



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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## IF YOU WISH TO ADDRESS THE BOARD:

1. Please file a speaker's slip with the Executive Director, and upon recognition by the Chair, approach the rostrum and state your name. speakers are limited to 3 minutes per item.
2. If you need special assistance to participate in the meetings of the City of Alameda Housing Authority Board of Commissioners, please contact (510) 747-4325 (TTY/TRS: 711) or [vmondo@alamedahsg.org](mailto:vmondo@alamedahsg.org). Notification 48 hours prior to the meeting will enable the City of Alameda Housing Authority Board of Commissioners to make reasonable arrangements to ensure accessibility.

## **AGENDA**

**SPECIAL MEETING OF THE BOARD OF COMMISSIONERS AND  
JOINT MEETING OF THE HOUSING AUTHORITY OF THE CITY OF  
ALAMEDA AND THE ALAMEDA AFFORDABLE HOUSING  
CORPORATION**

## **DATE & TIME**

**Wednesday, June 24, 2020 –  
Closed Session – 6:00 p.m.  
Special Meeting – 7:00 p.m.  
A.A.H.C. Meeting – 7:01 p.m.  
Closed Session Continued – 7:02 p.m. (Additional Time If Needed)**

## **LOCATION**

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

Public access to this meeting is available as follows:

### **Join Zoom Meeting:**

<https://us02web.zoom.us/j/712615292?pwd=TURMeVBvc21Qa3NTbUtSRU9RUJR6dz09>



Meeting ID: 712 615 292

Password: 106371

**One Tap Mobile:**

+1-408-638-0968, 712615292# US (San Jose)

+1-669-900-6833, 712615292# US (San Jose)

Meeting ID: 712 615 292

Find your local number: <https://zoom.us/j/712615292>

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 [vmondo@alamedahsg.org](mailto:vmondo@alamedahsg.org) and [vcooper@alamedahsg.org](mailto:vcooper@alamedahsg.org) prior to or during the Board of Commissioners meeting.

Call and leave a message at (510) 846-0952.

Public Participation

Anyone wishing to address the Board on agenda items or business introduced by Commissioners may speak for a maximum of five minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Housing Authority Executive Director if you wish to address the Board of Commissioners.

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners
2. Public Comment (Non-Agenda)
3. Closed Session – 6:00 p.m. – Adjournment to Closed Session to Consider:
  - 3-A. Closed Session: Purpose: Conference with legal counsel – anticipated litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(b): one potential case.
  - 3-B. Closed Session pursuant to Government Code Section 54956.8, Conference with Real Property Negotiators. Property: Assessor's Parcel Numbers 74-451-1-8; Authority Negotiators: Vanessa Cooper and Cynthia Alvarez; Negotiating Parties Lincoln Avenue Capital LLC; Under Negotiation: Price and Terms of Payment.
4. Adjournment of Closed Session
5. RECONVENE SPECIAL MEETING – 7:00 p.m.



6. Announcement of Action Taken in Closed Session, if any.
7. Public Comment (Non-Agenda)
8. CONSENT CALENDAR
  - Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.
  - 8-A. Approve Minutes of the Board of Commissioners Meeting held May 20, 2020 – **Page 1**
  - 8-B. Accept the Monthly Overview Report for Operations/H.R./I.T. – **Page 8**
  - 8-C. Accept the Monthly Overview Report for the Housing Programs Department – **Page 13**
  - 8-D. Accept the Monthly Overview Report for the Alameda Rent Program – **Page 19**
  - 8-E. Accept the Monthly Overview Report for Property Operations – **Page 23**
  - 8-F. Accept the Monthly Overview Report for Housing & Community Development – **Page 31**
  - 8-G. Accept the Monthly Development Report for North Housing – **Page 34**
  - 8-H. Accept the Monthly Overview Report on Procurement – **Page 36**
  - 8-I. Accept the Finance and Budget Variance Report for July 1, 2019 through April 30, 2020 – **Page 38**
  - 8-J. Approve the Executive Director or Designee to Negotiate and Enter into a Landscaping Contract Between the Housing Authority and Banksia Landscape in the Amount Not To Exceed \$352,686 for a 5 total years (3 Years, Plus Two One-Year Renewal Options) – **Page 56**
  - 8-K. Receive and file a lease between the Housing Authority of the City of Alameda the owner, G&L 1x Marina Village Office Park and the sublessee LP/ [24]7.ai, Inc. for the property located at 1101 Marina Village Pkwy, Alameda, CA 94501 APN: 74-1334-64 – **Page 67**
  - 8-L. Accept a Report on the Delegation of Authority to the Executive Director, or Designee, to Exercise Emergency Powers During the Local Public Health Emergency – **Page 68**
  - 8-M. Accept an Update on the Alameda City Council Referral from October 15, 2019 – **Page 70**
9. AGENDA
  - 9-A. Adopt the Authoring Resolution for the Ground Lease, Seller and Cash Loans, and Financing and Ownership Structure for Rosefield Village, and Authorize a Predevelopment Loan Increase to \$3,100,000 to Island City Development – **Page 74**
  - 9-B. Recommendation to Authorize the Executive Director to Approve a Three-Year Service Agreement between the City of Alameda and the Housing Authority of the City of Alameda, for FY 2020-21 through FY 2022-23, to Administer the Rent



Control Ordinance (Ordinance No. 3250) and Implementing Regulations for the City of Alameda's Rent Program – **Page 99**

- 9-C. Provide Direction to Staff on a First Amendment to the Services Agreement for Fiscal Years 2019-2020, 2021-2022 and 2022-2023 between the City of Alameda and the Housing Authority of the City of Alameda Amending the Scope of Work and Budget to Return Administration of Certain Services Including the Community Development Block Grant and HOME Programs back to the City, and Extending the Term of the Services Agreement to June 30, 2023 – **Page 151**
- 9-D. Approve the Schedule of Authorized Positions and Adopt the Corresponding Resolution to Adopt a Revised Pay Schedule – **Page 188**
- 9-E. Adopt the Resolution to Approve the Housing Authority's One Year Budget for Fiscal Year July 1, 2020 to June 30, 2021 – **Page 194**
- 10. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
- 11. COMMISSIONER COMMUNICATIONS (Communications from the Commissioners)
- 12. Alameda Affordable Housing Corporation Meeting  
  
Alameda Affordable Housing Corporation Meeting (The Board of Commissioners of the Housing Authority of the City of Alameda serving in their capacity as Board of Directors of the Alameda Affordable Housing Corporation)
- 13. Public Comment (Non-Agenda)
- 14. AAHC AGENDA
- 14-A. Accept Annual Report and Audited Financial Statements for the Housing Authority of the City of Alameda Showing AAHC's Financials as a Blended Component Unit – **Page 209**
- 14-B. Accept Report on the Federal and State Tax Returns for the Fiscal Year Ending June 30, 2019 – **Page 212**
- 14-C. Approve the AAHC One-Year Operating and Capital Budget for Fiscal Year July 1, 2020 to June 30, 2021 – **Page 260**
- 15. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
- 16. Announcement of Action Taken in Closed Session, if any.
- 17. ADJOURNMENT





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Note

- If you need special assistance to participate in the meetings of the Housing Authority of the City of Alameda Board of Commissioners, please contact (510) 747-4325 (TTY/TRS: 711) or [vmundo@alamedahsg.org](mailto:vmundo@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.
- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Commissioners exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist the Housing Authority's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Housing Authority accommodate these individuals.



DRAFT MINUTES

**REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
HELD WEDNESDAY MAY 20, 2020**

Due to temporary changes in the Brown Act, a zoom meeting link and call-in number were provided to the public.

The Board of Commissioners Meeting was called to order at 6:02 p.m. via a zoom online conference call.

PLEDGE OF ALLEGIANCE

Did not take place as the Board of Commissioners Meeting took place via zoom conference call.

1. ROLL CALL - Board of Commissioners

Present: Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Rickard, and Commissioner Weinberg

Absent: Commissioner Hadid and Commissioner Kay (joined meeting late)

2. Public Comment (Non-Agenda)

None.

Chair Kurrasch announced that the Board of Commissioner will take the Closed Session items in the following order:

Closed Session Item 3-B, now Item 3-A

Closed Session Item 3-C, now Item 3-B

Closed Session Item 3-A, now Item 3-C

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

3-A. Performance Review and Goal Setting for the Executive Director

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

Property Location: 1101 Marina Village Pkwy, Alameda, CA 94501



APN: 74-1334-64

Agency Negotiation: Vanessa Cooper, Executive Director, Cynthia Alvarez, Deputy Executive Director

Negotiating Parties: Housing Authority of the City of Alameda and G&L 1x Marin Village Office Park, LP

Property Owner: G&L 1x Marin Village Office Park, LP/ [24]7.ai, Inc.

Under Negotiation: Property Negotiations of Sublease, rent and terms of payment

- 3-C. Conference with Legal Counsel-Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: One potential case
- 4. Adjournment of Closed Session
- 5. RECONVENE REGULAR MEETING – 7:01 p.m.
- 6. Announcement of Action Taken in Closed Session, if any.

Chair Kurrasch stated that during the Closed Session, there was discussion the Board of Commissioners gave direction on the reordered items 3-A (previously 3-B) and 3-B (previously 3-C), and the Board will go back in to Closed Session at the end of the Regular Board of Commissioners meeting to finish the discussion on the new item 3-C (previously 3-A).

- 7. Public Comment (Non-Agenda)

None.

8. CONSENT CALENDAR

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

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

Commissioner Rickard moved to accept the motion and Commissioner Grob seconded the motion. This meeting took place via zoom conference, so a roll call vote was taken; all were in favor and the motion passed unanimously:

Yes:	6	Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
Absent:	1	Commissioner Hadid

- \*8-A. Approve Minutes of the Board of Commissioners Meeting held April 15, 2020
- \*8-B. Accept the Monthly Overview Report for Operations/H.R./I.T.
- \*8-C. Accept the Monthly Overview Report for the Housing Programs Department
- \*8-D. Accept 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 & Community Development
- \*8-G. Accept the Monthly Development Report for Rosefield Village
- \*8-H. Accept the Monthly Development Report for North Housing
- \*8-I. Accept the Finance and Budget Variance Report for March 31, 2020
- \*8-J. Accept the Quarterly Investment Report for Period Ending March 31, 2020
- \*8-K. Receive and file a lease between the Housing Authority of the City of Alameda the owner, G&L 1x Marina Village Office Park and the sublessee LP/ [24]7.ai, Inc. for the property located at 1101 Marina Village Pkwy, Alameda, CA 94501 APN: 74-1334-64: Note, lease was not ready for the Board meeting, so a lease was not received and filed.
- \*8-L. Accept a Report on the Delegation of Authority to the Executive Director, or Designee, to Exercise Emergency Powers During the Local Public Health Emergency and Approve a Certain Changes in the Use of Sick Leave and Vacation Accruals Leave Related to the Current Health Crisis
- \*8-M. Accept Proposed Revisions to the Housing Authority Information Technology Policy
- \*8-N. Approve One-time Changes to the 2014 Employment Contract with the Executive Director Due the Current Health Crisis
- \*8-O. Approve Outside Employment of Executive Director, per 2014 Employment Contract Between the Board of Commissioners and Vanessa Cooper
- \*8-P. Accept the Monthly Overview Report on Procurement

## 9. AGENDA

- 9-A. Authorize the Executive Director or Designee to Implement Waivers for the Section 8 Program as Necessary

Ms. Tonya Schuler-Cummins, Senior Management Analyst, explained that AHA was able to implement different waivers as issued by HUD in a recent notice, but some have additional requirements in the implementation. Staff is not required to come before the Board to receive Board approval on such implementations; however, staff would like the Board to be aware of what is taking place. Due to the current health situation, AHA is allowed to delay HQS inspections until October 2020, but staff will continue to perform HQS inspections on vacant units. AHA can also skip verification hierarchy steps and staff continues to document if steps need to be skipped.

Ms. Schuler-Cummins explained that staff will implement the waiver on SEMAP but will continue to conduct file audits. In the case of some waivers, it is unclear if they will be needed yet, but staff can implement them at a later date. One example is that staff can extend participation in the FSS program if a graduation date comes up during a certain period. A couple of the other waivers which may possibly be used are described in the memo before the Board, and Ms. Schuler-Cummins explained potential waivers.

Chair Kurrasch, asked about the waivers that are needed and possibly not needed and Ms. Schuler Cummins explained that the SEMAP and HQS Inspections will be used, but the other waivers are potential waivers.

Vice Chair Tamaoki asked if the issue of not being able to enter a tenant unit has been an issue for AHA and asked if the current health situation has created practical future



problems. Ms. Vanessa Cooper, Executive Director, commented that in terms of AHA managed properties, staff still goes into vacant units and provides emergency maintenance in occupied units; however, if a member of the AHA maintenance team enters an occupied unit, the worker has to be dispatched by the Executive Director or Deputy Executive Director. There are also precautions in place such as the tenant stepping outside the unit or quarantining themselves in another room while staff is in the unit. Ms. Cooper commented that there will most likely be catchup work and a backlog after current health situation orders change and things normalize, but this has not been an issue for AHA thus far.

Commissioner Weinberg asked if AHA is adjusting the budget because of a backlog in maintenance and Ms. Cooper explained that JSCo will have to tackle the units which have transitioned to the third party management portfolio and AHA will work with JSCo to smooth the process. Ms. Cooper continued explaining that AHA has received additional Admin Fee. There are also most likely a backlog of income increases/decreases, household composition, etc. changes and the additional Administrative Fee funds will help AHA to cover some costs. Staff will work to have additional costs reflected in the Budget which will be presented at the June Board of Commissioners meeting.

Vice Chair Tamaoki moved to accept the motion and Commissioner Grob seconded the motion. This meeting took place via zoom conference, so a roll call vote was taken; all were in favor and the motion passed unanimously:

Yes:	6	Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
Absent:	1	Commissioner Hadid

- 9-B. Approve a Revised Procurement Policy and Adopt a Housing Authority Resolution: a) Electing Under Public Contract Code Section 22030 to Become Subject to the California Uniform Public Construction Cost Accounting (Act) Procedures and the Uniform Construction Cost Accounting Commission’s Cost Accounting Policies and Procedures Manual Effective July 1, 2020 I; b) Authorizing the Executive Director to Notify the State Controller of the Election; and c) Approving the Revised Housing Authority Procurement Policy, Including all Attachments

Ms. Cooper commented that the this is a major feat which has been completed, and the senior management team and legal have both reviewed the revised Procurement Policy before the Board.

AHA plans to roll out online training for staff and will eventually have in-person training. Staff is before the Board to adopt a resolution as well as get approval to have the Executive Director notify the state that the California Uniform Public Construction Cost Accounting (Act) Procedures has been approved. This will allow AHA to process minimal contracts which will not go out to prevailing wage. Ms. Cooper explained that in the process of revising the AHA policy, the procurement procedures of other PHAs were reviewed and have been incorporated into the document before the Board.



Ms. Cooper commented that this is a cleanup item and if there are minor edits or changes down the road, the policy will come back before the Board for approval.

Vice Chair Tamaoki moved to accept the motion and Commissioner Grob seconded the motion. This meeting took place via zoom conference, so a roll call vote was taken; all were in favor and the motion passed unanimously:

Yes:	6	Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
Absent:	1	Commissioner Hadid

- 9-C. Accept a Presentation and Discussion on AHA's Obligation and Options to Prefund Pension Liabilities and Provide Direction to Staff on Pre-funding of the Pension Liability Direct staff to take one of three actions: (a) Keep AHA funds in an Internal Service Fund (b) Approve a Payment of Up to \$1,000,000 to CalPERS by June 30, 2020 or (c) Create Irrevocable Supplemental Trust (IRC Section 115 Trust) by June 30, 2020 with a \$1,000,000 seed payment and select an investment Rate of Return of 4%

Ms. Cooper commented that this is the third time this discussion is coming back before the Board and explained that a presentation is available if the Board would like to review it, but there can also be discussion regarding the presentation and time for answering questions. Ms. Cooper commented on the June 2019 Board of Commissioners meeting and talked through the different funding options, and where AHA is positioned funding wise for the unfunded pension liability.

Ms. Cooper explained that about 4 years ago, one million dollars was paid to CalPERS as an additional contribution towards the unfunded liability; and the presentation before the Board tonight is to move forward with next steps.

Vice Chair Tamaoki commented the importance for AHA to demonstrate commitment to those that have worked for the AHA and earned a pension. Vice Chair Tamaoki directed attention to the three options before the Board and explained making a million-dollar payment to a hard-fresh start and how AHA could enter into an agreement with CalPERS where payment modifications could be made. Vice Chair Tamaoki explained that he supports the soft-fresh start payment option which would allow for more flexibility. Paying the pension liability will require AHA to make varying payments, and the soft-fresh start option will allow AHA to contribute what is feasible in the contribution pace AHA can handle.

Chair Kurrasch reflected on the past presentation and agreed with Vice Chair Tamaoki. Commissioner Rickard agreed with Chair Kurrasch's recollection and voiced agreement with Vice Chair Tamaoki's recommendation.

Vice Chair Tamaoki moved to amend Option B to a "Soft-Fresh Start Option" and approve payment of up to 1 million dollars under the Soft-Fresh option. Commissioner Weinberg





seconded the motion. This meeting took place via zoom conference, so a roll call vote was taken; all were in favor and the motion passed unanimously:

Yes:	6	Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
Absent:	1	Commissioner Hadid

9-D. Accept an Update on the Alameda City Council Referral from October 15, 2019 and Appoint an Ad Hoc Committee of the Board to Work with Staff in Addressing These Issues

Ms. Cooper commented on what has been completed in the past and explained that staff is still working through the process but would like to discuss an ad hoc committee of the Board to help staff in addressing issues. Input from the Board on this committee would be helpful, and that ability for staff to come back to the committee to gain feedback on next steps or moving forward would be beneficial.

Commissioner Kay added that if staff would like a tenant member, she would like to be on the Committee. Vice Chair Tamaoki commented that he would like to continue his involvement and it was mentioned that if anyone else is interested in joining the Committee, they should reach out to Chair Kurrasch or Ms. Cooper.

Commissioner Grob moved to accept the motion and Commissioner Weinberg seconded the motion. Due to the nature of creating an ad hoc committee and because this meeting took place via zoom conference, so a roll call vote was taken; all were in favor and the motion passed unanimously:

Yes:	6	Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
Absent:	1	Commissioner Hadid

9-E. Establish a Nominating Ad Hoc Committee for the Appointment of the Chair and Vice Chair of the Board of Commissioners for the Period of July 1, 2020 - June 30, 2021

Ms. Cooper explained that this item comes before the Board every year around this time and there is an obligation for new Chair and Vice Chair appointments after the July meeting. Generally, the process is to put together an ad hoc committee who gathers interest and returns to the Board in June with appointments.

Ms. Cooper asked if any members of the Board were interested in serving on the ad hoc committee and Chair Kurrasch and Commissioner Grob volunteered. Ms. Cooper commented that unless anyone else would like to add themselves to the committee, the ad hoc committee will consist of 2 members.





Commissioner Kay moved to accept the motion and Vice Chair Tamaoki seconded the motion. This meeting took place via zoom conference, so a roll call vote was taken; all were in favor and the motion passed unanimously:

Yes:	6	Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
Absent:	1	Commissioner Hadid

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

None.

11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Chair Kurrasch gave thanks to Mr. Greg Kats, Director of the Alameda Rent Program, for the great report which was distributed electronically and Mr. Kats commented that he was glad the report was found to be informative and asked if there were any questions. There were no questions.

12. CONTINUATION OF CLOSED SESSION – IF NEEDED

Chair Kurrasch commented that the Board would continue Closed Session and gave the reminder that the next Regular Board of Commissioners meeting is scheduled for June 17, 2020. The Board went back into closed session at 7:40 p.m.

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

The Regular Board of Commissioners meeting reconvened at 8:06 p.m. and Chair Kurrasch commented that the Board gave direction to AHA staff on how to proceed with the remaining closed session item which was previously Item 3-A.

14. ADJOURNMENT

There being no further business, Chair Kurrasch adjourned the meeting at 8:07 p.m.

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Vanessa M. Cooper  
Executive Director/Secretary

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Arthur Kurrasch, Chair  
Board of Commissioners





# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: June 24, 2020

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

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## **BACKGROUND**

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

### Human Resources and Operations

A summary of unfilled positions that are on the Schedule of Authorized positions is presented below. Positions are listed by department, and information about current and recent recruitments is included, including any positions on the current Schedule of Authorized Positions that Management is electing not to fill or that have been outsourced.

<u>Department</u>	<u>Position</u>	<u>Number of Vacant Positions</u>	<u>Recruitment Status</u>	<u>Other Updates</u>
Administration	Management Analyst	1 FTE	One position open due to turnover	Post in June
	Communications Manager	1 FTE	Resuming interviews in June	
	Risk Manager	1 FTE	Recruitment not successful; will repost	
	Executive Assistant	1 FTE	Interviews in June	
Finance		0 FTE		Department is fully staffed



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Housing Programs	Housing Specialist	1 FTE	Position newly vacant	Will be filled in June through internal transfer.
Property Operations	Director of Property Operations	1 FTE	Position newly vacant; will use outside recruiter	Job description being updated
	Facilities Supervisor	1 FTE		Will not fill position
	Assistant Resident Managers: IP and China Clipper	.25 FTE	Initial postings not successful; CC transitioning to JSCo	Security guard at China Clipper & Parrott Village in evenings
Housing and Community Development	Director of Housing Development	1 FTE	Outside recruiter conducting recruitment; interviews in June	
Rent Program	Rent Program Specialist	0 FTE	Position filled	Department fully staffed

Summary: Total FTE's approved for FY 2020: 58.50  
Number of vacancies: 8.25  
Number of active recruitments: 6.00

Significant time continued to be spent during the past month planning for, and addressing, legislative and operational changes that occurred as a result of the current coronavirus public health emergency. For example, protocols have been put in place to assess for symptoms when employees call in sick and to conduct contact tracing as needed, as well as provide guidance to employees regarding return to work status and timelines. Management is exploring additional screening/symptom checking as more employees return to the office. Facilities upgrades continue to be addressed as well, including adjusting of the HVAC system to maximize input of outside air into the system and more frequent changing of high quality filters. Additional changes being considered include installation of touchless plumbing fixtures and a review of small appliance use.

A number of staff are utilizing the new EFMLA leave for child care/school closure issues; currently, 8 staff (16%) are on full-time or intermittent EFMLA leaves, several of which have been extended due to ongoing challenges with securing child care. Management continues to plan for business continuity, including identifying essential tasks and



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personnel, to ensure that critical work can be completed with a reduced number of staff including, in some cases, assigning some specific employees to essential business tasks in other departments up through at least September 30, 2020. Outside consultants and/or staff from temporary agencies may be utilized as needed to address staffing deficits.

Mandatory sexual harassment training was completed in May by utilizing a course in the online training platform Yardi e-learning. While this method of delivery does not allow for interaction with an instructor and Q&A, it does provide the flexibility for staff to complete as their schedule allows and provides an effective way for AHA to meet its mandatory training requirements. Courses for additional new or revised AHA policies and procedures are being developed so the majority of initial and ongoing training can be delivered on-line.

#### Information Technology/Policy/Administration

Beginning this month, this report will include monthly and year to date statistics on Reasonable Accommodation (RA) processing. The table below provides a summary of RA's received and a status report on the processing of the request.

	<b>Number of new submissions in the month</b>	<b>Number still in process</b>	<b>Number closed out (letter sent)</b>	<b>Running total of new submissions</b>	<b>Running total of RAs closed out</b>
January	18	0	18	18	18
February	10	0	10	28	28
March	11	0	11	39	39
April	6	0	6	45	45
May	5	2	3	50	48

The AHA was officially notified in May by HUD that its Housing Choice Voucher program is in Shortfall due to the increases in HAP costs. Most of these increases are caused by the fact that staffing is limited, so staff are focusing on providing participants requested decreases and the increases are not being processed as quickly, which has resulted in a sharp increase in HAP. This is not unique to AHA, but this designation does allow the AHA to apply for shortfall funds under notice 2020-04. It also results in a monthly call with HUD and AHA staff to discuss the situation. During the first call, HUD staff gave AHA permission to continue leasing the new HAP contract at Independence Plaza and authorization to sign awarded a Housing Assistance Payments (AHAP) contract. Subsequently, three AHAPs were signed. One with Eden Housing for the Alameda Point Family site for 17 vouchers. Two were with Rosefield Village as one is for rehabilitation of three units and the other AHAP is for new construction of 20 units.



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Leasing meetings for Eden's Alameda Point Senior Apartments have continued and referrals have finally been received. It is anticipated that the Agreement to Enter into a Housing Assistance Payment (AHAP) Contract will transfer to a Housing Assistance Payments (HAP) Contract in June 2020. The units at Corsair Flats, Eden's name for this phase, have passed the Housing Quality Standards (HQS) inspections, and both Eden and the AHA are working on the eligibility determinations for the referred veterans. This new contract is for 25 Project Based Vouchers (PBV) under the Veteran Affairs Supportive Housing (VASH) Program. Even under shortfall, it is clear that the AHA can sign the HAP for Corsair Flats.

Twenty-one staff members continue to work from home full time or part time; however, remote working options require significant additional daily IT staffing and pose potential additional risks to data integrity and security. .

The IT service tickets for the month of April 2020 are being reported this month. The IT service tickets for April fell primarily into three (3) categories: Routine desktop support, preparing and troubleshooting laptops recently purchased and assigned to employees for teleworking, and server room HVAC issues. We had two (2) tickets where the response time was not correctly measured, which spiked the average response time to 5.00 hours. Disregarding these outliers, the average response time for April tickets was only about 0.48 hours.

Techordia Service Ticket Requests - April 2020

Type of Service Request	Number of Tickets
Access rights	16
Hardware	42
Software	20
On Boarding / Off Boarding	3
On Site Visits	5
Cyber Security	0
<b>TOTAL:</b>	<b>86</b>

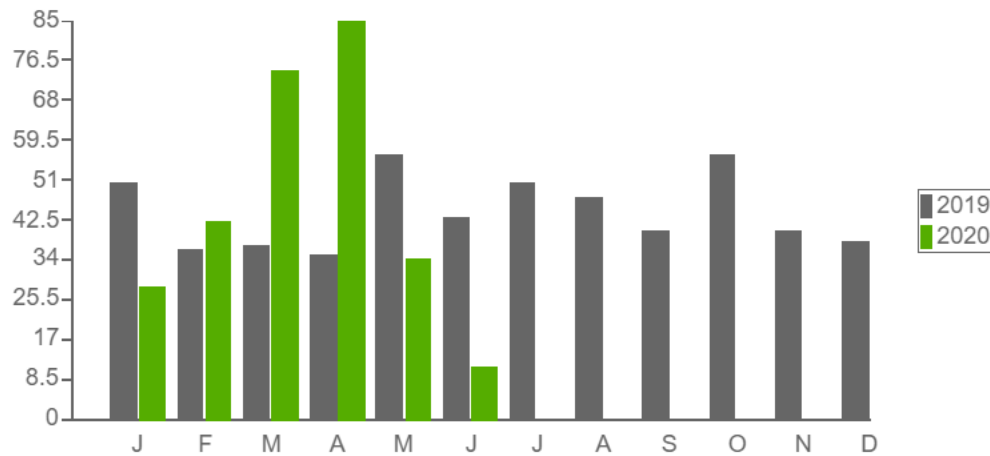
As of 6/2/2020, there have been 274 tickets this year, and, at that time, there were 53 open tickets. As can be seen in the below graph, tickets have decreased. Below is a chart of tickets for year 2019 versus 2020. Techordia continues to support staff remotely, but the twice-a-week onsite visits have continued to be suspended and in office staff are being asked to do basic troubleshooting and take responsibility for their equipment such as changing out printer cartridges.



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020  
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Ticket Totals By Month



The air conditioning unit in the server room was replaced due to the old system not being able to reset itself after a power outage and continuing concerns about the high temperatures in the server room and the possibility of equipment damage.

Over the past few years, staff has been working towards moving systems more online and remote, such as the launch of Rent Café in 2019. In March VENDORCafé, along with an emergency messaging system, was launched. This month, staff launched an interim reporting process for participants in the assisted programs operated by the Housing Programs Department. The program DocuSign was also launched for use to obtain signatures remotely. Staff have continued to work behind the scenes to set-up more online options, which should be launched shortly including a landlord portal, online rent payment by credit cards, and an applicant portal to communicate with applicants.

The IT budget for 2020 will probably be exceeded and it is being expanded for 2021 to include the ongoing costs of the additional online programs to allow vendors, landlords, tenants, and participants to communicate with the Housing Authority online and without in-person meetings.

### **RECOMMENDATION**

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

Respectfully submitted,

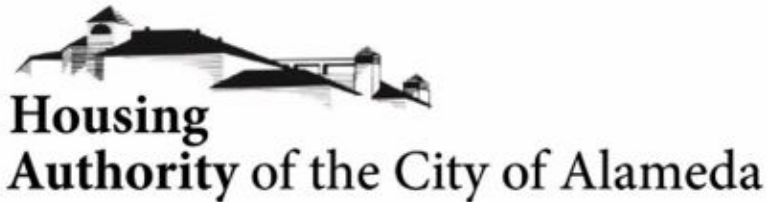
*Janet Basta*

72DC869D12E247A...  
Janet Basta

Director of Human Resources and Operations

JCB/TMSC





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 TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: June 24, 2020

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

---

### **BACKGROUND**

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

#### Department Update

On May 6, 2020 AHA received the official notification of the Shortfall Prevention Team (SPT) Specialist's confirmation of a projected shortfall for the HCV Program for CY 2020. In making their shortfall projections HUD tried to incorporate potential effects of the COVID-19 pandemic into the projection, but the situation is unprecedented and fluid, which means even our best projections will be inaccurate to some extent. This said, the data currently available indicated it was prudent that AHA take some cost savings measures given the potential shortfall.

Having foreseen the shortfall, AHA immediately implemented the following cost savings measures to limit HAP expenditures:

- Ceased issuance of new vouchers to households unless they fall in one of three categories, (VAWA, RA, or are living in an unsafe situation)
- Ceased conversion of Project Based Voucher (PBV) into a Housing Choice Voucher (HCV)
- Ceased absorption of incoming portability voucher and notified PHAs of billing status
- Restricted families that are participants and were issued a voucher to move to a different unit when the move is involuntary and results in the same or lower HAP expenses

AHA was assigned a "shortfall" team to monitor monthly HAP and administrative costs. The first SPT conference call was held on Thursday, May 28, 2020 to discuss next steps and an Action Plan was developed. The meeting was very productive due to the proactive measures AHA had implemented prior to the official notification. The SPT was able to assure AHA staff that funding commitments for the PHAs two (2) new PBV projects coming online this year. These projects have a total of 36 vouchers which will be allowed,





Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020  
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and HUD will be take them into account when setting shortfall funding. As a shortfall agency, AHA will be required to project monthly HAP costs and apply for set aside funds to be front loaded into the Agency's HAP account to offset the deficit. "Set-aside" funds are expected to be available to PHAs to help the agency meet HAP shortfall. AHA's shortfall appears in December 2021 only at this stage.. Staff are currently completing the applications for the funding and will submit the application by the deadline. Staff will also give monthly updates to the Board.

#### Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

The Office of Housing Voucher Programs (OHVP) has allocated the initial Administrative Fee funding per the CARES Act (Public Law 116-136) to public housing agencies (PHAs) administering the Housing Choice Voucher (HCV) Program and/or the Mainstream Program. Under the Cares Act PHAs are required to use these funds to prevent, prepare for, and respond to coronavirus (COVID-19), per guidance provided in *PIH Notice 2020-08: CARES Act – HCV Program Administrative Fees*.

On May 12, 2020 AHA received a Round 1 allocation of \$350,010 in additional Administrative Fee funding. Additionally, AHA Is eligible for additional HAP funding under the CARES Act. Finance is tracking eligible costs.

#### Waivers

At the May Board member, the Board reviewed the waivers available and authorized the Executive Director to implement necessary waivers. Attachment 2 shows the current status of the waiver implementation.

#### Online Recertification

The Online Recertification portal has been operational to all program participants since September 1, 2019. In the month of May 2020 staff completed 121 online recertifications. Of the completed recertifications, a total of 6 recertifications were completed through the Reasonable Accommodation process. This online system allows AHA participants, or their family members, to complete their annual recertifications online via cell phones, tablets, laptops, or home computers. Participants are also able to upload proof of income, assets, or other recertification documents directly into the portal.

Training sessions were provided by AHA staff for 8 months; however, due to the COVID-19 and the Shelter in Place order issued March 16, 2020, training sessions have been cancelled until further notice. Staff are currently offering participants online assistance by completing the application process with them remotely or offering the option of registration to a designated family member to complete the recertification on the participants behalf.

#### Online Interim Income Change Process

The online interim income change process became available online in the month of May 2020. Participants can now report increase/decrease in income, and household composition changes though the RentCafé portal. This online interim process will be beneficial to participants during this COVID-19 period due to the Shelter In Place orders and participants inability to submit paperwork directly to the AHA office.



Honorable Chair and  
Members of the Board of Commissioners

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Lease up of Project Based Vouchers: Corsair Flats

An initial meeting for leasing the 25 Veterans Affairs Supportive Housing (VASH) Project-Based Vouchers awarded to Eden Housing's (Corsair Flats) project was held on January 17, 2020 between Eden, the AHA, and staff from Veteran's Affairs office.

It was initially anticipated leasing would be complete by the end of summer 2020; however, the project has moved at a faster pace and initial inspections were completed in May and all units have now passed HQS inspections. The project is currently awaiting the Certificate of Occupancy (COA). The Agreement to Enter Into Housing Assistance Payments Contract (AHAP) was completed and signed on May 29, 2020.

Lease up of Project Based Vouchers: Independence Plaza

Independence Plaza was awarded 25 Project-Based Vouchers (PBV). Eligibility and lease-up of 12 of the 25 families was completed in March. AHA was approved by the SPT to complete the lease-up of the remaining 13 households and staff are working diligently to complete the process.

HPD STATISTICS

See Attachment 1: Housing Programs Department Performance Report

**RECOMMENDATION**

Accept the Monthly Overview Report for the Housing Programs Department.

Respectfully submitted,

DocuSigned by:  
*Lynette Jordan*

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Lynette Jordan  
Director of Housing Programs

Attachment:

1. Housing Programs Department Performance Report
2. Waiver summary updated to May 31, 2020



Attachment 1 - Housing Programs Department Performance Report  
 Month of MAY 2020

Item	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<b>HAP spent for month</b>	<b>\$2,593,077</b>	<b>\$ 2,558,891</b>	<b>\$2,550,091</b>	<b>\$2,559,055</b>	<b>\$2,743,862</b>								<b>\$ 13,004,976.00</b>
Vouchers under lease at start of month	1487	1487	1478	1486	1463								n/a
Vouchers issued during the month	0	0	12	0	0								12
New units leased in private market	4	1	1	1	0								7
New units leased in affordable market	1	1	5	0	0								7
Seeking vouchers	23	30	25	14	27								119
Port outs leased	0	0	0	0	0								0
Port ins leased	2	0	3	0	0								5
Annals completed	121	117	75	97	121								531
Interims completed	43	42	56	145	47								333
Rent Increases completed	45	28	23	20	16								132
Inspections conducted	157	45	36	0	0								238
Inspections passed first time	80	13	10	0	0								103
Hearings requested	10	4	6	1	2								23
Hearings held	1	1	0	1	1								4
End of Participation *	3	4	1	1	3								12

\* 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 2020-05 WAIVERS**

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends
HQS-5 Biennial Inspections	<u>Statutory Authority</u> Section 8(o)(D) <u>Regulatory Authority</u> §§ 982.405(a), 983.103(d)	<ul style="list-style-type: none"> <li>• Allows for delay in biennial inspections</li> <li>• All delayed biennial inspections must be completed as soon as reasonably possible but by no later than October 31, 2020.</li> </ul>	4/10/2020	10/31/20
HQS-6 Interim Inspections	<u>Statutory Authority</u> Section 8(o)(8)(F) <u>Regulatory Authority</u> §§ 982.405(g), § 983.103(e)	<ul style="list-style-type: none"> <li>• Waives the requirement for the PHA to conduct interim inspection and requires alternative method</li> <li>• Allows for repairs to be verified by alternative methods</li> </ul>	4/10/2020	7/31/20
HQS-9 HQS QC Inspections	<u>Regulatory Authority</u> § 982.405(b)	<ul style="list-style-type: none"> <li>• Provides for a suspension of the requirement for QC sampling inspections</li> </ul>	4/10/2020	10/31/20
HCV-2 PHA Oral Briefing	<u>Regulatory Authority</u> § 982.301(a)(3) § 983.252(a)	<ul style="list-style-type: none"> <li>• Waives the requirement for an oral briefing</li> <li>• Provides for alternative methods to conduct required voucher briefing</li> </ul>	4/10/2020	7/31/20

<p>HCV-3 Term of Voucher - Extensions of Term</p>	<p><u>Regulatory Authority</u> § 982.303(b)(1)</p>	<ul style="list-style-type: none"> <li>Allows PHAs to provide voucher extensions regardless of current PHA policy</li> </ul>	<p>4/10/2020</p>	<p>7/31/20</p>
<p>11 b SEMAP</p>	<p><u>Regulatory Authority</u> 24 CFR Part 985</p>	<ul style="list-style-type: none"> <li>PHA to retain prior year SEMAP score unless requests otherwise</li> </ul>	<p>SEMAP due 8/2020</p>	



# Housing Authority of the City of Alameda

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TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Greg Kats, Rent Program Director

Date: June 24, 2020

Re: Accept the Monthly Overview for the Alameda Rent Program

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## DATA

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

	March	April	May
Rent increase submissions*	1	2	0
Termination of tenancy submissions	0	1	0
Buyout agreement submissions	4	1	2
Capital Improvement Plan submissions	1	0	0
Number of hearing petitions submitted	1	0	1
Number of hearings held**	1	0	2
Number of staff mediations held	0	0	0

*\*Includes requests for rent adjustment hearings and staff review of rent increase notices.*

*\*\*Hearings may not be held the same month as the petition submission, and requests may be withdrawn prior to the hearing because the parties are able to resolve the matter on their own or through staff-led mediation.*



Honorable Chair and  
Members of the Board of Commissioners

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## **MONTHLY UPDATE**

The final deadline for the online registration process for City of Alameda residential rental properties was May 25th. Alameda Rent Program staff are currently processing submissions and updating unit data in the Rent Registry database. The Rent Program will continue to process late submissions, as they come in. Staff are working to process all submissions in time for the annual program fee collection, which begins on July 1, 2020. The deadline for FY 2020-21 payments has been deferred until September 1, 2020 and owners who do not submit payment by the deadline will be subject to penalties after September 30, 2020.

The latest registration statistics indicate the following:

- 62% of rental properties are registered
- 65% of rental units are registered
- 799 unit exemptions requested
- 83 property exemptions requested
- 1,209 rent increase errors detected based on landlord submissions

Rent Program staff continues to remotely engage in extensive community outreach to help the public, both tenants and landlords, better understand the amendments to the program regulations stemming from the passage of Ordinance 3250 in September 2019. Although the Rent Program has had to cancel its monthly informational workshops, staff continues to address questions and concerns from community stakeholders via phone and email. Staff has also developed informational workshop videos, which have been posted on the program website, for tenants and landlords to access remotely instead of attending public meetings. Staff continues to work with the City Attorney's Office (CAO) on developing regulations for the new ordinance. It is expected that this will include regulations that impact the Section 8 Program. This work is currently in progress with the CAO.

The service agreement between the City of Alameda and the Alameda Rent Program expires on June 30, 2020. AHA has received written confirmation from the City Manager, presented as an attachment in the January Board packet, indicating that City staff will recommend, to the City Council, a three-year service agreement extension effective July 1, 2020, during which AHA would continue to administer the Alameda Rent Program. The new service agreement has been finalized by AHA's attorneys and will go before the City Council on June 16, 2020. A copy of the new service agreement is included in this Board Packet. Requested changes to the service agreement include the following:

- A new Program Hours Matrix (as an attachment to the agreement) which estimates revised services, and associated workloads, under the new program structure.





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Members of the Board of Commissioners

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- Program budgets for FY 2020-21, FY 2021-22, FY 2022-23.
- Updated reporting criteria.
- A stipulation that the City of Alameda fund the unfunded CalPERS liability up to \$15,000 per year for Housing Authority staff assigned to the Alameda Rent Program.
- Procedures for changing the contract - both increases in scope and decreases.
- Clarifying language regarding the rental unit registration and fee collection processes.
- Requirement for timely resolution of enforcement activities by the City.

The overall budget and staffing impacts for the agency are unlikely to be significant, as the Alameda Rent Program is funded through an annual program fee collected by the City. A new fee study, to determine the updated program fee for FY 2020-21, has already been initiated by the City and will go before the City Council on June 16, 2020.

On April 21, 2020, the Alameda City Council adopted an urgency ordinance imposing a freeze on rent increases for residential rent-controlled units in Alameda (generally, multi-family units built before 1995). The freeze on rent increases does not apply to rental units exempt from local rent control (generally, single-family homes, condominiums, and privately owned rental units participating in the Housing Choice Voucher Section 8 Program). Landlords of rental units subject to the rent increase freeze are now prohibited from increasing rents until January 1, 2021.

