve – following best business practices
2. Liquidity – following best business practices and the requirements of the AHA lenders and investors.
3. Re-investment and maintenance of the existing portfolio – Immediate and major recapitalizations were discussed.
4. Land banking for new housing developments
5. Predevelopment investment in new construction sites
6. Subsidy, in the form of residual receipts loans, subsidized ground leases, and other long-term investments in affordable housing.



Since the April 2021 meeting, the Board has established the Alameda Affordable Housing Trust Fund (AAHTF), which can continue to be a part of the assets that AHA and its affiliate, the Alameda Affordable Housing Corporation, utilize toward the goals of the reserve policy.

As of August 31, 2021, AHA had approximately \$30,000,000 in cash and investments. However, some of these funds have already been pledged or utilized in investments to develop affordable housing (as discussed below).

The calculations and background numbers for the policy can be found in the Attachment.

DISCUSSION

Term of the Policy:

Because of the long timelines associated with real estate development, a five-year policy is appropriate, with quarterly or mid-year updates to the Board of Commissioners on the status and performance of the reserve policy.

Definition of funding types:

1. Dedicated: Defined as funds reserved to meet liquidity and operating funds. The Policy will require that staff maintain this dedicated reserve at all times.
2. Allocation: These are funds allocated for preservation and cannot be transferred to other purposes without Board approval. Spending of allocated funds will be reviewed by the Board via the Construction in Progress reports.
3. Commitment: Defined as funds committed by Board action for production of specific units and specific real estate projects. This is a firm commitment contingent on the project moving forward and other conditions precedent recommended by the AHA staff. Other governmental funding sources may rely on these commitments as matching funds or leverage.

The Reserve Policy is focused on three key elements:

Agency operating and liquidity reserve of \$6 million dollars

1. This funding level assumes, including 1 month of payment of salaries and benefits and budgeted operating costs and 1 month of payments that would be needed for the housing assistance payments that the AHA makes to landlords on behalf of tenants.
2. Typically, housing assistance payments are pass-through funds from HUD and HUD has stated that they will not reimburse payments made in advance. However, this reserve level provides AHA flexibility if such payments do need to be made, and are reimbursable, in the future.
3. A \$6 million reserve will also meet operating and liquidity requirements required

by lenders.

1. Preservation Fund - Commit Staff to allocate \$9 million over the next five years to construction in progress (CIP) work on the existing portfolio. The Portfolio Management Department updates the Board regularly on the CIP activities of the organization.
 1. The current schedule has identified over \$10 million in projects, including the conversion of the maintenance building into additional office space, major renovations at Independence Plaza and Esperanza, urgent repairs at balconies and sewer lines that are required by code, and regular roofing/painting activities.
 2. Staff will need to identify project level reserves or outside sources for the additional \$1million in CIP expenses needed over the five-year plan. For instance, Independence Plaza is currently requesting \$2 million in CIC funding to complete needed repairs.
 3. New capital needs assessments will be done in the next 12 months and may identify new capital needs. The current ADA/504 review is likely to flag additional capital investments to bring buildings up to current ADA standards.

1. Production Fund – The Board has committed \$15 million to the production of new affordable housing opportunities in Alameda. Note, the Board has already committed this amount of funding to the following priorities:
 1. \$7 million predevelopment loan to North Housing master plan and demolition activities. \$7.5 million approved for permanent investment in the AAHTF for the first two phases of North Housing. It is assumed that the predevelopment loan will convert to the permanent phase.
 2. \$3.75 million approved for purchase of 18 apartment homes at Bay 37.
 3. \$2.5 million approved for purchase of the AUSD Maintenance Yard
 4. \$900k approved for construction financing at Rosefield Village (in addition to previous commitments)

At the Board meeting in April 2021, staff identified alternatives that may be able to increase or leverage AHA's capacity to support its Preservation and Production activities. Such opportunities include

1. The current application for a \$2.5 million matching grant from the State Local Housing Trust Fund Program for investment in North Housing.
2. Potential refinancing of properties to provide additional funds, similar to the recent refinancing of Eagle Village and Parrot Village.
3. Potential investment from other governmental sources, including CDBG, HOME, and other sources that can pay for repairs or new construction