The urgency ordinance also expands eviction protections to prohibit no fault evictions based on an owner move-in or capital improvement projects, for all residential rental units. These are, in addition to earlier tenant protections, prohibiting evictions for failing to pay rent due to financial impacts arising out of the COVID-19 pandemic, which were enacted in an earlier version of the urgency ordinance. The ordinance does not relieve the tenant from the obligation to pay the full rent and provides the tenant 180 days to catch up on any rent that was not paid during the period from March 1, 2020 to 30 days following the end of the Declaration of Local Emergency.

On May 27, 2020, the Rent Program announced the new Annual General Adjustment (AGA) effective from September 1, 2020 through August 31, 2021. The amount of the new AGA is one 1%, which is a significant drop from the prior AGA, which was 2.8%. Pursuant to Alameda Municipal Code Section 6-58.60 (B), the AGA is based on the percentage change in the Consumer Price Index for the 12-month period ending April 2020. While the new AGA normally goes into effect on the first of September, since the City Council has adopted an urgency ordinance imposing a freeze on rent increases for fully-regulated, residential rental units through December 31, 2020, the new AGA will become effective on January 1, 2021.

The Rent Program currently has a number of outstanding enforcement actions pending. Staff is working with the City Attorney's Office to resolve these cases. Discussions are also ongoing to established next steps in regards to landlords who did not meet the May 25, 2020, deadline for registration and to formalize a process for coordination with the City's



Honorable Chair and  
Members of the Board of Commissioners

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Code Enforcement Department, to ensure that displaced tenants receive relocation payments, related to code enforcement issues, where due.

**RECOMMENDATION**

Accept the Monthly Overview for the Rent Program.

Respectfully submitted,



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Greg Kats

Alameda Rent Program Director



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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Cynthia Alvarez, Deputy Executive Director

Date: June 24, 2020

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 May 2020.

### **DISCUSSION**

The attached table (Attachment 1) summarizes property performance of all sites AHA owned and managed, affiliate owned, and properties managed by The John Stewart Company (JSCo).

### **VACANCY**

The attached table (Attachment 1) reflects sixty-eight (68) vacancies out of six hundred and twenty-nine (629) units for all properties including: AHA owned and managed; affiliate owned; and properties managed by the third party management company The John Stewart Company (JSCo), as of the end of April 2020. Of these fifty (50) are off-line for rehab or demolition – forty-six (46) units at Rosefield Village, and four (4) units at the scattered sites. Progress is taking place in filling the remaining seventeen (17) vacancies. Where units are under rehab, as in the case of Sherman Street, units are considered temporarily offline.

Of these seventeen (17) vacant units, twelve (12) units have been turned and are ready for occupancy through the end of June. Of the remaining five (5) vacancies being turned, three (3) were vacated in mid-May. Work continues with existing vacancies and newly vacated units to prepare units for occupancy as soon as possible. It is anticipated that in the months of June and July, there will be increased activity in filling these vacancies: First, an over housed letter notices were sent to tenants who have more bedrooms than their household qualifies for, offering them smaller units and the response period has expired. Staff is now advertising these vacancies on AHA's website. The processing of applications has been further strengthened with the work now being done at the site level with revised procedures and forms. There is continuous processing of applications for Independence Plaza, the property that experiences a higher vacancy turnover.



Under the Shelter in Place order and to practice social distancing, processing of applications is being done remotely and with all forms being submitted through email or by dropping the completed paperwork in AHA's drop box.

### RENT COLLECTIONS

The attached table (Attachment 1) provides the collection rate for all AHA owned and managed, affiliate owned, and properties managed by The John Stewart Company (JSCo).

An explanation for properties with a collection rate below 98% or above 100% is provided below. Attachment 1 reflects an overall collection rate of 92.9%. However, if we exclude the two outliers: Rosefield Village, where vacancy was underbudgeted and Independence Plaza, where revenue was under budgeted, the overall collection rate would be at 98.5% for the month of April which is higher than one would expect, especially given the current economic climate.

As discussed in February's Property Operations monthly overview report, Independence Plaza's rental income was under-budget by approximately \$62,000 per month. The monthly budgeted amount should have been \$172,000. This would then normalize the variance to account for the nine (9) vacant units at the property with an income loss of \$11,772. These budgeting issues will be corrected in the next full budget process.

The Scattered Sites' 82.0% collection rate is a result of the offline units. There are four (4) units currently offline due to extensive repairs, which is an estimated income loss of \$7,654 each month. Three (3) of the units have a revised expected completion and it is anticipated the units will be ready for occupancy by July 15, 2020. The fourth unit is a more extensive project so AHA entered into a contract with a vendor and the work began in May 2020.

China Clipper's better than budget collection rate of 114.7% is due to ongoing catch up \$7,440 of Housing Assistance Payment (HAP).

Rosefield Village's 12.9% collection rate is the result of forty-six (46) vacant units out of a total fifty-three (53) units. These units are permanently offline due to the upcoming reconstruction and rehabilitation of the property.

Everett Commons' 96.25% collection rate is due to timing of changes to tenant portion decreasing and one vacancy.

### RENT INCREASES

Rent increases for 2020 continue to be issued as permitted. The increase should not affect the tenant's rent portion unless the household is residing in an unassisted unit



(which often is a unit with no PBV or HCV subsidy tied to it, or is a result of being over income and losing assistance) or are over housed (i.e. have an extra bedroom outside of their approved voucher size). All households who are over housed and have a tenant-based voucher, have, or will be, offered an opportunity to move to the correct sized unit when available, provided they are in good standing with AHA. The rent increase notices are provided sixty (60) days prior to the effective date of the increase.

### ADDITIONAL UPDATES

As discussed in the April 15, 2020 Property Operations report, the Shelter in Place order that went into effect in mid-March, mandated revisions to three aspects of property operations: limiting work by maintenance staff within occupied units and, simultaneously increasing their work in the exterior of the properties and in turning vacant units; established new procedures for how applicants' documents are reviewed and; temporarily eliminated HQS inspections in units. Priority is placed on emergency and urgent work orders for our tenants. In order to mitigate concerns related to COVID-19, preparation leading to HQS inspections is not taking place at this time for occupied units. Work orders continue to be entered into the system and priorities are assigned based on close review, including communication with tenants to ascertain the work requested.

Tenants living within the AHA-managed portfolio continue to be contacted by Property Operations staff on a weekly basis during the Shelter in Place order. Staff are making these wellness calls to connect with tenants and provide a way to obtain their feedback. Households are also encouraged to reach out to LifeSTEPS for social services and, when deemed necessary, referrals to LifeSTEPS are made by staff.

As a result of the Shelter in Place order, AHA staff are not performing annual unit inspections. There is concern, however, that given social distancing and the prioritization of work orders that are deemed urgent or emergencies, that hoarding may be taking place unabated. To the extent possible, staff continue to work with households previously identified and continue to refer households to LifeSTEPS and/or Adult Protective Services. Pest control concerns have become more of an issue in recent months and there are linkages with hoarding. There may be under reporting of pest problems and in-unit repair work as some tenants may not want staff to enter their units.

### SOCIAL SERVICES

Staff participates in the weekly food distribution that takes place throughout the portfolio. There has been an increase in AHA tenants accessing the Food Bank during the Shelter in Place order as schools have closed and some tenants are impacted with a change in their income levels. As previously reported, AHA has provided \$10,000 to the Food Bank to facilitate this increase in the households served. AHA has also set aside an additional \$15,000 to LifeSTEPS towards rental assistance in the event the need arises.



LifeSTEPS has continued providing assistance remotely to tenants and households and has linked tenants to financial service agencies, as needed. LifeSTEPS has also provided guidance in obtaining unemployment benefits, as applicable. On June 1<sup>st</sup>, LifeSTEPS started to work from the site offices and continue to observe social distancing.

Alameda Family Services usually provide services at Esperanza for families, seniors, and the homeless; however, in adherence to the Shelter in Place order, these services have been postponed. Similarly, after school services provided by the Boys & Girls Club of Alameda, ceased upon the Shelter in Place order. Some online services are available for families with children and free meals are available for all children under 18 in Alameda.

In the month of April, AHA staff joined in getting food to tenants due to the increase in demand at the city level and within the communities in which AHA serves. The increase in demand around food access across the City required that, from June 1, AHA and its partners lead the efforts to coordinate and organize the logistics of packing, transporting and delivering food to prioritized AHA tenants. Anywhere from ten to fifteen staff members participate on any given week in the logistics around food distribution. Staff time is allocated accordingly in order to meet this increase in demand and mitigate food insecurity in the communities served by AHA. Tenants who have transportation and are not elderly or disabled are encouraged to collect their food at the Alameda Food Bank.

### MAINTENANCE

Staff continue to focus on turning vacant units. In order to adhere to social distancing recommendations, staff are only entering occupied units when an emergency or urgent request requires staff to go into a unit and make repairs. Protocols have been established to mitigate face-to-face interactions with tenants and staff. Staff are also focusing on outside work at our various sites. Staff have also been widely deployed to assist in areas related to the new health situation, including setting up for food distribution, picking up and dropping documents, creating visual aids for physical distancing, and organizing health-related supplies.

The attached table (Attachment 1) shows the work orders completed for April at the sites.

### CAPITAL PROJECTS

The attached table (Attachment 2) summarizes Housing Authority budgeted Fiscal Year 2019-2020 capital projects currently underway.

As presented in the March and April Board reports, in mid-February, the sole elevator serving building 711 at Independence Plaza was put offline due to needed repairs. Upon closer consultation and, on the advice of experts, staff engaged with structural engineers, and a contract for \$118,504 has been signed with Thyssenkrupp Elevator Corporation to replace the hydraulic jack to ensure the elevator can be brought back



online as soon as possible. The work is well under way and staff expects the elevator to be back in operation by mid-July. Building 711 houses forty-four (44) units. Of these, thirty-six (36) are on the second through fourth floors. Staff has engaged with tenants and is holding vacant units to allow for the transfer of tenants who need an elevator. As of June 9, only 2 households requested and were subsequently transferred to units serviced by a working elevator.

Staff is currently working on finalizing an assessment to look at the viability and costs associated with installing cameras at Esperanza. Staff anticipates bringing a report to the Board in August.

### Facilities and Security

Security services continue to be in operation in the evening hours at China Clipper, Parrott Village, Parrot Gardens, and the main office at 701 Atlantic Ave. A new air conditioning system was installed in May for the server room to ensure that IT operations, including support to the remote workers, is assured. In addition, multiple physical changes have been made in the main office to provide for social distancing.

Due to recent civil unrest and resulting curfew, the main office was boarded as a precautionary measure and staffing in the building was reduced temporarily. The boards will be retained so they can be placed back if this situation presents itself again.

### FINANCIAL IMPACT

The Board should expect to see increased vendor contracts in the property budgets as AHA addresses the social services needs of tenants, the physical costs of physical distancing, and due to the relocation and capital costs of the elevator issue. It is also anticipated that, as people are now sheltering in place, it will also lead to increases in water use and trash refuse costs.

### RECOMMENDATION

Accept the Monthly Overview Report for Property Operations.

Respectfully submitted,



Cynthia Alvarez  
Deputy Executive Director

### ATTACHMENT:

1. Property Performance for the Month of May
2. FY 2019-2020 Capital Projects Update





ATTACHMENT 1

Month of May 2020

Property Name	Owned by	Managed By	Total units	Senior or Family	Manager units	Budgeted Gross Potential Rent	Tenant Rent Collected	Subsidy collected	Total Rent Collected	% Collected
Independence Plaza	AHA	AHA	186	Senior	1	\$ 110,279.00	\$ 99,168.00	\$ 28,199.00	\$ 127,367.00	115.5%
Anne B Diamant	AHHC	AHA	65	Senior	1	\$ 92,123.00	\$ 23,341.34	\$ 67,318.00	\$ 90,659.34	98.4%
Esperanza	AHA	AHA	120	Family	1	\$ 330,004.00	\$ 73,790.00	\$ 253,236.00	\$ 327,026.00	99.1%
China Clipper	AHHC	AHA	26	Family	1	\$ 44,629.00	\$ 11,335.33	\$ 39,860.00	\$ 51,195.33	114.7%
Scattered Sites	AHA	AHA	34	Family	0	\$ 70,938.00	\$ 12,309.00	\$ 45,860.00	\$ 58,169.00	82.0%
Parrot Village and Gardens	AHA	AHA	58	Family	1	\$ 159,162.00	\$ 33,779.00	\$ 122,952.00	\$ 156,731.00	98.5%
Littlejohn Commons	ICD	JSCO	31	Senior	1	\$ 51,246.00	\$ 14,054.00	\$ 38,390.00	\$ 52,444.00	102.3%
Everett Commons	ICD	JSCO	20	Family	1	\$ 43,793.00	\$ 10,206.00	\$ 31,925.00	\$ 42,131.00	96.2%
Rosefield Village	AHA	JSCO	53	Family	1	\$ 95,405.00	\$ 3,301.00	\$ 11,374.00	\$ 14,675.00	15.4%
Eagle Village	AHA	JSCO	36	Family	1	\$ 91,972.00	\$ 22,101.00	\$ 70,162.00	\$ 92,263.00	100.3%
<b>TOTAL</b>			<b>629</b>		<b>9</b>	<b>\$ 1,089,551.00</b>	<b>\$ 303,384.67</b>	<b>\$ 709,276.00</b>	<b>\$ 1,012,660.67</b>	<b>92.9%</b>

Property Name	Owned by	Vacant units at month end	Vacancy Rate %	Units offline for rehab	Vacancy rate excluding offline units	Move ins scheduled in next month	Anticipated move outs next month	Maintenance requests completed	Evictions pending with legal
Independence Plaza	AHA	9	4.9%	0	4.9%	5	0	56	
Anne B Diamant	AHHC	1	1.6%	0	1.6%	1	0	32	
Esperanza	AHA	4	3.4%	0	3.4%	1	1	47	
China Clipper	AHHC	3	12.0%	0	12.0%	0	0	5	
Scattered Sites	AHA	4	11.8%	4	0.0%	0	0	10	
Parrot Village and Gardens	AHA	0	0.0%	0	0.0%	0	0	22	
Littlejohn Commons	ICD	1	3.3%	0	3.3%	0	0	4	
Everett Commons	ICD	0	0.0%	0	0.0%	0	0	3	
Rosefield Village	AHA	46	88.5%	46	0.0%	0	0	8	
Eagle Village	AHA	0	0.0%	0	0.0%	0	0	23	
		<b>68</b>	<b>10.8%</b>	<b>50</b>	<b>2.9%</b>	<b>7</b>	<b>1</b>	<b>210</b>	<b>3</b>

## Attachment 2

## 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
Independence Plaza	ADA Doors	160,000	0	68,000	8/2/2019	11/15/2019	COMPLETE
Independence Plaza	Sprinkler Inspectons/Repairs	14,995	0	14,995	10/15/2019	10/15/2019	COMPLETE
Anne B Diamond & Independence Plaza	Balcony Assessment	200,000	0	200,000	11/1/2019	12/15/2019	Inspections COMPLETE; repair work to follow
Sherman Street	Roofing	145,000	0	145,000	10/18/2019	10/18/2019	COMPLETE
Sheman Street	Plumbing	25,000	0	80,000	11/1/2019	6/30/2020	Base scope work COMPLETE, staff currently coordinating finish repairs
Esperanza	Site Work (Lender Required)	100,000	-	86,500	1/31/2020	6/30/2020	Estimates secured; staff reviewing proposals & negotiating costs
Lincoln House	Fire Damage	101,000	-	236,500	11/26/2019	7/13/2020	Construction has begun
Haight Avenue	Renovation Project (Pending Acquisition)	500,000	-	500,000	-	-	On hold, 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

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

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	Roof Leaks	-	-	-	-	1/22/2020	COMPLETE
AHA Office	Fire Safety Maintenance`	-	-	-	-	1/15/2020	COMPLETE
AHA Office	AC Upgrade for Server Room	-	-	-	-	5/9/2020	COMPLETE
AHA Office	Door Upgrade	-	-	-	-	5/28/2020	COMPLETE
China Clipper	Fire Safety Maintenance`	-	-	-	-	4/15/2020	COMPLETE
Esperanza	Tree Trimming	-	-	-	-	4/10/2020	COMPLETE
Esperanza	Day Care Roof Leak	-	-	-	-	1/17/2020	COMPLETE
Esperanza	Moisture Inspection (Multiple Units)	-	-	-	-	1/16/2020	COMPLETE
Esperanza	Electrical Repair	-	-	-	-	5/1/2020	COMPLETE
Independence Plaza	Warranty Repairs	-	-	-	-	2/14/2020	COMPLETE
Independence Plaza	Balcony Repairs	-	-	-	-	TBD	Staff currently reviewing engineering scope and agreement
Independence Plaza	Elevator Repairs	-	-	-	-	6/30/2020	Scheduled
Independence Plaza	Emergency Tree Removal	-	-	-	-	2/9/2020	COMPLETE
Mullberry	Water Loss	-	-	-	-	3/5/2020	COMPLETE
Parrot	Electrical Repairs	-	-	-	-	TBD	Staff currently investigating matter to identify issues and develop scope
Parrot	Parking Lot Seal & Stripe	-	-	-	-	7/1/2020	Investor required project. Estimates secured; staff currently working to schedule work
Parrot	Emergency Roof Repairs	-	-	-	-	2/14/2020	COMPLETE
Sherman	Fence Repair	-	-	-	-	5/5/2020	COMPLETE
Sherman	Roof Laundry Leak	-	-	-	-	2/7/2020	COMPLETE

## Attachment 2 Continued

## FY 2018-19 Capital Projects Update

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	11/1/2019	COMPLETE - Moved to 2019/20 CIP schedule - see above
Independence Plaza	ADA Upgrade Project	3,500,000	35	2,875,152	8/2/2019	7/3/2019	Base project COMPLETE. ADA doors rolled into 2019/20 CIP schedule - see above
Sheman Street	Roofing, Paving & Drainage	200,000	0	200,000	10/18/2019	10/18/2019	COMPLETE - Roofing bids secured, construction moved to 2019/20 CIP schedule - see above



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To: Honorable Chair and Members of the Board of Commissioners

From: Danielle Thoe, Management Analyst

Date: June 24, 2020

Re: Accept the Monthly Overview Report for Housing & Community Development

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## **BACKGROUND**

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

## **DISCUSSION**

### **Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME)**

On June 2, 2020, staff presented recommendations for allocating the \$683,116 of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds to three programs: Emergency Food Distribution, Emergency Rent Relief, and Emergency Shelter. City Council approved the recommendations. Staff is working diligently to get the proposed program administrators under contract quickly.

Staff has prepared the Five-Year Strategic Plan and the FY 2020-21 Action Plan, collectively referred to as the Consolidated Plan. Staff will present recommendations to City Council on June 16, 2020.

### **Inclusionary Housing and Below Market Rate (BMR) Programs**

Staff continues to collaborate with the City Planning and Community Development Departments in the development of Affordable Housing Agreements. Staff has routed the draft Affordable Housing Agreement for Eden Housing's 70-unit multifamily development. Staff is coordinating with the City Attorney's Office on the Affordable Housing Agreements for Pulte's planned development of 300 condos and homes, which will be completed in three phases and contain a total of 39 affordable, below-market rate units.



Housing Services Agreement with the City of Alameda

The City of Alameda has requested to amend the 2019-2020 Housing Services Agreement with the Housing Authority and bring back into the City the CDBG/HOME/BMR activities back under the City by June 30, 2020. The City has confirmed the request is not driven by performance issues but is due to a reorganization that the City is doing of the Community Development Department. The City proposes to leave intact the portion of the agreement where the City provides funds for housing development and where the Housing Authority manages the funds.

See separate memo on this topic.

Island City Development

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

Affordable Housing Project Pipeline

*Rosefield Village* – An update report on the project is a separate Board item.

*North Housing* – An update report on the project is a separate Board item.

*Feasibility Studies* – The feasibility studies of two potential projects were discussed in closed session. One is on hold and the second is in process.

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

Asset Management

Staff is finalizing Part II of the annual CTCAC compliance for the LIHTC properties. Staff continues to complete lender and investor reporting and monthly financial review for the LIHTC properties. Staff is working with HUD for entity transfer approval for Esperanza in preparation for the AAHC Transfer.

Staff is working with Resources for Community Development (RCD) and the Housing and Community Development for Alameda County to address Stargell Commons' development surplus of \$115,485 that was not spent on project development. The main source for the surplus is a higher equity adjuster than originally expected via the final cost certificate. The Regulatory Agreement does not specify how to handle this type of surplus from development. RCD is requesting to utilize the surplus to fund the Replacement Reserves which currently has a balance of approximately \$36,800. The project is performing very well, the cash flow is \$17K over budget projections.

The Housing Authority of the City of Alameda (AHA) is the lender with the highest balance and proposes that the surplus run through the "waterfall" (i.e. is split by percentage contributed by each lender). This would enable AHA to recirculate the funds to other



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020  
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affordable housing projects within the City. Staff will continue to review with the Executive Director for the best solution for the project.

Staffing

The team is currently reporting to the Executive Director. Recruitment is underway for a new Department Director. As with other teams at AHA, HCD staff continue to provide assistance on agency wide priorities stemming from both, high levels of absenteeism in other teams and multiple pressing needs due to the health crisis.

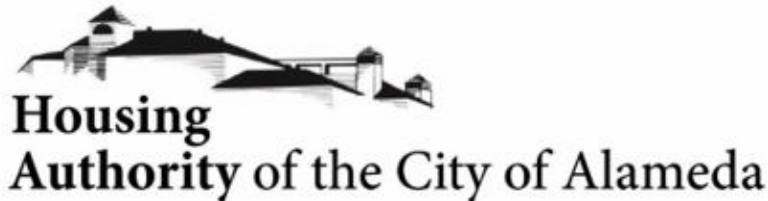
**RECOMMENDATION**

Accept the Monthly Overview Report for Housing & Community Development.

Respectfully submitted,



Danielle Thoe  
Management Analyst



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To: Honorable Chair and Members of the Board of Commissioners

From: Danielle Thoe, Management Analyst

Date: June 24, 2020

Re: Accept the Monthly Development Report for North Housing

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### **BACKGROUND**

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

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

### **DISCUSSION**

Staff have continued to meet with the City to move the Development Plan and Tentative Map applications forward. Staff and City staff presented the project at the Planning Board Study Session on May 11, 2020 and received an overall positive reception. The Planning Board asked questions which staff will seek to provide clarifying answers in the resubmission of the Development Plan and in the staff presentation at the project's Planning Board hearing.

Following the Study Session the City informed AHA staff that the City Attorney's Office have changed their legal interpretation of the City's zoning code and Gov. Code Section 65913.4 (SB 35) which the City believes creates a different path forward for the North Housing project. Staff and counsel have been working with City Staff and the City Attorney's Office to better understand what has changed to reach this new opinion, express AHA's case for the path staff have been instructed to utilize for the last year-plus, and determine the path forward.





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Security service at the site experienced two incidents on-site during the weekend of May 30<sup>th</sup>. Trespassers started a fire in AHA’s building at 2002 Mayport, which was put out by the Alameda Fire Department (AFD) and the building was boarded up on Tuesday, June 2, after AFD ensured access to do so was safe. Additionally, a construction vehicle belonging to a Carmel Partners subcontractor was stolen and driven down the unfinished Singleton Ave. extension and through the temporary construction fence along Bette St. Security and Carmel’s team have reestablished the fencing surrounding the construction area. AHA’s security continue to patrol the site and notify staff promptly as incidents occur.

Given additional security concerns, on-site staff have added a provision clarifying site security responsibilities to the demolition contract with Carmel Partners Construction West and AHA which is near approval from Carmel’s attorney. Signing the contract is imminent.

Staff and the City’s Public Works Department have been working on developing a scope for a Traffic Impact Analysis for the project. The City is requiring this analysis to understand how additional units will impact the rest of the City’s street infrastructure.

**FINANCIAL IMPACT**

In total, the Board authorized a predevelopment loan of \$3,830,000 for costs associated with master planning, carrying costs, demolition, and pre-development work for the first 90 units of permanent supportive housing. \$700,000 of the predevelopment loan has been disbursed to ICD and the balance is being held in AHA’s reserve account. The chart below summarizes expenses through April 2020.

North Housing

Pre-development Loan from AHA to ICD	\$3,830,000
12 Acre Site Pre-Development	\$491,686
First Building Pre-Development	<u>\$9,710</u>
Balance	\$3,341,107
North Housing Carrying Costs - Paid for by AHA Property Operations	\$264,175

**RECOMMENDATION**

Accept the Monthly Development Report for North Housing.

Respectfully submitted,

DocuSigned by:  
*Danielle Thoe*  
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Danielle Thoe  
Management Analyst





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To: Honorable Chair and Members of the Board of Commissioners  
 From: Daniel Mills, Management Analyst  
 Date: June 24, 2020  
 Re: Accept the Monthly Overview Report on Procurement

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### **BACKGROUND**

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

### **DISCUSSION**

Staff continues its internal status review of all department contracts and procedures to ensure compliance and address any deficiencies. There are a number of contracts which have been recently updated as well as some that currently are back out to bid. A listing of recently closed, current and upcoming RFQs can be found at the end of this overview.

An internal tracking system is in development to supplement departmental tracking systems. As summarized in last month's overview, staff is working to update the AHA Procurement Policy and procedures and assure compliance. These new policies and the related state procurement regulations place a necessary but considerable additional administrative burden on the agency. Following are efforts within each department to improve procurement processes: Centralizing and maintaining contractor lists, contract information and procurement documents, enhancing Yardi utilization, and working with across departments to reconcile accounts. Implementation is ongoing for Department Directors within their respective departments.

#### Other Procurement Notes:

- The current health crisis has slowed many of our operational and procurement efforts. For example, construction and renovations projects are having difficulty finding available vendors and overall response to requests have been reduced. Staff expects this trend will reverse over the next quarter.
- 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.



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- The current health crisis also forced our existing security services vendor to cease operations. This led to a decision to quickly sole source a new vendor until the RFQ can be issued by August.
- Contract Extensions for this Quarter include: Nunes Painting and Decoration, to September 30, 2020 in the Amount of a Total Not to Exceed \$500,000.

AHA solicitations can be found here:

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

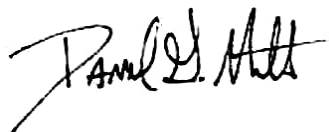
A summary of RFPs and ITBs is provided below:

<b>RFP/ITB</b>	<b>Description</b>	<b>Status</b>
Painting Services	For Office and AHA managed properties	Open for bids.
Inspection Services	For HQS	Open for bids.
Landscape Maintenance	For Office and AHA managed properties and North Housing	Closed and final selection is in process.
Janitorial Services	For Office and AHA managed properties	Closed and final selection is in process.
Realtor Services	For AHA/ICD/AAHC as needed	Closed, no bidders received. Will be reopened.
Flooring Services	For Office and AHA managed properties	Closed and final selection is in process.
IT Services	For all AHA sites	To be issued in July.
Security Services	For all AHA owned sites as needed	To be issued in July.
Gutter and downspout cleaning	For Office and AHA managed properties	To be issued in July/August.
Pest Control	For Office and AHA managed properties	To be issued in July/August.
Print & Mail Services	For all AHA programs	Quotes only.
Translation services	For Office and AHA managed properties	In planning stage.

### **RECOMMENDATION**

Accept the Monthly Overview Report on Procurement.

Respectfully submitted,



Daniel Mills  
Management Analyst





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To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: June 24, 2020

Re: Accept the Finance and Budget Variance Report for July 1, 2019 through April 30, 2020

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### **BACKGROUND**

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results compared to the FY 2019-20 budget for the period and month ending April 30, 2020. Although the year-end financial data is on an accrual basis, the month-to-month financials are on a hybrid accrual and cash basis. The numbers presented are subject to change based on the adjustments from the final audited financial statement report.

On June 19, 2019, the Board of Commissioners approved a one-year operating budget for all programs covering fiscal year July 1, 2019 through June 30, 2020. On April 15, 2020, the Board approved the use of an abbreviated Fiscal Year 2020-2021 budget process due to the ongoing health crisis and staffing shortages. The abbreviated budget will be brought to the June 17, 2020 Board meeting under Agenda item 9-E "Adopt the Resolution to Approve the Housing Authority's One Year Budget for Fiscal Year July 1, 2020 to June 30, 2021."

The financial reports include four properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC) in 2018. These properties are Anne B. Diament, China Clipper Plaza, Stanford House, and Lincoln-Willow Apartments. Independence Plaza was transferred from AHA to AAHC in March 2020 and is also included under AAHC. Please see the draft AAHC tax return statements which are presented for review in the agenda for Alameda Affordable Housing Corporation Meeting. All members of the Board of Commissioners also serve as the Board of Directors of AAHC.

### **DISCUSSION**

#### Overview

Year-to-date variances are as follows: total revenue is slightly higher than budget by \$406,799 (1.03%), operating expenses are below budget by \$1,159,295 (3.07%), and



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net income (before depreciation) is higher than budget by \$1,566,095 (95.36%). Rosefield Village and Eagle Village income and expenses are incorporated in these financial exhibits on a monthly basis. A third party (The John Stewart Company) manages these properties, and income and occupancy figures are provided in the Monthly Overview report for Property Operations.

### Operations Budget - Revenue

Year-to-date - Rental income (Total Tenant Revenue) of \$10,341,694 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 under budget by \$197,186 or 1.87%.

The net of Tenant rental income is higher than budget by \$621,162 (19.64%) and the Tax Increment Payment is slightly below budget by \$497,174 (34.42%). HAP received for AHA properties is lower than budget by \$208,927 (3.25%), while vacancy is above budget by \$173,434 (32.90%). Although HAP received for AHA properties has not achieved budgeted amounts for FY 2020 year-to-date the amounts received are on par or higher with the rolling 12-month actuals, with the exception of Rosefield Village.

Lower rental income is expected due to higher than usual vacancies at Independence Plaza (with income lower than budget) and due to rent concessions provided to tenants in the building where the elevator is currently out of service. Going forward, AHA can expect a slightly lower than projected collection of the tenant portion, due to the current health crisis and related job losses. Staff will continue to monitor income closely.

Rosefield Village is a significant reason for the reduction of income. Lower than budget rental income is anticipated for the year due to tenant relocations and vacancies due to the planned rehabilitation of the property starting summer 2020. At this time, vacancies are nearing 100%. This contrasts with the budgeted estimate of 50% occupancy. YTD actual vacancy loss at this property is \$405,792 lower than budget. The chart below reflects actual and budget vacancy comparison for fiscal YTD for Rosefield Village.

Rosefield Village	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	Total YTD
Actual Vacancies	43,845	46,601	56,831	60,915	60,915	67,095	77,032	80,730	80,730	80,730	655,424
Budgeted Vacancies	24,965	24,963	24,963	24,963	24,963	24,963	24,963	24,963	24,963	24,963	249,632

Occupancy at Independence Plaza is improving though ongoing vacancies continue to occur due, mostly to illness or the passing away of the tenant. Please see Monthly Overview Report for Property Operations for more information. At the end of April, there were 10 vacancies (including 4 move-ins schedule for April and 1 move-out). The expectation is that there will be 5 to 10 vacancies by the end of June 2020, provided households can be processed and the COVID-19 Shelter in Place order does not adversely impact their inclination to move-in.



Honorable Chair and  
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Furthermore, tenant relocation costs are \$57,662 year-to-date. This amount was not budgeted but is due mostly to the temporary relocation of the Rosefield Village residents for the upcoming rehabilitation as well as Independence Plaza due to ADA rehab and elevator work.

Total Other Income is higher than budget by \$228,106 (10.16%). As of early June 2020, expenses requiring City of Alameda reimbursement have been submitted through April 2020 for the Alameda Rent Program for \$64,776.58. April 2020 reimbursement for the Housing & Community Development is pending as there is a change in reimbursement methodology (i.e. tracking hours versus actual salaries paid). The chart below reflects City of Alameda MOU reimbursements received to date.

Billings	FY 19-20 Budget	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	Total YTD
HCD	1,024,812	35,836	41,006	40,469	43,095	55,344	141,731	37,353	74,113	44,330	Pending	513,276
RP	1,110,000	62,222	75,060	71,202	73,188	90,233	106,245	62,091	62,179	65,869	Pending	668,290

Additionally, \$647,240 in Recognized Obligation Payment Schedule (ROPS) has been recognized as income on the financial statements received from the Alameda Unified School District as it relates to the Rosefield Village redevelopment project which was not originally budgeted for in FY 2020.

Administrative Fee income from HUD is slightly lower than the year-to-date budget by \$49,905 (3.39%). The factors that affect how much Administrative Fee AHA receives are the proration percentage and the number of units leased. For January 2020 through May 2020, the proration percentage is 79%, whereas the estimated proration from June 2020 through October 2020 is 81%.

For the past several years, Administrative Fees from HUD have not fully funded the Housing Programs Department, and the Section 8 Program has been subsidized by income from AHA properties. Although the recent CARES Act will provide two additional months of Administrative Fee, this is not expected to cover the additional costs incurred due to the current health crisis. AHA has received an additional \$350,010 in May 2020 from HUD but the uses and timing of these funds are restricted.

### Expenses

Net income before depreciation is \$3,208,449 for the period year-to-date (higher than budget by \$1,566,095 or 95.36%).

Total operating expenses are lower than the year-to-date budget by \$1,159,295 (3.07%). This is mainly due to lower salary and benefit expenses, which are under budget due to vacant positions (see monthly overview report for Operations, H.R. and I.T.).

Total Utilities are lower than budget by \$149,810 (14.72%), which is attributed to a classification of sewer charges to "9160131 Tax & Government Fees" as City of





Honorable Chair and  
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June 24, 2020  
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Alameda charges for actuals of \$143,310. When accounting for that adjustment, Total Utilities are only slightly higher than budget.

HCD, Finance, and Property Operations staff meet periodically to review the financial statements to monitor actuals versus budget amounts.

AHA has outsourced two properties, the aforementioned Eagle Village and Rosefield Village projects to The John Stewart Company (JSCo) and the AHA maintenance team performs more of the maintenance work in AHA's managed properties rather than using vendors. It is anticipated that additional properties will transfer to John Stewart Company's third party property management by July 1, 2020. After July 1, only Independence Plaza, Esperanza Plaza, and Anne B. Diamant will remain under the direct management of AHA personnel.

#### 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 is \$162,294 higher than budget. Staff continues to make progress on \$306,423 in accounts receivable for Port-In billings from other public housing authorities. This amount is subject to change due to Port-Outs. Port-In billing collections was not budgeted in the FY 2019 budget process.

Shelter Plus Care revenue is paid in arrears by the Alameda County Housing and the Community Development Department. An approximate amount of \$143k for January 2020 – April 2020 is pending receipt.

Staff started issuing regular vouchers in 2019, as well as Family Unification Program (FUP) vouchers. HAP payments to property owners are higher than budget by \$913,862 (3.64%). Staff is working closely with HUD to monitor HAP revenue and expenditure, as well as the federal budget process to ensure sufficient cash flow for the program. As AHA enters Shortfall status, a number of leasing activities will be halted.

#### Statement of Net Position

The Housing Authority has adequate cash resources for operations. As of April 30, 2020, AHA, AAHC and its affiliates have \$8.7 Million in cash, and \$19 Million held in LAIF and CAMP investments.

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

#### COVID-19 Mission Critical Tasks:

Due to California's Shelter in Place order and the effects of the health situation, the finance management team has been prioritizing the following mission critical tasks:





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- (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 and potential FEMA reimbursements.
- (2) Advance on a short term basis \$1 million from Esperanza to the General Fund to ensure the agency has sufficient funds on hand to cover a reduction in tenant rents (for those who cannot pay rent due to job loss, or do not feel comfortable leaving their apartment to pay rent) and an increase in expenses. The \$1 million transfer was appropriately recorded in the accounting system in March 2020. As of May 2020, the full short-term advance has been refunded from the General Fund to Esperanza.
- (3) 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.
- (4) Continue to ensure payroll to our employees are paid timely and with no interruption.
- (5) 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.
- (6) Ensure the accounting is recorded appropriately for the aforementioned transfer of Independence Plaza from AHA to AAHC in March 2020.

### Staffing

The finance management team continues to work on mission critical tasks listed above. Nan McKay and Associates continues to provide consulting services including HUD's monthly Voucher Management System (VMS) report and the annual unaudited Financial Data Schedule (FDS) by September 2020. An additional finance consultant started in May 2020 to assist the Finance Department in anticipation of an extended planned absence of a staff member.

### Audit and Tax

#### AHA

AHA's single audit and final FY 2019 FDS was submitted to HUD's Real Estate Assessment Center in March 2020 and the Federal Audit Clearinghouse. The FDS has been rejected in May 2020 and AHA staff, Citrin Cooperman, and Nan McKay are in the process of responding prior to the response deadline of September 2020.

#### AAHC

Although AHA is exempt from filing a federal tax return, AAHC is required to file a tax return (IRS Form 990 and its California equivalent). A tax return extension was filed in November 2019. The final extended tax returns were originally due to the Internal Revenue Service and California Franchise Tax Board by May 2020. However, due to new treasury regulations due to COVID-19, the tax return deadline has been extended to July 2020.



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Citrin Cooperman has been engaged to complete these tax returns. The draft AAHC tax return is presented for review in agenda item 14-B under the Alameda Affordable Housing Corporation meeting (AAHC Tax Return).

### Island City Development

AHA is working with Holthouse, Carlin & Van Tright LLP for audit work of Island City Development and the two low-income housing tax credit (LIHTC) project partnerships (Sherman & Buena Vista, L.P. and Everett & Eagle, L.P., the "LPs"). The draft audited financial statements and tax returns were submitted to the LIHTC investors for their review. The audited financial statements for the LPs were finalized in March 2020, while the tax returns will be filed by the extended deadline of September 15, 2020. The LPs are still waiting for the California Tax Credit Allocation Committee to issue IRS Form 8609 (Low-Income Housing Credit Allocation and Certification), which is a requirement if the LP is presenting LIHTC on the tax returns.

Additionally, various LLC affiliates have tax filing requirements throughout the year, including the tax extension deadline which was March 15, 2020. These LLC affiliates have minimal activity and will be filed by the extended deadline of September 15, 2020.

### Unfunded Pension Liabilities

Please see Agenda item "Accept a Presentation and Discussion on AHA's Obligation and Option to Prefund Pension Liabilities" in May 20, 2020's Board of Commissioners packet. At that meeting, the Board of Commissioners voted to fund CalPERS \$1 Million via a soft fresh start. AHA will fund this liability before the end of fiscal year June 30, 2020.

### Budget

An abbreviated budget process is proposed for the fiscal year July 1, 2020 through June 30, 2021 and is being brought to the Board of Commissioners this month. Please see the memorandum "Accept a Revised Budget Process for Fiscal Year 2020-2021" from April 15, 2020 for further discussion on the abbreviated process.

For the Budget discussion, please see Agenda item 9-E, Approval of Budget for Fiscal Year 2021-2022.

### Banking Activities

The Constitution and Eagle, L.P. (Rosefield Village rehabilitation) construction bank account was set up in May 2020 with US Bank.



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**RECOMMENDATION**

Accept the Finance and Budget Variance Report for July 1, 2019 through April 30, 2020.

Respectfully submitted,

DocuSigned by:  
**Louie So**  
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Louie So, CPA  
Director of Finance

Attachments:

1. Balance Sheet – Period July 2019 – April 30, 2020
2. Budget Comparison – Revenue & Expense
3. AHA Revenue & Expense (Actual versus Budget)



**Balance Sheet (With Period Change)**

Period = Jul 2019-Apr 2020

Book = Accrual

	Balance
	Current Period
1000000 ASSETS	
1100000 CURRENT ASSETS	
1101000 CASH	
1110010 Cash - Unrestricted	5,666,512
1110012 Cash - Reserve for Building	78,451
1110013 Cash - Reserve for 3rd Party Managed Buildings	1,110,697
1110014 Cash - Reserve for Equipment	2,152
1110018 Cash - Operating Checking with 3rd Party	963,905
1110019 Petty Cash with 3rd Party	200
1110020 Cash - Petty cash	500
1110021 Cash - Benefit Account	81,138
1110030 Cash - FSS	124,542
1110040 Cash - Replacement Reserve Bldg	126,415
1130030 Cash - Restricted Sec Dep	76,775
1140000 Cash - Tenant Security Deposits	500,240
1140050 Cash - Tenant Security Deposits with 3rd Party	40,278
1199000 TOTAL CASH	8,771,806
1200000 ACCOUNTS RECEIVABLE	
1210000 Accounts Receivable - PHA	-
1240010 Accounts Receivable - Government	343,812
1240050 HAP Rent Receivable	110,011
1250010 Accounts Receivable - Other	1,076,234
1250050 Accounts Receivable - 3rd Party Management	23,772
1255000 Subsidy Suspense Receivable	(28,161)
1260000 Accounts Receivable - Tenant	339,033
1260050 Accounts Receivable - Tenant Rent with 3rd Party	26,963
1261000 Allowance for Doubtful Accounts -Dwelling Rent	(96,383)
1280000 Fraud Recovery	36,869
1281000 Allowance for Doubtful Accounts - Fraud	(36,144)
1290000 Accrued Interest Receivable	26,955
1299000 TOTAL ACCOUNTS RECEIVABLE	1,822,963
1300000 INVESTMENTS AND OTHER CURRENT NOTES	
1310000 Investments(LAIF)- Unrestricted	10,312,709
1320010 Investments - Other	200
1320020 Investments(LAIF) (Restricted) - FSS Escrow	(326)
1320030 Investments(LAIF)- Building Reserve	1,067,093
1320040 Investments(LAIF) - Equipment Reserve	166,162
1320201 Investment Reserved for IP-LAIF	-
1350000 Investments - Restricted	0
1350010 Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,395
1350020 Investment-OPEB (Restricted)	1,278,947
1350023 PFM-Accured Interest	(130)

**Balance Sheet (With Period Change)**

Period = Jul 2019-Apr 2020

Book = Accrual

	Balance
	Current Period
1350031 Investments - CAMP	8,062,753
1350100 Mortgage Receivable	26,184,321
1350103 Mortgage Receivable-Jack Capon L. P.	116,910
1350105 Loan Receivable-Security Deposit Loan	92,569
1350106 Loan Receivable - ICD	16,359,430
1350107 Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000
1350109 Loan Receivable - Section 8	1,790,000
1360000 TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	<u>67,432,162</u>
1400000 PREPAID EXPENSES	
1420010 Prepaid Insurance - Property	(0)
1420020 Prepaid Insurance - Liability	101,187
1420040 Prepaid Insurance - Worker Comp	22,986
1420050 Prepaid - Other	50,161
1420051 Prepaid Rent	14,400
1420070 Escrow Deposits - Property	34,110
1420075 Escrow Dep. PNC Hedge Res.	74,394
1430000 Inventories	317
1430010 Replacement Reserve-NorthMarq Loan	576,388
1430020 Reserve for Replacement NorthMarq	505,535
1440099 TOTAL PREPAID EXPENSES	<u>1,379,478</u>
1440105 INTERPROGRAM	
1440110 Interprogram (Due From)	593,501
1440111 Interprogram Due From Sherman St FACSA	12,725
1440112 Interprogram Due From Lincoln St FACSA	7,093
1440210 Interprogram Due From Esperanza	688
1440411 Interprogram Due from Detached Home	(0)
1440452 Interprogram Due From Stargell Commons	8,156
1440453 Interprogram Due From Island City Development - 4530	204
1440601 Interprogram Due From ABD	(22,496)
1440602 Interprogram Due From Rosefield Village - 4537	219
1440603 Interprogram Due From Parrot Gardens	15
1440604 Interprogram Due From Stanford House	5
1440605 Interprogram Due From Lincoln/Willow	15
1440606 Interprogram Due From Senior Condos	18
1440607 Interprogram Due From China Clipper	408
1440608 Interprogram Due From Regent Street Land	1,530
1440609 Interprogram Due From Santa Clara Land	60
1440610 Interprogram Due From Eagle Village	265
1440613 Interprogram Due From Shinsei Gardens	2,580
1440710 Interprogram Due From Section 8 Vouchers	435,590
1440740 Interprogram Due from HCV	-
1440781 Interprogram Due From New FSS Grant	-

**Balance Sheet (With Period Change)**

Period = Jul 2019-Apr 2020

Book = Accrual

	Balance
	Current Period
1440810 Interprogram Due From Independence Plaza	611
1440899 TOTAL INTERPROGRAM	1,041,187
1500000 TOTAL CURRENT ASSETS	80,447,466
1590000 LONG TERM ASSETS	
1600000 FIXED ASSETS	
1609999 LAND AND BUILDINGS	
1610000 Land	58,219,779
1620030 Buildings	31,599,053
1620031 Buildings Improvements	2,146,760
1629000 TOTAL LAND AND BUILDINGS	91,965,591
1630040 Furniture and Equipment - Dwelling	355,075
1630041 Furniture and Equipment - Other	116,686
1650000 Leasehold Improvements	14,508,704
1660030 Accumulated Deprecation	(29,694,916)
1660060 Accumulated Depreciation - 3rd Party	(533)
1699000 TOTAL FIXED ASSETS	77,250,607
1700000 ALL OTHER ASSETS	
1740000 Other Asset	109,405
1770000 TOTAL ALL OTHER ASSETS	109,405
1800000 DEFERRED OUTFLOW	
1800200 Deferred Outflow of Resources	1,490,650
1890000 TOTAL DEFERRED OUTFLOW	1,490,650
1900000 CONSTRUCTION IN PROGRESS	
1900100 CIP - On Site Improvement	64,662
1900210 CIP - Architectural & Engineering Fees	7,120
1900230 CIP - Professional Services (Other)	17,208
1900290 CIP - Organization - Legal	6,078
1900410 CIP - Environmental Testing & Reports	13,800
1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist)	4,086
1900430 CIP - Utilities Fees	608
1919999 TOTAL CONSTRUCTION IN PROGRESS	113,561
1929999 TOTAL LONG TERM ASSETS	78,964,222
1999999 TOTAL ASSETS	159,411,689
3000000 LIABILITIES AND EQUITY	
3005000 LIABILITIES	
3100000 CURRENT LIABILITIES	
3100500 ACCOUNTS PAYABLE	
3120010 Accounts Payable<= 90 Days	206,272
3120011 Accounts Payable -CALPERS (employee portion)	14,274
3120012 Accounts Payable-Health Insurance (employee portion)	637
3120013 Accounts Payable-457b Plan (employee portion)	7,458
3120014 Accounts Payable-Garnishment (employee portion)	526

**Balance Sheet (With Period Change)**

Period = Jul 2019-Apr 2020

Book = Accrual

	Balance
	Current Period
3120015 Accounts Payable-Vision Insurance (employee portion)	965
3120016 Accounts Payable-Life Insurance (employee portion)	431
3120018 Accounts Payable-PARS retirement (employee portion)	142
3120019 Accounts Payable-Flexible Spending Account(employee portion)	3,763
3120021 Employees Cobra	250
3120022 Accounts Payable-PERS 1959 Surv(Employee Portion)	88
3120023 Accounts Payable-FSA Transit Plan	541
3120024 Accounts Payable FSS	98,698
3120026 Accounts Payable FSS Interest	(42)
3120027 Accounts Payable-Roth IRA	540
3120029 Accounts Payable - 3rd Party Management Company	15,258
3120030 Accrued Wage/Payroll Taxes Payable	1,102
3120040 Accrued Compensated Absences - Current Portion	138,785
3120045 Accrued Vacation Payable - 3rd Party Management	6,470
3120070 Accrued Payables	117,707
3120075 Accrued Accounts Payable - 3rd Party Management	124,581
3330010 Account Payable - Other Government	500,000
3330020 Account Payable - HUD	-
3330100 Tenants- Rents Payable	9,900
3339000 TOTAL ACCOUNT PAYABLE	1,248,347
3400000 SECURITY DEPOSITS HELD	
3410010 Tenant Security Deposits	591,190
3410015 Tenant Security Deposits - held with 3rd Party Management	40,828
3410020 Tenant Security Deposits - Pets	1,825
3410030 Tenant Security Deposits - Gate Opener	75
3410040 Tenant Security Deposits - Satellite Dish/Antenna	2,100
3410060 Tenant Security Deposits - Pooled Interest	63,760
3410999 Security Deposit Refund	8,651
3419000 TOTAL SECURITY DEPOSITS HELD	708,429
3419900 OTHER LIABILITIES	
3420000 Prepay Tenant Rent	101,572
3421000 Prepay Tenant Rent - 3rd Party Management	2,934
3425000 Unearned Revenue	192,292
3426000 Prepaid Ground Lease Rent	3,361,307
3430000 Current Portion of Long Term Debt - Capital Projects	(16,458)
3449000 TOTAL OTHER LIABILITIES	3,641,646
3470000 INTERPROGRAM	
3470050 Interprogram (Due to)	535,441
3470110 Interprogram Due To General Fund	488,219
3470601 Interprogram Due To Anne B Diamant Plaza	19,786
3470710 Interprogram Due To Section 8 Vouchers	-
3471000 Due To/Due From Suspense Account	84,187



**Balance Sheet (With Period Change)**

Period = Jul 2019-Apr 2020

Book = Accrual

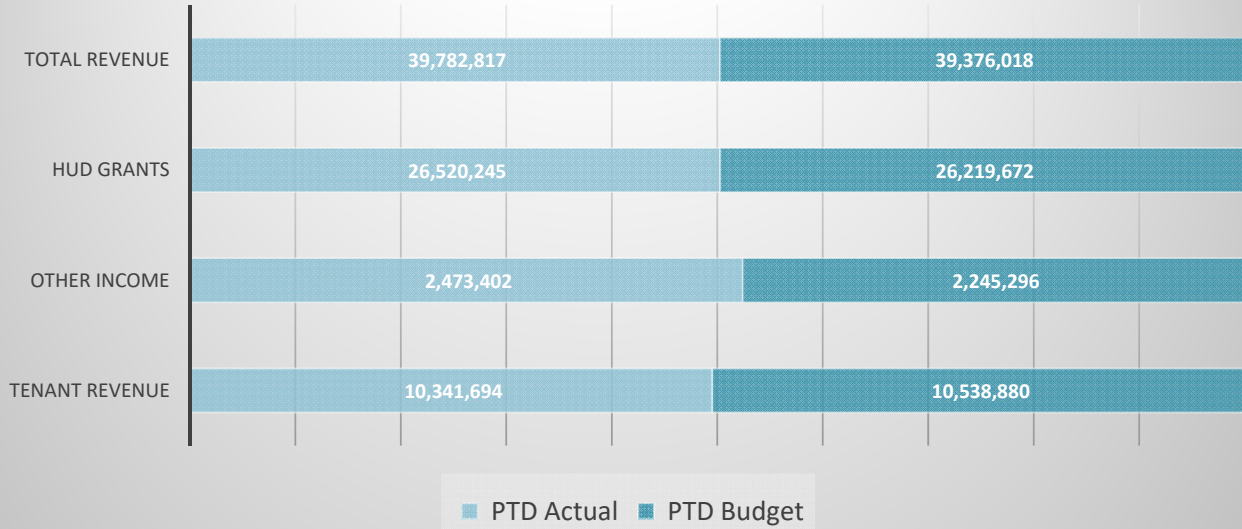
		Balance
		Current Period
3480000	TOTAL INTERPROGRAM	1,127,633
3499000	TOTAL CURRENT LIABILITIES	6,726,055
3500000	NON-CURRENT LIABILITIES	
3510100	Mortgage Loan Payable	35,995,952
3510103	Mortgage Loan Payable- Alameda County	-
3510130	Interest Payable - City of Alameda Loan	1,065,624
3510140	Home Fund Loan #1	217,925
3510150	Housing Community Dev. Loan	916,400
3510157	Loan Payable - Esperanza	1,790,000
3510158	Loan Payable - CDBG	575,000
3510160	Home Fund Loan #2	282,700
3540000	Accrued Compensated Absences - Noncurrent	104,967
3570000	OPEB Liability	(123,186)
3580000	Pension Liability	2,011,870
3599000	TOTAL NON-CURRENT LIABILITIES	42,837,252
3999000	TOTAL LIABILITIES	49,563,307
4000000	Equity/Net Assets	
4000001	EQUITY	
4000100	DEFERRED INFLOW	
4001000	Deferred Inflow of Resources	1,882,448
4900000	TOTAL DEFERRED INFLOW	1,882,448
4999999	CONTRIBUTED CAPITAL	
5010000	Net Investment in Capital Assets	8,938,655
5090000	Unrestricted	76,484,641
5120000	Unrestricted	21,938,354
5120010	Net Restricted Assets	604,283
5950000	TOTAL CONTRIBUTED CAPITAL	107,965,933
5999900	TOTAL EQUITY	109,848,381
6000000	TOTAL LIABILITIES AND EQUITY	<b>159,411,689</b>

**Budget Comparison (with PTD)**

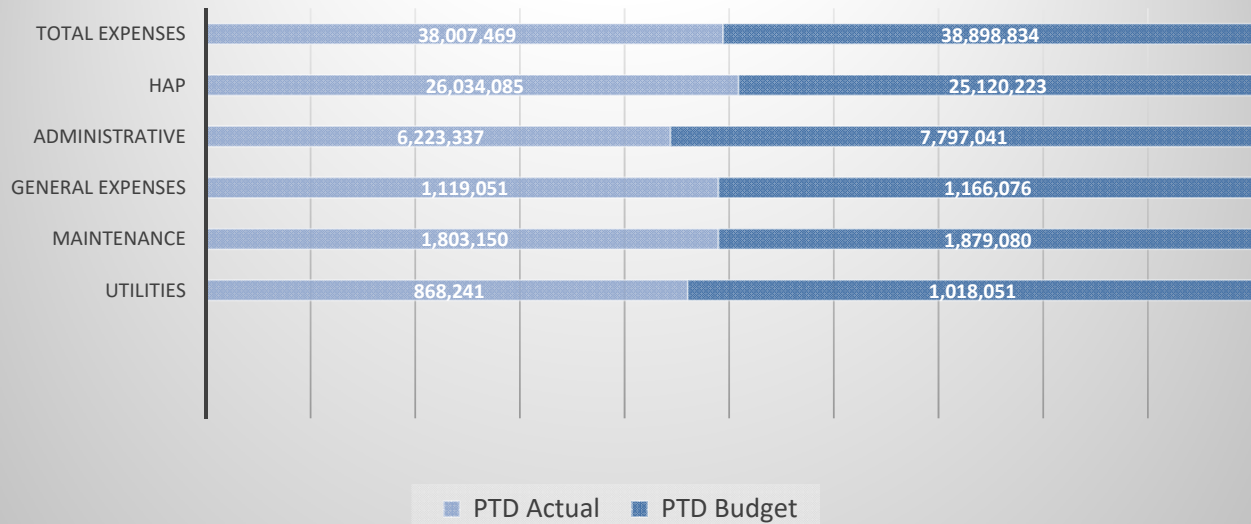
Period = Jul 2019-April 2020

Book = Accrual

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



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



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

Budget Comparison (with PTD)

Period = Jul 2019-Apr 2020

Book = Accrual

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
699990 INCOME								
700000 REVENUE								
7020000 TENANT REVENUE								
7030000 Tenant Rental Revenue	359,224	285,831	73,393	25.68	3,783,851	3,162,689	621,162	19.64
7030030 Maintenance Charges	(28)	-	(28)	N/A	6,450	-	6,450	N/A
7030040 Late Charges	-	-	-	N/A	5,213	-	5,213	N/A
7030050 Miscellaneous Other Charges	-	-	-	N/A	306	-	306	N/A
7030060 Tax Increment Payments from the City of Alameda	96,362	144,445	(48,083)	-33.29	947,276	1,444,450	(497,174)	-34.42
7030100 Tenant HAP Subsidy	649,845	593,194	56,651	9.55	6,224,867	6,433,794	(208,927)	-3.25
7030110 Vacancy Loss	(80,731)	(50,885)	(29,846)	58.65	(700,487)	(527,103)	(173,434)	32.90
7030300 Commercial Rents	2,563	2,505	58	2.32	74,268	25,050	49,218	196.48
7040000 Other Tenant Revenue	(281)	-	(281)	N/A	-	-	-	N/A
7050000 TOTAL TENANT REVENUE	1,026,955	975,090	51,865	5.32	10,341,694	10,538,880	(197,186)	-1.87
7060000 FEDERAL GRANTS								
7060060 Shelter Plus Care Revenue	34,938	37,217	(2,279)	-6.12	364,072	372,170	(8,098)	-2.18
7069000 TOTAL FEDERAL GRANTS	34,938	37,217	(2,279)	-6.12	364,072	372,170	(8,098)	-2.18
7100000 OTHER INCOME								
7110010 Investment Income - Unrestricted	-	11,020	(11,020)	-100.00	174,451	112,213	62,238	55.46
7110011 Interest Income	496	21,710	(21,214)	-97.72	177,053	242,951	(65,898)	-27.12
7110012 PFM-Investment Income	-	1,990	(1,990)	-100.00	-	19,900	(19,900)	-100.00
7110020 Interest on Equip. Reserve	-	208	(208)	-100.00	2,716	2,574	142	5.52
7110030 Interest Earned on Operating Reserve	-	52	(52)	-100.00	-	520	(520)	-100.00
7110060 Interest - Replacement Reserve	-	4,004	(4,004)	-100.00	20,048	40,265	(20,217)	-50.21
7110070 Other - Income	197	610	(413)	-67.75	17,392	6,100	11,292	185.11
7110075 Laundry Commission	2,694	2,224	470	21.15	20,670	22,240	(1,570)	-7.06
7110082 Land Fee/Ground Lease	-	447	(447)	-100.00	1,341	4,470	(3,129)	-70.00
7110092 Professional Service Revenue	-	177,901	(177,901)	-100.00	2,053,526	1,779,010	274,516	15.43
7150030 Miscellaneous Other Revenue	2	-	2	N/A	2,695	-	2,695	N/A
7150050 Miscellaneous Other Income-Maintenance	-	-	-	N/A	35	-	35	N/A
7150070 Administrative Fee	227	1,505	(1,278)	-84.92	3,474	15,053	(11,579)	-76.92
7159000 TOTAL OTHER INCOME	3,616	221,671	(218,055)	-98.37	2,473,402	2,245,296	228,106	10.16
7170000 RESTRICTED INCOME								
7200000 Investment Income - Restricted	-	-	-	N/A	83,404	-	83,404	N/A
7299999 TOTAL RESTRICTED INCOME	-	-	-	N/A	83,404	-	83,404	N/A
8000000 HUD GRANT								
8010000 HUD Operating Grants	2,656,917	2,474,805	182,112	7.36	25,140,305	24,748,050	392,255	1.58
8020000 Administrative Fees from HUD	139,510	147,162	(7,652)	-5.20	1,421,717	1,471,622	(49,905)	-3.39
8020110 PORT-In Administrative Fees	1,118	-	1,118	N/A	14,246	-	14,246	N/A
8030000 Administrative Fees Paid (PORT-Outs)	5,955	-	(5,955)	N/A	56,023	-	(56,023)	N/A
8100120 TOTAL HUD GRANT	2,791,590	2,621,967	169,623	6.47	26,520,245	26,219,672	300,573	1.15
8990000 TOTAL REVENUE	3,857,099	3,855,945	1,154	0.03	39,782,817	39,376,018	406,799	1.03
9000000 EXPENSES								
9000900 OPERATING EXPENSES								
9100000 ADMINISTRATIVE								
9110010 Administrative Salaries	506,207	400,254	(105,953)	-26.47	3,523,330	4,022,074	(498,744)	-12.40

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Budget Comparison (with PTD)

Period = Jul 2019-Apr 2020

Book = Accrual

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
9110020 Temporary Help - Administrative	11,940	42,720	30,780	72.05	155,530	428,454	272,924	63.70
9120000 Auditing Fees	5,000	3,870	(1,130)	-29.20	46,200	38,700	(7,500)	-19.38
9130000 Outside Management Fees	4,476	-	(4,476)	N/A	46,735	-	(46,735)	N/A
9150010 Admin Employee Benefits - Medical/Dental	62,840	106,360	43,520	40.92	584,970	1,067,553	482,583	45.20
9150020 Admin Employee Benefits - PERS/PARS	24,230	40,551	16,321	40.25	279,773	407,500	127,727	31.34
9150030 Admin Employee Benefits - FICA	7,285	6,419	(866)	-13.50	50,653	64,492	13,839	21.46
9150040 Admin Employee Benefits - SUI	408	1,174	766	65.26	14,453	11,783	(2,670)	-22.66
9150060 Admin Employee Benefits - Life/LTD	2,633	2,757	124	4.51	24,494	27,671	3,177	11.48
9150090 Admin Employee Benefit - WC	5,922	2,931	(2,991)	-102.04	42,056	29,428	(12,628)	-42.91
9160010 Office Supplies/Equipment	3,789	7,619	3,830	50.27	57,998	76,407	18,409	24.09
9160030 Dues & Subscriptions Publications	-	100	100	100.00	3,619	1,000	(2,619)	-261.90
9160040 Postage	4,202	4,044	(158)	-3.91	9,472	41,140	31,668	76.98
9160050 Telephone	3,265	5,281	2,016	38.18	52,149	52,992	843	1.59
9160060 Bank Charges and Check Supplies	2,716	2,311	(405)	-17.52	26,605	24,159	(2,446)	-10.12
9160090 Forms and Copies/Printing	4,160	425	(3,735)	-878.72	23,706	4,250	(19,456)	-457.78
9160100 Classified Ads and Public Notices/outreach material	2,318	3,073	755	24.56	20,110	31,430	11,320	36.02
9160110 Legal Expense	17,028	20,758	3,730	17.97	209,641	221,580	11,939	5.39
9160111 Payroll charge	1,137	636	(501)	-78.72	8,141	6,716	(1,425)	-21.22
9160112 Survey/Title Fee	-	167	167	100.00	26,479	1,670	(24,809)	-1,485.55
9160113 Office Rent	6,160	10,611	4,451	41.94	55,451	106,110	50,659	47.74
9160114 Administrative Support	-	-	-	N/A	919	-	(919)	N/A
9160115 Organization Cost	-	-	-	N/A	20	-	(20)	N/A
9160120 Training/Conferences and Travel	135	13,356	13,221	98.99	39,551	135,904	96,413	70.91
9160130 Membership Dues and Fees	15	912	897	98.36	13,513	9,554	(3,959)	-41.44
9160131 Taxes & Government Fees	14,299	-	(14,299)	N/A	143,310	-	(143,310)	N/A
9160140 Collection Loss	-	-	-	N/A	198	-	(198)	N/A
9160160 Contracts - Accounting Services	-	284	284	100.00	90,233	2,840	(87,393)	-3,077.23
9160170 Contracts - Administrative Services/Consultant	9,672	32,252	22,580	70.01	183,425	328,351	144,926	44.14
9160180 Contracts - Application Service Provider - Yardi	22,244	18,642	(3,602)	-19.32	113,113	187,190	74,077	39.57
9160190 Contracts - Computer/Telephone Maintenance/Email	71,936	18,708	(53,228)	-284.52	186,613	187,556	943	0.50
9160210 Contracts - Housing Program Services	-	-	-	N/A	628	-	(628)	N/A
9160220 Contracts - Human Resource Services	350	5,729	5,379	93.89	14,693	57,382	42,690	74.40
9160230 Contracts - Housing Inspection Services	3,621	4,728	1,107	23.42	63,808	47,260	(16,548)	-35.01
9160260 Contracts - Office Machine Lease	1,116	1,501	385	25.66	15,043	15,479	436	2.82
9160270 Contracts - Web Hosting/Maintenance/Web Ads	5,196	1,433	(3,763)	-262.63	20,038	14,386	(5,652)	-39.29
9160290 Contracts - HR Recruitment	16,895	11,041	(5,854)	-53.02	31,081	110,970	79,889	71.99
9160510 Association Dues	-	3,500	3,500	100.00	45,588	35,000	(10,588)	-30.25
9169000 TOTAL ADMINISTRATIVE	821,194	774,147	(47,047)	-6.08	6,223,337	7,797,041	1,573,704	20.18
9200000 TENANT/SOCIAL SERVICES/POLICE								
9210010 Tenant Services - Salaries	23,034	-	(23,034)	N/A	166,277	3,444	(162,833)	-4,728.01
9210020 Tenant Social Services - Temporary Help	-	-	-	N/A	3,078	-	(3,078)	N/A
9210030 Police Services	10,815	16,148	5,333	33.03	181,961	171,280	(10,681)	-6.24
9210100 Tenant/Social Services - Salaries	-	16,107	16,107	100.00	-	161,049	161,049	100.00
9219000 TOTAL TENANT/SOCIAL SERVICES/POLICE	33,849	32,255	(1,594)	-4.94	351,315	335,773	(15,542)	-4.63
9219990 RELOCATION								

Budget Comparison (with PTD)

Period = Jul 2019-Apr 2020

Book = Accrual

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
9220000 Tenant-Relocation Costs	3,335	-	(3,335)	N/A	57,662	-	(57,662)	N/A
9229000 TOTAL RELOCATION	3,335	-	(3,335)	N/A	57,662	-	(57,662)	N/A
9230005 TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE								
9230010 Tenant Svcs Employee Benefits - Medical/Dental	2,504	3,572	1,068	29.91	24,028	35,732	11,704	32.76
9230020 Tenant Svcs Employee Benefits - PERS/PARS	1,360	1,636	276	16.87	8,524	16,346	7,822	47.85
9230030 Tenant Svcs Employee Benefits - FICA	257	726	469	64.60	1,630	7,249	5,619	77.51
9230040 Tenant Svcs Employee Benefits - SUI	15	162	147	90.94	564	1,611	1,047	64.99
9230075 Property Taxes	-	-	-	N/A	250	-	(250)	N/A
9230080 Tenant Svcs Employee Benefits - Other	442	-	(442)	N/A	4,147	-	(4,147)	N/A
9230090 Tenant Svcs Employee Benefit - WC	1,252	2,005	753	37.53	7,430	20,034	12,605	62.92
9239000 TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	5,830	8,101	2,271	28.04	46,322	80,972	34,650	42.79
9240005 TENANT SERVICES								
9240010 Tenant/Social Services - Supplies	-	-	-	N/A	321	-	(321)	N/A
9240020 Tenant Service Activities - Contracts and O/S Services	42,789	24,143	(18,646)	-77.23	215,014	253,118	38,104	15.05
9249000 TOTAL TENANT SERVICES	42,789	24,143	(18,646)	-77.23	215,335	253,118	37,783	14.93
9300000 UTILITIES								
9310000 Water	17,145	20,774	3,629	17.47	259,784	221,586	(38,198)	-17.24
9320000 Electricity	10,899	11,508	609	5.30	120,451	118,643	(1,808)	-1.52
9330000 Gas	7,302	4,480	(2,822)	-62.98	64,464	44,846	(19,618)	-43.75
9380010 Sewer	7,943	23,484	15,541	66.18	96,839	250,373	153,534	61.32
9380020 Garbage	3,549	35,459	31,910	89.99	326,702	382,603	55,901	14.61
9399000 TOTAL UTILITIES	46,836	95,705	48,869	51.06	868,241	1,018,051	149,810	14.72
9399990 MAINTENANCE								
9400000 MAINTENANCE SALARIES								
9410010 Maintenance - Salaries	98,025	59,266	(38,759)	-65.40	608,704	592,658	(16,046)	-2.71
9419000 TOTAL MAINTENANCE SALARIES	98,025	59,266	(38,759)	-65.40	608,704	592,658	(16,046)	-2.71
9420005 MAINTENANCE MATERIALS								
9420010 Maintenance Materials	6,053	18,981	12,928	68.11	111,038	204,054	93,016	45.58
9420020 Vehicle - gasoline	-	559	559	100.00	7,593	5,590	(2,003)	-35.83
9420030 Janitorials/Supplies	277	-	(277)	N/A	2,563	-	(2,563)	N/A
9429000 TOTAL MAINTENANCE MATERIALS	6,329	19,540	13,211	67.61	121,194	209,644	88,450	42.19
9429005 MAINTENANCE CONTRACTS								
9429015 Maintenance Contracts - Unit Turnaround	-	4,986	4,986	100.00	20,412	45,393	24,981	55.03
9429030 Maintenance Contracts - Tree Trimming	-	834	834	100.00	-	8,340	8,340	100.00
9429040 Maintenance Contracts - Cycle Painting	-	-	-	N/A	275	-	(275)	N/A
9429050 Maintenance Contracts - Temp. Labor	-	-	-	N/A	250	-	(250)	N/A
9429060 Maintenance Contracts - Floor Covering	3,075	5,791	2,716	46.89	81,467	63,272	(18,195)	-28.76
9429100 Maintenance Contracts - Services	7,730	10,559	2,829	26.79	143,349	117,553	(25,796)	-21.94
9430010 Maintenance Contracts - Painting	400	2,667	2,267	85.00	39,225	29,450	(9,775)	-33.19
9430020 Maintenance Contracts - Plumbing	2,186	1,946	(240)	-12.34	12,875	23,786	10,911	45.87
9430030 Maintenance Contracts - Landscape, Pool, Pond Maintenance	4,463	9,816	5,353	54.54	111,989	107,351	(4,638)	-4.32
9430040 Maintenance Contracts - HVAC Maintenance	-	3,134	3,134	100.00	5,443	31,543	26,100	82.74
9430050 Maintenance Contracts - Hazardous Substances Testing	-	-	-	N/A	17,945	-	(17,945)	N/A
9430060 Maintenance Contracts - Elevator Maintenance	2,888	3,325	438	13.16	26,831	33,334	6,503	19.51
9430070 Maintenance Contracts - Extermination	1,260	3,979	2,719	68.33	51,485	41,666	(9,819)	-23.57

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Budget Comparison (with PTD)

Period = Jul 2019-Apr 2020

Book = Accrual

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
9430080 Maintenance Contracts - Electrical Maintenance	923	1,859	936	50.32	7,397	19,801	12,404	62.64
9430090 Maintenance Contracts - Security and Nurse Call Systems	22,842	3,437	(19,405)	-564.61	111,390	34,720	(76,670)	-220.82
9430110 Maintenance Contracts - Gutter Cleaning Services	7,259	1,271	(5,988)	-471.13	7,539	13,186	5,647	42.83
9430120 Maintenance Contracts - Flooring Replmt./Cleaning Srvc	7,787	-	(7,787)	N/A	14,527	-	(14,527)	N/A
9430130 Maintenance Contracts - Other	-	4,462	4,462	100.00	23,768	45,502	21,734	47.77
9430140 Maintenance Contracts - Vehicle Maintenance	-	550	550	100.00	18,785	5,827	(12,958)	-222.38
9430150 Maintenance Contracts - Janitorial	15,556	14,084	(1,472)	-10.45	136,763	141,680	4,917	3.47
9439000 TOTAL MAINTENANCE CONTRACTS	76,370	72,700	(3,670)	-5.05	831,716	762,404	(69,312)	-9.09
9450005 MAINTENANCE EMPLOYEE BENEFITS								
9450010 Maint Employee Benefits - Medical/Dental	12,578	19,314	6,736	34.88	123,947	193,140	69,193	35.83
9450020 Maint Employee Benefits - PERS/PARS	7,859	5,881	(1,978)	-33.63	56,076	58,802	2,726	4.64
9450030 Maint Employee Benefits - FICA	2,063	840	(1,223)	-145.61	16,331	8,400	(7,931)	-94.41
9450040 Maint Employee Benefits - SUI	74	215	141	65.43	2,416	2,140	(276)	-12.90
9450050 Maint Employee Benefits - Life/LTD	402	505	103	20.47	4,033	5,037	1,004	19.93
9450070 Maint Employee Benefits - Uniforms/Shoes	126	2,013	1,887	93.75	1,920	20,136	18,216	90.46
9450091 Maint Employee Benefit - WC	5,714	2,671	(3,043)	-113.94	36,814	26,719	(10,095)	-37.78
9450900 TOTAL MAINTENANCE EMPLOYEE BENEFITS	28,816	31,439	2,623	8.34	241,537	314,374	72,838	23.17
9499000 TOTAL MAINTENANCE	209,541	182,945	(26,596)	-14.54	1,803,150	1,879,080	75,930	4.04
9500000 GENERAL EXPENSES								
9500100 Interest Expense	95,477	94,890	(587)	-0.62	866,959	969,319	102,360	10.56
9500160 Mortgage Financial Service Charge	4,901	-	(4,901)	N/A	70,777	-	(70,777)	N/A
9610010 Insurance - Workers Compensation	515	-	(515)	N/A	5,433	-	(5,433)	N/A
9610020 Insurance - Liability	3,847	4,602	755	16.40	52,340	48,291	(4,049)	-8.38
9610030 Insurance - Property	7,655	11,154	3,499	31.37	79,295	122,609	43,314	35.33
9610040 Insurance - Vehicle	513	1,277	764	59.82	6,701	13,307	6,606	49.64
9610060 Insurance - Other	2,300	1,255	(1,045)	-83.23	20,540	12,550	(7,990)	-63.66
9620010 Other General Expenses	586	-	(586)	N/A	14,265	-	(14,265)	N/A
9620020 Casualty Losses	-	-	-	N/A	2,490	-	(2,490)	N/A
9698000 TOTAL GENERAL EXPENSES	115,794	113,178	(2,616)	-2.31	1,119,051	1,166,076	47,025	4.03
9699000 TOTAL OPERATING EXPENSES	1,279,168	1,230,474	(48,694)	-3.96	10,684,413	12,530,111	1,845,698	14.73
9700000 MOD REHAB AND SPC EXPENSES								
9700500 Rent to Owners - Shelter Plus Care	-	-	-	N/A	4,380	-	(4,380)	N/A
9700570 Rent to Owners - Bessie Coleman	17,954	-	(17,954)	N/A	157,914	-	(157,914)	N/A
9700800 PORT-In (A/R Billings)	(26,891)	-	26,891	N/A	(306,423)	-	306,423	N/A
9700900 TOTAL MOD REHAB AND SPC EXPENSES	(8,937)	-	8,937	N/A	(144,129)	-	144,129	N/A
9710000 EXTRAORDINARY EXPENSES								
9710090 Pre-development Cost	-	8,333	8,333	100.00	-	83,330	83,330	100.00
9713001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)	-	8,333	8,333	100.00	-	83,330	83,330	100.00
9719000 TOTAL EXTRAORDINARY EXPENSES	-	8,333	8,333	100.00	-	83,330	83,330	100.00
9730001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)								
9730010 Housing Assistance Payments - Landlords	2,614,351	2,512,022	(102,329)	-4.07	25,965,375	25,120,223	(845,152)	-3.36
9730020 Housing Assistance Payments - FSS	4,514	-	(4,514)	N/A	52,090	-	(52,090)	N/A
9730070 Utility Allowance to Tenants	1,767	-	(1,767)	N/A	16,620	-	(16,620)	N/A
9739000 TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	2,620,632	2,512,022	(108,610)	-4.32	26,034,085	25,120,223	(913,862)	-3.64

**Budget Comparison (with PTD)**

Period = Jul 2019-Apr 2020

Book = Accrual

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
<b>TOTAL EXPENSES BEFORE OTHER EXPENSES</b>	3,890,863	3,750,829	(140,034)	-3.73	36,574,369	37,733,664	1,159,295	3.07
<b>NET INCOME BEFORE DEPRECIATION</b>	(33,764)	105,116	(138,880)	-132.12	3,208,449	1,642,354	1,566,095	95.36
9739500 OTHER EXPENSES	120,163	108,397	(11,766)	-10.85	1,433,100	1,165,170	(267,930)	-22.99
9740000 Depreciation Expense	120,163	108,397	(11,766)	-10.85	1,433,100	1,165,170	(267,930)	-22.99
9859999 TOTAL OTHER EXPENSES	4,011,026	3,859,226	(151,800)	-3.93	38,007,469	38,898,834	891,365	2.29
9996000 TOTAL EXPENSES	(153,927)	(3,281)	(150,646)	4,591.47	1,775,349	477,184	1,298,165	272.05





# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Cynthia Alvarez, Deputy Executive Director

Date: June 24, 2020

Re: Approve the Executive Director or Designee to Negotiate and Enter into a Landscaping Contract Between the Housing Authority and Banksia Landscape in the Amount Not To Exceed \$352,686 for a 5 total years (3 Years, Plus Two One-Year Renewal Options)

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## **BACKGROUND**

As part of AHA's assessment of its procurement process, the landscaping contract was identified as requiring an RFP to be issued. The previous contract was for five years and the time period has expired. Through a Request for Proposals (RFP) staff received responses from three (3) landscape companies.

Per the Housing Authority's procurement policy, any contract greater than \$250,000 or any firm whose cumulative contracts are greater than \$250,000 must receive Board approval.

## **DISCUSSION**

Staff issued a Request for Proposals (RFP) for landscaping services for Ann B Diament, China Clipper, Esperanza, Independence Plaza and North Housing Development on February 26, 2020 and responses were originally due on March 23, 2020. However, due to the current health situation, it was deemed prudent to extend the deadline to April 22, 2020.

Three landscape companies were reviewed and scored according to experience, approach to the project, qualify of service and price proposal.

The proposal from Banksia Landscaping is for \$66,430 per year with three percent (3%) annual escalations thereafter.

## **FINANCIAL IMPACT**

There is no anticipated adverse financial impact as it is within the budgets for each property.



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020

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**RECOMMENDATION**

Approve the Executive Director or Designee to Negotiate and Enter into a Landscaping Contract Between the Housing Authority and Banksia Landscape in the Amount Not To Exceed \$352,686 for a 5 total years (3 Years, Plus Two One-Year Renewal Options).

Respectfully submitted,



Cynthia Alvarez  
Deputy Executive Director

Attachment:

1. Exhibit 1: Draft Landscape Maintenance Services Agreement



## Form of Landscape Maintenance Services Agreement

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_ 2020, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and \_\_\_\_ ( a California corporation, partnership, sole proprietor, individual, joint venture) whose address is \_\_\_\_\_, (hereinafter referred to as Contractor), is made with reference to the following:

### RECITALS:

A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

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

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. AHA and Contractor desire to enter into an agreement for \_\_\_\_\_

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

**1. TERM:**

The time for Completion set forth in the contract is \_\_\_\_ calendar days, including the starting date, which establishes X \_\_\_\_, 2020, as the completion date, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED:**

Contractor shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

**3. COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount of \$ \_\_\_\_\_. An additional \$ \_\_\_\_\_ shall be budgeted for potential change orders, for a contract total not to exceed \$ \_\_\_\_\_ and in a manner as set forth in Exhibit "B" and incorporated herein by this reference. Payment will be made based upon Contractor's submitted and approved Schedule of Values. Payment shall be made for 90 percent of the value of the work. AHA shall retain 10 percent of the value of the work as partial security for the completion of the work by

Contractor. Retained amounts shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

**4. TIME IS OF THE ESSENCE:**

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

**5. STANDARD OF CARE:**

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

**6. INDEPENDENT PARTIES:**

AHA and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by AHA to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from AHA to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Contractor shall indemnify and hold AHA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

**8. NON-DISCRIMINATION:**

Consistent with AHA's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, an AHA employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a breach of this Agreement.

**9. INDEMNIFICATION/HOLD HARMLESS:**

Contractor shall indemnify, defend, and hold harmless AHA, its Board of Commissioners officials, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever,

including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's performance of the contract. If Claims are filed against Indemnites which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnites for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnites from Claims arising from the sole or active negligence or willful misconduct of Indemnites.

#### 10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement:

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

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

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

##### A. **COVERAGE:**

Contractor shall maintain the following insurance coverage:  
Workers' Compensation:

Statutory coverage as required by the State of California.

##### Liability:

Commercial general liability coverage in the following minimum limits:

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

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

##### Automotive:

Comprehensive automobile liability coverage in the following minimum limits:

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

OR

Combined Single Limit: \$1,000,000 per accident

**Professional Liability:**

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

**B. SUBROGATION WAIVER:**

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

**C. FAILURE TO SECURE:**

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

**D. ADDITIONAL INSURED:**

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

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

**E. SUFFICIENCY OF INSURANCE:**

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

**11. CONFLICT OF INTEREST:**

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

**12. PROHIBITION AGAINST ASSIGNMENTS:**

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

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

**13. SUBCONTRACTOR APPROVAL:**

Unless prior written consent from AHA is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**14. PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

**15. REPORTS:**

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

B. All Reports prepared by Contractor may be used by AHA in execution or implementation of:

The original Project for which Contractor was hired;  
 Completion of the original Project by others;  
 Subsequent additions to the original project; and/or  
 Other AHA projects as appropriate.

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

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

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

**16. RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by AHA that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

**17. NOTICES:**

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

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

Housing Authority of the City of Alameda  
 701 Atlantic Avenue  
 ALAMEDA CA 94501-2161  
 Attention: Lisa Caldwell



**18. NO SMOKING, DRINKING OR RADIO USE:**

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

**19. TERMINATION:**

In the event Contractor hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Contractor from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Contractor written notice thereof. AHA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

**20. COMPLIANCES:**

Contractor shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations issued by AHA.

**21. GOVERNING LAW:**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

**22. ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise.

**23. CONFIDENTIALITY:**

A. Definition. Confidential Information, as used in this Agreement, shall mean any AHA Client data.

B. Nondisclosure and Nonuse Obligation. Contractor agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Contractor may use Confidential Information to the extent

necessary to perform its obligations under this Agreement. Contractor agrees that it shall treat all Confidential Information with the same degree of care as the Contractor accords to its own Confidential Information, but in no case less than reasonable care. Contractor agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Contractor certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Contractor under this Agreement. Contractor shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information.

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

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

**24. WAIVER:**

A waiver by AHA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AHA and Contractor.

**26. CAPTIONS:**

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

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

Consulting Firm

HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA

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NAME OF SIGNING PARTY  
TITLE OF SIGNING PARTY  
(PRESIDENT, VICE PRESIDENT OR CEO IF  
CONSULTING FIRM IS A CORPORATION)

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Vanessa Cooper  
Executive Director

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SIGNATURE OF ONE OF THE FOLLOWING:  
CORPORATE SECRETARY  
ASSISTANT SECRETARY, CFO, TREASURER  
OR ASSISTANT TREASURER  
(IF CONSULTING FIRM IS A CORPORATION)

DRAFT



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: June 24, 2020

Re: Receive and file a lease between the Housing Authority of the City of Alameda the owner, G&L 1x Marina Village Office Park and the sublessee LP/ [24]7.ai, Inc. for the property located at 1101 Marina Village Pkwy, Alameda, CA 94501 APN: 74-1334-64

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## **BACKGROUND**

Due to the need for social distancing and the shortage of seating space at the main office, the Housing Authority sought additional commercial rental properties to accommodate its needs. At the April 15, 2020, Regular Board of Commissioners meeting the Board approved the Executive Director or designee to sign and negotiate a lease agreement with the owner G&L 1x Marina Village Office Park and the sublessor LP/ [24]7.ai, Inc., including final terms and payment and approved related costs to opening and moving the office. The 16,600 square foot office space located at 1101 Marina Village Pkwy, Alameda, CA 94501 will provide 20 private offices for staff and will also allow for additional social distancing.