4. 3rd party predevelopment or acquisition loans (secured by property) that would allow AHA greater capacity to develop and land bank.
5. Tax credit syndication of existing properties that need substantial renovation and re-positioning.
6. Developer fees from current and past development pipelines

A critical part of the reserve policy is ongoing monitoring and updates to the Board on progress and opportunities. The CIP update will continue to be an important report from Portfolio Management. The Housing Department will continue to report on the new construction pipeline and any need for new investments. Any refinancing opportunities will be brought to the Board for approval. If new resources are identified, staff will update the Board on the application process, and any new conditions or obligations that may be required. It is suggested that staff present a specific update on the Reserve Policy once a quarter. Staff anticipates updating the capital needs assessments in 2022 as well as the planned CIP activities for early 2022 and to research the potential for underwriting new debt on one or two of the existing portfolio projects.

AHA operates at a net profit, and new cash is generated every year. For instance, the approximate amount of \$2,600,000 is expected to be available in FY 21-22. However, the Housing Programs Department has been operating at a deficit and it is expected that certain sources of income will stop in the next 5 years (e.g., City of Alameda CIC funds for Independence Plaza). Staff proposes that once a year, when these funds have been determined by final audit, the Board can determine additional allocations to one of the three elements of the Reserve Policy. For instance, if the budget has increased, the liquidity reserve may need to increase commensurately. Other funds may be allocated or committed to Preservation or Production purposes as the Board directs.

FISCAL IMPACT

The proposed 2021-2026 AHA Reserve Policy clearly delineates how current funds will be used to forward AHA's mission and responsibilities. If approved, the AHA Reserve Policy will outline the next five years of investments. The Reserve Policy also indicates that Board and staff must be diligent in pursuing outside leverage and resources to grow AHA's impact and pipeline of affordable housing.

CEQA

Not applicable.

RECOMMENDATION

Approve the 2021-26 Reserve Policy of the Housing Authority of the City of Alameda.

ATTACHMENTS

1. Attach 1 Reserve Policy Calculations and Background

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sylvia Martinez', is positioned above the printed name.

Sylvia Martinez, Director of Housing Development

Attachment 1 - Calculations and Background Numbers
Housing Authority of the City of Alameda
2021-2026 Reserve Policy

I. Cash as of 7/31/2021 \$33,331,556
Rounded \$30,000,000

II. Operating and Liquidity Reserve
a. One Month operations (per approved 21-22 budget) \$3,443,959
b. One Month housing assistance payments (per approved 21-22 budget) \$2,666,540
\$6,110,499
Rounded \$6,000,000

III. Elements and Percentages

AHA RESERVE POLICY OVERVIEW		
	Funding	Pct
Operating Reserve	6,000,000	20%
Preservation Fund	9,000,000	30%
Production Fund	15,000,000	50%
	30,000,000	

IV. Preservation - Construction in Progress 2021-2026

Property	Project Description	Strategy CIP
AHA Office	Conversion of Garage into Cubicles	2,000,000
AHA Offices	Office Upgrades related to COVID 19	250,000
AHA Office	New Maintenance Van (rear and side doors)	35,000
All Properties	Private Sewer Lateral Compliance	540,000
All Properties	Paint & Carpet for 10% of Portfolio	420,000
Anne B Diamant	Balcony Repairs	200,000
Eagle Village	Paint	100,000
Esperanza	Sidewalks, Decks, and misc Site Work (lender required)	86,500
Esperanza	Furnaces, Breakers	750,000
Esperanza	Sewer lines, plumbing, concrete	1,000,000
Independence Plaza	Exterior Renovations (walkway lighting, trellis repairs)	150,000
Independence Plaza	Balcony Repairs	250,000
Independence Plaza	Envelope, Heaters, Elevators	3,000,000
Parrot Gardens	Roof Repair - 1854 St. Charles	22,000
Haight Avenue	Renovation Project (pending acquisition)	500,000
Lincoln House	Fire damage	236,500
Lincoln-Willow Apt	Roof and Paint	300,000
Stanford House	Roof and Paint	300,000
TOTAL (2021-2026)		10,140,000

V. Production - Previously made commitments

Project	Amount	Type	Notes:
1. North Housing	\$7,500,000	Perm	Includes \$6.8 million predevelopment loan
2. Bay 37/Pulte	\$3,750,000	Perm	Acquisition of existing affordable property
3. AUSD Site	\$2,500,000	Acq	Acquisition of land
4. Rosefield	\$900,000	Constr	To be repaid early 2023
	\$14,650,000		
Uncommitted	\$350,000		AUSD site will need demo and predevelopment
	\$15,000,000		



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: October 20, 2021

Re: Authorize the Executive Director or designee to negotiate a two-year contract with Novogradac & Company LLP for audit and tax preparation services for AHA and AAHC, with an option to extend, in the amount not to exceed \$293,500 for the five-year period.

BACKGROUND

As a public agency, the Housing Authority is required to obtain an annual independent audit. Under the Housing Authority's Procurement Policy and Procedures, in compliance with HUD guidelines, it is preferable to enter into a multi-year contract for ongoing auditing services. Furthermore, although the Housing Authority does not require a tax return to be filed, Alameda Affordable Housing Corporation as a blended component unit of the Housing Authority must file a non-profit tax return with the Internal Revenue Service and Franchise Tax Board. Alameda Affordable Housing Corporation does not have separate audited financial statements and its activities are presented in the Housing Authority's audited financial statements.

DISCUSSION

The Housing Authority issued a Request for Proposals (RFP) for auditing services in September 2021. Under the RFP, proposals were ranked (assigned points) according to the quality of the proposal. A proposal can earn a maximum of 140 points. Eight proposals were received, and five firms were interviewed via Ring Central on October 13, 2021. The interview panel was composed of AHA staff and a representative of the Housing Authority of the County of Contra Costa. The interview panel ranked the firms and assigned points and can earn a maximum of 100 points.

The bidders were as follows:

- (1) Harshwal & Company LLP
- (2) Eide Bailly LLP
- (3) Citrin Cooperman LLP
- (4) Rubino and Company LLP
- (5) Novogradac & Company LLP
- (6) Cropper Accountancy Corporation (Did not interview this firm)
- (7) Marcum LLP (Did not interview this firm)
- (8) Clifton Larson Allen (Did not interview this firm)



For illustration purposes only, the bidders provided the following costs for their proposals for the five-year period. Please note that the pricing presented by all the firms was reasonable, as most bids presented are approximately \$5,000-\$10,000 higher than what we pay to the incumbent firm Citrin Cooperman LLP on an annual basis.

- (1) Harshwal & Company LLP \$272,110 (\$54,422 average per year)
- (2) Eide Bailly LLP \$299,098 (\$59,820 average per year)
- (3) Citrin Cooperman LLP \$251,600 (\$50,320 average per year)
- (4) Rubino and Company LLP \$275,095 (\$55,019 average per year)
- (5) Novogradac & Company LLP \$293,500 (\$58,700 average per year)
- (6) Cropper Accountancy Corporation \$285,000 (\$50,320 average per year)
- (7) Marcum LLP \$288,300 (\$57,660 average per year)
- (8) Clifton Larson Allen \$321,825 (\$64,365 average per year)

All firms interviewed will be eligible for additional consulting advice if needed over the next five years at an hourly rate. All of the firms interviewed had extensive public housing authority experience in California. All of the firms interviewed have low-income housing tax credit experience.

The following are the rankings from the interview panel of the firms:

- (1) Novogradac & Company LLP
- (2) Citrin Cooperman LLP
- (3) Eide Bailly LLP
- (4) Rubino and Company LLP
- (5) Harshwal and Company LLP

Staff recommends Novogradac & Company LLP. Novogradac & Company LLP has worked extensively with Housing Authorities in California and across the United States. They are well versed in annual REAC audit submissions, tax filings to the Internal Revenue Service and Franchise Tax Board and the different federal and local programs that the Housing Authority operates.

Although this contract does not include AHA's low income housing tax credit projects (as they are under the Island City Development umbrella and will have their own Request for Proposals issued for audit and tax work), they will be able to work with the low income housing tax credit project auditors. Furthermore, this audit and tax firm will review the actuarial reports from Nicolay Consulting and consolidate CalPERS pension information into the Housing Authorities financial statements, as well as consolidate the Other Post Employment Benefits Trust that is audited by the trust's auditors.

Note that the standard AHA contract is expected to be used and will only be amended if the bidder(s) made a request to change during the bid process and the changes are acceptable to AHA and AAHC. Novogradac & Company LLP presented their requested change of the AHA contract with their proposal. In the event that we are unable to come to terms with the first placed bidder, we request that the Board of Commissioners authorize AHA staff to negotiate with the second placed bidder, Citrin Cooperman LLP.