## **FINANCIAL IMPACT**

As previously approved the costs include \$20,000 rent per month plus additional moving and set up related costs.

## **RECOMMENDATION**

Receive and file a lease between the Housing Authority of the City of Alameda the owner, G&L 1x Marina Village Office Park and the sublessee LP/ [24]7.ai, Inc. for the property located at 1101 Marina Village Pkwy, Alameda, CA 94501 APN: 74-1334-64.

Respectfully submitted,

Vanessa M. Cooper  
Executive Director

Attachment:

1. Lease (not available at time of publication)



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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa M. Cooper, Executive Director

Date: June 24, 2020

RE: Accept a Report on the Delegation of Authority to the Executive Director, or Designee, to Exercise Emergency Powers During the Local Public Health Emergency

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### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) serves some of the most vulnerable members of the Alameda community. The current Coronavirus (COVID-19) pandemic is impacting a wide range of local services and the elderly and disabled population that the Housing Authority serves is at particular risk. AHA is monitoring the crisis and is seeking to limit exposure for staff and tenants while still maintaining core services.

Staff is working with a wide range of partners on preventive measures at AHA sites, including working with other housing authorities and AHA social services partners. Senior staff are meeting daily to carry out the business continuity plan, monitor changes, and focus on essential business activities.

Emergency Powers were delegated by the Board of Commissioners to the Executive Director at the March 18, 2020 regular Board meeting to allow the Executive Director, where necessary, to make critical time sensitive COVID-19 related decisions that would otherwise come to the Board (Emergency Powers). On April 15, 2020 the Board approved that these Emergency Powers be extended until the first regular Board meeting after the Shelter in Place order is lifted. If additional time is needed, the Board would review and reapprove additional time during that meeting. The Shelter in Place order was extended beyond June 1, 2020.

Any decisions taken using Emergency Powers between April 15, 2020 and the first regular Board meeting after the Shelter in Place is lifted will need Board ratification. Similarly, during that period, any use of such powers requires reporting to the Board within 24 hours of taking action. Where possible, discussion with either the Board Chair or Vice Chair would take place prior to any such action being taken. Delegation of such powers, in the absence of the Executive Director, can only be transferred in writing and would be limited to the Deputy Executive Director and Director of HR and Operations.



**DISCUSSION**

A summary of the actions taken were provided for ratification at the April and May Board meetings. Since then, the Executive Director has taken no actions utilizing the Emergency Powers.

**FISCAL IMPACT**

The COVID-19 pandemic has led to approximately \$100,000 of unexpected spending on cleaning and Personal Protective Equipment (PPE) supplies, computer equipment and software, and other IT related upgrades. There are sufficient funds in the budget cover these costs and some may be chargeable to FEMA or HUD.

**RECOMMENDATION**

Accept a report on the delegation of authority to the Executive Director, or designee, to exercise emergency powers during the local public health emergency.

Respectfully submitted,



Vanessa Cooper  
Executive Director



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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa M. Cooper, Executive Director

Date: June 24, 2020

Re: Accept an Update on the Alameda City Council Referral from October 15, 2019

---

### **BACKGROUND**

On October 15, 2019, the City of Alameda City Council discussed a referral made by Council Members Oddie and Vella to “Consider Directing Staff to Present Options to the Council on Increasing Accountability of, and Addressing Potential Conflict of Interest Issues at, the Alameda Housing Authority.”

The following action was noted in the City Council minutes:

*The City Manager stated everyone has the same goals; noted his experience began with housing; stated the root of the issue should be the focus; three City departments will need to staff the issue: City Manager’s office, Community Development Department and City Attorney’s office; he recommends starting with an informal stakeholder group, which could decide whether or not a more formalized group is needed; stated the group will focus on transparency, accountability, conflict of interest, hearing officers and informal mediation methodology, with a deadline of returning to Council February 18, 2020; stated Code Enforcement related to habitability is difficult to define and tackle.*

*Vice Mayor Knox White stated that he would like to confirm that Council has the capacity and the issue would not bump other items out of priority; expressed support for feedback brought forth at the next Council meeting.*

*Councilmember Vella stated there are differences between basic habitability versus personal likes; City accountability is needed in terms of basic habitability that can be documented.*

*Mayor Ezzy Ashcraft stated the information can be included in Housing Authority feedback to be provided.*

*Councilmember Oddie moved approval of the City Manager’s recommendations, including consideration of an incentive program to help with the 75 vouchers.*



The City Manager stated that he recommends bringing back research of how Oakland pays for vouchers.

Councilmember Vella seconded the motion, which carried by unanimous voice vote: ayes – 5.

This memo is intended to provide a brief overview of the activity on the key proposals that remain outstanding since the October 15, 2019 City Council meeting. **Updates are provided in bold.**

## **DISCUSSION**

### City-wide task force on housing issues relating to older adults

Housing Authority of the City of Alameda (AHA) staff are keen to move this forward given the current issues with hoarding and housekeeping observed in both affordable housing and private market rentals. Staff have expressed ongoing concerns for the wellbeing of individuals, as well as the impact to the wider community when more wide ranging resources and services are not available to those who have increasing acuity needs. Staff will hold an afternoon information session in April 2020 to discuss these issues and will invite community partners, including the City to attend and to offer ways to collaborate and assist in the coordination of these issues with AHA. Initial discussions with other housing providers indicate there is community support for this and staff are moving forward with scheduling. This item is on hold due to the current health crisis. There has been no action from the City either on this item. Essential services for seniors are being provided during the ongoing health crisis in collaboration with LifeSTEPS, City staff, Alameda Food Bank and Adult Protective Services. **Some initial work has started. This item will be revisited in the summer by AHA staff unless otherwise directed by the Board.**

### City to provide 75 financial incentives to facilitate lease up of Section 8 units

AHA staff have asked to meet with the City Manager and City staff on this issue. **The City is ste to approve \$75,000 from their generral fund to pay for the Rent program fees for Section 8 landlord sint he private market.**

### Code Enforcement

AHA staff have asked to meet with the City Manager and City staff on these matters. This item concerns the Alameda Rent Program. There has been no further action on this topic but this continues to be an issue for the Rent Program. **The meeting was scheduled by the City and then postponed indefinitely.**

### Information Packet

Staff is preparing a set of handouts for the AHA Board of Commissioners and the City Council Members in order to assist and direct AHA tenants and Section 8 participants to





the proper channels when approached with concerns or questions. These documents have for the most part already been provided individually. The information packet distribution was put on hold due to the current health situation and will be picked up in due course. **In progress.**

#### Hearing officers

AHA has hired a legal firm to handle informal hearings. **Complete**

#### Meeting with the Alameda Renters Coalition (ARC)

A sub-committee of the Alameda Renters Coalition (ARC) has provided continued critique of AHA practices and raised its concerns to City representatives over the past 9 months. Staff have repeatedly sought to engage the ARC sub-committee. In October 2019 the Executive Director suggested that a mediation group, SEEDs, which AHA utilizes fairly regularly, might facilitate communication but the ARC group rejected this in favor of a meeting with City staff and AHA. City staff, AHA staff, and Vice Chair Tamaoki met with ARC representatives on January 13, 2020 and a subsequent follow up meeting was scheduled for February 24, 2020. At the request of the Vice Chair, ARC provided a summary of the issues they wished to discuss in the next meeting. The February 24, 2020 meeting as cancelled due to the request by ARC to use a mediator. The meeting was then further delayed due to pending action by the City Council on the Goldfarb & Lipman request for potential waiver conflict. The City Council and Commission consented to the waiver request in May. **Two initial meetings between AHA and SEEDS were held in May. On June 8, AHA board, staff , City staff and ARC members met with SEED.**

AHA staff have committed to follow-up on all tenant specific concerns raised by ARC and AHA has repeatedly stated that the details/outcomes of concerns cannot be reported to a third party without an authorization from the subject household through a Release of Information form.

The adhoc committee of the Board to work with staff in addressing these issues is Vice Chair Tamaoki and Commissioner Kay.

#### **FINANCIAL IMPACT**

It is important to note that any policy suggestions made by an informal stakeholder group would need to be reviewed by General Counsel, approved by HUD (where it impacts a HUD-required process or HUD-funded payment) and would need to be discussed and approved by the Board of Commissioners in a public meeting. Where the proposed change(s) require a Significant Amendment to AHA's Administrative Plan, a HUD-accepted document, and/or Five Year Plan, a HUD-approved document, a public posting and hearing process would also be needed. Any additional costs, if significant, would also need Board approval. Diversion of staff time to research and respond to policy suggestions may impact the agency's ability to adequately meet its existing goals due to impact on limited resources.



This issue is expected to require considerable staff time for AHA to participate in, especially if the informal stakeholder group is established, but if necessary, the Executive Director will return with a staffing and budget plan for the work in 2020, including increasing General Counsel Services and a revised work plan for the year. Given the significant additional workload, limited staffing, and urgent priorities created by the current health crisis, it will be a challenge to allocate significant staffing to this process until the Shelter in Place orders are over and catch-up work within the agency has been addressed. The City has requested a \$5,000 contribution from AHA for the mediation.

**RECOMMENDATION**

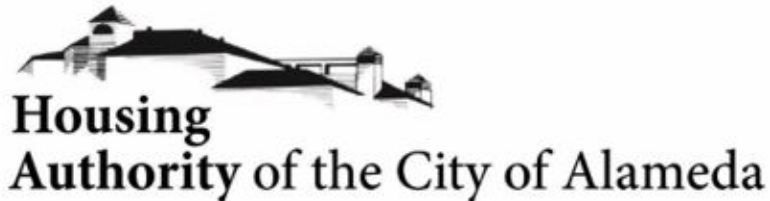
Accept an update on the Alameda City Council Referral from October 15, 2019.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director





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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Kathleen Mertz and Tony Weng, Senior Project Managers

Date: June 24, 2020

Re: Adopt the Authoring Resolution for the Ground Lease, Seller and Cash Loans, and Financing and Ownership Structure for Rosefield Village, and Authorize a Predevelopment Loan Increase to \$3,100,000 to Island City Development

---

## **BACKGROUND**

The Housing and Community Development Department provides monthly reports on projects under construction where either AHA or Island City Development (ICD) is acting as developer and provides performance guarantees. The project is expected to close on the construction financing in July 2020, so in lieu of the monthly report, this report summarizes the current status and describes the final financing plan. Please see previous monthly Board reports for project details prior to this report.

## **DISCUSSION**

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

On May 29, 2020, the last tenant awaiting a permanent move was offered two additional units within the AHA portfolio. This concludes the obligation as required by the federal and state relocation laws. As of the writing of this report, a response had not yet been received from the resident. The other five households onsite live in units to be renovated and they have opted for temporary relocation benefits. Staff continue to work with the third-party relocation specialist, Paragon Partners, to fulfill the requirements set forth in the Relocation Plan.

The design team, led by the Dahlin Group, has finished their permit drawings work and the General Contractor, JH Fitzmaurice, has the project out to bid with the subcontractors. The



Honorable Chair and  
Members of the Board of Commissioners

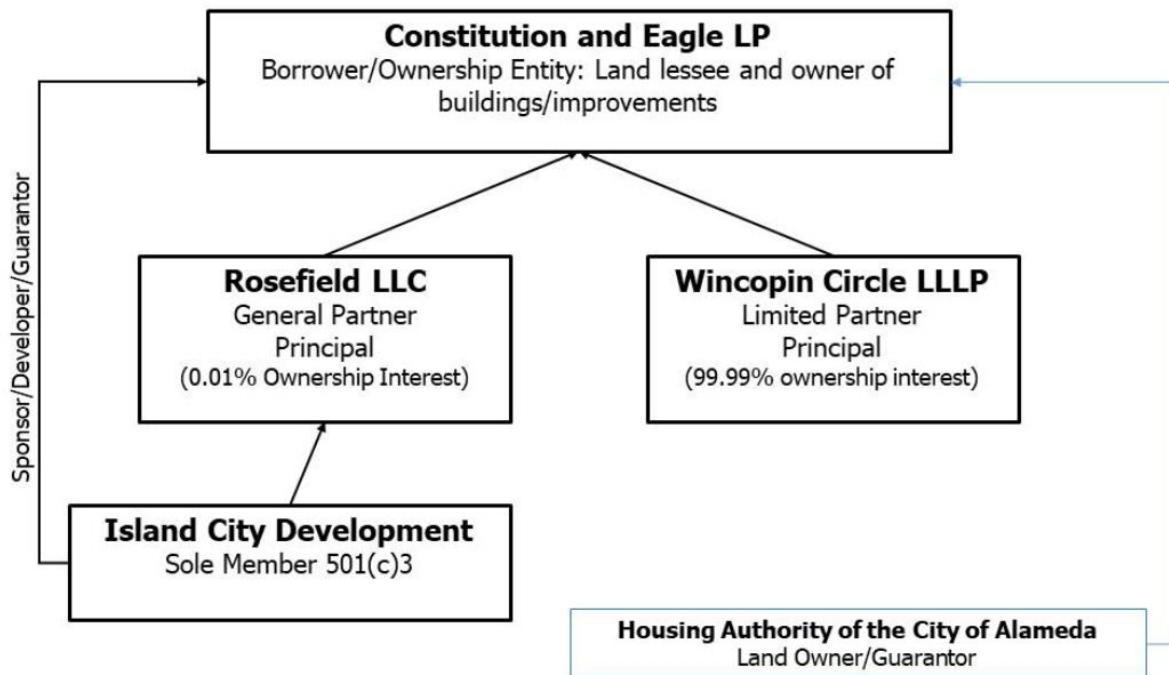
June 24, 2020  
Page 2 of 7

bid closes on June 17, 2020 and the advertisement is listed on the AHA and ICD website under the Business Opportunities page. Staff is working with lenders for all of the underwriting and due diligence approvals. The project is projected to closing on the financing on or around July 15, 2020. The TCAC hard deadline for closing and begin construction is August 17, 2020. Construction of the entire project will take approximately 22 months.

**Financial Closing Summary**

The tax credit investor and limited partner will be Enterprise Community Partners; the construction lender will be Bank of America; and permanent lender will be a Freddie Mac loan through Greystone Servicing Company. A sole member LLC (Rosefield LLC) has been formed to serve as the general partner of the tax credit partnership, Constitution and Eagle LP (Partnership). Island City Development is the sole member of the general partner LLC. The Housing Authority is the initial limited partner, and AHA will be replaced by Enterprise as the investor.

**Rosefield Village Organizational Chart**



The Partnership will serve as the owner of the improvements. The Housing Authority will continue to own the land. Beginning in the thirteenth year after the project is completed and occupied, the Housing Authority (or Island City Development) will have a right of first refusal and an option to purchase the Investor interest; the acquisition price will be the greater of the appraised value or the outstanding debt and taxes (if any).



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020

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The project was awarded Project-Based Section 8 Vouchers for 23 of the 92 total units. The Partnership and AHA executed the Agreement to Enter into a Housing Assistance Payment contract (AHAP) on May 28, 2020.

Project financing for Rosefield Village includes investor equity through the sale of 4% Low Income Housing Tax Credits and California State Tax Credits. Additionally, there are two soft (cash flow) loans from the AHA, one for seller financing and one that includes former redevelopment funds from the Alameda Unified School District (AUSD) and AHA cash reserves, a loan from the Alameda County A1 Bonds (city pool and regional pool), assumption of an existing CDBG loan plus applicable accrued interest, HOME funds, waived development impact fees from the City of Alameda, General Partner (GP) equity, and conventional debt that will be supported by tenant rents and twenty-three (23) Project-Based Section 8 Vouchers. ICD received a bond allocation of \$45,000,000 issued by California Municipal Finance Authority. The existing CDBG loan from a recent renovation of a duplex conversion from the single-family home at 738 Eagle Avenue on the property will remain in place and be assumed by the new Partnership. The two units associated with this duplex are excluded from tax credit basis but still rented as affordable. A narrative description of the financing is provided below and the financial proforma is attached as Exhibit A.

- Ground Lease: The site is owned by AHA since 1956. The land will be leased from the AHA to Constitution and Eagle LP for 75 years. This is the same structure as the other properties like Stargell Commons and Littlejohn Commons. The consideration for the lease is the land value, as discussed below under Sponsor Takeback Loan.
- First Mortgage (Greystone): The permanent debt is underwritten based on 1) projected Net Operating Income from both tenant rents and 2) project-based Section 8 voucher rents.
- Sponsor Takeback Loan (AHA): The Housing Authority currently owns the land and buildings to be renovated. The buildings to be renovated will be sold to the Partnership. The improvements and land value are based on a third-party appraisal.
- CDBG Loan Assumption plus applicable accrued loan interest: The Housing Authority used CDBG funds to renovate one single family house into a duplex in 2016-17. This existing debt will be assumed by the Partnership. This assignment and assumption is defined as a permitted transfer in the loan document.
- Alameda County Measure A1 Bond Loans: The project received two separate allocations, Base City Allocation and Regional Pool.
- Alameda Housing Authority Loan of AUSD Funds and Reserves: The Housing Authority and the Alameda Unified School District (AUSD) have a Memorandum of Understanding to direct former redevelopment funds, listed on the Recognized Obligation Payment Schedule, to affordable housing projects in the City of Alameda. Additionally, the Board has authorized a permanent loan of up to \$7 MM from cash reserves. The amount need for the cash portion has been reduced to approximately \$1 MM based on the award of other sources.
- City HOME Loan: The City of Alameda has approved HOME loans for this project. A small additional allocation is being recommended to City Council in July 2020.



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020

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- **Construction Loan (Bank of America):** This is the maximum tax-exempt bond allocation available during the construction period. This amount provides a cushion of above the 50% bond test to ensure project viability for the tax credit and bond programs.
- **Deferred Developer Fee:** These funds are committed from the Developer, Island City Development. Deferred fees will be paid from cash flow within the ten-year period.
- **Sponsor Loan/Equity of Proceeds from sale of Certificated State Tax Credits:** These funds are committed from ICD and are expected to be contributed the project via the GP, Rosefield LLC at perm conversion. Tax counsel will confirm if it is better to be a loan or equity.
- **GP Equity:** These funds are committed from the GP, Rosefield LLC at perm conversion. This is the portion of developer fee that funders require to be put back into the project rather than cashed out.
- **Limited Partner Equity (Enterprise):** Cash funds from the limited partner.

The operating budget assumptions are based on the existing Rosefield operating costs, plus additional information from the Housing Authority's existing portfolio of large family properties, and input from The John Stewart Company, property manager. This project will service both extremely low- and low-income households, from 20%-80% of the Area Median Income.

**Operating Income.** Twenty-three of the total 92 units of the Project are to be subsidized through a Project Based Voucher contract from the Housing Authority. Other resident will pay the LIHTC rents which range from \$457 to \$2,715 based on the current TCAC 2020 Rent Limits. Actual rents will be determined at lease-up.

**Operating Expenses.** Projected initial operating expenses are \$8,634 per unit per year, inclusive of social services. This includes full time property manager and maintenance personnel. The Project is expected to qualify for property tax exemption under California's Welfare Exemption for affordable housing developments subject to a tax credit regulatory agreement. The operating income can support a robust services package with case management and an afterschool program for working families provided by LifeSTEPS. Onsite support services will be provided throughout 100% of the residential units. The operating budget includes \$90,000 per year for supportive services. The leveraged 17-year term/35-year amortized permanent mortgage at approximately 3.63% interest rate is based on a minimum 1.15 debt service coverage ratio. The soft loans will all be paid prorata from cash flow.

**Affordability Restrictions:** Because of the layering of multiple funding sources, the chart below summarizes the most restrictive affordability levels only. In addition to the 55-year Low-Income Housing Tax Credit affordability restrictions, the Alameda County A1 Bond, AHA Loans, CDBG and HOME loans all include affordability restrictions as part of the loan documents. The AUSD funds do not include an affordability restriction, but per the MOU, up to 30 units could be filled with AUSD employee households because they will receive an additional preference point during the lottery. These households will still need to be income qualified to meet the other regulatory restrictions associated with the financing.





Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020

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Bedroom Size	% AMI Level	Unit Count (Most Restrictive)
0	20	7
1	20	11
1	30	5
1	50	6
1	60	11
1	80	2
2	30	2
2	50	10
2	60	9
2	80	5
3	30	3
3	50	8
3	60	10
3	80	2
2-MGR	unrestricted	1
		92

Finally, AHA will be required to provide construction completion, tax credit delivery, and operating guarantees, along with ICD, for the life of the permanent mortgage and through the 15-year initial tax credit compliance period. The financial guarantees will be reflected in the Housing Authority's financial statements as "contingent liabilities". The construction guarantee will be released at construction completion and conversion to permanent financing.

The Authorizing Resolution, attached as Exhibit B, and all legal documents associated with the transaction have been prepared and/or reviewed by outside counsel. The Housing Authority is represented by Carle Mackie Power and Ross for the transaction.

Staff reviewed the predevelopment costs and estimated that additional \$600,000 of predevelopment funds are needed to get to the construction loan closing in July 2020. The additional funds are related to architecture and engineering costs, reports and studies, permit fees, relocation costs, and financing fees to secure tax credits, bonds, and due diligence with debt and equity partners. Please see the discussion below for more details about the Predevelopment Loan.

### **FINANCIAL IMPACT**

The Board has previously authorized a \$2.5 Million loan to Island City Development for pre-development expenses.

The chart below summarizes expenses through May 2020:



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020

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Rosefield Village

Pre-development Loan from AHA	\$ 2,500,000
Usage through May 2020	\$ 2,384,399
Balance	\$ 115,601

Below is the updated predevelopment budget for Rosefield Village:

Budget Line Items	June 2019 Budget	March 2020 Budget	June 2020 Budget
Architecture and Engineering	1,400,000	\$1,400,000	\$1,525,000
Reports and Studies (appraisals, market studies, environmental reports, geotechnical reports, etc.)	125,000	\$125,000	\$200,000
Relocation Services	100,000	\$150,000	\$200,000
Legal Services	75,000	\$75,000	\$75,000
Permit and Municipality Fees	300,000	\$500,000	\$650,000
Lender and Loan Fees	0	\$250,000	\$450,000
<b>Total</b>	<b>\$2,000,000</b>	<b>\$2,500,000</b>	<b>\$3,100,000</b>

The updated predevelopment budget discussed above does not affect the overall project financial feasibility. The increased predevelopment loan represents the timing of the project costs and does not affect the overall project financial feasibility.

The Board previously approved a permanent loan of up to \$7,000,000 for the project, contingent upon staff seeking other sources to fill that gap. Staff have successfully lessened this permanent loan amount to approximately \$3,000,000. This could be further reduced should the project be awarded Affordable Housing Program funds from the Federal Home Loan Bank of San Francisco.

The project will pay \$5,615,000 in developer fee, of which \$2,000,000 is paid as cash, \$2,500,000 is deferred, and the balance is contributed back to the project as GP equity. Of this fee paid to ICD as the developer, 10% will be paid to AHA through a Development Services Agreement.

The soft loans will be paid from cash flow, and the current Proforma projects approximately \$100,000 annually after the deferred developer fee is paid in full.





Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020  
Page 7 of 7

**RECOMMENDATION**

Adopt the Authoring Resolution for the Ground Lease, Seller and Cash Loans, and Financing and Ownership Structure for Rosefield Village, and Authorize a Predevelopment Loan Increase to \$3,100,000 to Island City Development.

Respectfully submitted,

DocuSigned by:  
  
AE7A4FFC8B2642A...  
Tony Weng  
Senior Project Manager

Attachment:

- Exhibit A – Rosefield Village Financial Projections
- Exhibit B – Authorizing Resolution for Rosefield Village Project



	BN	BO	BP	BQ	BR	BT	BU	BV	BW	BX	BY																																																																																																																																																																																																																																																
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4	First Mortgage - Combined tenant rents and Section 8																																																																																																																																																																																																																																																										
5	Sponsor take back loan at AFR for value of land and buildings (subtract assumed CDBG loan)																																																																																																																																																																																																																																																										
6	CDBG assume current loan																																																																																																																																																																																																																																																										
7	County Measure A1 loan																																																																																																																																																																																																																																																										
8	Alameda Housing Authority loan of Alameda Unified School District funds																																																																																																																																																																																																																																																										
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10	City of Alameda HOME loan																																																																																																																																																																																																																																																										
11	Construction Loan - tax exempt bond at CDLAC max																																																																																																																																																																																																																																																										
12	<b>Deferred developer fee - now County may allow cash fee \$2.5m and no cap on deferred</b>																																																																																																																																																																																																																																																										
13	Sponsor loan of proceeds from sale of certificated credits																																																																																																																																																																																																																																																										
14	Refund of TCAC performance deposit, net of monitoring fee																																																																																																																																																																																																																																																										
15	GP equity - value of land - No. included above in Sponsor take - back																																																																																																																																																																																																																																																										
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17	Limited Partner @ 99.99%																																																																																																																																																																																																																																																										
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32	Acquisition of buildings to be reconstructed and rehabbed																																																																																																																																																																																																																																																										
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161,868	0					161,868																																																																																																																																																																																																																																																					
184,174	141,672					42,502																																																																																																																																																																																																																																																					
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78,750	60,577					18,173																																																																																																																																																																																																																																																					
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	BN	BO	BP	BQ	BR	BT	BU	BV	BW	BX	BY
64	Course of Construction Insurance		175,000	175,000	175,000				100% occupancy	7/31/2022	
65	Title - Construction Loan Closing		75,000	57,692	57,692		17,308		Perm conversion	1/1/2023	
66	Appraisal		20,000	20,000	20,000				Receipt of 8609 forms	4/1/2023	
67	Tax Credit Allocation Committee Fees (include performance deposit)		70,382				70,382				
68	Legal Fees - Organization		5,000				5,000				
69	Legal Fees - Construction Loan Closing		55,000	55,000	55,000						
70	Legal - Syndication -- includes \$45,000 investor legal		85,000				5,000	85,000			
71	Legal - Permanent loan closing		5,000				5,000				
72	Title - Permanent loan closing		5,000								
73	Market Study		15,000					15,000			
74	Consultant - Syndication		50,000					50,000			
75	Marketing		110,000				110,000				
76	Project Audit		40,000				40,000				
77	Operating Reserve - 6 months operations		812,324					812,324			
78	<b>Reserve for operations during rehab</b>		<b>150,000</b>					<b>150,000</b>			
79	Transition reserve -- if required by investor/lender		0								
80	Development Fee		5,615,000	5,615,000	5,000,000			615,000			
81	Repayment of Construction Loan		40,927,500					40,927,500			
82	<b>TOTAL PROJECT COSTS</b>		<b>118,216,408</b>	<b>59,484,766</b>	<b>54,769,766</b>	<b>4,715,000</b>	<b>2,341,367</b>	<b>56,390,275</b>			



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X
68	Management Fee	3.50%				70,980			53,235	72,311	74,842	77,461	80,172	82,978	85,883	88,889	92,000	95,220	98,552	102,002	105,572	109,267	113,091	117,049
69	Administrative - includes security	3.50%				58,892			44,169	59,996	62,096	64,269	66,519	68,847	71,257	73,751	76,332	79,004	81,769	84,631	87,593	90,658	93,831	97,116
70	Operating & Maintenance	3.50%				67,700			50,775	68,969	71,383	73,882	76,468	79,144	81,914	84,781	87,748	90,819	93,998	97,288	100,693	104,217	107,865	111,640
71	Payroll	3.50%				261,520			196,140	266,424	275,748	285,400	295,388	305,727	316,428	327,503	338,965	350,829	363,108	375,817	388,970	402,584	416,675	431,258
72	Services coordinator	3.50%				90,000			67,500	91,688	94,897	98,218	101,656	105,214	108,896	112,707	116,652	120,735	124,961	129,334	133,861	138,546	143,395	148,414
73	Utilities	3.50%				195,100			146,325	198,758	205,715	212,915	220,367	228,080	236,062	244,324	252,876	261,726	270,887	280,368	290,181	300,337	310,849	321,729
74	Insurance	3.50%				56,970			42,728	58,038	60,070	62,172	64,348	66,600	68,931	71,344	73,841	76,425	79,100	81,869	84,734	87,700	90,769	93,946
75	Property Taxes & Assessments	0.00%				26,680			20,010	27,180	28,132	29,116	30,135	31,190	32,282	33,411	34,581	35,791	37,044	38,340	39,682	41,071	42,509	43,997
76	State Partnership Tax					1,050			788	1,050	800	800	800	800	800	800	800	800	800	800	800	800	800	800
77	TOTAL OPERATING EXPENSES					828,892			621,669	844,414	873,682	904,233	935,853	968,580	1,002,452	1,037,510	1,073,795	1,111,349	1,150,219	1,190,448	1,232,086	1,275,181	1,319,784	1,365,949
78						9,010																		
79																								
80																								
81	Replacement reserve								0	0	46,000	92,460	139,385	186,778	171,764	219,482	267,677	316,353	365,517	292,115	341,036	390,446	440,351	490,754
82	Deposit								0	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000
83	Drawdown for improvements																							
84	Interest on balance		1.0%																					
85	New balance								0	46,000	92,460	139,385	186,778	171,764	219,482	267,677	316,353	365,517	292,115	341,036	390,446	440,351	490,754	541,158
86																								
87	Operating reserve balance								0	192,062	193,983	195,923	197,882	199,861	814,184	822,326	830,549	838,855	847,243	855,716	864,273	872,915	881,645	890,461
88	Deposit from operations								0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
89	Drawdown for operating deficits								0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
90	Interest on balance		1.0%						0	1,921	1,940	1,959	1,979	1,999	8,142	8,223	8,305	8,389	8,472	8,557	8,643	8,729	8,816	8,905
91	New balance								0	193,983	195,923	197,882	199,861	201,860	822,326	830,549	838,855	847,243	855,716	864,273	872,915	881,645	890,461	899,366

per unit

CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CN	CO	CP
<b>SOURCES AND USES OF CAPITAL CONTRIBUTIONS AND LOAN PROCEEDS</b>														
26														
27														
28														
29														
30														
31	Source of Loan or Equity													
32	Acquisition of land - value per appraisal of land for new and for rehabbed units	13,110,000												
33	Acquisition of buildings to be reconstructed and rehabbed	4,100,000												
34	Other acquisition costs	0												
35	Legal/closing costs incl transfer tax	265,451												
36	Environmental remediation	500,000												
37	Demolition	250,000												
38	Offsite work - all in City street - basis eligible	550,000												
39	Site improvements	1,400,000												
40	New Construction	31,572,434												
41	Relab of existing buildings	1,200,000												
42	Contractor general requirements/ overhead/profit	4,273,416												
43	Contractor bond and insurance	0												
44	PV system	0												
45	Personal Property in Construction Contract	150,000												
46	Furniture Purchased by Owner	100,000												
47	Construction contingency	4,727,502												
48	Loan fee 5% on AUSD funds	333,000												
49	Permits	600,000												
50	Architecture	1,900,000												
51	Survey, engineering, testing, PNA	371,000												
52	Construction management, prevailing wage monitoring	230,000												
53	Environmental reports	100,000												
54	Soft cost contingency	300,000												
55	Relocation	250,000												
56	County loan fee @ 2% loan amount + \$18k legal	161,868												
57	Construction Loan Fees B or A, 4.5%	184,174												
58	Costs of bond issuance	530,410												
59	Interest on soft loans during construction	556,126												
60	Taxes during construction	50,000												
61	Construction Loan Interest during construction - 20 months	1,074,347												
62	Construction loan interest post construction - 7 months	1,002,724												
63	Construction lender legal and costs	78,750												
64	Security during construction	80,000												
65	Course of Construction Insurance	175,000												
66	Title - Construction Loan Closing	75,000												
67	Appraisal	20,000												
68	Tax Credit Allocation Committee Fees (include performance deposit)	70,382												
69	Legal Fees - Organization	5,000												
70	Legal Fees - Construction Loan Closing	55,000												
71	Legal - Syndication -- includes \$45,000 investor legal	85,000												
72	Legal - Permanent loan closing	5,000												
73	Title - Permanent loan closing	5,000												
74	Market Study	15,000												
75	Consultant - Syndication	50,000												
76	Marketing	110,000												
77	Project Audit	40,000												
78	Operating Reserve - 6 months operations	812,324												
79	Reserve for operations during rehab	150,000												
80	Transition reserve -- if required by investor/lender	0												
81	Development Fee	5,615,000												
82	Repayment of Construction Loan	40,927,500												
	<b>TOTAL PROJECT COSTS</b>	118,216,408	16,870,720	642,590	8,334,560	4,837,285	6,660,000	1,848,577	403,350	40,927,500	2,287,350	8,278	1,115,000	231,011,563
										2,500,000	2,287,350		1,115,000	17,322,878
														5,000
														5,000
														40,000
														812,324
														3,106,722
														17,322,878
														231,011,563

	CS	CT	CU	CV	CW	CX	CY	CZ
26	DISBURSEMENTS OF LIMITED PARTNER CAPITAL CONTRIBUTIONS							
27								
28								
29		Totals	Closing 8/1/2020 2,310,158	50% complete 8/1/2021 200,000	completion 8/1/2022 300,000	Conversion 1/1/2023 19,579,100	8609 4/1/2023 100,000	Reserves 1/1/2028 612,324
30								
31	Acquisition of land - value per appraisal of land for new and for rehabbed units	0						
32	Acquisition of buildings to be reconstructed and rehabbed	0						
33	Other acquisition costs	0						
34	Legal/closing costs incl transfer tax	0						
35	Environmental remediation	0						
36	Demolition	0						
37	Offsite work - all in City street - basis eligible	0						
38	Site improvements	0						
39	New Construction	1,670,158	1,670,158					
40	Rehab of existing buildings	0						
41	Contractor general requirements/ overhead/profit	0						
42	Contractor bond and insurance	0						
43	PV system	0						
44	Personal Property in Construction Contract	0						
45	Furniture Purchased by Owner	0						
46	Construction contingency	0					0	
47	Loan fee 5% on AUSD funds	0						
48	Permits	0						
49	Architecture	0						
50	Survey, engineering, testing, PNA	0						
51	Construction management, prevailing wage monitoring	0						
52	Environmental reports	0						
53	Soft cost contingency	0					0	
54	Relocation	0						
55	County loan fee @ 2% loan amount + \$18k legal	0						
56	Construction Loan Fees B of A .45%	0						
57	Costs of bond issuance	0						
58	Interest on soft loans during construction	0						
59	Taxes during construction	0					0	
60	Construction Loan Interest during construction - 20 months	0					0	
61	Construction loan interest post construction - 7 months	0					0	
62	Construction lender legal and costs	0					0	
63	Security during construction	0					0	
64	Course of Construction Insurance	0					0	
65	Title - Construction Loan Closing	0					0	

	CS	CT	CU	CV	CW	CX	CY	CZ
66	Appraisal	0						
67	Tax Credit Allocation Committee Fees (include performance deposit)	0	0					
68	Legal Fees - Organization	0	0					
69	Legal Fees - Construction Loan Closing	55,000	55,000					
70	Legal - Syndication -- includes \$45,000 investor legal	85,000	85,000					
71	Legal - Permanent loan closing	5,000			5,000			
72	Title - Permanent loan closing	5,000			5,000			
73	Market Study	0			0			
74	Consultant - Syndication	0			0			
75	Marketing	0			0			
76	Project Audit	40,000			40,000			
77	Operating Reserve - 6 months operations	812,324			200,000			612,324
78	Reserve for operations during rehab	0		0	0			0
79	Transition reserve -- if required by investor/lender	0			0			0
80	Development Fee	3,106,722	500,000	200,000	300,000	2,006,722	100,000	
81	Repayment of Construction Loan	17,322,378				17,322,378		
82	TOTAL PROJECT COSTS	23,101,583	2,310,158	200,000	300,000	19,579,100	100,000	612,324





	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET
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EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP
59 New Balance	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,660,000	6,615,284
60																		
61																		
62 Alameda Housing Authority	1.79%																	
63	Year																	
64 Interest on Last Balance	2022																	2037
65 Balance	24,786																	42,920
66 Amount Paid from Capital Contributions	1,848,577	1,848,577	1,848,577	1,906,853	1,940,943	1,975,641	2,010,960	2,046,910	2,083,503	2,120,751	2,158,664	2,197,254	2,236,535	2,276,518	2,317,216	2,358,641	2,400,807	2,443,727
67 Amount Paid from Operations	0																	
68 New Balance	1,848,577	1,848,577	1,873,363	1,906,853	1,940,943	1,975,641	2,010,960	2,046,910	2,083,503	2,120,751	2,158,664	2,197,254	2,236,535	2,276,518	2,317,216	2,358,641	2,400,807	2,431,315
69																		
70																		
71 City HOME	1.79%																	
72	Year																	
73 Interest on Last Balance	2022																	2037
74 Balance	5,408																	9,365
75 Amount Paid from Capital Contributions	403,350	403,350	403,350	416,066	423,504	431,075	438,781	446,625	454,610	462,737	471,009	479,430	488,001	496,725	505,605	514,644	523,844	533,209
76 Amount Paid from Operations	0																	
77 New Balance	403,350	403,350	408,758	416,066	423,504	431,075	438,781	446,625	454,610	462,737	471,009	479,430	488,001	496,725	505,605	514,644	523,844	530,579
78																		
79 GP loan - State cert credits	0.00%																	
80	Year																	
81 Interest on Last Balance	2022																	2037
82 Balance	2,287,350																	9,200
83 Amount Paid from Capital Contributions	0																	
84 Amount Paid from Operations	0																	
85 New Balance	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350	2,287,350
86																		
87 Deferred developer fee	0.00%																	
88	Year																	
89 Interest on Last Balance	2022																	2035
90 Balance	2,500,000																	143,520
91 Amount Paid from Operations	444,564																	143,520
92 New Balance	2,055,436	1,971,743	1,762,913	1,637,942	1,499,229	1,346,757	1,180,519	1,000,523	806,786	599,341	378,232	221,109	207,445	378,232	143,520	0		

	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR
2	CAPITAL ACCOUNT ANALYSIS DURING OWNERSHIP BY LIMITED PARTNERSHIP																		
3	Limited Partner Share	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
4	Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
5	Basis	73,942,904	73,791,181	73,597,267	72,325,653	70,268,102	68,236,801	66,224,232	64,156,938	62,842,837	60,865,402	58,888,532	56,912,132	54,823,569	52,980,538	51,009,550	49,039,042	47,069,220	44,938,146
6	Deductions from Basis	-65,480	-157,151	-1,519,510	-2,105,945	-2,080,180	-2,061,937	-2,054,280	-2,044,472	-2,033,847	-2,033,847	-2,033,946	-2,023,640	-2,022,330	-2,029,036	-2,029,135	-2,029,036	-2,025,677	-1,998,969
7	Basis at end of year	73,877,425	73,634,030	72,077,757	70,219,707	68,187,922	66,174,865	64,169,953	62,112,467	60,808,990	58,831,555	56,854,586	54,888,492	52,801,239	50,951,502	48,980,414	47,010,006	45,043,544	42,939,177
8	Outstanding Nonrecourse Debt	9,380,500	9,380,500	23,025,786	23,015,858	23,001,774	22,983,298	22,960,185	22,932,179	22,899,010	22,860,399	22,816,053	22,765,666	22,708,919	22,645,476	22,574,991	22,497,097	22,411,417	22,256,428
9	Minimum Gain on Chargeback	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10																			
11	LP CAPITAL ACCOUNT																		
12	Capital Account Balance	0	2,066,007	2,037,560	-139,926	17,377,434	15,259,825	13,178,938	11,124,526	9,099,215	7,722,737	5,753,859	3,805,166	1,887,426	0	0	0	0	0
13	Capital Contributions	2,310,158	200,000	300,000	19,679,100			612,324											
14	Deductions	-94,166	-228,447	-2,477,486	-2,161,740	-2,117,609	-2,080,888	-2,054,412	-2,025,311	-1,988,802	-1,968,878	-1,948,694	-1,917,740	-1,887,426	0	0	0	0	0
15	subtract 1/2 of solar credit	0																	
16	Syndication Expenses	-149,985																	
17	Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	End of Year Capital Account	2,066,007	2,037,560	-139,926	17,377,434	15,259,825	13,178,938	11,124,526	9,099,215	7,722,737	5,753,859	3,805,166	1,887,426	0	0	0	0	0	0
19																			
20	Minimum Gain Chargeback	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	Capital Account plus Chargeback	2,066,007	2,037,560	-139,926	17,377,434	15,259,825	13,178,938	11,124,526	9,099,215	7,722,737	5,753,859	3,805,166	1,887,426	0	0	0	0	0	0
22																			
23	<b>GP CAPITAL ACCOUNT</b>																		
24	Capital account balance	1,115,000	1,108,762	1,093,790	1,031,623	947,182	859,813	769,390	675,805	578,947	478,702	374,951	267,571	156,436	41,415	-1,952,364	-3,928,662	-5,887,051	-7,824,039
25	deductions	-6,238	-14,972	-62,167	-84,441	-87,368	-90,423	-93,585	-96,858	-100,245	-103,751	-107,379	-111,135	-115,022	-1,993,778	-1,976,299	-1,958,388	-1,936,988	-1,893,646
26	end of year capital account	1,108,762	1,093,790	1,031,623	947,182	859,813	769,390	675,805	578,947	478,702	374,951	267,571	156,436	41,415	-1,952,364	-3,928,662	-5,887,051	-7,824,039	-9,717,685
27																			
28	CALCULATION OF TAX CONSEQUENCES ON SALE (TRANSFER) OF LIMITED PARTNERSHIP INTERESTS (outside basis)																		
29	Initial Capital Account	2,215,992	2,187,545	10,059	17,527,419	15,409,810	13,328,923	11,274,511	9,249,200	7,872,722	5,903,844	3,955,151	2,037,411	149,985	149,985	149,985	149,985	149,985	149,985
30	Capital Contributions	2,310,158	200,000	300,000	19,679,100	0	0	612,324	0	0	0	0	0	0	0	0	0	0	0
31	Allocated Losses during Ownership	-94,166	-228,447	-2,477,486	-2,161,740	-2,117,609	-2,080,888	-2,054,412	-2,025,311	-1,988,802	-1,968,878	-1,948,694	-1,917,740	-1,887,426	0	0	0	0	0
32	Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	Basis in Partnership Interest	2,215,992	2,187,545	10,059	17,527,419	15,409,810	13,328,923	11,274,511	9,249,200	7,872,722	5,903,844	3,955,151	2,037,411	149,985	149,985	149,985	149,985	149,985	149,985
34																			
35	Tax Benefits (Losses) on Sale	2,215,992	2,187,545	10,059	17,527,419	15,409,810	13,328,923	11,274,511	9,249,200	7,872,722	5,903,844	3,955,151	2,037,411	149,985	149,985	149,985	149,985	149,985	149,985
36	After Tax Benefits (Losses)	465,358	459,384	2,112	3,680,758	3,236,060	2,799,074	2,367,647	1,942,332	1,653,272	1,239,807	830,582	427,856	31,497	31,497	31,497	31,497	31,497	31,497