Prior to final award, AHA staff plan to complete reference checks. The contract will not be signed until after the bid protest period has passed.

FISCAL IMPACT

The Housing Authority budget includes funding for auditing and tax services for the current fiscal year and there are adequate funds. Future budgets will incorporate sufficient funds to cover years 3 through 5 if AHA chooses to extend the contract for the option period.

CEQA

Not applicable.

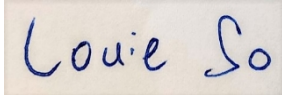
RECOMMENDATION

Authorize the Executive Director or designee to negotiate a two-year contract with Novogradac & Company LLP for audit and tax preparation services for AHA and AAHC, with an option to extend, in the amount not to exceed \$293,500 for the five-year period.

ATTACHMENTS

None

Respectfully submitted,



Louie So, Director of Finance



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: October 20, 2021

Re: Adopt the Resolution to amend the Housing Authority's revised Employee Policies and Procedures Handbook, last revised 12.21.2016, effective 1.8.2017 to adopt revisions to the Vacation Leave policy of the Housing Authority's Employee Policies and Procedures Handbook.

BACKGROUND

The Housing Authority became an autonomous agency in 2012 and adopted new personnel policies that replaced the City's Employee Handbook and the ACEA and MCEA Memorandums of Understanding. In drafting the 2012 Personnel Policies, staff sought guidance from a variety of sources and perspectives, including sample personnel policies from the Housing Authorities Risk Retention Pool (HARRP). Subsequently, Liebert Cassidy Whitmore completed a thorough review of the AHA Personnel Policies to certify legal compliance on November 4, 2014. The entire Employee Handbook was most recently revised and approved on December 21, 2016, though various changes have triggered legal or policy changes since then and have been reproved by the Board.

DISCUSSION

Revisions to the Vacation Leave policy in Part Five: Paid Time Off policies of the Employee Handbook are being brought to the Board for consideration this month. The proposed revisions are being proposed in response to the coronavirus public health emergency.

In April 2020, the Board approved a temporary increase to the vacation leave accrual cap until December 31, 2020, raising it by 60 hours. This change also included Resident Managers and the Executive Director who have separate service contracts. In November 2020, AHA management proposed raising the vacation leave accrual cap by 100 hours over the original cap and extending this through December 31, 2021 as a number of employees were close to or expected to exceed the accrual cap due to travel



limitations; this change was also approved. As the pandemic has continued, some staff have not been able to take sufficient vacation leave to bring their balances down. A review of leave accruals shows that seven staff (approximately 14% of employees) are projected to be at or over the original vacation cap of 250 hours (or their contracted cap) in early January, even after planned time off over the holidays is accounted for. It is to AHA's benefit to provide flexibility in the timing of vacation leave use, rather than having multiple staff take time off just so they do not cease accruing leave, particularly during the upcoming holiday periods when staffing is already light, so management and customer service functions can be planned for and maintained.

Due to the protracted nature of the pandemic and the uncertainty about when travel will resume at pre-pandemic levels, management is proposing a tiered return to the original vacation cap of 250 hours. The proposed policy, which has been reviewed by Liebert Cassidy Whitmore, includes an extension of the current additional 100 hours (to 350 hours) to the vacation cap through the end of the 2022 calendar year. At that time, beginning in January 2023, the vacation cap would be reduced by 50 hours, followed by a second reduction of 50 hours in January 2024, at which point, the accrual cap would be at the original level of 250 hours. That accrual cap would then be in place going forward. These tiered changes in the accrual cap will also apply to the Executive Director and Resident Managers, whose contracts have different accrual limits.

In November 2020, management proposed eliminating the Vacation Pay-Out policy included in the Employee Handbook. Rather than eliminating the policy, the Board requested additional background and information about alternatives to the current policy; this information was presented in December 2020. Direction was received to review potential policies and return with any proposed policy. Management has reviewed and consulted with Liebert Cassidy Whitmore on available policy options. The one available option that avoids imposing significant tax implications to all employees, regardless of whether or not they participate in the cash-out program, is consistent with what was presented in December 2020. In this type of policy, employees elect, in the current calendar year, how much vacation they want to cash out in the subsequent year. This election must be irrevocable, and only leave accrued during the calendar year when the cash-out occurs is eligible to be cashed out. AHA management has worked on drafting such a policy, and has found that significant administrative time would be required to administer this type of policy, including determining eligibility to participate and available leave balances at the time of cash-out(s), along with educating employees about how the policy works and potentially requiring changes to the payroll system to allow for electronic administration and reporting. Given that fewer than 7.5% of employees participated in the current Vacation Pay-Out policy when it was offered in past years, and only two of those employees are current employees, management is not recommending adoption of a revised Vacation Pay-Out policy at this time. Additionally, a vacation pay-out opportunity will not be offered this calendar year, and when the next full revision of the Employee Handbook is brought to the Board, a recommendation to eliminate the current Vacation Pay-Out policy will be part of those proposed changes. Should the Board provide direction that a pay-out option should be provided to employees, management will return in November with a proposed policy

that meets regulatory guidelines, in time for this to be offered in calendar year 2021.

FISCAL IMPACT

There will be some additional vacation leave liability to account for in calendar years 2021, 2022, and 2023 if the increase to the vacation cap is approved, as vacation leave may be used at higher salary levels (due to step increases and COLA's) and vacation leave balances are paid out at the time of separation. There will be no vacation pay-out, however, which would have resulted in additional cash payments to employees in calendar year 2021 had this been offered.

CEQA

Not applicable to this item.

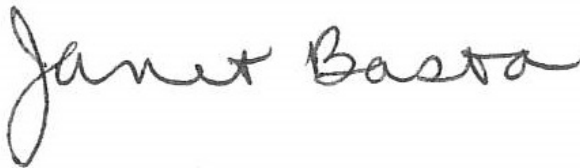
RECOMMENDATION

Adopt the Resolution to amend the Housing Authority's revised Employee Policies and Procedures Handbook, last revised 12.21.2016, effective 1.8.2017 to adopt revisions to the Vacation Leave policy of the Housing Authority's Employee Policies and Procedures Handbook.

ATTACHMENTS

1. Attachment 1 Vacation Leave eff 10.21.2021
2. Attachment 2 Reso-Amend Employee Handbook 2021.10.21

Respectfully submitted,

A handwritten signature in dark ink, reading "Janet Basta". The signature is written in a cursive, flowing style. The first name "Janet" is written with a large, looped 'J' and the last name "Basta" follows in a similar cursive script.

Janet Basta, Director of Human Resources and Operations

PART FIVE: PAID TIME OFF

Attachment 1

Vacation Leave

The Housing Authority provides paid vacation time to regular full-time employees and part-time employees so that they may take time off to relax, recuperate and recharge.

Accrual

Vacation leave is earned by eligible full-time regular employees in accordance with years of service. Vacation credit is accrued to each eligible employee beginning with the first day of regular employment up to a maximum yearly accrual according to the following schedule:

MAXIMUM VACATION ACCRUAL					
Years of Service	Paid Days of Vacation	Years of Service	Paid Days of Vacation	Years of Service	Paid Days of Vacation
1 through 4	10	12	18.5	19	22
5	15	13	19	20	22.5
6	15.5	14	19.5	21	23
7	16	15	20	22	23.5
8	16.5	16	20.5	23	24
9	17	17	21	24	24.5
10	17.5	18	21.5	25 or more	25
11	18				

The Executive Director may grant an increase in the annual maximum accrual up to a total of 20 working days of vacation with pay upon employment to recognize previous applicable experience. The employee shall continue to earn an additional 0.5 working days of vacation per year for every year completed up to the maximum accrual of 25 days.

Regular part-time employees will accrue a pro-rata leave balance based upon actual hours worked. No other classification of employees earns paid vacation time.

Employees on Leave without Pay status do not earn vacation leave. Employees who are on paid leave will continue to earn vacation leave, though the amount earned will be prorated based on the number of hours the employee is being paid by AHA from the employee's accrued leave.

No employee may have an accrued vacation bank of more than 250 hours at any time. In 2020, the Housing Authority increased the accrued vacation bank cap from 250 hours to 350 hours. Moving forward, the Housing Authority will gradually reduce the accrued vacation cap down so that no employee may have an accrued vacation bank of more than 250 hours at a time.