	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	
49	INTERNAL RATE OF RETURN (CALCULATED QUARTERLY)						INTERNAL RATE OF RETURN (CALCULATED QUARTERLY)					
50	DATE	BENEFIT	INVESTMENT	NET	IRR		DATE	BENEFIT	INVESTMENT	NET	IRR	
51	<b>INCLUDES PMT FOR STATE CERTS</b>						<b>INCLUDES FED CREDIT/EQUITY ONLY</b>					
52	<b>AT PERM CONVERSION PAYMENT</b>											
53	Mar-20			0	4.80%		Mar-20			0	4.29%	
54	Jun-20			0			Jun-20			0		
55	Sep-20	9,887	2,310,158	-2,300,271			Sep-20	9,887	2,310,158	-2,300,271		
56	Dec-20	9,887		9,887			Dec-20	9,887		9,887		
57	Mar-21	11,993		11,993			Mar-21	11,993		11,993		
58	Jun-21	11,993		11,993			Jun-21	11,993		11,993		
59	Sep-21	11,993	200,000	-188,007			Sep-21	11,993	200,000	-188,007		
60	Dec-21	11,993		11,993			Dec-21	11,993		11,993		
61	Mar-22	1,007,004		1,007,004			Mar-22	437,156		437,156		
62	Jun-22	1,007,004		1,007,004			Jun-22	437,156		437,156		
63	Sep-22	1,007,004	300,000	707,004			Sep-22	437,156	300,000	137,156		
64	Dec-22	1,007,004		1,007,004			Dec-22	437,156		437,156		
65	Mar-23	786,184	21,866,450	-21,080,266			Mar-23	683,282	19,579,100	-18,895,818		
66	Jun-23	786,184	100,000	686,184			Jun-23	683,282	100,000	583,282		
67	Sep-23	786,184		786,184			Sep-23	683,282		683,282		
68	Dec-23	786,184		786,184			Dec-23	683,282		683,282		
69	Mar-24	680,965		680,965			Mar-24	680,965		680,965		
70	Jun-24	680,965		680,965			Jun-24	680,965		680,965		
71	Sep-24	680,965		680,965			Sep-24	680,965		680,965		
72	Dec-24	680,965		680,965			Dec-24	680,965		680,965		
73	Mar-25	679,037		679,037			Mar-25	679,037		679,037		
74	Jun-25	679,037		679,037			Jun-25	679,037		679,037		
75	Sep-25	679,037		679,037			Sep-25	679,037		679,037		
76	Dec-25	679,037		679,037			Dec-25	679,037		679,037		
77	Mar-26	677,647		677,647			Mar-26	677,647		677,647		
78	Jun-26	677,647		677,647			Jun-26	677,647		677,647		
79	Sep-26	677,647		677,647			Sep-26	677,647		677,647		
80	Dec-26	677,647		677,647			Dec-26	677,647		677,647		
81	Mar-27	676,119		676,119			Mar-27	676,119		676,119		
82	Jun-27	676,119		676,119			Jun-27	676,119		676,119		
83	Sep-27	676,119		676,119			Sep-27	676,119		676,119		
84	Dec-27	676,119		676,119			Dec-27	676,119		676,119		
85	Mar-28	674,203	612,324	61,878			Mar-28	674,203	612,324	61,878		
86	Jun-28	674,203		674,203			Jun-28	674,203		674,203		
87	Sep-28	674,203		674,203			Sep-28	674,203		674,203		
88	Dec-28	674,203		674,203			Dec-28	674,203		674,203		
89	Mar-29	673,157		673,157			Mar-29	673,157		673,157		
90	Jun-29	673,157		673,157			Jun-29	673,157		673,157		
91	Sep-29	673,157		673,157			Sep-29	673,157		673,157		
92	Dec-29	673,157		673,157			Dec-29	673,157		673,157		
93	Mar-30	672,097		672,097			Mar-30	672,097		672,097		
94	Jun-30	672,097		672,097			Jun-30	672,097		672,097		
95	Sep-30	672,097		672,097			Sep-30	672,097		672,097		
96	Dec-30	672,097		672,097			Dec-30	672,097		672,097		
97	Mar-31	670,472		670,472			Mar-31	670,472		670,472		
98	Jun-31	670,472		670,472			Jun-31	670,472		670,472		
99	Sep-31	670,472		670,472			Sep-31	670,472		670,472		
100	Dec-31	670,472		670,472			Dec-31	670,472		670,472		
101	Mar-32	361,792		361,792			Mar-32	361,792		361,792		
102	Jun-32	361,792		361,792			Jun-32	361,792		361,792		
103	Sep-32	361,792		361,792			Sep-32	361,792		361,792		
104	Dec-32	361,792		361,792			Dec-32	361,792		361,792		
105	Mar-33	0		0			Mar-33	0		0		
106	Jun-33	0		0			Jun-33	0		0		
107	Sep-33	0		0			Sep-33	0		0		
108	Dec-33	0		0			Dec-33	0		0		
109	Mar-34	0		0			Mar-34	0		0		
110	Jun-34	0		0			Jun-34	0		0		
111	Sep-34	0		0			Sep-34	0		0		
112	Dec-34	0		0			Dec-34	0		0		
113	Mar-35	0		0			Mar-35	0		0		
114	Jun-35	0		0			Jun-35	0		0		
115	Sep-35	0		0			Sep-35	0		0		
116	Dec-35	0		0			Dec-35	0		0		
117	Mar-36	0		0			Mar-36	0		0		
118	Jun-36	0		0			Jun-36	0		0		
119	Sep-36	0		0			Sep-36	0		0		
120	Dec-36	0		0			Dec-36	0		0		
121	Mar-37	31,497		31,497			Mar-37	31,497		31,497		
122	Jun-37			0			Jun-37			0		

## HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.*\_\_\_\_\_**Rosefield Village**

**WHEREAS**, the Housing Authority of the City of Alameda (the “**Housing Authority**”) is the owner of that certain land located at 715, 717, 727 Buena Vista Avenue and 738, 740, 742, 746 Eagle Avenue in the City of Alameda (the “**Land**”), which is commonly referred to as Rosefield Village;

**WHEREAS**, the Housing Authority and Island City Development, a California nonprofit public benefit corporation (“**ICD**”) entered into that certain Option Agreement effective as of August 6, 2019, by and between the Housing Authority as seller and ICD as buyer (the “**Option Agreement**”) with respect to the Land;

**WHEREAS**, ICD has formed and is the sole member and manager of Rosefield LLC, a California limited liability company (the “**LLC**”), and the LLC has formed and is the sole general partner of Constitution and Eagle LP, a California limited partnership (the “**Partnership**”), with the Housing Authority as the initial sole limited partner of the Partnership;

**WHEREAS**, as part of the transactions contemplated below, ICD will assign the Option Agreement to the Partnership;

**WHEREAS**, the Housing Authority intends to record an “**Affordable Housing Agreement**” against the Land prior to entering into the Ground Lease (as defined below). The form of such agreement was approved by the Board of Commissioners (the “**Board**”) on October 18, 2017;

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority, as lessor, to enter into a ground lease and memorandum of ground lease with the Partnership as lessee, with respect to the Land for a term of 75 years, or longer if so deemed necessary by an officer of the Housing Authority, and upon such terms and conditions as deemed necessary or appropriate by an officer of the Housing Authority (the “**Ground Lease**”);

**WHEREAS**, the Partnership intends to acquire, rehabilitate, construct, own and operate 92 units of affordable housing (including 1 manager’s unit) on the Land (the Partnership’s leasehold interest in the Land and fee interest in the improvements, including the affordable housing, now or hereafter located thereon is collectively referred to herein as the “**Project**”);

**WHEREAS**, the Housing Authority desires to provide a seller takeback loan to the Partnership in an amount estimated to be approximately \$17,000,000, but may be increased to an amount not to exceed the sum of the capitalized ground lease rent for the Land and the purchase price for the improvements located thereon, which loan shall be

secured by the Project and evidenced and secured by a note or loan agreement, deed of trust, and such other documents deemed necessary or appropriate by an officer of the Housing Authority (the “**Seller Loan**”);

**WHEREAS**, the Housing Authority desires to provide a cash loan to the Partnership up to the approximate amount of \$11,000,000 (which may include, without limitation, the Pass-Through funds from the Memorandum of Understanding with the Alameda Unified School District of approximately \$6,600,000 and, approximately \$2,000,000 construction contingency related to coronavirus cost escalation, and approximately \$900,000 of Affordable Housing Program bridge loan funds if awarded) which loan shall be secured by the Project and evidenced and secured by a note or loan agreement, deed of trust, regulatory agreement and such other documents deemed necessary or appropriate by an officer of the Housing Authority (the “**Cash Loan**”);

**WHEREAS**, the Board of Commissioners (the “**Board**”) of the Housing Authority deems it to be in the best interests of the Housing Authority to assist in the acquisition, rehabilitation, construction and development of the Project by the Partnership by: (i) withdrawing as limited partner from the Partnership and facilitating the admission of an affiliate of Enterprise Housing Credit Investments, LLC, as nominee, or a substitute investor (“**Investor**”) as a 99.99% limited partner in the Partnership in exchange for capital contributions to the Partnership of approximately \$24,000,000, (ii) amending and restating the agreement of limited partnership of the Partnership (the “**Partnership Agreement**”) to provide for such other matters as may be required by the Investor, and (iii) entering into the Guaranty Agreement (the “**Guaranty Agreement**”) for the benefit of the Partnership and the Investor (collectively, the “**Syndication**”);

**WHEREAS**, ICD or the LLC (as applicable, the “**State Credit Recipient**”) intends to sell (the “**State Credit Sale**”) certain low income housing tax credits allocated to the State Credit Recipient to Investor or a substitute purchaser for a purchase price of approximately \$2,500,000 (the “**State Credit Proceeds**”);

**WHEREAS**, the Partnership intends to obtain the following financings for the Project, which will be secured by liens on the Project (“**Secured Financings**”):

(a) A recourse construction loan (the “**Senior Tax-Exempt Loan**”), from California Municipal Finance Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California (“**Governmental Lender**”), in the approximate amount of \$42,000,000, which Senior Tax-Exempt Loan is anticipated to convert to a non-recourse permanent loan in the approximate amount of \$14,000,000 following stabilization of the Project and certain other conditions. The Senior Tax-Exempt Loan is anticipated to be funded by the proceeds of a loan (the “**Funding Loan**”) made to Governmental Lender from Bank of America, N.A., a national banking association (in such capacity, the “**Initial Funding Lender**”), in the approximate amount of \$42,000,000, which Funding Loan is anticipated to be secured by an assignment of Governmental Lender’s rights, title, and interests in and to the Senior Tax-Exempt Loan, and which Funding Loan is anticipated to be purchased by Greystone Servicing Company LLC under a Freddie Mac loan program, or another permanent lender (in such capacity, the



“**Permanent Funding Lender**”) in the approximate amount of \$14,000,000, in connection with the conversion of the Senior Tax-Exempt Loan.

(b) The Cash Loan.

(c) The Seller Loan.

(d) A nonrecourse loan from the County of Alameda (the “**County**”) of A1 funds in the approximate amount of \$8,100,000.

(e) An assumed nonrecourse loan from the City of Alameda (“**City**”) of Community Development Block Grant Program funds in the approximate amount of \$620,000, together with accrued interest.

(f) A nonrecourse loan of HOME funds from the City in the approximate amount of \$400,000, and, if awarded, additional HOME funds from the City in the approximate amount of \$125,000.

(g) A loan from either the Housing Authority, ICD, Bank of America, N.A. a national banking association, or another bank or lender of Affordable Housing Program funds in the approximate amount of \$900,000.

(h) A nonrecourse loan from the State Credit Recipient of the State Credit Proceeds; alternatively, the Partnership may receive the State Credit Proceeds as an equity investment directly from Investor.

**WHEREAS**, as a condition of the State Proceeds Sale, the Secured Financings and the Syndication, the lenders and the Investor may require that the Housing Authority (a) guaranty the payment and performance by ICD, the Partnership, and/or the LLC of their obligations under the documents evidencing and securing the Secured Financings and the Syndication, and guaranty timely lien-free completion of the Project and make certain indemnities (the “**Guaranties**”), and/or (b) assign the Housing Authority’s interest in any fees from the Partnership as security for the Secured Financings and the Syndication (the “**Security Assignments**”), and/or (c) provide the Housing Authority’s fee interest in the Land as security for the Secured Financings (the “**Deeds of Trust**”), and the Board deems it to be in the best interests of the Housing Authority to make and enter into the Guaranties, Security Assignments and Deeds of Trust;

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority to execute and deliver any and all documents or agreements necessary or advisable for the acquisition, development, financing, construction, rehabilitation, management, operation and maintenance of the Project, including, but not limited to, all grant deeds, deeds of trust, UCC financing statements, regulatory agreements, assignments of rents, leases, income and profits, general assignments, construction contracts, architect agreements, grant agreements, development agreements (with the Housing Authority as developer), sub-development agreements, management agreements, service contracts, housing assistance payments contracts and similar or related agreements for housing subsidies, and any other types of agreements (collectively, the “**Project Documents**”);

**WHEREAS**, the Board deems it to be in the best interest of the Housing Authority to execute such documents and to perform such actions as may be required in order to obtain all necessary and appropriate entitlements, permits and any other authorization for the acquisition, development, management or operation of the Project and for any waiver of entitlement or similar fees (collectively, the “**Entitlement Documents**”);

**WHEREAS**, the Board deems it to be in the best interest of the Housing Authority to execute such documents (including, without limitation, any indemnities and guaranties) and to perform such actions as may be required in order to obtain all necessary and appropriate title insurance (owner and lender policies) for the Project and for any waiver of entitlement or similar fees (collectively, the “**Title Documents**”); and

**WHEREAS**, the Housing Authority has approved a housing assistance payments contract to be entered into with the Partnership, an agreement to enter into a housing assistance payments contract, or such other agreement or document in connection with a project-based voucher assistance (collectively, the “**HAP Documents**”).

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the City of Alameda hereby approves and is authorized to enter into the following transactions and documents, as applicable:

1. Affordable Housing Agreement;
2. Ground Lease;
3. Seller Loan;
4. Cash Loan;
5. Partnership Agreement, the Guaranty Agreement and the Syndication;
6. Secured Financings;
7. Guaranties, Security Assignments and Deeds of Trusts;
8. Project Documents;
9. Entitlement Documents;
10. Title Documents;
11. HAP Documents; and
12. Such other documents, agreements and contracts deemed necessary or advisable by an officer of the Housing Authority in furtherance of these resolutions and/or to assist in the development of the Project (collectively, the “**Transaction Documents**”), using its own independent judgment.

**BE IT FURTHER RESOLVED**, that the Board hereby authorizes the Executive Director, or her designee to accept the Transaction Documents subject to any minor conforming, technical or clarifying changes approved by the Executive Director or her designee and Housing Authority general counsel. The Executive Director, or her designee, are hereby further authorized and directed to take such further actions and execute and record such documents as are necessary to accept the Transaction Documents.

**BE IT FURTHER RESOLVED**, that all actions previously taken by the Housing Authority, or its employees, officers and agents in connection with the Project or the transactions described herein are hereby ratified and approved.

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ATTEST:

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Vanessa M. Cooper  
Executive Director/Secretary

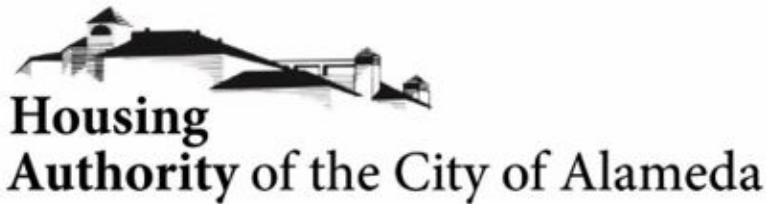
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Arthur Kurrasch, Chair  
Board of Commissioners

Adopted:

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Date



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Greg Kats, Director of the Alameda Rent Program

Date: June 24, 2020

Re: Recommendation to Authorize the Executive Director to Approve a Three-Year Service Agreement between the City of Alameda and the Housing Authority of the City of Alameda, for FY 2020-21 through FY 2022-23, to Administer the Rent Control Ordinance (Ordinance No. 3250) and Implementing Regulations for the City of Alameda's Rent Program

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## **BACKGROUND**

The Alameda Rent Program (RP) was established by the Alameda City Council in 2016 to implement city-wide regulations for private market residential rental properties under Rent Ordinance No. 3148. These regulations were created in response to rising rents, low vacancy rates, and mounting cases of “no cause” evictions in Alameda and throughout the Bay Area. Under the latter ordinance, the RP provided a hearing process for rent increase-related disputes, imposed substantial limitations on “no cause” evictions, and required landlords to pay relocation fees for “no cause” and certain “no fault” terminations of tenancy. All units in which the rents were regulated by federal law or by regulatory agreements between the landlord and the government (e.g. the Housing Choice Voucher program) were exempt from Ordinance No. 3148.

Prior to the RP, the Housing Authority of the City of Alameda (AHA) staffed the now defunct Rent Review Advisory Committee (RRAC) as part of an existing service agreement to implement affordable housing programs and housing-related services on behalf of the City of Alameda (City). When the RP was created in 2016, the AHA and the City entered into an additional service agreement, making the AHA the Program Administrator for the RP. Through a competitive RFP process, the AHA was selected in 2017 to continue as the Program Administrator until June of 2020, with an option for further extension of the contract.

The service agreement between the City of Alameda and the Rent Program expires on June 30, 2020. AHA has received written confirmation from the City Manager indicating that City staff will recommend, to the City Council, a three-year service agreement extension effective July 1, 2020, during which AHA would continue to administer the Alameda Rent Program.



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## **DISCUSSION**

On April 2, 2019, the Alameda City Council adopted Resolution 15517 concerning the procedures and restrictions for terminating a tenant due to withdrawal of their unit from the residential rental market (Ellis Act Policy). The City Council also approved an amendment to eliminate the sunset clause (December 31, 2019) from Ordinance 3148.

Effective July 5, 2019, terminations of tenancy for “no cause” were prohibited for all residential rental units in the City of Alameda under Ordinance 3244, the contents of which were later incorporated into Ordinance 3250.

Effective August 15, 2019, Ordinance 3246, also referred to as the Annual General Adjustment (AGA) Ordinance, stipulated that rent increases effective after September 1, 2019 cannot exceed 2.8%. The maximum rent increase for each subsequent year will be calculated based on 70% of the percentage change in the Consumer Price Index (CPI) for the 12-month period ending April of each year. This ordinance had other provisions that establish new rent regulations, including annual registration of rental units by landlords, an ability to “bank” unused rent increases (with certain limitations), and the right to petition for an upward or downward adjustment in the maximum allowable rent through a binding hearing process. Single-family homes, condominiums, and multi-family units built after 1995 are exempt from the rent increase limitations in the Ordinance, but landlords will be required to register their rental units with the program. This Ordinance was also later incorporated into Ordinance 3250.

At its September 3, 2019 meeting, the City Council adopted rent regulations in the form of Urgency Ordinance 3249, effective immediately, and a non-urgency ordinance (Ordinance 3250 or “the Ordinance”), effective 30 days after the second reading of the Ordinance. Below is a summary of the amendments approved by the City Council:

- Numerous definitions added to the ordinance and clarification provided on which units are exempt from the ordinance.
- The length of time an owner must reside in the unit following a termination for owner move in was increased from one year to three years.
- The calculation for permanent relocation payments was changed to tie the formula to fair market rents.
- The option to trade extra time in the unit for a reduction in relocation payments was eliminated.
- Buyout agreements are now regulated and provide tenants with a 30 day “right to rescind.”
- The Rent Review Advisory Committee (RRAC) has been effectively replaced by a petition-based process adjudicated by professional hearing officers. No hearing process exists for Costa Hawkins exempt units.
- Eviction protections were extended to Section 8 voucher holders. Relocation payments for termination of tenancy will now be required for a number of permitted no cause terminations, which have been greatly limited to reasons such as owner move in or removal of the unit from the rental market.



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- A relocation payment is required when a rent increase is more than 10% and the tenant decides to vacate rather than pay the increase. A relocation payment is also required when a rent increase for a Section 8 unit results in the tenant's portion of the rent increasing over 10% and the tenant decides to vacate the unit rather than pay the increase.
- A relocation payment is required when a tenant vacates a rental unit in compliance with a governmental agency's order to vacate or due to health or safety conditions for which the tenant is not at fault.
- All Alameda residential rental units, including Section 8 units, will be required to register with the Rent Program.
- For the Fiscal Year 2020-21 program fee, landlords will be allowed to pass through 50% of the Rent Program fee without it being included in the calculation of a rent increase. The AHA has requested that this pass through not apply to Section 8 units.
- The City Council also adopted a fair housing ordinance that would prohibit discrimination, including for source of income (such as Section 8), age, disability, and family status, and would also prohibit tenant harassment and lockouts.

Program services now include:

- Enforcing the AGA rent cap and addressing invalid rent increases.
- Ensuring that terminations of tenancy are conducted based on allowable grounds.
- Monitoring relocation assistance payments to ensure that landlords pay displaced tenants the correct amount in a timely manner.
- Administering a petition process for upward and downward rent adjustments.
- Conducting program monitoring to ensure compliance with regulations.
- Registering all rental units in the City of Alameda in the Rent Registry database
- Addressing public inquiries and providing information about the City's Rent Ordinance.
- Collaborating with the community to provide outreach, which includes workshops, events, newsletters, reports and public announcements.

As a result of these assorted changes to the program's policies and procedure, the new service agreement includes a scope of services which entails the following: (a) responding to public inquiries about the Ordinance (b) creating and implementing procedures, forms, a website and educational materials and conduct public information trainings/clinics (c) managing the termination and relocation benefits provisions of the Ordinance (d) investigating and resolving invalid rent increase (e) coordinating the petition process for upward/downward rent adjustments and (f) registering all residential rental units in the rent registry database.

Requested changes to the service agreement include the following:



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- A new Program Hours Matrix (as an attachment to the agreement) which estimates revised services, and associated workloads, under the new program structure.
- Program budgets for FY 2020-21, FY 2021-22, FY 2022-23.
- Updated reporting criteria.
- A stipulation that the City of Alameda fund the unfunded CalPERS liability up to \$15,000 per year for Housing Authority staff assigned to the Alameda Rent Program.
- Procedures for changing the contract - both increases in scope and decreases.
- Clarifying language regarding the rental unit registration and fee collection processes.
- Requirement for timely resolution of enforcement activities by the City.

The FY 2019-20 program budget (the last approved budget) is \$1,140,590 and currently supports six full-time staff members. The proposed program budget for 2020-21 has a total budget of \$1,294,988 and supports 6.5 staff (with .5 FTE of temporary staffing added in order to account for the increased workload stemming from the recent programmatic changes described above).

### **FINANCIAL IMPACT**

There are no financial changes to the Alameda Housing Authority resulting from the continuation of this service agreement. The program budget is funded through an annual program fee paid by landlords whose units are covered under the Ordinance. Expenses are paid on a reimbursement basis. There will, however, be a financial impact to the City of Alameda's general fund, in the estimated amount of \$78,000, as the City Council has agreed to pay the Rent Program registration fee on behalf of landlords who accept HCV (Section 8) tenants, in order to incentivize participation in the HCV (Section 8) Program.


### **RECOMMENDATION**

Authorize the Executive Director to approve a three-year Service Agreement between the City of Alameda and the Housing Authority of the City of Alameda, for FY 2020-21 through FY 2022-23, to administer the Rent Control Ordinance (Ordinance No. 3250) and Implementing Regulations for the City of Alameda's Rent Program.



Honorable Chair and  
Members of the Board of Commissioners

Respectfully submitted,

DocuSigned by:  
  
93EBFF900664467...

Gregory Kats  
Director of the Alameda Rent Program

Exhibit:

1. Alameda Rent Program Service Agreement
2. Alameda Rent Program Budget
3. Alameda Rent Program Estimated Program Hours
4. Ordinance 3250



## SERVICES AGREEMENT

### (PROGRAM ADMINISTRATOR SERVICES FOR THE RENT CONTROL, LIMITATIONS ON EVICTIONS AND RELOCATION PAYMENTS TO CERTAIN DISPLACED TENANTS ORDINANCE (ORDINANCE NO. 3250))

THIS SERVICE AGREEMENT (“Agreement”) is made as of July 1, 2020 between the City of Alameda, a municipal corporation (“City”) and the Housing Authority of the City of Alameda, a public body corporate and politic (“Housing Authority”).

### RECITALS

A. City has the need for a service provider to serve as the Program Administrator for the City in connection with the City’s Rent Control, Limitations on Evictions and Relocation Payments to Certain Displaced Tenants Ordinance (Ordinance No. 3250), a copy of which Ordinance is attached hereto as Attachment A (“Ordinance”).

B. There is a long-standing and mutually beneficial relationship between the City and the Housing Authority in providing community development and housing services in Alameda as well as the role of the Housing Authority in the broader Alameda community of promoting housing affordability and stability.

C. City desires to contract with the Housing Authority to perform Program Administrator services as more specifically set forth below.

NOW, THEREFORE, in consideration of the mutual promises expressed herein, the parties agree as follows:

1. **Term:** This Agreement shall commence on July 1, 2020 and terminate on June 30, 2023.
2. **Role of the Housing Authority:** The Housing Authority will serve as the Program Administrator for Ordinance 3250 and perform the scope of work set forth in this Agreement and as outlined in the matrix of Estimated Program Hours attached hereto as Attachment B and incorporated herein by this reference, and shall be compensated for such services pursuant to Sections 12, 15 and 16 below and Attachment B.
3. **Administration:** The Housing Authority’s Director of the Rent Program (or designee) shall administer this Agreement on behalf of the Housing Authority. The City’s Community Development Director (or designee) shall administer this Agreement on behalf of the City.
4. **Nature of Relationship between the Housing Authority and City:** For the purposes of implementing this Agreement, the Housing Authority is, and shall remain, an independent

contractor. All persons involved in providing Program Administrator and related services on behalf of the Housing Authority will be Housing Authority employees, independent contractors or consultants or temporary personnel. The City will provide no day-to-day management nor will it make any decisions concerning the hiring or terminating the employment of the persons the Housing Authority utilizes in staffing for purposes of carrying out its functions under this Agreement. The Housing Authority will make day-to-day decisions on the implementation and administration of the scope its work as the Program Administrator.

5. **Business Days:** Housing Authority shall provide Program Administrator services pursuant to this Agreement Monday through Thursday, except for City and Housing Authority observed holidays, from 8:30 a.m. to 4:30 p.m. ("Business Days"). Persons involved in providing Program Administrator services may also not be available on certain other days in the year that have been set aside for personal leaves, employee training, or other organizational meetings and development activities.

6. **Office Location:** The Rent Program is currently located at a leased off-site office space ("Current Office Location"), but conducts all client-related appointments at the Housing Authority's office. The lease on the Current Office Location expires on September 30, 2020 and the Housing Authority will have the option to (i) approve a one to three-year extension of the existing lease term, or (ii) approve a new one to three year lease for a new office space. Any and all costs attributed to a relocation of the Rent Program office during the term of this Agreement shall be charged to the Rent Program budget only if the parties agree the rent for the new office space is within the budgeted amount for rent, and the relocation costs are reasonable. If the Housing Authority is unable to locate office space with rent payments within the existing budget, the City agrees to increase the budget via an amendment, provided the new office space is substantially the same standard as the Current Office Location, square footage of the new office space complies with all social distancing requirements relating to the Covid-19 pandemic, and such costs for the new office space are reasonable.

7. **Service Level:** All Program Administrator services will be conducted either in person or by mail, phone, email or fax. Persons providing Program Administrator services will make every effort to respond to inquiries from the public and the City within two business days, or within a reasonable amount of time. The City staff will make every effort to both respond to inquiries from the Housing Authority and forward any public inquiries to the Housing Authority within two Business Days. The Housing Authority target response times, staffing permitting, will be within one Business Day for rent increase or termination of tenancy issues, for all other tenant/landlord related issues the response time shall be within two Business Days. In person meetings will be available to the public by appointment during Business Hours, as needed, except where there may be a health and safety risk in doing so. At times there will be inquiries that will require the Housing Authority staff to consult with the City Attorney's Office (CAO) to provide direction and/or clarification related to the interpretation of the Ordinance, retaliation complaints and/or issues with non-compliance. The CAO will commit to a two Business Day response time to provide the Housing Authority adequate time to respond to inquiries.

8. **Other public communication:** In an effort to provide transparency, all monthly reports and a summary report providing data regarding all rent increase and tenancy termination submissions shall be available on the Rent Program website, and updated monthly. In addition, the schedule and opportunity to sign up for all monthly workshops and/or clinics shall be available on the Rent Program website with day and evening options and in advance, except where there may be a health and safety risk in doing so. Individuals unable to sign-up for workshops online will be able to call or email attendance requests to the following number and email address (510) 747-4346 and [rentprogram@alamedahsg.org](mailto:rentprogram@alamedahsg.org). Workshop videos are also available on-line at [www.alamedarentprogram.org](http://www.alamedarentprogram.org).

9. **Monthly Meetings:** The Program Administrator, the City's Community Development Director and Assistant City Attorney will conduct monthly meetings, scheduled in advance, to provide discussion of the monthly report, challenges and recommendations to streamline implementation of the Ordinance. In addition, the Housing Authority may be requested to present a quarterly report to the City Council.

10. **Media Communications:** Only the Housing Authority's Executive Director and the City's City Manager (or their designees) may speak or respond to the media on the role of the Program Administrator or this Agreement. Each party will use its best efforts to inform the other in the event of a media inquiry regarding the Rent Program or the Program Administrator role before speaking, or responding, to the media.

11. **Contract issues:** If there is a substantial change in the Scope of Services, as described below, due to revisions to the Ordinance, regulations implementing the Ordinance or otherwise, either party, upon a written request from the other party or on its own accord, may propose to the other party a written change of Scope of Services, budget and/or an amendment to this Agreement. If there is a concern regarding either party's performance under this Agreement, the Community Development Director or the Director of the Rent Program may raise his/her concerns to the other party in writing, and the other party will respond in writing within 10 business days. Any remaining concerns thereafter shall be submitted to the Housing Authority's Executive Director and the City Manager, who will meet to seek to resolve issue within 10 business days.

12. **Scope of Services:** The Housing Authority will provide the following (collectively the "Scope of Services"):

A. **Program Services:** The services provided by the Housing Authority are outlined in the matrix of Estimated Program Hours, attached hereto as Attachment B. In the event that the total number of hours nears or exceeds the projected hours as set forth in Attachment B, the Housing Authority may submit a request to the City for a revised scope of program services, need for additional staffing and/or for a revised budget. Specifically, for the period of July 1 through December 31, 2020, the Housing Authority will also provide support for the City's COVID-19 Urgency Ordinance. Rent Program staff will process submissions for invalid rent increases from

tenants referred by City staff, who will act as the initial point of public contact for issues involving the rent freeze. Rent Program staff will follow up on these submissions by contacting the landlord and the tenant and informing them of their rights and responsibilities under the Rent Freeze Urgency Ordinance. The Housing Authority will also review termination of tenancy notices submitted for noncompliance with the City's COVID-19 Urgency Ordinance. The Housing Authority will be reimbursed for all costs incurred in the process of providing these additional services. In the event any additional revisions to the scope of services or budget will require a reduction in Authority staffing, City shall provide the Housing Authority with no less than sixty days advance written notice to negotiate an amendment that is mutually agreed upon by both parties ("Sixty Day Negotiating Period"). Any such proposed amendment recommended by City and Authority staff shall be subject to approval by the Board of Commissioners of the Housing Authority and the City Council of the City. In the event the City and Authority are unable to mutually agree upon an amendment during the Sixty Day Negotiating Period, the Authority shall have the right, but not the obligation, to terminate the Agreement. Upon the expiration of the Sixty Day Negotiating Period, for a period of no less than ninety days thereafter (in addition to such Sixty Day Negotiating Period), the scope of services or budget will not be revised and the City shall continue to reimburse the Authority for its cost of services as provided in this Agreement.

In the event the City desires Authority to perform any services not included in this Agreement, Authority shall not perform any new services unless and until the parties have entered into a mutually approved written amendment to this Agreement, including amendments to any attachments. In the event the proposed change in services to be performed by the Authority shall require a revision to the existing budget to pay for such new scope of services, the written amendment to this Agreement shall require the prior approval of the Board of Commissioners of the Housing Authority and the City Council of the City; provided, however, in the event the proposed change in services to be performed by the Authority does not require a revision to the existing budget, as agreed to by both parties, then the Authority Executive Director and the City Manager shall have the authority to execute such mutually approved amendment without the need to take such amendment to their respective governing bodies for approval.

**B. Community outreach:** The Housing Authority will provide printed materials and ongoing educational workshops, with day and evening options, ensure landlords and tenants have the opportunity to learn about and understand the options and requirements of the Ordinance and the programs thereunder. The availability of outreach materials includes a combination of printed materials such as mass mailers, a program brochure, periodically updated Frequently Asked Questions (FAQ's), information packets, fact sheets, and ongoing public advertisements, etc. These printed materials will be distributed at ongoing workshops/clinics, made available within various City departments, local libraries, businesses, and community-based organizations. Social media may be used, by the City of Alameda, to ensure updates and program information are disseminated effectively throughout social media. At each significant Ordinance change, documents will be subject to being updated and re-translated at a charge to the program.

C. **Website:** The Housing Authority will be responsible for maintaining the website [www.alamedarentprogram.org](http://www.alamedarentprogram.org) through the City's website provider. The City of Alameda and its selected contractor will be responsible for hosting and ensuring the ADA-related compliance of the website. As a part of ensuring access to the program and information the Housing Authority will include, at a minimum, the following on the website:

- i. Contact information for the Housing Authority/Program Administrator
- ii. Access to the City Ordinances
- iii. Access to the Rent Registry system
- iv. Access to legal services for certain households
- v. Requirements for both landlords/tenants under the Ordinance
- vi. Local community resources available on related issues
- vii. Information for document submission
- viii. Samples of required materials for current and prospective tenants
- ix. Required forms to be submitted under the Ordinance
- x. Summary reports of rent increase submissions
- xi. Summary reports of termination of tenancies
- xii. Access to education/informational workshop/clinic schedule
- xiii. Information packet
- xiv. Frequently Asked Questions (FAQ's)
- xv. Program brochure
- xvi. Other resources for State laws and responsibilities of landlords and tenants under State law.

D. **Language services:** At a minimum, the Housing Authority will make every effort to provide or contract for language services as currently required by the City's Limited English Proficiency Program (LEP) and language Access Plan (LAP) for the CDBG and HOME programs. The City is responsible for updating and maintaining the LEP and LAP per U.S. Department of Housing and Urban Development ("HUD") regulations. Only key information documents will be translated into these languages (e.g. brochures). All lease-related or legal notices will be provided in English only. Housing Authority staff shall also have access to a language line, which provides phone translation services for over 50 languages.

E. **Reasonable Accommodations/domestic violence accommodations:** The Housing Authority will provide a process for the public to request an accommodation to its policies and procedures for disabilities or for domestic violence, to the extent required by law. Upon its receipt of a written request, the Housing Authority will review and approve or deny, at its own discretion, requests for accommodation based on a disability or domestic violence. The Housing Authority may request certification by a qualified professional or other documentation of the need for reasonable accommodation.

**13. Public Records Requests:** All requests for public records concerning the Rent Program will be submitted to the City Attorney for legal direction and to the City Clerk for record keeping; the requests will be sent to the Housing Authority, as needed. Any public records requests received by the City Clerk (the City Custodian of Records) regarding the Program Administrator services will be forwarded to the Housing Authority.

**14. Reporting:** The Housing Authority will provide the following on a monthly basis to the City, not later than 20th of the following month and made available to the public on the Rent Program website

- i. Number of public contacts
- ii. Number of units registered
- iii. Number of termination notices received by type
- iv. Number of rent increases reviewed for compliance
- v. Number of program monitoring activities conducted
- vi. Number of buyout agreements received
- vii. Number of petitions received for a hearing before a hearing officer and information regarding type of petition
- viii. Number of petitions withdrawn before a hearing
- ix. Number of petitions heard by a hearing officer
- x. Results of the decisions by the hearing officers
- xi. Number of Capital Improvement Plans filed, average amount of “pass throughs” as a result, and number of households temporarily or permanently relocated
- xii. Details of outreach activities

**15. Budget and Compensation:** The City will compensate the Housing Authority on a reimbursement of costs basis, as more particularly described in the Budget, attached hereto as Attachment C and incorporated herein by this reference. The Budget sets forth the compensation from the date of this Agreement to its termination on June 30, 2023. The Housing Authority will submit its invoices by the 15th of the month following the service period. The City shall pay invoices submitted by the Housing Authority by the 30th of the month. The Housing Authority will be responsible for tracking costs and other charges to the Budget and providing back up documentation. The City will be responsible for paying unfunded CalPERS liability for those Housing Authority staff assigned to the Rent Program. Such payments will only be made for the time staff were assigned to the Rent Program since its inception in March 2016. The cost to the Rent Program for the unfunded CalPERS liability has been calculated at \$15,000 per year, for the term of this Agreement. The fee for the Rent Program's fee study will be charged to the Rent Program.

**16. Additional services:** The City will compensate the Housing Authority on a reimbursement of costs basis, for any of the additional services provided as described in the Budget, attached hereto as Attachment C, as further described in Section 12 above.

17. **City Roles and Responsibilities:** In addition to other obligations in this Agreement, the City shall have the following roles and responsibilities:

A. **Funding:** City shall provide all funding for this Agreement.

B. **Unit Registration:** The City shall be responsible for the business license registration of all rental units in Alameda whose owners are required to obtain a business license. The Housing Authority will provide, and the City will pay Housing Authority to manage and maintain as budgeted in this Agreement, an online database for registration of rental units and payment of annual program fees and the Housing Authority will provide City staff with online searchable access to the unit registration database, as needed. Limited access will be provided to City staff in CAO and Finance departments, for Rent Program related issues only. The database may not be accessed by other departments, or by the aforementioned departments, for non-Rent Program related issues. All City staff with access will be required to sign a confidentiality agreement in a form first approved by the Housing Authority.

C. **Legal services:** The City will provide all legal services concerning the validity of the Ordinance and application of the Ordinance to particular facts at the sole cost of the City. If litigation is filed concerning the validity of the Ordinance or its application and the Housing Authority is a named defendant, City shall defend, indemnify and hold the Housing Authority harmless, at sole cost to the City. If there is a dispute between the parties concerning whether the Housing Authority has followed the legal advice of the City, or where there is a legal risk to the Housing Authority, the Housing Authority may obtain separate counsel, at the sole cost of the Housing Authority. The City will manage the process for cases appealed to a hearing officer and for citation hearings. The City will issue citations and other penalties for the Rent Program. After a citation is issued, the City shall follow up promptly on all citations and all other enforcement activities relating to the Ordinance. The CAO and Rent Program Administrator will meet quarterly to discuss and resolve outstanding citation and enforcement efforts.

D. **Fee collection:** The City will be responsible for collecting any and all fees, penalties or other charges as provided in the Ordinance and the implementing regulations or policies. The Housing Authority will be responsible for the provision and maintenance of the online fee payment portal, which will allow owners to submit their annual program fee payment to the City's Finance Department, directly through the rent registry database. The Housing Authority will not process any payments and receive any funds involved in the annual fee payment process. The City's Finance Department will be responsible for any processing of annual program fee payments, as well as any follow up regarding outstanding payments, including any collection-related actions necessary to recover outstanding payments.

E. **Items on the City Council agenda:** The City will use its best efforts to provide the Housing Authority with drafts of all open session agenda packet documents and presentations to be submitted to the City Council regarding the Ordinance (including but not limited to regular program updates, cost study information, proposed changes to the Ordinance, etc.). Such drafts are to be provided no later than five business days before the publication date. The Housing Authority may provide comments, where necessary, within three business days.