The gradual reduction of the accrued vacation cap will proceed as follows. From December 1, 2020 January 1, 2022 through December 31, 2021 2022, the vacation accrual cap shall be raised maintained at the temporary raise to the accrual cap of by 350 100 hours, so that employees can continue to accrue a maximum of 350 hours during this time period. Once the employee hits

the cap, no additional vacation will accrue until the employee takes sufficient vacation to bring his/her vacation bank below the cap. ~~Any accrued unused vacation time will be rolled over into the following year, up to the cap.~~ From January 1, 2023 through December 31, 2023, the accrual cap will be reduced by 50 hours, to 300 hours. Once the employee hits the cap, or continues to maintain a prior existing balance that exceeds the cap, no additional vacation will accrue until the employee takes sufficient vacation to bring his/her accrued vacation balance below the cap.

Effective January 1, 2024, the vacation accrual cap will be reduced again by 50 hours to 250 hours. This reduction will be subject to the same rules outlined above. Once the employee hits the cap, or continues to maintain a prior existing balance that exceeds the cap, no additional vacation will accrue until the employee takes sufficient vacation to bring his/her accrued vacation balance below the cap.

Any accrued unused vacation time will be rolled over into the following year, up to the cap. If an employee has accrued more than ~~250~~ 300 hours on December 31, 202~~2~~4, the accrued unused vacation time will be rolled over into the following year but no additional vacation will be accrued until the balance of vacation leave is below the cap of ~~300~~ 250 hours that will be in place effective January 1, ~~2022~~2023. If an employee has accrued more than 250 hours on December 31, 2023, the accrued unused vacation time will be rolled over into the following year but no additional vacation will be accrued until the balance of vacation leave is below the cap of 250 hours that will be in place effective January 1, 2024.

Scheduling

For newly hired probationary employees, no accrued vacation time can be taken until three months after the first day of employment.

All vacation time must be requested and approved in advance through the electronic timekeeping system and according to the guidelines below:

<u>Amount of Vacation Leave Requested</u>	<u>Advance Notice Required</u>
2 days or less	2 business days
3 or 4 days	5 business days
5 days or more	10 business days

The only exceptions to the above will be when time off is required for unforeseen or emergency circumstances. Due to the impact of unplanned time off on Agency operations, supervisors may require documentation of the need for unforeseen or emergency leaves, particularly when this occurs frequently or an employee has a pattern of poor attendance.

All approvals for vacation leave requests are subject to the availability of adequate leave at the time of leave usage. Employees are not generally entitled to time off without pay unless authorized by law, Housing Authority policy, or by authorization of the Executive Director. Accordingly, employees who do not have adequate vacation leave available for their approved time off may be required to modify the request to conform with the employee's available balance of vacation leave or cancel their requests. Employees are encouraged to plan ahead and monitor their leave balances to ensure they have enough paid leave to cover any planned time off.

Vacation leave will be scheduled at times mutually convenient to the Housing Authority and employee. Employees are encouraged to submit their requests as early as possible; requests for vacation leave will be considered up to 12 months in advance and are generally handled on a first come, first served basis. However, to facilitate scheduling during periods when it is anticipated that multiple employees may request time off (e.g., 4th of July or December holiday periods), AHA may, at its sole discretion, notify employees of a designated timeframe that requests for these times must be submitted for consideration. In the case of conflicting requests, the supervisor will talk with the employees to try to work out a mutually-agreeable arrangement. If that cannot be done, priority for leave will be based on seniority. Department Directors may establish separate guidelines for the number of employees and types of positions that can be on vacation concurrently to ensure adequate coverage of their department's work functions.

Requests to cancel vacation leave of five days or more must be submitted no less than three business days in advance of the date that the leave was to commence, and must be approved by the employee's supervisor. The supervisor and/or the Agency reserve the right to require an employee to use requested vacation leave, particularly in cases where other staffing arrangements have been made to cover the employee's time off.

Sick Leave During a Scheduled Vacation Period

An employee who is ill or injured while on vacation may be able to use accumulated paid sick leave, if any, instead of paid vacation upon presentation of satisfactory medical documentation to his/her supervisor.