18. **Nondiscrimination:** City and the Housing Authority will comply with applicable Federal, State and local non-discrimination and equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Neither the City nor the Housing Authority will discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, gender identity, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will either party discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, gender identity, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

19. **Indemnity:** City shall indemnify, defend and hold harmless the Housing Authority, its officers, Commissioners, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of City or its officers,' employees,' or agents' performance under this Agreement, except in the event of the gross negligence or willful misconduct of the Housing Authority. The Housing Authority shall indemnify, defend and hold harmless City, its officers, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of the Housing Authority or its officers', employees,' or agents' performance under this Agreement, except in the event of the gross negligence or willful misconduct of City.

20. **Workers' Compensation Insurance:** In accordance with the provisions of the California Labor Code and all applicable law, City shall secure at its own expense and maintain during the term of this Agreement, workers' compensation insurance coverage for its employees as necessary



to protect City and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve each Party for such claims and/or liability.

In accordance with the provisions of the California Labor Code and all applicable law, the Housing Authority shall secure and maintain during the term of this Agreement, workers' compensation insurance coverage for its employees as necessary to protect City and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve City for such claims and/or liability.

21. **Liability Insurance:** City shall at its own expense, maintain and keep effective during the Agreement term, insurance and/or self-insurance to cover comprehensive public liability for bodily injury, including death, and property damage in an amount not less than \$1,000,000 for any one occurrence. The Housing Authority shall at its own expense, maintain and keep effective during the Agreement term, insurance and/or self-insurance to cover comprehensive public liability for bodily injury, including death, and property damage in an amount not less than \$1,000,000 for any one occurrence.

22. **Records:** City and the Housing Authority shall maintain complete and accurate records that relate to performance of services under this Agreement. Records shall be maintained in sufficient detail to permit an evaluation of service rendered under this Agreement.

All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Free access shall be provided to the representatives of each party at all proper times to audit books and records. Such records, together with supporting documents, shall be maintained for a period of six years and three months after receipt of final payment.

23. **Notices:** All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or through email, fax, or the interoffice mail delivery system. All such notices, demands, requests, or approvals shall be addressed to:

Housing Authority: Executive Director,  
Housing Authority  
701 Atlantic Avenue  
Alameda, CA94501  
Email: vcooper@alamedahsg.org

City: Director of Community Development, City of Alameda  
950 West Mall Square Alameda, CA 94510  
Email: DPotter@alamedaca.gov

24. **Attorneys' Fees:** In the event that legal action is brought by either party against the other in connection with this Agreement, the prevailing party in any such litigation shall be entitled to receive reimbursement from the other of its legal costs, in addition to whatever other sums may be due as a judgment or as an agreed settlement amount. Such legal costs shall include, but not be limited to, reasonable attorneys' fees, court costs, expert witness fees, and other documented expenses.

25. **Assignment and Delegation:** Neither party shall assign nor delegate its rights and/or duties under this contract without first obtaining prior written consent to the assignment and/or delegation, including the approved budget. Any assignment or delegation made by one party without prior written consent will render the agreement voidable at the sole discretion of the other party.

26. **Severability:** The provisions of this Agreement shall be severable to the extent that should any of its provisions or terms be declared void whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

27. **Integration and Modification:** As to the subject matter of this Agreement, this contract represents the entire integrated agreement between City and the Housing Authority, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by the authorized representatives of City and the Housing Authority

28. **Termination:** The Housing Authority or City may terminate this Agreement, without cause, upon 180 days written notice to the other party. Upon termination of this Agreement, the City shall pay to the Housing Authority that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination, including any accrued leave or benefits costs for the staff assigned to the Rent Program.

In the event this Agreement is terminated or the term expires and the parties do not enter into a new Services Agreement, the following shall occur :

- Unused paid leave accrued by Housing Authority employees working on Rent Program activities will be charged to the Rent Program in the final billing proportionate to the time spent on the Rent Program.
- Both Housing Authority and City will engage in a planned handover of documents, communication, transfer of cases, assignment or termination of contracts and City shall ensure timely payment to the Housing Authority.

29. **Conflict of Law:** This Agreement shall be interpreted under, and enforced by, the laws of the State of California.

30. **Use of the Housing Authority’s Community Rooms:** If the Authority’s community rooms are used after hours for Rent Program-related public events, there will be a charge of \$100 per use for set-up and cleaning. Where there is no community room available at the Authority, the City may make available its own room, or the Housing Authority will rent other facilities and charge such costs to the program.

31. **Overhead:** Overhead covers only routine support for executive, finance, human resources and information technology positions, and not day-to-day management of the program. Where budgeted positions of Authority staff assigned to the Rent Program are vacant or assigned staff are on leave, and their duties are performed by persons in non-budgeted positions, i.e., persons not otherwise assigned to the Rent Program, the direct costs of such persons will be charged to the budget as overhead.

32. **Fungibility:** The Authority may request line item transfers within the total amount of the budget. Such transfers must be approved by the City in writing.

33. **Disposal of Items Purchased under the Agreement:** Items purchased will be the property of the Authority and will be subject to the Authority’s disposal policy. If the Agreement is terminated before the Agreement ends as provided in the Agreement or the Agreement is transferred to another provider, the Authority will either reimburse the City the depreciated value of these items or return the items themselves to the City. The maximum depreciation period is three years. Notwithstanding the foregoing, in that the City owns the rent registry data base, if the Agreement is not extended beyond June 30, 2023 or the Agreement is terminated before June 30, 2023, the Authority and the City will coordinate the orderly transfer of the rent registry data base to the City or to a new service provider.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the date set forth above.

CITY OF ALAMEDA

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

\_\_\_\_\_  
Eric Levitt,  
City Manager

\_\_\_\_\_  
Vanessa Cooper,  
Executive Director

Approved as to form

\_\_\_\_\_  
Yibin Shen,  
City Attorney

\_\_\_\_\_  
Jhaila Brown  
General Counsel

**ATTACHMENTS**

A: Ordinance 3250

B: Estimated Program Hours

C: Budget

July 1, 2020 – June 30, 2021

Attachment C – Proposed Budget FY 2020-21

Expenses	AHA GL Code	Annual Cost
<b>A. Staffing Costs</b>		
Salaries	9110010	\$586,480
Benefits	9150010	\$250,978
Temp staffing	9110010	\$32,760
<b>Subtotal</b>		<b>\$870,218</b>
<b>B. Administration Costs</b>		
Audit	9120000	\$2,652
Recruitment Services	9160290	\$1,061
Software/licenses: Microsoft/ Adobe/Database	9160170	\$6,365
Database Maintenance Costs	9160170	\$10,609
Laserfiche Online forms	9160170	\$8,593
Website Hosting	9160270	\$1,250
Phone/Fax/Internet Services	9160190	\$8,000
Copy Services (1 copy machine with one year service)	9160260	\$3,183
Office Supplies: Including Ink and Paper	9160010	\$8,487
Outreach/Mail Services: Printing and Postage	9160100	\$66,000
Translation Services for inquiries/cases/meetings	9160100	\$3,183
Translation Services: Brochure (x1)/FAQ's (x3)/Print Ads (x12)	9160100	\$4,244
Consultant Services	9160170	\$16,000
Mediation for 20 cases (\$500/per case)	9160110	\$10,609
Staff Trainings/Conferences	9160120	\$10,609
Rent Registry Subscription Fee	9160180	\$19,200
City Finance Lockbox Service	9160170	\$8,316
<b>Subtotal</b>		<b>\$188,361</b>
<b>C. Overhead Costs</b>		
Finance/HR/IT /Exec. Support	9110010	\$100,786
CalPERS Pension Liability	9150010	\$15,000
<b>Subtotal</b>		<b>\$115,786</b>
<b>D. Office Costs</b>		
IT Support	9160170	\$3,500
Lease	9160113	\$117,105
<b>Subtotal</b>		<b>\$120,623</b>
<b>Total</b>		<b>\$1,294,970</b>

**Additional Services (Upon Request & As Needed)**

- Additional ongoing monitoring of owner move in and removal from the rental market terminations (.5 FTE) - \$54,272
- Implementation and ongoing administration of Just Cause as needed - \$108,544
- Additional Database Administrator (.5 FTE) - \$40,000
- Additional topic specific clinics (beyond 6 already included) - \$1000 per clinic
- Social Worker: Case Management and Housing Locator services - \$120,000 each

July 1, 2021 – June 30, 2022

Attachment C – Proposed Budget FY 2021-22

Expenses	AHA GL Code	Annual Cost
<b>A. Staffing Costs</b>		
Salaries	9110010	\$634,279
Benefits	9150010	\$263,527
Temp	9110010	\$33,743
<b>Subtotal</b>		\$931,549
<b>B. Administration Costs</b>		
Audit	9120000	\$2,732
Recruitment Services	9160290	\$1,093
Software/licenses: Microsoft/ Adobe/Database	9160170	\$6,556
Database Maintenance Costs	9160170	\$10,928
Laserfiche Online forms	9160170	\$8,851
Website Hosting	9160270	\$1,288
Phone/Fax/Internet Services	9160190	\$8,240
Copy Services (1 copy machine with one year service)	9160260	\$3,279
Office Supplies: Including Ink and Paper	9160010	\$8,742
Outreach/Mail Services: Printing and Postage	9160100	\$67,980
Translation Services for inquiries/cases/meetings	9160100	\$3,279
Translation Services: Brochure (x1)/FAQ's (x3)/Print Ads (x12)	9160100	\$4,372
Consultant Services	9160170	\$16,480
Mediation for 20 cases (\$500/per case)	9160110	\$10,928
Staff Trainings/Conferences	9160120	\$10,928
Rent Registry Subscription Fee	9160180	\$19,200
City Finance Lockbox Service	9160170	\$8,566
<b>Subtotal</b>		\$193,442
<b>C. Overhead Costs</b>		
Finance/HR/IT /Exec. Support	9110010	\$103,810
CalPERS Pension Liability	9150010	\$15,000
<b>Subtotal</b>		\$118,810
<b>D. Office Costs</b>		
IT Support	9160170	\$3,605
Lease	9160113	\$129,123
<b>Subtotal</b>		\$132,728
<b>Total</b>		\$1,376,529

**Additional Services (Upon Request & As Needed)**

- Additional ongoing monitoring of owner move in and removal from the rental market terminations (.5 FTE) - \$54,272
- Implementation and ongoing administration of Just Cause as needed - \$108,544
- Additional Database Administrator (.5 FTE) - \$40,000
- Additional topic specific clinics (beyond 6 already included) - \$1000 per clinic
- Social Worker: Case Management and Housing Locator services - \$120,000 each

July 1, 2022 – June 30, 2023

Rent Stabilization Program Attachment C – Proposed Budget FY 2022-23

<b>Expenses</b>	<b>AHA GL Code</b>	<b>Annual Cost</b>
<b>A. Staffing Costs</b>		
Salaries	9110010	\$685,972
Benefits	9150010	\$276,704
Temp	9110010	\$34,756
<b>Subtotal</b>		<b>\$997,432</b>
<b>B. Administration Costs</b>		
Audit	9120000	\$2,814
Recruitment Services	9160290	\$1,126
Software/licenses: Microsoft/ Adobe/Database	9160170	\$6,753
Database Maintenance Costs	9160170	\$11,256
Laserfiche Online forms	9160170	\$9,117
Website Hosting	9160270	\$1,327
Phone/Fax/Internet Services	9160190	\$8,488
Copy Services (1 copy machine with one year service)	9160260	\$3,378
Office Supplies: Including Ink and Paper	9160010	\$9,005
Outreach/Mail Services: Printing and Postage	9160100	\$70,020
Translation Services for inquiries/cases/meetings	9160100	\$3,378
Translation Services: Brochure (x1)/FAQ's (x3)/Print Ads (x12)	9160100	\$4,504
Consultant Services	9160170	\$16,975
Mediation for 20 cases (\$500/per case)	9160110	\$11,256
Staff Trainings/Conferences	9160120	\$11,256
Rent Registry Subscription Fee	9160180	\$28,200
City Finance Lockbox Service	9160170	\$8,823
<b>Subtotal</b>		<b>\$207,676</b>
<b>C. Overhead Costs</b>		
Finance/HR/IT /Exec. Support	9110010	\$106,925
CalPERS Pension Liability	9150010	\$15,000
<b>Subtotal</b>		<b>\$121,925</b>
<b>D. Office Costs</b>		
IT Support	9160170	\$3,714
Lease	9160113	\$141,123
<b>Subtotal</b>		<b>\$144,837</b>
<b>Total</b>		<b>\$1,471,870</b>

**Additional Services (Upon Request & As Needed)**

- Additional ongoing monitoring of owner move in and removal from the rental market terminations (.5 FTE) - \$54,272
- Implementation and ongoing administration of Just Cause as needed - \$108,544
- Additional Database Administrator (.5 FTE) - \$40,000
- Additional topic specific clinics (beyond 6 already included) - \$1000 per clinic
- Social Worker: Case Management and Housing Locator services - \$120,000 each

## Estimated Program Hours

Applicability	Program Service	Total Hours
Fully Regulated and Partially Regulated Units	Registration Notification Process (First Year)	152
Fully Regulated and Partially Regulated Units	Manage Property Exemption Submissions	50
Fully Regulated Units	Manage Unit Exemption Submissions	750
Fully Regulated Units	New Tenant Submissions (Includes Base Rent Certification Process)	300
Fully Regulated and Partially Regulated Units	New Owner Submissions	100
Fully Regulated Units	Annual Maximum Allowable Rent Notifications to Tenants & Landlords	1,000
Fully Regulated Units	Manage Tenant and Landlord Petition of the Maximum Allowable Rent	2,500
Fully Regulated and Partially Regulated Units	Capital Improvement Plan Submissions	25
Fully Regulated Units	Tenant Rent Downward Adjustment Appeal	100
Fully Regulated Units	Landlord Rent Upward Adjustment Appeal	100
Fully Regulated and Partially Regulated Units	No Fault Terminations Submissions	225
Fully Regulated and Partially Regulated Units	Buyout Agreement Submissions	40
Fully Regulated and Partially Regulated Units	Temporary Relocation Payment Submission	20
Fully Regulated and Partially Regulated Units	Rent Relocation Increase Submission	20
Fully Regulated and Partially Regulated Units	Managing Failure to Comply Cases	100
Fully Regulated and Partially Regulated Units	Manage Public Records Requests	60
Fully Regulated and Partially Regulated Units	Answer General Calls	3,500
Fully Regulated and Partially Regulated Units	Reports (Annual, Monthly, etc.)	78
Fully Regulated and Partially Regulated Units	Monthly Billing Expenditures	48
Fully Regulated and Partially Regulated Units	Outreach, Meetings, Workshops, etc.	1,000
Fully Regulated and Partially Regulated Units	Quarterly Quality Assurance review	100
Fully Regulated and Partially Regulated Units	Database Administration	2,000

**Total estimated annual hours: 12,268**



CITY OF ALAMEDA ORDINANCE NO. 3250  
New Series

AMENDING THE ALAMEDA MUNICIPAL CODE BY:

1. ADDING SECTION 1-8.01 CONCERNING HEARING PROCEDURES, HEARING OFFICERS' DECISIONS AND ADMINISTRATIVE REGULATIONS;
2. REPEALING IN THEIR ENTIRETY ARTICLE XIV (CURRENTLY SUSPENDED) AND ARTICLE XV OF CHAPTER VI CONCERNING (a) REVIEW OF RENT INCREASES APPLICABLE TO ALL RENTAL UNITS AND RENT STABILIZATION APPLICABLE TO CERTAIN RENTAL UNITS AND (b) LIMITATIONS ON EVICTIONS AND THE PAYMENT OF RELOCATION ASSISTANCE APPLICABLE TO ALL RENTAL UNITS;
3. REPEALING ORDINANCE NO. 3246 (UNCODIFIED); AND
4. ADDING A RESTATED ARTICLE XV OF CHAPTER VI CONCERNING RENT CONTROL, LIMITATIONS ON EVICTIONS, AND PROVIDING RELOCATION PAYMENTS TO DISPLACED TENANTS

WHEREAS, in response to community concern that rents in Alameda were rising at a rate greater than household incomes and that some landlords were terminating tenancies for no cause in order to raise rents, after numerous public hearings, the Alameda City Council on March 1, 2016, adopted an Ordinance (Ordinance No.3148), which became effective March 31, 2016, that sets forth (a) procedures for the review of rent increases applicable to all rental units, (b) procedures for the stabilization of rent increases above 5% for certain rental units, (c) limitations on the grounds for which landlords may terminate tenancies for tenants in all rental units and (d) a requirement that landlords pay relocation fees when terminating a tenancy for certain reasons, such as a "no cause" tenancy termination; and

WHEREAS, the City Council placed on the November 8, 2016 ballot a measure (designated as Measure L1) asking Alameda voters to confirm Ordinance No. 3148 but which measure, if passed by a majority vote, also provided the City Council would retain the authority to amend, suspend or repeal Ordinance No. 3148 without a further vote of the people; and

WHEREAS, Alameda voters passed Measure L1 with 55.5% of the voters in favor of the measure; and

WHEREAS, over the course of implementing Ordinance No. 3148, City Council determined that certain sections of the Ordinance needed to be amended in order to

provide additional protection to tenants and to that end City Council adopted in June 2019 Ordinance No. 3244 that eliminated “no cause” as grounds for terminating a tenancy and adopted in July 2019 Ordinance No. 3246 (uncodified) that, among other things, established limitations on the amount of rent increases that landlords could impose on most rental units; and

WHEREAS, City staff and the Program Administrator have determined that there remain in Ordinance No. 3148 certain ambiguities, internal inconsistencies and latent “loopholes” that warrant revisions to Ordinance No. 3148; and

WHEREAS, in light of Ordinance Nos. 3244 and 3246 that the City Council adopted earlier this year, and the need to revise many sections of Ordinance No. 3148, City staff and the Program Administrator have recommended that Article XIV of Chapter VI of the Municipal Code (which was suspended when Council adopted Ordinance No. 3148), Article XV of Chapter VI of the Municipal Code (which includes portions of Ordinance No. 3148 and Ordinance No. 3244) and Ordinance No. 3246 (uncodified), be repealed and, in its place, a restated Rent Control, Limitations on Evictions and Providing Relocation Payments Ordinance be adopted, which Ordinance would track many provisions of Ordinance No. 3148 but remove the ambiguities, internal inconsistencies and latent “loopholes” and would imbed in the restated Ordinance the ordinances City Council adopted earlier this year; and

WHEREAS, on September 3, 2019, City staff presented to the City Council an agenda report concerning the restated Ordinance; and

WHEREAS, when the City Council adopted Ordinance No. 3148, Ordinance No. 3244, and Ordinance No. 3246, it made certain findings to warrant the adoption of such Ordinances; and

WHEREAS, based on public testimony and the City agenda reports, the City Council finds and determines that the conditions that gave rise to the adoption of Ordinance Nos. 3148, 3244 and 3246 still exist and therefore those findings and determinations are reaffirmed and adopted herein by reference; and

WHEREAS, adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to the following, each a separate and independent basis: CEQA Guidelines, Section 15378 (not a project) and Section 15061(b)(3) (no significant environmental impact).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALAMEDA DOES ORDAIN AS FOLLOWS:

Section 1. Section 1-8.01 is added to the Alameda Municipal Code to read as follows:

**Section 1-8.01 Hearing Procedures, Hearing Officers' Decisions and Administrative Regulations**

- A. In any administrative proceeding conducted under this Code by a Hearing Officer or Hearing Examiner:
  - 1. The Hearing Officer or Hearing Examiner shall have no authority to consider the constitutionality of any federal, State or local law or regulation.
  - 2. The Hearing Officer or Hearing Examiner, in the performance of duties, shall comply with all applicable federal, State and local laws, regulations and codes of conduct.
- B. No administrative decision issued by a Hearing Officer or Hearing Examiner shall establish legal precedent applicable beyond the case presented by the decision.
- C. No administrative decision shall be cited as controlling or persuasive legal precedent in any subsequent administrative hearing in a separate case.
- D. This Section shall not preclude the use of an administrative decision to establish factual issues, such as showing a pattern or practice in any proceeding.
- E. The City Attorney or designee may promulgate administrative regulations to implement the administrative hearing procedures set forth in this Chapter. Such regulations may set forth instructions relating to topics such as conflicts of interest, disqualification and selection of Hearing Officer or Hearing Examiners.

Section 2: Article XIV (currently suspended) of Chapter VI of the Alameda Municipal Code, XV of Chapter VI of the Alameda Municipal Code, and Ordinance No. 3246 (uncodified) are repealed in their entirety.

Section 3. A new Article XV of Chapter VI is added to the Alameda Municipal Code to read as follows:

## **ARTICLE XV RENT CONTROL, LIMITATIONS ON EVICTIONS AND RELOCATION PAYMENTS TO CERTAIN DISPLACED TENANTS ORDINANCE**

### **6-58.10. Title**

This Article shall be known in its entirety as the "City of Alameda Rent Control, Limitations on Evictions and Relocation Payments to Certain Displaced Tenants Ordinance" and, for the sake of convenience, as the "City Rent Control Ordinance."

### **6-58.15. Definitions**

Unless the context requires otherwise, the terms defined in this Article shall have the following meanings:

- A. Annual General Adjustment. "Annual General Adjustment" means seventy percent (70%) of the percentage change in the Consumer Price Index for the 12 month period ending April of each year and rounded to the nearest one-tenth of a percent; provided, however, in no event shall the Annual General Adjustment be more than five percent nor less than one percent.
- B. Base Rent. "Base Rent" means for all Rental Units that State Law (as defined in subsection QQ of this Section 6-58.15) does not exempt from rent control, the Rent in effect on September 1, 2019 or the Rent in effect on a later date (as established in subsection A of Section 6-58.60) and shall be the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with this Article.
- C. Base Rent Year. "Base Rent Year" means 2015.
- D. Buyout Agreement. "Buyout Agreement" means a written agreement between a Landlord and a Tenant as provided in Section 6-58.115 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit
- E. Capital Improvement. "Capital Improvement" means an improvement or repair to a Rental Unit or property that materially adds to the value of the property, appreciably prolongs the property's useful life or adapts the property to a new use, and has a useful life of more than one year and that is required to be amortized over the useful life of the improvement under the straight line depreciation provisions of the Internal Revenue Code and the regulations issued pursuant thereto.
- F. Capital Improvement Plan. "Capital Improvement Plan" means an approved Capital Improvement Plan as set forth in the current Policy adopted by the City Council concerning Capital Improvement Plans.
- G. Certified Rent. "Certified Rent" means the Rent, less than the Maximum Allowable Rent, that the Program Administrator determines is the allowable rent when the Landlord has chosen not to impose the Annual General Adjustment and has banked the difference as provided in Section 6-58.70.
- H. City. "City" means the City of Alameda.



- I. Community Development Director. "Community Development Director" means the Director of the Community Development Department of the City of Alameda, or the Community Development Director's designated representative.
- J. Comparable. "Comparable" as applied to a Rental Unit means any Rental Unit that the Landlord owns in the City of Alameda, is similar in square footage, has the same number of or additional bedroom(s), has similar amenities, such as cable television or a washer/dryer, allows pets if the Tenant had a pet, as to a Tenant who is disabled, is disability accessible and ADA compliant and, if not currently habitable, can be made habitable without requiring the Landlord to obtain a building permit in order for the Rental Unit to be habitable. For purposes of paragraph 2 of subsection E of Section 6-58.80, the Comparable Rental Unit must be on the same property.
- K. Condominium. "Condominium" means the same as defined in Section 783 and 1351 (f) of the California Civil Code.
- L. Consumer Price Index. "Consumer Price Index" means the Consumer Price Index for All Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA Region, published by the U.S. Department of Labor, Bureau of Labor Statistics.
- M. Costs of Operation. "Costs of Operation" mean all reasonable expenses incurred in the operation and maintenance of a Rental Unit not exempt from rent control under State Law and the building(s) or complex of buildings of which it is a part, together with the common area, if any, and include but are not limited to property taxes, insurance, utilities, professional property management fees, pool and exterior building maintenance, supplies, refuse removal, elevator service and security services or system, but Costs of Operation exclude Debt Service, depreciation and the cost of Capital Improvements for which a Landlord has received a Rent Increase through a Capital Improvement Plan.
- N. Council. "Council" means the City Council of the City of Alameda.
- O. Debt Service. "Debt Service" means the periodic payment or payments due under any security financing device that is applicable to a Rental Unit not exempt from rent control under State Law or building or complex of which it is a part, including any fees, commissions or other charges incurred in obtaining such financing.
- P. "Disabled" means disabled as defined in Section 12955.3 of the California Government Code.
- Q. Dwelling Unit. "Dwelling Unit" means a room or group of rooms, designed and intended for occupancy and/or use by one or more persons, that includes in the room or group of rooms sleeping quarters and one or more of the following: the existence or capability for cooking facilities, e.g., refrigerator, stove, oven, microwave oven, etc.; and/or bath facilities, e.g., toilet, sink, shower, tub, etc.
- R. Eligible Tenant. "Eligible Tenant" means any Tenant entitled to be paid a Relocation Payment under this Article because the Landlord terminated the Tenant's tenancy for any of the reasons set forth in subsections E, F, G, H or I

of Section 6-58.80, the Tenant has vacated a Rental Unit pursuant to a governmental agency's order to vacate or due to Health or Safety Conditions and for which in either case the Landlord did not serve a notice to terminate the tenancy, or the Tenant has vacated a Rental Unit following the Tenant's receipt of a Relocation Rent Increase.

- S. Health or Safety Conditions. "Health or Safety Conditions" mean conditions in a Rental Unit resulting from, among other events, flooding, fire or smoke, lack of proper maintenance, or facilities failures and not caused by a Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant that, in the determination of a governmental agency or a court of competent jurisdiction, (i) have an adverse effect on the health or safety of the Tenant or occupant if the Tenant/occupant were to occupy the Rental Unit while the conditions exist, (ii) rendered the Rental Unit uninhabitable, or (iii) as to Rental Units in the Housing Choice Voucher Section 8 Program, failed to pass Housing Quality Standards as determined by the U.S. Department of Housing and Urban Development.
- T. Housing Authority. "Housing Authority" means the Housing Authority of the City of Alameda.
- U. Housing Services. "Housing Services" means those services provided and associated with the use or occupancy of a Rental Unit not exempt from rent control under State Law including, but not limited to, repairs, replacement, maintenance, effective waterproofing and weather protection, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, laundry facilities and privileges, janitorial services, utilities that are paid by the Landlord, refuse removal, allowing pets, telephone, parking, storage, the right to have a specified number of Tenants or occupants, computer technologies, entertainment technologies, including cable or satellite television services, and any other benefits, privileges or facilities connected with the use or occupancy of such Rental Unit including a proportionate share of the services provided to common facilities of the building in which such Rental Unit is located and/or of the property on which such Rental Unit is located.
- V. Landlord. "Landlord" means any person, partnership, corporation or other business entity, or any successor in interest thereto, offering for rent or lease any Rental Unit in the City and shall include the agent or representative of the Landlord if the agent or representative has the full authority to answer for the Landlord and enter into binding agreements on behalf of the Landlord.
- W. Maximum Allowable Rent. "Maximum Allowable Rent" means the maximum Rent the Landlord may charge for the use or occupancy of any Rental Unit not exempt from rent control under State Law.
- X. Maximum Increase. "Maximum Increase" means a Rent Increase that on a cumulative basis over the twelve months preceding the effective date of a proposed Rent Increase is more than ten percent.
- Y. Net Operating Income. "Net Operating Income" means the gross revenues that a Landlord has received in Rent or any rental subsidy in the twelve months prior

to serving a Tenant with a notice of a Rent Increase less the Costs of Operation in that same twelve month period.

- Z Party. "Party" means a Landlord or Tenant.
- AA. Permanent Relocation Payment. "Permanent Relocation Payment" means the payment the Landlord is required to make to a Tenant when (i) the Landlord takes action to terminate a tenancy under subsections E, F, G, H or I of Section 6-58.80, (ii) the Landlord did not serve a notice of termination of tenancy but the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency's order to vacate the Rental Unit or due to Health or Safety Conditions, or (iii) the Landlord has served the Tenant with a Relocation Rent Increase and the Tenant has vacated the Rental Unit within 90 days thereafter.
- BB. Primary Residence. "Primary Residence" means a Single Dwelling Unit, Condominium, Stock Cooperative or other Dwelling Unit for which the Landlord is the property owner and the residence is one in which the Landlord carries on basic living activities for at least six months of the year, the indicia of which include, but are not limited to, (i) the Landlord has identified the residence address for purposes of the Landlord's driver's license, voter registration or filing tax returns, (ii) utilities in the name of the Landlord are billed to the residence address and (iii) the residence address has a homeowner's property tax exemption in the name of the Landlord.
- CC. Programs. "Programs" mean the programs created by this Article.
- DD. Program Administrator. "Program Administrator" is a person designated by the City or the Housing Authority to administer one or more of the Programs.
- EE. Program Fee. "Program Fee" means the fee the City imposes on each Landlord to cover the costs to provide and administer the Programs.
- FF. Qualified Tenant Household. "Qualified Tenant Household" means a household with a Tenant who is displaced for any reason other than under subsections A, B, C or D of Section 6-68.80 and who (i) is a Senior Adult, (ii) is a person with a Disability or (iii) has at least one child under the age of 18 residing in the household.
- GG. Relocation Payment. "Relocation Payment" means the payment a Landlord is required to make for any of the reasons set forth in Section 6-58.85.
- HH. Relocation Rent Increase. "Relocation Rent Increase" means a rent increase that exceeds the Maximum Increase.
- II. Rent. "Rent" means periodic compensation, including all non-monetary compensation, that a Tenant provides to a Landlord concerning the use or occupancy of a Rental Unit, including any amount included in the Rent for utilities, parking, storage, pets or for any other fee or charge associated with the tenancy for the use or occupancy of a Rental Unit and related Housing Services.
- JJ. Rent Differential Payment. "Rent Differential Payment" means the difference between the lawful Rent that the Tenant was paying at the time of displacement and the Fair Market Rent as established from time to time by the U.S. Department



- of Housing and Urban Development, for a Comparable Rental Unit in Alameda, based on the number of bedrooms.
- KK. Rent Hearing Officer. "Rent Hearing Officer" or "Hearing Officer" means a person designated by the City Attorney to hear and decide petitions under this Article and to hear and decide appeals as provided in this Article, which decisions are binding subject only to judicial review.
- LL. Rent Increase. "Rent Increase" means any upward adjustment of the Rent from the Base Rent.
- MM. Rental Agreement. "Rental Agreement" means an agreement, written, oral or implied between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.
- NN. Rental Unit. "Rental Unit" means a Dwelling Unit offered or available for Rent in the City of Alameda, and all Housing Services in connection with the use or occupancy thereof, other than the exemptions set forth in Section 6-58.20.
- OO. Senior Adult. "Senior Adult" means any person 62 years of age or older at the time the Landlord serves a notice of termination of tenancy or, if no notice of termination of tenancy was served, at the time the person vacated the Rental Unit.
- PP. Single Dwelling Unit. "Single Dwelling Unit" means a single detached structure containing one dwelling unit for human habitation, any accessory buildings appurtenant thereto, and any accessory dwelling unit as defined in State Government Code, section 65852.2 (formerly a "second unit") and permitted by the City, when the Single Dwelling Unit is located on a single legal lot of record.
- QQ. State Law. "State Law" means any California law, whether constitutional, statutory or executive order, that pre-empts local rent control such as, at the time this Ordinance is adopted, the Costa Hawkins Residential Rental Act (California Civil Code section 1954.50 and following, which Act exempts Rental Units for which a certificate of occupancy was issued after February 1, 1995 and Dwelling Units the title of which are separately alienable from the title of any other Dwelling Unit, (e.g., Single Dwelling Units and Condominiums)).
- RR. Stock Cooperative. "Stock Cooperative" means the same as defined in section 4190 of the California Civil Code.
- SS. Temporary Relocation Payment. "Temporary Relocation Payment" means the payment that a Landlord is required to make to a Tenant when the Tenant has temporarily vacated the Rental Unit in compliance with a governmental agency's order to vacate, due to Health or Safety Conditions, or as part of an approved Capital Improvement Plan, regardless of whether the Tenant was served with a notice to terminate the tenancy.
- TT. Temporary Tenancy. "Temporary Tenancy" means a Tenancy in a Dwelling Unit which has been the Landlord's Primary Residence for at least three months prior to the inception of the Temporary Tenancy, which Tenancy has a fixed term at the end of which the Landlord within 60 days of the Tenant's vacating the



Dwelling Unit re-occupies the Dwelling Unit as the Landlord's Primary Residence, and thereafter the Landlord resides continually in the Dwelling Unit as the Landlord's Primary Residence for at least 12 consecutive months.

- UU. Tenancy. "Tenancy" means the right or entitlement of a Tenant to use or occupy a Rental Unit.
- VV. Tenant. "Tenant" means a tenant, subtenant, lessee, sub-lessee, roommate with Landlord's consent or any other person or entity entitled under the terms of a Rental Agreement for the use or occupancy of any Rental Unit and (i) has the legal responsibility for the payment of Rent for a Rental Unit or (ii) has agreed to pay the Rent for a Rental Unit; "Tenant" includes a duly appointed conservator or legal guardian of a Tenant as defined in this section but excludes a property manager who occupies a Dwelling Unit on the property and has a written agreement with the Landlord under which the property manager does not pay the full amount of Rent that would otherwise be paid for a Comparable Rental Unit on the property.

#### **6-58.20. Exemptions**

The following are exempt from the provisions of this Article:

- A. Dwelling Units, regardless of ownership, for which the Rents are subsidized or regulated by federal law or by regulatory agreements between a Landlord and (i) the City, (ii) the Housing Authority or (iii) any agency of the State of California or the Federal Government; provided, however, if the Dwelling Unit is in the Housing Choice Voucher Section 8 Program and is not owned by a public entity or a bonafide not for profit organization dedicated to the provision of affordable housing, as further defined by Regulations, the Dwelling Unit is exempt only as to the rent control provisions of this Article. If a Dwelling Unit no longer qualifies for the full or partial exemption under this subsection A, for example, the Landlord withdraws from a subsidy program or a regulatory agreement expires and/or is not renewed, the Dwelling Unit will immediately be subject to all provisions of this Article;
- B. Dwelling Units owned by the Housing Authority;
- C. Dwelling Units that are rented or leased to transient guests for 30 consecutive days or less;
- D. Rooms in hotels, motels, inns, tourist homes, short-term rentals, rooming or boarding houses, provided that such rooms are not occupied by the same occupant or occupants for more than 30 consecutive days;
- E. Commercial units, such as office condominiums, commercial storage units or units subject to Section 30-15 of the Alameda Municipal Code (Work Live Studios);
- F. Rooms in any hospital or in a facility for assisted living, skilled nursing, convalescence or extended care;

- G. Rooms in a facility that provide a menu of services including, but not limited to, meals, continuing care, medication management, case management, counseling, transportation and/or a wellness clinic, and for which services an occupancy agreement is typically required, and regardless of whether the occupant must pay additionally for some services;
- H. Rooms in a convent, monastery, fraternity or sorority house or in a building owned, operated or managed by a bona fide education institution for occupancy by students;
- I. Rooms in a building or Dwelling Unit where the primary use is providing short-term treatment, assistance or therapy for alcohol, drug or other substance abuse and the room is provided incident to the recovery program and where the occupant has been informed in writing of the temporary or transitional nature of the arrangement at the inception of the occupancy.
- J. Rooms in a building or Dwelling Unit that provides a structured living environment that has the primary purpose of helping formerly homeless persons obtain the skills necessary for independent living in permanent housing and where occupancy is limited to a specific period of time and where the occupant has been informed in writing of the temporary nature of the arrangement at the inception of the occupancy;
- K. Mobile homes or mobile home lots;
- L. Houseboats;
- M. Community cabins;
- N. Rooms in a facility that require, as part of a person's occupation and use of the room and the facility, some or all of the following: intake, case management, counseling and an occupancy agreement;
- O. Dwelling Units in which the Landlord owns the Rental Unit, occupies the Rental Unit as the Landlord's Primary Residence and shares kitchen or bath facilities with one or more Tenants; and
- P. Any part of Dwelling Unit in which a Tenant has allowed or permitted a person to use or occupy such part but that person does not meet the definition of Tenant as defined in this Article.

#### **6-58.25. Notices and Materials to be Provided to Prospective Tenants**

- A. In addition to any other notice required to be given by law or this Article, a Landlord shall provide to a prospective Tenant (1) a written notice that the Rental Unit is subject to this Article, (2) a copy of this Article as such Article exists at the time such notice is provided and (3) a copy of the then current City regulations promulgated to implement this Article and (4) a copy of the then current information brochure(s) that the Program Administrator provides that explains this Article.

- B. A Landlord satisfies the requirements of this Section 6-58.25 by providing to a prospective Tenant a hard copy of the materials set forth in subsection A of this Section 6-58.25 or, if a prospective Tenant has internet access and so consents in writing to receive notice by being referred to the Program Administrator's website ([www.alamedarentprogram.org](http://www.alamedarentprogram.org)) where the materials can be found online. A Landlord shall document that the prospective Tenant has been informed of the choices and of what choice the prospective Tenant made including, where applicable, the prospective Tenant's written acknowledgement to receive the materials online.

### **6-58.30. Disclosures**

- A. A Landlord shall in writing disclose to a potential purchaser of the Rental Unit or of property that has one or more Rental Units that such Rental Unit or property is subject to all or some of this Article and all regulations that the City has promulgated to implement this Article including, but not limited to, the current Rent of all Rental Units not exempt from rent control under State Law that the Landlord owns that are the subject of the potential sale, whether the Rental Unit has been withdrawn permanently from the rental market, whether the Landlord has banked Annual General Adjustments as provided in Section 6-58.70 and whether the Rent of the Rental Unit is limited or restricted in any way.
- B. The failure of a Landlord to make the disclosure set forth in subsection A of this Section 6-58.30 shall not in any manner excuse a purchaser of such Rental Unit or property of any of the obligations under this Article.

### **6-58.35. Documents That the Landlord Must File with the Program Administrator**

In addition to any other notice required to be filed with the Program Administrator by law or this Article, a Landlord shall file with the Program Administrator a copy of the following:

- A. Certain notices to terminate a tenancy (Section 6-58.80, E, F, G, H, and I; Section 6-58.110);
- B. The amount of the Rent for the new Tenant when the prior tenancy was terminated for no cause;
- C. The name and relationship of the person who is moving into the Rental Unit when the current tenancy is terminated due to an "owner move in" and documentation that the Landlord is a "natural person" (Section 6-58.80 E);
- D. Written notice that the Landlord or the enumerated relative who was intended to move into a Rental Unit did not move into the Rental Unit within 60 days after the Tenant vacated the Rental Unit or that the Landlord or the enumerated relative who moved into the Rental Unit did not remain in the Rental Unit for three years (Section 6-58.80 E. 5 (c).);

- E. Written notice and supporting documentation that the Landlord or the enumerated relative did move into the Rental Unit as the Landlord's or enumerated relative's Primary Residence. (Section 6-58.80 E. 4.);
- F. The requisite documents initiating the process to demolish or withdraw the Rental Unit from rent or lease permanently under Government Code, section 7060 et seq. and the City of Alameda's Ellis Act Policy Resolution No. 15517 (Section 6-58.80 F and H);
- G. Written proof of the relocation payment provided to the Tenant if different than as provided in Section 6-58.95 (Section 6-58.95 G);
- H. A fully executed Buyout Agreement (Section 6-58.115 D);
- I. For all Rental Units, an annual registration statement for each Rental Unit Section 6-58.55 A);
- J. For Rental Units that are not exempt from rent control under State Law, written notice within 30 days of the close of escrow that the Rental Unit has been transferred, the Rent at close of escrow, and the name and contact information of the new Landlord (Section 6-58.55 A);
- K. For Rental Units that are not exempt from rent control under State Law, a registration statement within 30 days of the inception of a new tenancy (6-58.55 A);
- L. Written notice that a Landlord has entered into a Temporary Tenancy and copy of the Rental Agreement within 30 days of the inception of the Temporary Tenancy (Section 6-58.40 A);
- M. Written notice and supporting documentation that the Landlord has moved into the Primary Residence within 60 days of the termination of a Temporary Tenancy (Section 6-58.15 TT);
- N. Proof of a military assignment where a Temporary Tenancy for that purpose has been created, if the Program Administrator requires such proof (Section 6-58.40 A);
- O. Requests for a Rent Increase in conjunction with a Capital Improvement Plan;
- P. A copy of any notice of a rent increase that is a Relocation Rent Increase within three days of serving a Tenant with such Increase (Section 6-58.110 H);
- Q. The judicial filing and related court papers if the Landlord is seeking judicial review of a decision of a Hearing Officer (Section 6-58.75 K); and
- R. Any other information or document that the Program Administrator reasonably requests to carry out the purposes and intent of this Article to the extent such request does not unreasonably infringe on the privacy interests of the Landlord.



**6-58.40. Temporary Tenancy**

- A. A Landlord may offer a Tenant a Temporary Tenancy of no more than twelve months provided, however, (a) if a Landlord is in the military and has a military assignment that will require the Landlord to be absent from the City, the Landlord may offer a Tenant a Temporary Tenancy consistent with the length of the Landlord's military assignment but of no more than five years, or (b) if a Tenant is in the military and has a military assignment, a Landlord may offer such Tenant a Temporary Tenancy consistent with the length of the Tenant's military assignment but of no more than five years. For purposes of this Section, the Program Administrator may require a Landlord or Tenant to provide proof of the military assignment, including the dates of the assignment.
- B. It is unlawful for a Landlord to offer consecutive Temporary Tenancies whether to the same or a different Tenant and there shall be at least twelve months between Temporary Tenancies.

**6-58.45. Limitations on Revising What is Included in the Rent**

- A. For Rental Units not exempt from rent control under State Law, as to any Rental Agreement or any Rental Agreement that has been converted to a month-to-month Tenancy in which charges or fees for utilities, parking, storage, pets or any other charge or fee associated with the Tenancy that is included in the Rent, a Landlord shall not:
  - 1. Unbundle any of such charges or fees during the term of the Rental Agreement, or the month-to-month Tenancy; or
  - 2. Increase any of such charges or fees except for increased charges paid directly to the Landlord for utilities that are separately metered or for charges for utilities that are pro-rated among the Tenants pursuant to a Ratio Utility Billing System or a similar cost allocation system.
- B. For Rental Units not exempt from rent control under State Law, as to the terms of a new or renewed Rental Agreement, or revisions to the terms of a month-to-month Tenancy, to the extent a Landlord unbundles or increases any of such charges or fees and lists them separately in a new or renewed Rental Agreement, or in the terms of a revised month-to-month Tenancy, the amount of such charges or fees shall be included in calculating the Maximum Allowable Rent.
- C. Notwithstanding subsections A and B of this section 6-58.45, to the extent that a Tenant requests Housing Services that were not included in an existing Rental Agreement, or month-to-month Tenancy, such as a parking space or an additional parking space, storage space or additional storage space, a pet or an additional pet, or to the extent that utilities are separately metered or the amount of such utility charges are pro-rated among the Tenants pursuant to a Ratio Utility Billing System or other similar cost allocation system but the charges are paid directly to the Landlord, such fees for Housing Services or charges for utilities shall not be included in calculating the Maximum Allowable Rent.

**6-58.50. Limitations on the Frequency of Rent Increases and the Use of Banked Annual General Adjustments**

- A. No Landlord shall increase the Rent of any Rental Unit (a) more than once in any twelve month period or (b) earlier than 12 months after the inception of the tenancy.
- B. For Rental Units that are not exempt from rent control under State Law, no Landlord shall increase Rent by utilizing any banked Annual General Adjustments in consecutive years nor increase Rent using any banked Annual General Adjustments more than three times during any tenancy.

**6-58.55. Rent Registry**

- A. The Landlord shall as provided in Regulations complete and submit to the Program Administrator a registration statement for each Rental Unit on a registration statement approved by the Program Administrator. In addition, except for those Rental Units exempt from rent control under State Law, a Landlord (i) shall complete and submit to the Program Administrator within 30 days of the inception of a new tenancy a registration statement concerning the new tenancy and (ii) upon a change of ownership of the Rental Unit, shall complete and submit to the Program Administrator within 30 days of the close of escrow the name and contact information for the new Landlord.
- B. For all Rental Units other than those exempt under State Law, the Program Administrator shall determine either the Maximum Allowable Rent or, as necessary, the Certified Rent, for each Rental Unit registered with the Program Administrator. The Program Administrator shall annually provide the determination of the Maximum Allowable Rent to Landlords and Tenants. A Landlord or Tenant may appeal the determination of the Maximum Allowable Rent or the Certified Rent as set forth in California Civil Code section 1947.8 and the City's implementing regulations.
- C. It shall be unlawful to report to the Program Administrator an amount of Rent for a Rental Unit other than the actual amount paid by the Tenant for the use and occupancy of the Rental Unit.

**6-58.60. Establishment of Base Rent, Annual General Adjustment**

- A. Beginning September 1, 2019, no Landlord shall charge Rent for any Rental Unit not exempt under State Law in an amount greater than the Base Rent plus increases expressly allowed under this Article. If there were no Rent in effect on September 1, 2019, the Base Rent shall be the Rent that was charged on the first date that Rent was charged following September 1, 2019. For tenancies

commencing after the adoption of this Article, the Base Rent is the initial Rent in effect on the date the tenancy commences.

- B. No later than May 31 of each year, the Program Administrator shall announce the percentage increase by which Rent for eligible Rental Units will be adjusted effective September 1 of that year. The Annual General Adjustment for September 1, 2019 shall be 2.8%.

#### **6-58.65. Conditions for Taking the Annual General Adjustment**

A Landlord may increase Rent by the Annual General Adjustment only if the Landlord:

- A. Serves the Tenant with a legally required notice of a rent increase under State law.
- B. Has complied with all other provisions of the City's Rent Stabilization Ordinance, as that Ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the payment of all Rent Program Fees set forth in the City's Master Fee Schedule and the registration of all Rental Units.

#### **6-58.70. Banking**

- A. A Landlord may, but is not required to, increase Rent by the Annual General Adjustment as provided in Section 6-68.60. Any unused Rent Increase may be banked pursuant to the formula set forth in subsections B and C of this Section for future imposition concurrent with a future Annual General Adjustment.
- B. Banking of Annual General Adjustments shall be calculated based on compound addition. For example, an unused Annual General Adjustment of three percent (3%) in one year plus three point four percent (3.4%) in the following year is equal to a combined Annual General Adjustment of six point five six percent (6.56%), not six point four percent (6.4%).
- C. If a Landlord has not increased Rent to the Maximum Allowable Rent in any particular year during a tenancy, the Landlord may, as part of a subsequent annual Rent Increase, increase Rent by the previously banked Annual General Adjustment.
- D. If the notice of a Rent Increase includes a banked Annual General Adjustment, the Landlord must file with the Program Administrator within three days of such service a copy of the notice of the rent increase to which is attached a copy of the proof of service that the Tenant has been so served.
- E. It shall be unlawful for any Landlord to (a) bank more than eight percent (8%), (b) increase Rent by more than the current year Annual General Adjust plus three percent (3%) of any banked amount, (c) increase Rent by using any banked amount in consecutive years, or (d) increase Rent using any banked amount more than three times during any tenancy.

- F. Any banked Annual General Adjustments expire when a new tenancy is created or when the Landlord transfers the property in which or on which the Rental Unit is located.
- G. The Program Administrator may promulgate regulations implementing the banking process and regulating the notices that a Landlord may be required to provide to the Tenant and/or the Program Administrator when utilizing the banking process authorized by this Ordinance.

#### **6-58.75. Petition Process**

- A. A Landlord or a Tenant may file a petition with the Program Administrator to request an upward or downward adjustment of the Maximum Allowable Rent or Certified Rent, other petitions as provided in adopted Regulations, and appeals as provided in this Article.
- B. Upon the filing of a petition, the Program Administrator shall notify the petitioner of the acceptance or denial of the petition based on the completeness of the submission. The Program Administrator shall not assess the merits of the petition but shall only refuse acceptance of a petition that does not include required information or documentation. Upon acceptance of a petition, the Program Administrator shall provide written notice to the Parties affected by the petition. The written notice shall inform Parties of the petition process, the right to respond, and include a copy of the completed petition with the supportive documents available upon request. Any response submitted by the responding Party will be made available to the petitioning Party. Each accepted petition shall be scheduled for a hearing by the Hearing Officer to be held within thirty (30) calendar days from the date the Program Administrator accepts the petition. With agreement of the Parties, the Hearing Officer may hold the hearing beyond the 30 days. Before the hearing, the Program Administrator may attempt, with the Parties concurrence, to mediate a resolution of the petition. Notwithstanding any other provision of this Article, the Hearing Office may refuse to hold a hearing or grant a Rent adjustment if a Hearing Officer has held a hearing and made a decision with regard to the Maximum Allowable Rent or Certified Rent within the previous six months based on the same or substantially the same grounds for an upward or downward Rent adjustment.
- C. The Hearing Officer shall conduct the hearing employing the usual procedures in administrative hearing matters, i.e., the proceeding will not be governed by the technical rules of evidence and any relevant evidence will be admitted. The Hearing Officer shall have the power to issue subpoenas. The Hearing Officer shall have no authority to consider the constitutionality of any Federal, State or local law or regulation.
- D. Any Party may appear and offer such documents, testimony, written declarations, or other evidence as may be pertinent to the proceeding. Each Party shall comply with the Hearing Officer's request for documents and information and shall comply



with the other Party's reasonable requests for documents and information. The Hearing Officer may proceed with the hearing notwithstanding that a Party has failed to appear, failed to provide the documents or information requested by the Hearing Officer or a Party has failed to provide documents or information requested by the other Party. The Hearing Officer may take into consideration, however, the failure of a Party to provide such documents or information.

- E. The Party who files the petition shall have the burden of proof. As to the burden of proof, the Hearing Officer shall use the preponderance of evidence test, i.e., that what the petitioner is required to prove is more likely to be true than not and, after weighing all the evidence, if the Hearing Officer cannot decide that something is more likely to be true than not, the Hearing Officer must conclude that the petitioner did not prove it.
- F. The hearing will be reported by a certified court reporter or otherwise recorded for purposes of judicial review. The Hearing Officer may request a copy of the transcript prior to making a decision.
- G. In making an individual upward adjustment of Rent, the Hearing Officer shall grant an upward adjustment only if such an adjustment is necessary in order to provide the Landlord with a constitutionally required fair return on property. The Hearing Officer shall not determine a fair return solely by the application of a fixed or mechanical accounting formula but there is a rebuttable presumption that maintenance of Net Operating Income for the Base Year, as adjusted by inflation over time, provided a Landlord with a fair return on property.
- H. In making an individual downward adjustment of Rent, the Hearing Officer may consider decreases in Housing Services, living space, or amenities; substantial deterioration of the Rental Unit other than as a result of ordinary wear and tear; the Landlord's failure to comply substantially with applicable housing, health and safety codes; or the Landlord's failure to comply with this Article.
- I. Within 30 days of the close of the hearing, the Hearing Officer shall make a determination, based on the preponderance of evidence, whether there should be an upward or downward adjustment of Rent, and shall make a written statement of decision upon which such determination is based. The Hearing Officer's allowance or disallowance of any upward or downward adjustment of Rent may be reasonably conditioned in any manner necessary to effectuate the purposes of this Article. The Hearing Officer shall provide the statement of decision to the Program Administrator who shall provide copies to the Parties.
- J. The Hearing Officer's decision shall be final unless judicial review is sought within 60 days of the date of the Hearing Officer's decision. If a Party seeks judicial review of the Hearing Officer's decision, such Party shall immediately serve the Program Administrator with the judicial filing. An upward or downward adjustment of Rent shall take effect immediately upon the Hearing Officer's decision unless provided otherwise in the decision regardless of whether a Party seeks judicial review.

### 6-58.80. Evictions and Terminations of Tenancies

No Landlord shall take action to terminate any Tenancy including, but not limited to, making a demand for possession of a Rental Unit, threatening to terminate a Tenancy, serving any notice to quit or other notice to terminate a Tenancy, e.g. an eviction notice, bringing any action to recover possession or be granted possession of a Rental Unit except on one of the following grounds:

- A. Failure to pay rent. The Tenant upon proper notice has failed to pay the Rent to which the Landlord is entitled under a Rental Agreement; provided, however, that the "failure to pay rent" shall not be cause for eviction if (i) the Tenant cures the failure to pay rent by tendering the full amount of the Rent due within the time frame in the notice but the Landlord refuses or fails to accept the Rent or (ii) the Tenant tenders some or all of the Rent due and the Landlord accepts some or all of the Rent.
- B. Breach of Rental Agreement. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit a material and substantial breach of an obligation or covenant of the Tenancy other than the obligation to surrender possession upon proper notice, provided, however, that a Landlord need not serve a written notice to cease if the breach is for conduct that is violent or physically threatening to the Landlord, other Tenants or members of the Tenant's household or neighbors.
  - 1. Notwithstanding any contrary provision in this Section 6-58.80, a Landlord shall not take action to terminate a Tenancy as a result of the addition to the Rental Unit of (a) a Tenant's spouse or registered domestic partner, (b) a Tenant's parent, grandparent, child or grandchild, regardless of whether that child or grandchild is related to the Tenant by blood, birth, adoption, marriage or registered domestic partnership, (c) the foster child or grandchild of the Tenant or any of the individuals described in subparagraphs (a) or (b) of this paragraph, (d) any other person that federal or state fair housing laws may in the future protect, or (e) a person necessary to reasonably accommodate the needs of a Tenant or any of the individuals described in subparagraphs (a), (b), (c) or (d) of this paragraph, so long as the number of occupants does not exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health and Safety Code, section 17922.
  - 2. Before taking any action to terminate a Tenancy based on the violation of a lawful obligation or covenant of Tenancy regarding subletting or limits on the number of occupants in the Rental Unit, the Landlord shall serve the Tenant a written notice of the violation that provides the Tenant with the opportunity to cure the violation within 14 calendar days. The Tenant may cure the violation by making a written request to add occupants to which request the Landlord reasonably concurs or by using other reasonable means, to which

the Landlord reasonably concurs, to cure the violation including, but not limited to, causing the removal of any additional or unapproved occupant.

- C. Nuisance. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit or expressly permit a nuisance on the Rental Unit or to the common area of the rental complex, or to create a substantial interference with the comfort, safety or enjoyment of the Landlord, other Tenants or members of a Tenant's household or neighbors, provided, however, a Landlord need not serve a notice to cease if the Tenant's conduct is illegal activity, has caused substantial damage to the Rental Unit or the common area of the rental complex, or poses an immediate threat to public health or safety.
- D. Failure to give access. The Tenant has continued to refuse, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purpose of inspection or of making necessary repairs or improvements required by law, for the purpose of showing the Rental Unit to any prospective purchaser or mortgagee, or for any other reasonable purpose as permitted or required by the lease or by law.
- E. Owner move-in. The Landlord seeks in good faith to recover possession of the Rental Unit for use and occupancy as a Primary Residence by (1) the Landlord, (2) the Landlord's spouse or registered domestic partner, or (3) the Landlord's parent, grandparent, child, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, whether that person is related to the Landlord by blood, birth, adoption, marriage or registered domestic partnership. Persons in paragraphs (2) and (3) above shall be deemed "enumerated relatives".
  1. For purposes of this section a "Landlord" shall only include a Landlord that is a natural person who has at least a 50% ownership interest in the property and the Landlord shall provide to the Program Administrator documentation that the Landlord meets the definition of Landlord as provided in this paragraph. For purposes of this paragraph, a "natural person" means a human being but may also include a living, family or similar trust where the natural person is identified in the title of the trust.
  2. No action to terminate a Tenancy based on an "owner move-in" may take place if there is a vacant Rental Unit on the property that is Comparable to the Rental Unit for which the action to terminate the Tenancy is sought.
  3. The notice terminating the Tenancy shall set forth the name of the Landlord and, if applicable, the name and relationship to the Landlord of the enumerated relative intending to occupy the Rental Unit.
  4. The Landlord or the enumerated relative must intend in good faith to move into the Rental Unit within 60 days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least three years. The Landlord or the enumerated relative must within seven days



after the Landlord or the enumerated relative has moved into the Rental Unit inform the Program Administrator in writing that the Landlord or enumerated relative has in fact moved into the Rental Unit and provide sufficient documentation, as determined by the Program Administrator, to demonstrate the Rental Unit is the Landlord's or enumerated relative's Primary Residence.

5. If the Landlord or enumerated relative fails to occupy the Rental Unit within 60 days after the Tenant vacates or if the Landlord or enumerated relative vacates the Rental Unit without good cause before occupying the Rental Unit as a Primary Residence for three years, the Landlord shall:
    - (a) Offer the Rental Unit to the Tenant who vacated the Rental Unit and at the same Rent that was in effect at the time the Tenant vacated the Rental Unit;
    - (b) Pay to the Tenant all reasonable and documented expenses incurred in moving to the Rental Unit; and
    - (c) Inform the Program Administrator in writing.
  6. If (a) the Landlord or enumerated relative fails to occupy the Rental Unit within 60 days after the Tenant vacates or if the Landlord or enumerated relative vacates the Rental Unit without good cause before occupying the Rental Unit as a Primary Residence for three years, and (b) the displaced Tenant does not accept the Landlord's offer to return to the Rental Unit, the Landlord shall not charge Rent to a new Tenant that exceeds the lawful Rent charged to the displaced Tenant at the time the Landlord served the notice to terminate the tenancy. Nothing in this paragraph shall preclude other penalties or remedies provided to the displaced Tenant or the City under Section 6-58.155.
  7. Where the Landlord has terminated a tenancy based on an owner move-in and there are other Rental Units on the property, a Landlord shall not terminate a tenancy of any other Tenant based on an owner move-in until twenty-four months have elapsed since the Landlord or an enumerated relative has moved into the Rental Unit which was the subject of the prior owner move-in.
  8. It shall be evidence that the Landlord has not sought in good faith to recover possession of a Rental Unit based on an owner move-in if the Landlord or the enumerated relative does not occupy the Rental Unit within 60 days of the displaced Tenant's vacating the Rental Unit and/or if the Landlord or the enumerated relative does not occupy the Rental Unit as a Primary Residence for at least three years.
- F. Demolition. The Landlord seeks in good faith and in compliance with the City's Ellis Act Policy to take action to terminate a Tenancy to demolish the Rental Unit and remove the property permanently from residential rental housing use;

provided, however, the Landlord shall not take any action to terminate such Tenancy until the Landlord has obtained all necessary and proper demolition and related permits from the City.

- G. Capital Improvement Plan. The Landlord seeks in good faith to take action to terminate a Tenancy in order to carry out an approved Capital Improvement Plan.
- H. Withdrawal from the rental market. The Landlord seeks in good faith and in compliance with the City's Ellis Act Policy to take action to terminate a Tenancy by withdrawing the Rental Unit from rent or lease with the intent of going out of the residential rental business permanently as to the Rental Unit(s) on the property.
- I. Compliance with a governmental order. If a Tenant has vacated the Rental Unit in compliance with a government agency's order to vacate, in response to a Landlord's taking action in good faith to terminate a Tenancy to comply with a government agency's order to vacate, in response to a Health or Safety Condition, or in connection with any other order that necessitates the vacating of the building or Rental Unit as a result of a violation of the City of Alameda's Municipal Code or any other provision of law:
  1. The Landlord shall offer the Rental Unit to the Tenant who vacated the Rental Unit when the Landlord has satisfied the conditions of the governmental agency that caused the governmental agency to order the Rental Unit vacated and at the same Rent that was in effect at the time the Tenant vacated the Rental Unit.
  2. The Landlord shall provide to the Tenant Relocation Payments as provided in Section 6-58.85 or as provided in Article 2.5, Chapter 5, Part 1.5, Division 13, California Health and Safety Code, beginning at section 17975, whichever is greater, and all reasonable and documented expenses incurred in returning to the Rental Unit should the Landlord be required to offer the Rental Unit to the Tenant once the conditions have been satisfied and the Tenant does so.

#### **6-58.85 Relocation Payments.**

- A. Permanent Relocation Payments. A Landlord who (i) takes action to terminate a tenancy permanently for the reasons specified in subsections E, F, G, H, or I of Section 6-58.80, (ii) serves a notice of a Rent Increase that is a Relocation Rent Increase as defined in this Article and the Tenant vacates the Rental Unit within 90 days of receiving the Relocation Rent Increase, or (iii) fails to correct deficient Housing Quality Standards in Housing Choice Voucher Section 8 Rental Units resulting in the Tenant's vacating the Rental Unit, shall provide to an Eligible Tenant a Permanent Relocation Payment.
- B. Relocation Payments Following a Governmental Order to Vacate or Tenant's Vacating Due to Health or Safety Conditions. If a Tenant has vacated a Rental Unit in compliance with a governmental agency's order to vacate or due to Health

or Safety Conditions, and regardless of whether the Landlord has served a notice to temporarily terminate a tenancy:

1. For the first 60 days from the date the Tenant vacates the Rental Unit, the Landlord shall make Temporary Relocation Payments to the Tenant until the Tenant re-occupies the Rental Unit and the Tenant, upon receipt of the Temporary Relocation Payment, shall be obligated to pay the Rent that was in effect at the time the Tenant vacated the Rental Unit, plus any adjustments as permitted under this Article and Rent Program Regulations.
2. If the work necessary to comply with the governmental order or to correct the Health or Safety Conditions takes longer than 60 days to complete, the Landlord shall make Rent Differential Payments to the Tenant until either the work is completed and the Tenant re-occupies the Rental Unit or the Tenant finds alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the Rent in effect when the Tenant vacated the Rental Unit, plus any Rent adjustments as permitted under this Article and the regulations. If the Tenant finds alternative permanent housing and elects to terminate the tenancy, the Landlord shall provide to the Tenant a Permanent Relocation Payment, in addition to other Relocation Payments.
3. If there is a dispute concerning whether there are Health or Safety Conditions and/or whether such Conditions were caused by the Tenant, the Tenant or the guests/invitees of the Tenant, the City Building Official shall decide the dispute. Within 10 days of the Building Official's decision, either a Landlord or a Tenant may file an appeal with the Program Administrator concerning the decision of the Building Official. A Hearing Officer shall hear and decide the appeal pursuant to procedures set forth in adopted regulations.

C. Natural Disasters and Other Exceptions.

1. Notwithstanding subsection B of this Section 6-58.85, a Landlord shall not be liable for a Temporary Relocation Payment, a Rent Differential Payment, or a Permanent Relocation Payment if the governmental agency that ordered the Rental Unit, or the building in which the Rental Unit is located, to be vacated, determines the Rental Unit or the building in which the Rental Unit is located must be vacated as a result of:
  - (a) A fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate; or
  - (b) Any Tenant, occupant of the Rental Unit, or the guest or invitee of any Tenant, has caused or materially contributed to the condition giving rise to the order to vacate.
2. As to whether the Landlord caused or contributed to the condition giving rise to the order to vacate or as to whether a Tenant, the occupant of the Rental

Unit, or the guest or invitee of any Tenant caused or materially contributed to the condition giving rise to the order to vacate, either a Landlord or a Tenant, within 10 days of the determination of the governmental agency, may file an appeal with the Program Administrator concerning the determination of the governmental agency. A Hearing Office shall hear and decide the appeal pursuant to procedures set forth in adopted regulations.

- D. Offer of a Comparable Unit. Notwithstanding subsection B of this Section 6-58.85, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments, may offer the Tenant a Comparable Rental Unit in Alameda while the work on the displaced Tenant's Rental Unit is being completed. The Tenant, in the Tenant's sole discretion, may waive, in writing, any of the Comparable factors in deciding whether the Rental Unit is Comparable.
1. If the Tenant accepts the offer and occupies the Comparable Rental Unit, the Tenant shall pay no more than the Rent the Tenant was paying at the time the Tenant was served with the notice to temporarily terminate the tenancy or at the time the Tenant vacated the Rental Unit, or the Tenant shall pay some other amount agreeable to the Landlord and Tenant that does not exceed the Rent at the time the tenant vacated the Rental Unit, if a governmental agency ordered the Rental Unit vacated or the Tenant vacated the Rental Unit due to Health or Safety Conditions, and no notice of temporary termination of tenancy was served.
  2. If the Tenant accepts the offer, the Landlord shall (i) pay the Tenant's reasonable and documented moving expenses to the Comparable Rental Unit and from the Comparable Rental Unit to the Tenant's Rental Unit and (ii) continue to make Temporary Relocation Payments or Rent Differential Payments until the Tenant has occupied the Comparable Rental Unit.
  3. If Tenant does not agree that a particular Rental Unit is Comparable, the Tenant must so inform the Landlord in writing. A Landlord may file an appeal with the Program Administrator within 10 days of the Landlord's receipt of the Tenant's written decision. A Hearing Officer shall hear and decide the appeal pursuant to procedures set forth in adopted Regulations. If the Hearing Officer has determined the Rental Unit is Comparable but the Tenant chooses not to occupy the Comparable Rental Unit, the Landlord shall have no further obligation to make Temporary Relocation Payments or Rent Differential Payments and the Tenant shall have no further obligation to pay Rent until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced.
  4. If a Tenant has occupied a Comparable Rental Unit for at least 120 days, a Tenant for good cause may vacate the Comparable Rental Unit and thereafter receive from the Landlord Rent Differential Payments until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced or, if the Tenant has found alternative, permanent housing, has received from the Landlord a Permanent Relocation Payment. Good cause shall be established in adopted regulations.



### **6-58.90 Notice of Entitlement to Tenants/Right of First Refusal**

- A. Any notice to terminate a Tenancy temporarily which is served by a Landlord to a Tenant shall be accompanied by the appropriate completed notice of entitlement to a Temporary Relocation Payment form, a Rent Differential payment form, and a Permanent Relocation Payment form, available on the Program Administrator's website. As to any Tenant who vacates a Rental Unit for any the reasons set forth in subsection B of Section 6-58.85, the Landlord must provide to the Tenant within three business days of the Tenant's vacating the Rental Unit the appropriate completed notice of entitlement to a Temporary Relocation Payment, a Rent Differential Payment form, and a Permanent Relocation Payment form, available on the Program Administrator's website. The contents of such notice shall include but are not limited to:
  - 1. A written statement of the rights and obligations of Tenants and Landlords under this Article; and
  - 2. A written statement that the Landlord has complied with Section 6-58.85.
- B. A notice of entitlement to a Temporary Relocation Payment and/or Rent Differential Payment form shall include a summary of the repairs to be undertaken and the estimated duration of the work. The Landlord shall notify the Tenant when work is completed and provide the Tenant with the first right of refusal to re-occupy the Rental Unit. If the estimated duration of the work changes, the Landlord shall provide the Tenant with at least seven calendar days' advance notice of such a change.
- C. All Landlords shall be required to file with the Program Administrator a copy of the notice of entitlement described in this Section within three calendar days of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Program Administrator.
- D. Nothing in this Section shall relieve the Landlord of the Landlord's obligation to serve any notice that would otherwise be required pursuant to federal, state or local law.

### **6-58.95 Amount of Relocation Payments**

- A. The City Council shall determine by resolution the amount of the Relocation Payments.
- B. The Permanent Relocation Payment may be based on the first and last months' fair market rent, estimated moving and packing expenses, estimated storage costs, applicable taxes, and any other basis set forth by Regulation.
- C. The Temporary Relocation Payment may be based upon reasonable per diem rates, which may include safe and sanitary hotel, motel, or short-term rental



accommodations; meal allowance if the temporary accommodations lack cooking facilities; laundry allowance if the rental property included laundry facilities and the temporary accommodations lack laundry facilities; and pet accommodations if the rental property allowed pets and the temporary accommodation does not accept pets, and costs associated with moving and storage.

- D. The City Council may adopt a greater Relocation Payment amount for a Qualified Tenant Household.
- E. The Relocation Payment will be distributed on a pro-rata basis to each Eligible Tenant.
- F. Nothing provided herein prohibits a Landlord and a Tenant from agreeing to a Relocation Payment different than as provided in the City Council resolution adopting Relocation Payments, provided the Landlord informs the Tenant in writing of the amount of the Relocation Payment to which the Tenant is entitled to receive under this Article and the Landlord and Tenant submits to the Program Administrator written proof of the alternative relocation payment within 21 days of the Tenant's vacating the Rental Unit.

#### **6-58.100 Distribution of Relocation Payments to Eligible Tenants.**

- A. A Landlord shall provide the Relocation Payment in the amount required by the City Council resolution concerning Relocation Payments to each Eligible Tenant through direct payment to the Tenant.
- B. When the Tenant has been served with a notice to vacate the Rental Unit under subsections E, F, G, or H of Section 6-58.80 (Owner Move-in, Withdrawal of the Rental Unit from the Rental Market, Demolition and Capital Improvement Plan), the Landlord shall pay one-half (1/2) of the applicable Permanent Relocation Payment within three business days after the Tenant has informed the Landlord, in writing, that the Tenant will vacate the Rental Unit on the date no later than the date provided in the notice terminating the tenancy and the other half within three business days after the Tenant has (i) vacated the Rental Unit by no more than two calendar days after the date provided in the notice; and (ii) removed all of the Tenant's personal property from the Rental Unit and/or from other property of the Landlord, such as a storage unit.
- C. When the Tenant has informed the Landlord, in writing, the Tenant has found permanent housing as provided in paragraph (iii) of subsection A of Section 6-58.85 (failure to correct Housing Quality Standards) or in subsection B of Section 6-58.85 (Governmental Order to Vacate or Vacating due to Health or Safety Conditions), the Landlord shall pay the full amount of the applicable Permanent Relocation Payment within three business days thereof or within three business days after the Tenant has removed all of the Tenant's personal property from the Rental Unit and/or other property of the Landlord, such as a storage unit, whichever is later.

- D. When the Tenant has been served with a Relocation Rent Increase and within 90 days of receipt of such Increase has notified the Landlord in writing that the Tenant will vacate the Rental Unit, the Landlord shall pay one-half of the applicable Permanent Relocation Payment within three business days of the Landlord's receipt of the written notice and the other half within three business days after the Tenant has (i) vacated the Rental Unit by no more than two calendar days after the date the Tenant has informed the Landlord that the Tenant would vacate the Rental Unit, and (ii) removed all of Tenant's personal property from the Rental Unit and/or from other property of the Landlord, such as a storage unit.
- E. As to any Tenant who is entitled to receive a Temporary Relocation Payment and/or a Rent Differential Payment as provided in subsection B. of Section 6-58.85 (Governmental Order to Vacate or Vacating Due to Health or Safety Conditions), the Landlord shall make such Payment in the amount and as provided in the applicable City Council Resolution.

**6-58.105 Coordination with other relocation requirements.**

If a Tenant(s) receives, as part of the termination of tenancy, relocation assistance from a governmental agency, then the amount of that relocation assistance shall operate as a credit against any Relocation Payment to be paid to the Tenant under Section 6-58.95.

**6-58.110. Service and Contents of the Written Notices to Terminate a Tenancy**

- A. In any notice purporting to terminate a Tenancy the Landlord shall state in the notice the cause for the termination.
- B. If the cause for terminating the Tenancy is for the grounds in subsections A, B, C, or D of Section 6-58.80 and a notice to cease is required, the notice shall also inform the Tenant that the failure to cure may result in the initiation of an action to terminate the Tenancy; such notice shall also include sufficient details allowing a reasonable person to comply and defend against the accusation.
- C. If the cause for terminating the Tenancy is for the grounds in subsections E, F, G, H, or I of Section 6-58.80, the notice shall also inform the Tenant that the Tenant is entitled to a Relocation Payment and the amount thereof.
- D. If the Landlord has served a Tenant with a Relocation Rent Increase, the Landlord shall inform the Tenant in writing of the Tenant's rights to vacate the Rental Unit as provided in this Article, that the Tenant is entitled to a Relocation Payment, and the amount thereof.
- E. If the cause for terminating the Tenancy is for the grounds in subsection G of Section 6-58.80, the notice shall state the Landlord has complied with that

subsection by obtaining a City approved Capital Improvement Plan and a copy of the approved Capital Improvement Plan shall accompany the notice.

- F. The Landlord shall file with the Program Administrator within three calendar days after having served any notice required by subsections E, F, G, H, or I of Section 6-58.80 a copy of such notice.
- G. The Landlord shall file with the Program Administrator within three calendar day of serving a Tenant with a Relocation Rent Increase a copy of the notice of the rent increase and the written information set forth in subsection D of this Section 6-58.110.

#### **6-58.115. Buyout Agreements**

- A. The purpose of this Section is to afford protection to a Tenant who is offered a Buyout Agreement.
- B. Before making an offer to a Tenant of a Buyout Agreement, a Landlord must give a Tenant a written disclosure document, in a form set forth in an adopted regulation, setting forth the Tenant's rights concerning the Buyout Agreement including the following: (i) the right not to enter into the Buyout Agreement; (ii) the right to consult an attorney and the right to revise the Buyout Agreement before signing the Buyout Agreement; (iii) the right to consult the Program Administrator regarding the Buyout Agreement; and (iv) the right to rescind the Buyout Agreement any time up to 30 calendar days after the Tenant has signed the Buyout Agreement.
- C. A Buyout Agreement that does not satisfy all the requirements of this Ordinance and the regulation is not effective and the Tenant may rescind the Buyout Agreement at any time, even after 30 calendar days from the date the Tenant signed the Buyout Agreement. In order to rescind a Buyout Agreement, the Tenant must hand deliver, email or place in the U.S. mail a statement to the Landlord that the Tenant has rescinded the Buyout Agreement.
- D. The Landlord shall provide the Tenant a copy of the Buyout Agreement when all the parties have signed and shall file the signed Buyout Agreement with the Program Administrator within three calendar days after all parties have signed.

#### **6-58.120. Retaliation Prohibited**

No Landlord shall take any action to terminate a tenancy, reduce any Housing Services or increase the Rent where the Landlord's intent is to retaliate against the Tenant for (i) the Tenant's assertion or exercise of rights under this Article or under state or federal law, (ii) the Tenant's request to initiate, or the tenant's participation in, the rent control procedures under this Article, (iii) the Tenant's refusing to enter into a Buyout Agreement or rescinding a Buyout Agreement or (iv) the Tenant's exercise of rights under or participation in litigation arising out of this Article. Such retaliation may be a

defense to an action to recover the possession of a Rental Unit and/or may serve as the basis for an affirmative action by the Tenant for actual and punitive damages and/or injunctive relief as provided herein. In an action against the Tenant to recover possession of a Rental Unit, evidence of the assertion or exercise by the Tenant of rights under this Article or under state or federal law within 180 days prior to the alleged act or retaliation shall create a rebuttable presumption that the Landlord's act was retaliatory; provided, however, a Tenant may assert retaliation affirmatively or as a defense to the Landlord's action without the presumption regardless of the period of time that has elapsed between the Tenant's assertion of exercise of rights under this Article and the alleged action of retaliation.

#### **6-58.125. Waiver**

- F. Any waiver or purported waiver of a Tenant of rights granted under this Article prior to the time when such rights may be exercised shall be void as contrary to public policy.
- G. It shall be unlawful for a Landlord to attempt to waive or waive, in a rental agreement or lease, the rights granted a Tenant under this Article prior to the time when such rights may be exercised.

#### **6-58.130. Actions to Recover Possession**

In any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove by a preponderance of evidence compliance with this Article.

#### **6-58.135. Landlord's Failure to Comply**

A Landlord's failure to comply with any requirement of this Article may be asserted as an affirmative defense in an action brought by the Landlord to recover possession of the Rental Unit. Additionally, any attempt to recover possession of a Rental Unit in violation of this Article shall render the Landlord liable to the Tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The Tenant may seek injunctive relief and money damages for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

#### **6-58.140. Penalties and Remedies for Violations**

- A. The City may issue an administrative citation to any Landlord and to the Landlord's agent for a violation of this Article. The fine for such violations shall be \$250 for the first offense, \$500 for a second offense within a one year period and \$1000 for a third offense within a one year period.



- B. Any person violating any provision of this Article shall be guilty of an infraction punishable for a fine not to exceed \$250 or a misdemeanor punishable by a fine not exceeding \$1,000 per violation, or by imprisonment in the County jail for a period not exceeding six months, or by both a fine and imprisonment.
- C. Any aggrieved person, including the City and the People of the State of California may enforce, and seek to enjoin the violation of, this Article by means of a civil action. The burden of proof in such cases shall be preponderance of the evidence. As part of any civil action brought by the People of the State of California or City to enforce this Article, a court shall assess a civil penalty in an amount up to the greater of \$2,500 per violation per day or \$10,000 per violation, 50% payable to the City and 50% to the person or persons whose rights were violated, against any person who commits, continues to commit, operates, allows or maintains any violation of this Article. Any violator shall be liable for an additional civil penalty of up to \$5,000 for each offense committed against a person who is a Senior Adult, has a Disability, or is in a household with one or more minor children.
- D. A Landlord who has terminated a tenancy on grounds not permitted under this Article shall not impose Rent for the new tenancy that exceeds the Maximum Allowable Rent or Certified Rent at the time the prior tenancy was terminated.
- E. Any Rental Unit business conducted or maintained contrary to this Article shall constitute a public nuisance.
- F. The remedies provided in this Article are not exclusive, and nothing in this Article shall preclude any person from seeking any other remedies, penalties or procedures provided by law.

#### **6-58.145. Program Fee**

- A. There is hereby imposed on each Rental Unit in the City a Program Fee. Landlords shall pay the Program Fee to the City annually. Landlords may include the Program Fee as a Cost of Operation and up to one half of the Program Fee may be allocated to a Tenant, to be paid by the Tenant in 12 equal installments, which payments need not be included in the calculation of the Maximum Allowable Rent or the Maximum Increase.
- B. The amount of the Program Fee shall be determined by resolution of the City Council adopted from time to time and set forth in the City's Master Fee Schedule. The Program Fee shall not exceed the amount found by the City Council to be necessary to administer the costs of the Programs under this Article and the City Council's finding in this regard shall be final.
- C. Any Landlord responsible for paying the Program Fee who fails to pay the Program Fee within 30 calendar days of its due date shall, in addition to the Program Fee, pay additional late charges, penalties of assessments as determined by resolution of the City Council.

**6-58.150 Annual Review**

The Program Administrator shall annually prepare a report to the Council assessing the effectiveness of the Programs under this Article and recommending changes as appropriate.

**6-58.155. Implementing Policies and Regulations**

The City Manager or the City Manager's designee shall have the authority to promulgate regulations to implement the requirements and fulfill the purposes of this Article. No person shall fail to comply with such regulations.

Section 4: IMPLIED REPEAL

Any provision of the Alameda Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

Section 5: CEQA DETERMINATION

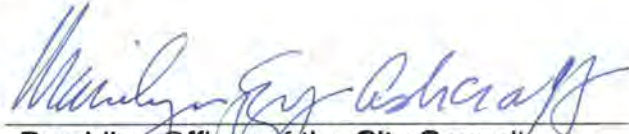
The City Council finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to the following, each a separate and independent basis: CEQA Guidelines, Section 15378 (not a project) and Section 15061(b)(3) (no significant environmental impact).

Section 6: SEVERABILITY

If any provision of this Ordinance is held by a court of competent jurisdiction to be invalid, this invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision and therefore the provisions of this Ordinance are severable. The City Council declares that it would have enacted each section, subsection, paragraph, subparagraph and sentence notwithstanding the invalidity of any other section, subsection, paragraph, subparagraph or sentence.

**Section 7: EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

  
Presiding Officer of the City Council

Attest:


  
Lara Weisiger, City Clerk

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I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 17<sup>th</sup> day of September, 2019, by the following vote to wit:

- AYES: Councilmembers Knox White, Oddie, Vella and Mayor Ezy Ashcraft – 4.
- NOES: Councilmember Daysog - 1.
- ABSENT: None.
- ABSTENTIONS: None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 18<sup>th</sup> day of September, 2019.

  
Lara Weisiger, City Clerk  
City of Alameda

Approved as to form:

  
Yibin Shen, City Attorney  
City of Alameda





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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa M Cooper, Executive Director

Date: June 24, 2020

Re: Provide Direction to Staff on a First Amendment to the Services Agreement for Fiscal Years 2019-2020, 2021-2022 and 2022-2023 between the City of Alameda and the Housing Authority of the City of Alameda Amending the Scope of Work and Budget to Return Administration of Certain Services Including the Community Development Block Grant and HOME Programs back to the City, and Extending the Term of the Services Agreement to June 30, 2023

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## **BACKGROUND**

The Housing Authority of the City of Alameda ("Housing Authority") has been partnering with the City of Alameda ("City") on the delivery of affordable housing and other community development initiatives for many years. From 2010 to 2014, City staff worked at the Housing Authority administering the CDBG/HOME and other affordable housing programs, as part of a City-wide departmental reorganization, following the dissolution of redevelopment agencies. In 2014, following the Housing Authority's transition to an independent public agency in 2012, City staff administering these programs became Housing Authority employees. As a result of the transition from City administration to Housing Authority administration, the City and the Housing Authority entered into a services agreement to formalize that relationship.

The current Services Agreement ("Agreement"), approved by the City Council and the Board of Commissioners in June 2019 and effective July 1, 2019, covers services in two areas: housing programs and police services. Under the Agreement, Housing Authority staff provide the services needed to administer the following City housing programs: federal CDBG and HOME, First-Time Homebuyer, and Inclusionary Housing. The Housing Authority also manages the City's affordable housing funds to develop affordable housing. The Housing Authority staff salaries and administrative expenses for development are reimbursed by the City for the provision of these services. Conversely, the Police Department has been under contract to provide supplemental policing services at Housing Authority complexes for over 20 years.



## **DISCUSSION**

In late February 2020, the City approached the Housing Authority about their desire to return the CDBG and HOME, First-Time Homebuyer, and Inclusionary Housing programs to the City. The City explained that, while it is satisfied with the services provided by the Housing Authority, due to an internal reorganization, it would prefer to administer these programs directly. The City is the HUD grantee of CDBG/HOME funds. The City Council approved the First Amendment to the Services Agreement on June 16, 2020.

In May 2020, the City provided a draft First Amendment to Services Agreement including a transfer of the CDBG, HOME, First-Time Homebuyer, and Inclusionary Housing programs back to the City. The Housing Authority would continue to have access to the City's affordable housing funds to use for affordable housing development (at approximately \$305,000 per year). As the City notes in the staff report to the amendment, the Housing Authority is the largest provider of affordable housing in the City and can make the best, and most efficient, use of the City's affordable housing funds to carry out the City's Five-Year Affordable Housing Pipeline.