Payment

The Housing Authority does not make any advance payments of vacation time (i.e., employees will not be paid for vacation time before it is accrued). AHA strongly recommends that employees arrange for direct deposit of his/her pay checks so that vacation pay that is requested in advance through the timekeeping system can be automatically paid and deposited. No responsibility can be taken by AHA for live checks provided to an employee.

Vacation Pay-Out

The Housing Authority encourages employees to use their accrued vacation time. Employees may, however, request to receive a vacation pay-out for some of their accrued and unused vacation in lieu of taking paid time off work. Vacation pay-out is limited to 60 hours in any calendar year under this policy, and employees who request a vacation pay-out are required to have 80 hours of vacation leave remaining after the pay-out. The Executive Director shall determine the time(s) that vacation pay-out is offered. Additional criteria include:

- Vacation pay-out is available to full-time regular employees who have completed their probationary period; no other employees are eligible to participate in this program.
- Employees who wish to sell vacation leave must have used a minimum of 60 hours of vacation leave in the prior 15 months.
- Vacation pay-out requests must be in one hour increments.
- An employee may request a vacation pay-out no more than one time per calendar year, even in the event that the Executive Director offers an opportunity for vacation pay-out more than one time in the year.
- Vacation pay-out is a final transaction, i.e., vacation leave may not be reinstated once it has been paid out to the employee.

Vacation Pay at Termination

Upon termination of employment, employees will be paid for any accrued and unused vacation at his or her rate of pay at the time of separation, and will be paid on the next regular pay date.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.*_____

ADOPT REVISED VACATION LEAVE POLICY

WHEREAS, the Housing Authority Board of Commissioners adopted the AHA Personnel Policies April 12, 2012; and

WHEREAS, the Housing Authority Risk Retention Pool (HARRP) provided a model for the personnel policies; and

WHEREAS, Liebert Cassidy Whitmore completed a thorough review of the AHA Personnel Policies and certified legal compliance at both the state and federal levels on November 4, 2014; and

WHEREAS, Liebert Cassidy Whitmore completed a thorough review of the proposed revisions to the AHA Personnel Policies dated 12.21.2016 and has certified legal compliance of the policies at the state and federal levels;

WHEREAS, The Board of Commissioners of the Housing Authority of the City of Alameda adopted the revised Employee Policies and Procedures Handbook re. 12.21.2016, eff. 1.8.2017;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Alameda hereby approves and adopts the revised Vacation Leave policy effective 10.21.2021 reflecting changes to the vacation accrual cap for inclusion in the Employee Policies and Procedures Handbook rev. 12.21.2016, eff. 1.8.2017.

ATTEST:

Carly Grob, Chair
Board of Commissioners

Vanessa M. Cooper
Secretary

Adopted: _____



Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: October 20, 2021

Re: Discussion and Possible Adoption of Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Commissioners Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

BACKGROUND

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act. All provisions of Executive Order N-29-20 concerning the conduct of public meetings via teleconferencing expired on September 30, 2021.

DISCUSSION

Assembly Bill 361(Chapter 165,Statutes of 2021) (AB 361) was signed into law by the Governor on September 16, 2021, and went into effect immediately. It amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology after the September 30, 2021 expiration of the current Brown Act exemptions as long as there is a "proclaimed state of emergency" by the Governor. This allowance also depends on state or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees. Though adopted in the context of the pandemic, AB 361 will allow for virtual meetings during other proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk. AB 361 will sunset on January 1, 2024.

AB 361 requires the following to continue to conduct teleconferenced meetings:



1. Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment remotely.
2. The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to “address the legislative body directly.” The Housing Authority does not have to provide an in-person option for the public to attend the meeting.
3. The meeting must be conducted “in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.”
4. If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved, even if this means stopping the meeting at that point and continuing all remaining items.
5. The Board of Commissioners cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.
6. Reasonable time for public comment must be provided. If the Board provides a timed public comment period, the public comment period must be left open until the time expires.
7. All votes must be taken by roll call.
8. The Board of Commissioners must approve a resolution making findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter to continue to conduct teleconference meetings under AB 361. The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend social distancing.

In light of AB 361, the continuing COVID-19 State of Emergency declared by the Governor, the continuing Local Emergency declared by the City of Alameda, the continuing recommendations by the County of Alameda Health Officer of social distancing as a mechanism for preventing the spread of COVID-19, and the continued threats to health and safety posed by indoor public meetings, staff recommends the Board of Commissioners adopt the proposed Resolution making the findings required to initially invoke AB 361.

The procedures currently set up for Board of Commissioners' meetings, which provide public attendance and comment through a call-in or internet-based service option, satisfy the requirements of AB 361. The Executive Director, or designee, will work with the Board to ensure that meeting procedures for all teleconferenced meetings comply with AB 361. Continued reliance will require the Board of Commissioners to adopt a new resolution making required findings every 30 days.

FISCAL IMPACT

None.

CEQA

N/A

RECOMMENDATION

Adopt Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Commissioners Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

ATTACHMENTS

1. DRAFT RESOLUTION No. 1018 - AB 361 Resolution
2. AB 361.pdf 2021

Respectfully submitted,



Vanessa Cooper, Executive Director

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. 1018

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR OF THE STATE OF CALIFORNIA ON MARCH 4, 2021, AND MAKING FINDINGS AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF COMMISSIONERS PURSUANT TO BROWN ACT PROVISIONS, AS AMENDED BY ASSEMBLY BILL NO.

361

WHEREAS, the Housing Authority of the City of Alameda ("Housing Authority") is committed to preserving and nurturing public access and participation in meetings of the Board of Commissioners; and

WHEREAS, all meetings of the Housing Authority's Board of Commissioners are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Housing Authority's Board of Commissioners conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist within the jurisdiction of the Housing Authority which includes the City of Alameda, specifically, on March 17, 2020 the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, as a result of the COVID-19 pandemic the California Department of Health and the Health Officer of the County of Alameda continue to recommend measures to promote social distancing. Additionally, On March 17, 2020, in response to the COVID-19 pandemic, the City Council of the City of Alameda, declared a local emergency as set forth in Ordinance No. 3267; and

WHEREAS, the Board of Commissioners does hereby find that the COVID-19 pandemic has caused, and will continue to cause, imminent risk to the health and safety of attendees meeting in person for a Board of Commissioners' meeting, and the COVID-19 pandemic has caused conditions of peril to the safety of persons within the jurisdiction of the Housing Authority that are likely to be beyond the control of services, personnel, equipment, and facilities of the Housing Authority, and desires to ratify the proclamation of a local emergency by the City of Alameda, ratify the proclamation of a state of emergency by the Governor of the State of California and ratify the California Department of Health and the Health Officer of the County of Alameda's recommended measures to promote social distancing; and

WHEREAS, as a consequence of the local emergency and state of emergency the Board of Commissioners does hereby find that the Board of Commissioners of the Housing Authority shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Board of Commissioners shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Government Code section 54953; and

WHEREAS, when holding teleconferenced meetings under abbreviated teleconferencing procedures permitted under the Brown Act, the Housing Authority will ensure access for the public by complying with all requirements set forth in Government Code section 54953(e), including, but not limited to, giving notice of the meeting and posting agendas, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Reconsideration. The Board hereby reconsiders the circumstances of the state of emergency.

Section 3. Ratification of the City of Alameda's Proclamation of a Local Emergency. The Board hereby ratifies the City of Alameda's proclamation of a Local Emergency as set forth in Ordinance No. 3267 adopted on March 17, 2020.

Section 4. Ratification of the California Department of Health and the Health Officer of the County of Alameda's recommended measures to promote social distancing. The Board hereby finds that state and local officials continue to recommend measures to

promote social distancing. The Board further hereby ratifies the California Department of Health and the Health Officer of the County of Alameda's recommended measures to promote social distancing and finds that, as a result of the state of emergency, meeting in person would present imminent risk to the health or safety of attendees.

Section 5. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020, and hereby finds that the state of emergency continues to directly impact the ability of the Board of Commissioners and members of the public to meet safely in person.

Section 6. Remote Teleconference Meetings. The Housing Authority's Executive Director, and designee, and the Board of Commissioners are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continued teleconferencing and conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 7. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the adoption of this Resolution, or, (ii) such time as the Board of Commissioners adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Commissioners of the Housing Authority may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the City of Alameda this _____ day of _____, 20____, by the following vote:

AYES: _____ NOES: _____ ABSETENTIONS: _ ABSENT: ____

ATTEST:

Vanessa M. Cooper
Secretary Board of Commissioners

Carly Grob
Chair

Adopted: _____

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.