### **Timing**

The proposed First Amendment to Services Agreement includes a transition plan that would allow a hand-over of the CDBG, HOME, First-Time Homebuyer, and Inclusionary Housing programs effective August 1, 2020. As part of the First Amendment to Services Agreement, the Agreement's term would be extended two years from June 30, 2021 to June 30, 2023 to synchronize the agreement term with that of the Alameda Rent Program Agreement (see separate Board memo). The proposed First Amendment to Services Agreement provides the ability for either party to amend the Agreement following a 90-day notice or terminate with a 180-day notice.

### **Staffing Impacts of the First Amendment**

The proposed First Amendment to Services Agreement would lead to a reduction of approximately \$340,000 in income and expenses for salaries and benefits for CDBG/HOME/BMR programs and, over time, is revenue neutral to the Housing Authority.

This transfer of work back to the City would impact two existing staff members in the Housing and Community Development Department and one in the Property Operations Department. The 2020-21 Schedule of Authorized Positions has been adjusted downward for reductions in these positions (see separate Board memo). The three staff impacted have been kept apprised of the proposed changes by the City and opportunities for questions have been provided. (One other impacted position, the Director position, will be fully funded from Housing Authority funds due the large, new-build pipeline at North Housing.)

Management expects to follow the employee handbook and to consider processes used previously to handle staffing reductions due to outsourcing. For example, staff will be



encouraged to apply for open positions for which they are qualified and, if necessary, positions may be cut in full or changed to part-time status. The FY 2020-21 budget includes an additional \$60,000 from Housing Authority reserves to cover salaries and benefits for the months of August and September for impacted staff, in case there is additional post-transfer work and/or more time is needed beyond August 1, 2020 to transition staff. Management would report back again at the August 2020 and September 2020 Board meetings on the staffing implications, if any, caused by the First Amendment.

### **Policing Services**

Under the proposed First Amendment to Services Agreement, the Housing Authority would continue to pay \$210,000 for policing services. The policing services (Exhibit C of the original Agreement) have changed fairly significantly since the Housing Authority separated from the City in 2012. Police are no longer providing background checks for tenants or employees. The funding source for the police was switched to defederalized property funds and away from Housing Choice Voucher funding. Over the past few years, the Housing Authority has also moved to using unarmed private security services at some larger sites at an additional cost of up to \$200,000 a year to cover temporary site-specific concerns and/or vacancies in overnight site staffing. Further, as of July 1, 2020, all but three AHA properties will have transferred to third party management. Both the private security and the quarterly police reports show that criminal activity at the properties is below the average level for criminal activity in the City as a whole and has been so for a number of years.

Since 2016, the Housing Authority has complemented its services and efforts to the community by providing social services to its tenants. The Housing Authority contracts with LifeSTEPS to provide onsite social services at a cost of approximately \$240,000 per year. Additional social supports for residents include multiple partnerships, including with the Alameda Food Bank, Alameda Family Services, and the Alameda Boys and Girls Club.

There has been significant reexamination of policing services, both nationally and in Alameda, since the First Amendment was drafted in mid-May. The City Council agreed on June 16, 2020 to engage in a process to review policing in Alameda, including holding two public meetings on the topic before June 30. In addition, City staff will return to the Council in October to update its budget. Given the ongoing dialogue within and across communities and the backdrop of recent events at the national and local levels, it would seem an opportune time for the Housing Authority to review its need for policing services at Housing Authority-owned properties and to engage with the City on revising and amending the Exhibit C.

There are a number of options for discussion by the Board:

1. The Board may approve a First Amendment to Services Agreement between the City and Housing Authority, in its currently proposed form, to transition administration of the CDBG, HOME and related programs, as described above,



back to the City while the Housing Authority retains administration of the City's affordable housing funds for development of affordable housing and continues to pay for policing services.

2. The Board may decline to amend the Services Agreement at this time.
3. The Board may decide to issue to the City a 180-day notice of termination of the entire Services Agreement.
4. The Board may approve the proposed First Amendment to Services Agreement in its current proposed form, authorize the Executive Director to effectuate the transition of the requested housing related programs and services back to the City effective August 1, 2020, as provided in the First Amendment, and direct staff to issue a 90-day notice of amendment to the agreement to the City (per item 6 of the First Amendment) on the Policing Services Agreement (Exhibit C) and direct Staff to conduct an internal review of the extent to which additional policing services are needed for Housing Authority-owned properties. Staff would come back with a recommendation and additional information for the Board in the Fall. If the City and Housing Authority cannot come to an agreement, the Board could decide to issue a termination notice which would require a further 180 days' notice.
5. The Board may provide direction to staff regarding further revisions to the proposed First Amendment to Services Agreement.

### **FINANCIAL IMPACT**

The transfer of the HOME/CDBG/BMR would result in a reduction in both income and expenses of approximately \$340,000 for the Fiscal Year 2020-21 budget and this has already been excluded from the upcoming budget, thus having a neutral impact on the Housing Authority's budget.

Beyond this change, the Housing Authority reserves are sufficient to cover all these scenarios. Below are the additional impacts of each scenario beyond the \$340,000 above for FY 2020-21.

Option 1: This would also require additional funding from Housing Authority reserves of up to \$60,000, to cover two months of salary for CDBG/HOME/BMR funded staff, if needed, to support staffing transitions and related administrative costs.

Option 2: There would be no loss of income unless the City issued a 180-day notice of termination of the contract in which case the impacts would be similar to Option 3.



Option 3: If the Housing Authority issued notice for January 1, 2020, the loss of other housing services income for 6 months (\$153,000) would be offset by the amount due for policing services (\$105,000) for a net additional use of reserves of \$48,000.

Option 4: This option has the same financial impact as Option 1, until or unless a different policing agreement is achieved with the City.

### **RECOMMENDATION**

Provide direction to Staff on a First Amendment to the Services Agreement for Fiscal Years 2019-2020 and 2020-2021 between the City of Alameda and the Housing Authority of the City of Alameda, amending the Scope of Work and Budget to return administration of certain services, including the Community Development Block Grant and HOME Programs, back to the City and extending the term of the Services Agreement to June 30, 2023.

Respectfully submitted,



Vanessa M Cooper  
Executive Director

#### Attachments:

1. Exhibit 1: Original Services Agreement
2. Exhibit 2: First Amendment to Services Agreement, including all exhibits such as Budget



**SERVICES AGREEMENT  
FOR FISCAL YEARS 2019-2020 AND 2020-2021  
BY AND BETWEEN  
CITY OF ALAMEDA  
AND  
HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

This Services Agreement ("Agreement") is made by and between the City of Alameda, a municipal corporation ("City") and the Housing Authority of the City of Alameda, a public body, corporate and politic ("Authority") effective July 1, 2019 ("Effective Date").

**Recitals**

- A. In August 1940, the Alameda City Council adopted a resolution to create the Housing Authority of the City of Alameda. For nearly 75 years, the Authority has met the housing needs of low-income residents.
- B. On March 20, 2012, the Alameda City Council took action to establish the Authority as an entity separate from the City, governed by an independent Board of Commissioners ("Board") appointed by the Mayor and managed by an executive director reporting to the Board.
- C. The Authority builds, owns and manages affordable housing and manages and implements affordable housing programs within the City of Alameda, which may be funded by the United States Department of Housing and Urban Development, the State of California and other local funds. The Authority employs people, who are not City employees and not entitled to any City-sponsored benefits. The Authority offices at 701 Atlantic Avenue, Alameda, are separate from City offices.
- D. The City is the recipient of certain federal funds that may be used exclusively for the purposes of community development and affordable housing programs and projects. The City also receives revenue through the payment of In-Lieu fees and Affordable Housing Unit fees that may be used only for affordable housing related purposes.
- E. The City has determined that it can best serve the needs of the citizens of Alameda with respect to provision of community development and affordable housing related services by contracting with the Authority to manage and implement services as set forth below.
- F. The Authority is willing to provide management and implementation of said services in exchange for the consideration set forth below.
- G. The Authority is also desirous of continuing to obtain additional services from the Alameda Police Department to ensure safety at its housing developments and the City is willing to provide such additional police services in exchange for the consideration set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and agreements set forth below, the adequacy of which is mutually acknowledged, the parties agree as follows:

### Agreement

1. Term of Agreement

This Agreement commences as of the Effective Date and terminates on June 30, 2021.

2. Housing Services Defined

Housing services and the corresponding funding for provision of those Housing Department Services are detailed in the City's adopted Fiscal Year 2019-2020 and Fiscal Year 2020-2021 Budgets. The referenced budget section is attached to this Agreement as Exhibit A. The Authority's and the City's roles in providing these services are outlined in Exhibit B attached to this Agreement.

3. Housing Services to be Provided

In exchange for the funding provided in Exhibit A, the Authority agrees to implement the projects and programs described in Exhibits A and B on behalf of the City. It is understood that the Authority shall not be responsible for providing any services the cost of which exceeds the funding made available from the City. In the event of a significant variance in the amount of federal or local funding available during the term of this contract, the scope of services will be renegotiated and this Agreement will be amended.

4. Staffing

In order to administer the budgeted projects and programs shown in Exhibit A and related services described in Exhibit B, the City delegates authority to the Authority Executive Director to administer the housing programs and to approve and incur expenses related to tasks outlined in Exhibit B. The City agrees to reimburse the Authority for the actual costs of staff, plus benefits, and for certain expenses, which costs, benefits, and expenses are set forth in Exhibit B.

5. Alameda Police Services

At the request of the Authority Executive Director, or designee, the Alameda Police Department will provide the services outlined in the "Police Services Scope of Work" which services are additional to regular patrol and emergency response. The Police Services Scope of Work is attached to this Agreement as Exhibit C.



Through June 30, 2021, the Alameda Police Department shall invoice the Authority on a monthly basis for additional services at the prices set forth on the attached Exhibit D. Payment shall be remitted in full within fourteen (14) calendar days of invoice date.

6. Authority Facilities, Equipment Usage and Related Administrative Expenses

The Authority agrees to provide office space and related administration for the staff charged with administration of the housing programs. City agrees to compensate Authority for such use as outlined in Exhibit B. The Authority shall invoice the City on a quarterly basis for use of Authority facilities and equipment at the prices set forth in Exhibit B. Payment shall be remitted in full within fourteen (14) calendar days of invoice date.

7. Indemnification

City shall indemnify, defend and hold harmless Authority, its officers, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of City or its officers,' employees,' or agents' performance under this Agreement.

Authority shall indemnify, defend and hold harmless City, its officers, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of Authority or its officers,' employees,' or agents' performance under this Agreement.

8. Workers' Compensation Insurance

In accordance with the provisions of the California Labor Code and all applicable law, City shall secure at its own expense and maintain during the contract term, workers' compensation insurance coverage for its employees as necessary to protect City and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve Authority for such claims and/or liability.

In accordance with the provisions of the California Labor Code and all applicable law, Authority shall secure at its own expense and maintain during the contract term, workers' compensation insurance coverage for its employees as necessary to protect Authority and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve City for such claims and/or liability.

#### 9. Liability Insurance

City shall at its own expense, maintain and keep effective during the contract term, insurance and/or self-insurance to cover comprehensive public liability for bodily injury, including death, and property damage in an amount not less than \$1,000,000 for any one occurrence.

Authority shall at its own expense, maintain and keep effective during the contract term, insurance and/or self-insurance to cover comprehensive public liability for bodily injury, including death, and property damage in an amount not less than \$1,000,000 for any one occurrence.

#### 10. Records

City and Authority shall maintain complete and accurate records that relate to performance of services under this Agreement. Records shall be maintained in sufficient detail to permit an evaluation of service rendered under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Free access shall be provided to the representatives of each party at all proper times to audit books and records. Such records, together with supporting documents, shall be maintained for a period of six years and three months after receipt of final payment.

#### 11. Notices

All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or through email, fax, or the interoffice mail delivery system. All such notices, demands, requests, or approvals shall be addressed to:

Authority: Executive Director, Housing Authority  
701 Atlantic Avenue  
Alameda, CA 94501

City: City Manager, City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501

#### 12 Attorneys' Fees

In the event that legal action is brought by either party against the other in connection with this Agreement, the prevailing party in any such litigation shall be entitled to receive reimbursement from the other of its legal costs, in addition to whatever other sums may be due as a judgment or as an agreed settlement amount. Such legal costs

shall include, but not be limited to, reasonable attorneys' fees, court costs, expert witness fees, and other documented expenses.

13. Assignment and Delegation

Neither party shall assign nor delegate its rights and/or duties under this Agreement without first obtaining prior written consent to the assignment and/or delegation. Any assignment or delegation made by one party without prior written consent will render the Agreement voidable at the sole discretion of the other party.

14. Severability

The provisions of this Agreement shall be severable to the extent that should any of its provisions or terms be declared void whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

15. Integration and Modification

This Agreement represents the entire integrated Agreement between City and Authority, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by the authorized representatives of City and Authority.

16. Termination

Authority or City may terminate this Agreement upon 180 days written notice to the other party. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

17. Compliances

City and Authority shall comply with all applicable State and Federal laws and regulations.

18. Conflict of Law

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any law or regulation required by Federal funding. The Agreement and obligations of the parties are subject to all valid laws, orders, rules and regulations of the authorities having jurisdiction over this Agreement, or the successors of those authorities.

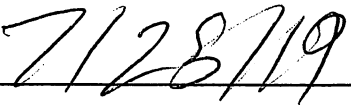
IN WITNESS WHEREOF, the parties have caused the Services Agreement to be executed on the day and year first above named.


CITY OF ALAMEDA

HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA

  
\_\_\_\_\_  
Eric J. Leyitt  
City Manager

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Approved as to Form:


  
\_\_\_\_\_  
Michael H. Roush  
Assistant City Attorney

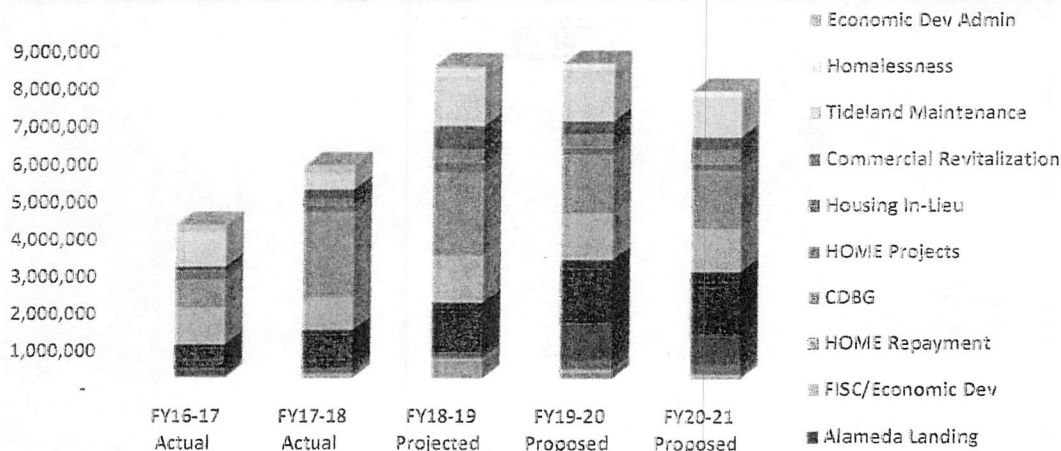
EXHIBIT A



**Economic Development  
Department Expenditure Summary**

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
<b>Expenditures By Type</b>					
Salaries & Benefits	\$ 970,230	\$ 1,107,269	\$ 1,300,004	\$ 1,378,022	\$ 1,448,174
Contractual Services	2,920,364	4,202,988	6,561,546	6,489,026	5,668,583
Other Operating Costs	51,662	78,465	162,138	139,806	139,806
Cost Allocation	170,676	302,705	327,380	406,587	426,321
Capital Outlay	1,303	-	-	16,000	16,000
Debt Service	-	-	-	-	-
	<b>\$ 4,114,234</b>	<b>\$ 5,691,428</b>	<b>\$ 8,351,067</b>	<b>\$ 8,429,440</b>	<b>\$ 7,698,883</b>
	-	-	-	(2.00)	(1.00)
<b>Expenditures By Program</b>					
General Fund					
Economic Dev Admin	\$ 189,759	\$ 211,023	\$ 57,000	\$ -	\$ -
Homelessness	-	406	258,000	170,000	170,000
	189,759	211,429	315,000	170,000	170,000
Other Funds					
Tideland Maintenance	940,459	430,073	1,284,184	1,374,754	1,058,246
Commercial Revitalization	91,486	265,497	609,954	324,011	324,661
Housing In-Lieu	38,105	180,560	384,000	395,229	395,629
HOME Projects	216,524	162,596	245,187	169,504	169,504
CDBG	756,657	2,284,641	2,240,947	1,562,822	1,562,845
HOME Repayment	16,285	27,035	13,000	13,000	13,000
FISC/Economic Dev	960,258	842,546	1,234,948	1,243,083	1,141,879
Alameda Landing	81,989	108,124	217,594	219,985	221,683
Rent Stabilization	611,334	957,572	1,156,474	1,516,905	1,531,108
Affordable Housing	133,853	17,266	25,000	934,677	735,045
Social Services Human					
Relations Board	28,153	91,700	92,125	256,388	257,344
Youth Collaborative	46,840	69,229	70,607	74,476	77,657
Public Art	2,532	43,160	462,047	174,608	40,283
	3,924,475	5,479,999	8,036,067	8,259,442	7,528,884
	<b>\$ 4,114,234</b>	<b>\$ 5,691,428</b>	<b>\$ 8,351,067</b>	<b>\$ 8,429,442</b>	<b>\$ 7,698,884</b>

**Expenditure Trends**



## Housing In Lieu Budget Summary - Fund 228

### Description / Budget Highlights

Accounts for revenues from housing developers of nine units or less, as payment in-lieu of providing affordable units for purchase or rent within their development project. Expenditures support the creation of new affordable housing units citywide and for the down payment assistance program.

### Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
<b>Beginning Available Fund Balance</b>			\$ 840,908	\$ 565,408	\$ 278,679
<b>Revenues</b>					
Principal Repayment	\$ 253,711	\$ 23,862	100,000	100,000	100,000
Affordable Housing	-	2,500	7,500	7,500	682,500
Investment Income/(Loss)	2,471	5,711	1,000	1,000	1,000
Miscellaneous Revenues	345	45	-	-	-
	<u>256,526</u>	<u>32,118</u>	<u>108,500</u>	<u>108,500</u>	<u>783,500</u>
Transfers In	-	-	-	-	-
	<u>256,526</u>	<u>32,118</u>	<u>108,500</u>	<u>108,500</u>	<u>783,500</u>
<b>Expenditures</b>					
Salary and Benefits	-	-	-	-	-
Contractual Services	38,105	180,560	378,783	378,783	378,783
Materials & Supplies	-	-	5,217	5,000	5,000
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	11,446	11,846
Debt Service	-	-	-	-	-
	<u>38,105</u>	<u>180,560</u>	<u>384,000</u>	<u>395,229</u>	<u>395,629</u>
Transfers Out	-	-	-	-	-
	<u>38,105</u>	<u>180,560</u>	<u>384,000</u>	<u>395,229</u>	<u>395,629</u>
Changes in restricted reserves					
<b>Net Annual Activity</b>	<u><u>\$ 218,421</u></u>	<u>(148,441)</u>	<u>(275,500)</u>	<u>(286,729)</u>	<u>387,871</u>
<b>Fund Balance</b>					
Ending Available Fund Balance		840,908	<u>\$ 565,408</u>	<u>\$ 278,679</u>	<u>\$ 666,550</u>
Capital Project Commitments		-			
Total		<u>\$ 840,908</u>			



## HOME

### Budget Summary - Fund 235

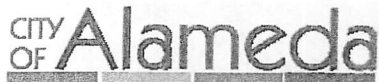
#### Description / Budget Highlights

Accounts for funds provided by the U.S. Department of Housing and Urban Development (HUD) through the Federal Home Investment Partnerships Program (HOME). HOME funds can be used for acquisition, conversion, new construction and rehabilitation of single and/or multiple-family housing. HOME funds are passed through the County of Alameda.

#### Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
<b>Beginning Available Fund Balance</b>			\$ -	\$ -	\$ -
<b>Revenues</b>					
County Grant	\$ 216,524	\$ 162,596	244,691	169,504	169,504
Miscellaneous Revenues	-	-	496	-	-
	<u>216,524</u>	<u>162,596</u>	<u>245,187</u>	<u>169,504</u>	<u>169,504</u>
Transfers In	-	-	-	-	-
	<u>216,524</u>	<u>162,596</u>	<u>245,187</u>	<u>169,504</u>	<u>169,504</u>
<b>Expenditures</b>					
Salary and Benefits	-	-	-	-	-
Contractual Services	216,524	162,596	244,691	169,504	169,504
Materials & Supplies	-	-	496	-	-
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	-	-
Debt Service	-	-	-	-	-
	<u>216,524</u>	<u>162,596</u>	<u>245,187</u>	<u>169,504</u>	<u>169,504</u>
Transfers Out	-	-	-	-	-
	<u>216,524</u>	<u>162,596</u>	<u>245,187</u>	<u>169,504</u>	<u>169,504</u>
Changes in restricted reserves					
<b>Net Annual Activity</b>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Balance</b>					
Ending Available Fund Balance		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>





## HOME Repayment Budget Summary - Fund 248

### Description / Budget Highlights

Accounts for HOME funds derived from principal and interest repayments on HOME funded loans. Expenditures support HOME eligible activities per State and County requirements.

### Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
<b>Beginning Available Fund Balance</b>			\$ 40	\$ 40	\$ 40
<b>Revenues</b>					
Principal Repayment	\$ 16,285	\$ 22,028	13,000	13,000	13,000
Investment Income/(Loss)	-	4,404	-	-	-
	<u>16,285</u>	<u>26,432</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>
Transfers In	-	-	-	-	-
	<u>16,285</u>	<u>26,432</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>
<b>Expenditures</b>					
Salary and Benefits	-	-	-	-	-
Contractual Services	16,285	27,035	13,000	13,000	13,000
Materials & Supplies	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	-	-
Debt Service	-	-	-	-	-
	<u>16,285</u>	<u>27,035</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>
Transfers Out	-	-	-	-	-
	<u>16,285</u>	<u>27,035</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>
Changes in restricted reserves					
<b>Net Annual Activity</b>	<u>\$ -</u>	<u>(603)</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Balance</b>					
Ending Available Fund Balance		40	<u>\$ 40</u>	<u>\$ 40</u>	<u>\$ 40</u>
Capital Project Commitments		-			
Total		<u>\$ 40</u>			



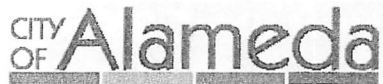
## Community Development Block Grant Budget Summary - Fund 236

### Description / Budget Highlights

Accounts for grant funds received under the Community Development Act of 1974 for activities approved and subject to Federal regulations. Expenditures fund programs, projects, and grants to support low- and moderate-income families through the provision of housing, expansion of economic opportunities, prevention or elimination of blight, and the furnishing of various other social and community services, eligible under the U.S. Department of Housing and Urban Development (HUD) grant requirements. Transfers In are from loan repayments from affordable housing projects.

### Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
<b>Beginning Available Fund Balance</b>			\$ -	\$ -	\$ 17
<b>Revenues</b>					
CDBG Entitlement	\$ 756,657	\$ 1,488,146	2,008,976	1,447,840	1,447,840
	756,657	1,488,146	2,008,976	1,447,840	1,447,840
Transfers In - CDBG Housing Loan Program	-	796,494	231,971	115,000	115,000
	756,657	2,284,641	2,240,947	1,562,840	1,562,840
<b>Expenditures</b>					
Salary and Benefits	4,705	17,706	18,871	14,996	15,562
Contractual Services	747,198	2,259,187	2,197,576	1,547,827	1,547,284
Materials & Supplies	4,753	7,748	24,500	-	-
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	-	-
Debt Service	-	-	-	-	-
	756,657	2,284,641	2,240,947	1,562,823	1,562,846
Transfers Out	-	-	-	-	-
	756,657	2,284,641	2,240,947	1,562,823	1,562,846
Changes in restricted reserves					
<b>Net Annual Activity</b>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>17</u>	<u>(6.00)</u>
<b>Fund Balance</b>					
Ending Available Fund Balance		-	<u>\$ -</u>	<u>\$ 17</u>	<u>\$ 11</u>
Capital Project Commitments		-			
Total		<u>\$ -</u>			



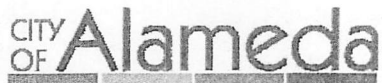
## CDBG Housing Loan Program Budget Summary - Fund 249

### Description / Budget Highlights

Accounts for revenue derived from principal and interest repayments on CDBG-funded loans. Expenditures support additional loans, administrative charges, and loan processing

### Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
<b>Beginning Available Fund Balance</b>			\$ 86,537	\$ -	\$ -
<b>Revenues</b>					
Principal Repayment	\$ 201,125	\$ 145,763	135,000	100,000	100,000
Investment Income/(Loss)	24,812	14,001	10,434	15,000	15,000
Miscellaneous Revenues	342	200	-	-	-
	<u>226,279</u>	<u>159,964</u>	<u>145,434</u>	<u>115,000</u>	<u>115,000</u>
Transfers In	-	-	-	-	-
	<u>226,279</u>	<u>159,964</u>	<u>145,434</u>	<u>115,000</u>	<u>115,000</u>
<b>Expenditures</b>					
Salary and Benefits	-	-	-	-	-
Contractual Services	-	-	-	-	-
Materials & Supplies	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	-	-
Debt Service	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Transfers Out - CD Block Grant	-	796,494	231,971	115,000	115,000
	<u>-</u>	<u>796,494</u>	<u>231,971</u>	<u>115,000</u>	<u>115,000</u>
Changes in restricted reserves					
<b>Net Annual Activity</b>	<u>\$ 226,279</u>	<u>(636,530)</u>	<u>(86,537)</u>	<u>-</u>	<u>-</u>
<b>Fund Balance</b>					
Ending Available Fund Balance		86,537	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Capital Project Commitments		-			
Total		<u>\$ 86,537</u>			



## Affordable Housing Budget Summary - Fund 266

### Description / Budget Highlights

Accounts for housing impact fees assessed on all commercial developers. Revenues fund projects and programs that increase and improve the supply of low and moderate-income housing citywide.

### Fund Activity

	FY16-17 Actual	FY17-18 Actual	FY18-19 Projected	FY19-20 Proposed	FY20-21 Proposed
<b>Beginning Available Fund Balance</b>			\$ 144,609	\$ 120,609	\$ 86,932
<b>Revenues</b>					
Affordable Housing Fees	\$ 48,387	\$ 8,782	-	900,000	700,000
Principal Repayment	624	985	1,000	1,000	1,000
Investment Income/(Loss)	(876)	1,007	-	-	-
Miscellaneous Revenues	1,000	-	-	-	-
	49,135	10,774	1,000	901,000	701,000
Transfers In	-	-	-	-	-
	49,135	10,774	1,000	901,000	701,000
<b>Expenditures</b>					
Salary and Benefits	-	-	-	-	-
Contractual Services	133,447	17,261	23,674	923,674	723,674
Materials & Supplies	406	5	1,326	500	500
Capital Outlay	-	-	-	-	-
Cost Allocation	-	-	-	10,503	10,871
Debt Service	-	-	-	-	-
	133,853	17,266	25,000	934,677	735,045
Transfers Out	-	-	-	-	-
	133,853	17,266	25,000	934,677	735,045
Changes in restricted reserves					
<b>Net Annual Activity</b>	<b>\$ (84,718)</b>	(6,492)	(24,000)	(33,677)	(34,045)
<b>Fund Balance</b>					
Ending Available Fund Balance		<b>\$ 144,609</b>	<b>\$ 120,609</b>	<b>\$ 86,932</b>	<b>\$ 52,887</b>

**EXHIBIT B  
HOUSING SERVICES SCOPE OF WORK**

The Authority shall:

- 1) Administer affordable housing programs and housing-related services on behalf of the City of Alameda, as defined by the Agreement, and the programs set forth herein. Programs, and related services, include implementing the Community Development Block Grant Program ("CDBG"), HOME Program, Down Payment Assistance/First Time Homebuyer Program, Inclusionary Housing Program, Administering Affordable Housing Unit/Fee and Affordable Housing In-Lieu Funds, developing affordable housing, managing the affordable housing loan portfolio, providing general oversight of the Alameda Point Collaborative Legally Binding Agreements ("LBA") and complying with the North Housing LBA while in force.
- 2) Procure services and approve payment of invoices related to the described activities.
- 3) Provide affordable housing information resources to private and public parties, represent the City at the regional, state and federal levels to promote housing programs and advocate for funding.
- 4) Prepare and administer the bi-annual Housing Department budget and approve contracts up to \$75,000. Prepare City Council agenda items for contracts above this amount.
- 5) Complete steps required by the United States Department of Housing and Urban Development ("HUD") for the Community Development Block Grant ("CDBG") program. This includes needs assessment, public hearings, and the appropriate staff reports, in consultation with the City Manager's and City Attorney's Offices, to recommend to the City Council the annual proposal for the CDBG program, including authorization for program expenditures. Once the City Council approves the CDBG program, the Authority will implement it pursuant to the terms of this Agreement.

The City shall:

- 1) Delegate authority to the Authority Executive Director or designee to administer the housing programs and to approve and incur expenses related to tasks outlined above.
- 2) Provide reimbursement for salaries and benefits, including workers' compensation coverage, pension, medical insurance, life insurance, long-term disability insurance, dental insurance, and all other salaries and benefits for the Housing Authority employees that administer the City housing programs.
- 3) Compensate and reimburse Authority for all expenses for the use of Authority office space provided to administer the Housing Department within the Authority offices, including rent and utilities, use of equipment, postage, etc. Rent and utilities are based on the proportion of office space provided to administer the housing programs and other supply and training costs are based on actual expenses.

**EXHIBIT C**  
**POLICE SERVICES SCOPE OF WORK**

The Police Department will designate and assign two officers to the Authority. The designated officers and the Police Department shall:

- a. Provide community policing services for residents of Authority units;
- b. Coordinate efforts to solve youth problems, such as truancy, vandalism, and graffiti;
- c. Provide advice concerning personal security and crime prevention advice and/or training for Authority clients;
- d. Investigate suspected criminal activity of or in any way related to Authority clients;
- e. Provide testimony in unlawful detainer actions of the Authority when requested by Authority and provide expert witness testimony in other judicial or administrative proceedings at which the Police Department's provisions of these special law enforcements services to the Authority is an issue, when requested by Authority;
- f. Investigate suspected program fraud and reporting to the Authority, including complaints of unauthorized household members living in Section 8 and Authority-owned units (i.e., identifying unauthorized household members and obtaining proof of residence), complaints involving alleged criminal activity such as drug activity occurring in or around Section 8 tenants and landlords, monitoring homes of possible business-related activities, running checks to confirm or deny addresses listed in verifying residency of applicants, assisting in verifying income of applicants and clients;
- g. Enforce, through citations or warnings, parking rules at Authority properties concerning Vehicle Code violations, such as vehicles parked in red zones, etc. The Authority will be responsible for posting proper signage concerning no parking regulations, e.g., red zones, resident parking, etc. on Authority property and Authority will arrange for all tow requests from Authority property other than vehicles towed related to criminal activity;
- h. Attend monthly meetings of the Board of Commissioners until 9:30 p.m. (3<sup>rd</sup> Wednesday of the month), annual Town Hall meetings with tenants (4 meetings at various sites), Rent Review Advisory Committee meetings until 9:30 p.m. (2 per month), bi-weekly meetings with Property Management department, resident activities at Authority-owned sites and other meetings upon Authority staff or Board requests;
- i. Walk Authority-owned properties at least twice a week, respond to welfare checks requested by Authority staff (requests are to be made to APD Dispatch, not the individual officers), provide patrols each day from July 1 through July 4 and, as to the Authority office building and on a year round basis, at least once a night.
- j. Submit reports detailing policing activities, both verbal and written, including at least one verbal report biweekly, one written report per month showing statistics by complex/program for budgeting purposes and citations issued at Authority-owned sites by the officers assigned to the Authority, and one written quarterly report which

compiles the monthly statistics and compares them with the City population as a whole;

- k. Maintain records of all reports for a minimum of two (2) years, in accordance with the City's Records Retention Schedule, and maintaining access to those records for Authority staff or personnel of the U. S. Department of Housing and Urban Development, or similar Authority in the event of audit of the policing services being provided;
- l. Provide management support, training, equipment and supplies, and other employee-related services to the officers assigned to provide services for the Authority;
- m. Provide criminal background checks of applicants who are offered Authority employment;
- n. Provide finger printing services for Authority personnel as needed; and
- o. The City and Authority recognize that the scheduling and deployment of police officers contemplated in this Agreement must be set and may need to be adjusted periodically based on the experience and conditions which exist at any given time. Further, the parties recognize that Police Department billing for services rendered hereunder must conform to Federal and State regulations applicable to the Authority. Accordingly, the Police Chief of the City and the Executive Director of the Authority are empowered to enter into a Police Department Deployment and Scheduling Plan consistent with this Agreement which will detail the deployment of City Police Department personnel, services and billing formats consistent with this Agreement.



**EXHIBIT D  
POLICE SERVICES COMPENSATION**

The Authority shall compensate the Police Department for services rendered per this Agreement the sum of two hundred ten thousand dollars and zero cents (\$210,000.00) annually.

The Police Department shall invoice the Authority monthly in monthly increments of seventeen thousand five hundred dollars and zero cents (\$17,500.00).

The Authority shall remit payment within 14 calendar days from the date the invoice is received.

## FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT ("First Amendment") entered into between the City of Alameda ("City") and the Housing Authority of the City of Alameda, a public body corporate and politic ("Authority") is made effective August 1, 2020 ("Effective Date"). The City and Housing Authority are individually referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

- A. City and Authority entered into a Services Agreement effective July 1, 2019 ("Services Agreement") wherein, among other things, the Parties agreed that the Authority would manage and implement certain community development and affordable housing related services on behalf of the City, as more specifically described therein. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Services Agreement.
- B. The term of the Services Agreement expires on June 30, 2021. The City desires to extend the term an additional two years so that it expires on June 30, 2023.
- C. Due to the City's reorganization of its Community Development Department, the City desires to amend the Services Agreement to retain administration of certain programs and services including (i) all aspects of the Community Development Block Grant ("CDBG") program, (ii) HOME Investment Partnerships program, (iii) First Time Home Buyer Program, (iv) management of the affordable housing loan program portfolio, (v) oversight of the Alameda Point Collaborative Legally Binding Agreement (LBAs)), and (vi) administration of the inclusionary housing program currently being carried out by the Authority, with the Authority continuing to implement and be responsible for certain affordable housing funds provided by the City and other services, as more specifically described below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth below, the adequacy of which is mutually acknowledged, the Parties agree the Services Agreement shall be amended as follows:

1. **Recitals.** The Recitals referenced above are true and correct and incorporated herein by this reference.
2. **Term of Agreement.** Section 1. of the Services Agreement titled, "Term of Agreement" is hereby deleted in its entirety and replaced with the following:

" 1. **Term of Agreement** This Agreement, as amended by that certain First Amendment to Services Agreement dated August 1, 2020 ("First Amendment"), commences as of the Effective Date and terminates on June 30, 2023."

3. **Housing Services Defined.** Section 2. of the Services Agreement titled, "Housing Services Defined" is hereby deleted in its entirety and replaced with the following:

" 2. Housing Services Defined Housing services and the corresponding funding for provision of those Housing Services will be detailed in the City's Fiscal Year 2020-2021, 2021-2022 and 2022-2023 budgets. The City's Fiscal Year 2020-2021 budget is attached to this Agreement as Exhibit A and incorporated herein by this reference. The City's Fiscal Year 2021-2022 and 2022-2023 budgets shall be in substantially the same form as the Fiscal Year 2020-2021 budget attached as Exhibit A. The Authority and City's roles in providing these services are outlined in the Revised Housing Services Scope of Work attached hereto as Exhibit B and incorporated herein by this reference. The Authority's revised scope of work described in the Revised Housing Services Scope of Work shall commence effective August 1, 2020. On July 31, 2020, Authority shall cease performance of any work, functions or other obligations not identified in the Revised Housing Services Scope of Work."

4. **Alameda Police Services.** Section 5. of the Services Agreement titled, "Alameda Police Services" is hereby deleted in its entirety and replaced with the following:

"5. Alameda Police Services At the request of the Authority's Executive Director, or her designee, the Alameda Police Department will provide the services outlined in the "Police Services Scope of Work" which services are additional to regular patrol and emergency response. The Police Services Scope of Work is attached to this Agreement as Exhibit C. Through June 30, 2023, the Alameda Police Department shall invoice the Authority on a monthly basis for additional services at the prices set forth on the attached Exhibit D. The Authority shall remit payment to the City no later than thirty (30) business days after receipt by Authority of the monthly reports for policing services described in the Police Services Scope of Work."

5. **Authority Record Retention.** In addition to the record retention rights set forth in Section 10 of the Services Agreement, the Authority shall have the right to retain copies of all records arising out of or related to the services provided by the Authority under the Services Agreement, as amended, for a period of six years and three months after the expiration or earlier termination of the Services Agreement, for the purpose of auditing or inquiries relating to the work completed by the Authority.

6. **Noticing Requirement for Amendments.** In addition to the requirements set forth in Section 15 of the Services Agreement, due to the complex nature of the services provided under the Services Agreement and the need to ensure continuity of services, any request to amend or modify the Services Agreement by a Party shall be in writing and delivered to the other Party no later than 90 days prior to the effective date of such amendment or modification. All modifications and amendments shall be mutually approved in writing by both Parties.

7. **Reduction in Authority Funding.** In the event funds appropriated and available to the Authority from the City for the Revised Housing Services Scope of Work set forth in Exhibit B fall below \$300,000 per fiscal year as evidenced by a City Council approved budget, the Authority shall have the right, but not the obligation, upon ninety days prior written notice to City ("Ninety Day Termination Notice"), to terminate the Services Agreement. During such ninety day noticing period City shall continue to pay Authority no less than \$75,000 as required under the Services Agreement until the expiration of such ninety day noticing period. During the ninety day noticing period Section 5 and Exhibit D of the Service Agreement shall continue to apply. Upon the expiration of such ninety day noticing period, as set forth in the Ninety Day Termination Notice, the Services Agreement shall automatically terminate and be of no further force and effect, except for those provisions, which by their terms, survive the expiration or early termination of the term.
8. **Assignment; Termination of Existing Third Party Contracts.** To ensure continuity of services in connection with the Revised Housing Services Scope of Work attached to the Services Agreement as Exhibit B, the Authority shall assign and the City shall assume the Authority's rights and obligations under the following contracts, subject to consent by such third-party vendor (collectively, the "Authority Assigned Contracts"):
- a. That certain Consultant Services Agreement between Authority and Hello Housing dated January 23, 2019 shall be assumed by City, effective August 1, 2020; and
  - b. That certain Consultant Services Agreement between Authority and Colleen M. Lopez and Daniel B. Lopez dated May 16, 2019 shall be assumed by City, effective August 1, 2020.

City and Authority shall enter into an Assignment and Assumption Agreement, prepared by City and approved in form and substance by Authority, wherein Authority assigns all its rights and obligations under the Authority Assigned Contracts and City assumes all rights and obligations from Authority under the Authority Assigned Contracts. Once assigned, Authority shall have no further rights or obligations under such Authority Assigned Contracts. Any extensions of terms under the Authority Assigned Contracts shall require the prior written consent of Authority, and shall not exceed the 5 year maximum term requirement set forth in Section 10.8.C. of the U.S. Department of Housing and Urban Development (HUD) Procurement Handbook for Public Housing Agencies (HUD Handbook 7460.8 Rev 2, dated 2/2007) ("HUD Procurement Handbook").

That certain contract between Authority and Quadel Consulting dated on or about July 1, 2015, providing Community Development Block Grant (CDBG) consultant services shall terminate by its terms on June 30, 2020. Authority will either release a Request for Proposals ("RFP") or secure three bids to procure a new Community Development Block Grant (CDBG) consultant on behalf of the City with the intent to award and enter into a contract on or after to August 1, 2020. Subject to compliance with the City's procurement policies, the HUD Procurement Handbook and 2 CFR Part 200, City may enter into a contract with the successful bidder under the RFP for CDBG consultant services.

Except for the Authority Assigned Contracts, any and all remaining contracts entered into by the Authority and third-party vendors/consultants prior to August 1, 2020 used solely

in connection with Authority's implementation and administration of the Services Agreement may be terminated by Authority effective July 31, 2020.

9. **Staff and Administrative Costs During Transition.**

Through July 31, 2020, Authority shall have the right to continue to charge all staff time and administrative costs relating to the transition of work and services contemplated by the parties under this First Amendment to the applicable program to which such transition activity applies. City shall remit payment to Authority for all such staff time and administrative costs no later than 30 days after receipt of an invoice from the Authority.

10. **Exhibit A Budget.** The Budget attached as Exhibit A to the Services Agreement is hereby deleted in its entirety and replaced with the Revised Budget attached hereto as Attachment No. 1 and incorporated herein by this reference.

11. **Exhibit B Housing Services Scope of Work.** The Housing Services Scope of Work attached to the Services Agreement as Exhibit B is hereby deleted in its entirety and replaced with the Revised Housing Services Scope of Work attached hereto as Attachment No. 2 and incorporated herein by this reference.

12. **Exhibit E Transition Plan.** Due to the complex nature of the scope of services being transitioned from the Authority to the City and to ensure continuity of such services, the Parties have developed a Transition Plan. The Parties shall complete each obligation no later than the date set forth in the Transition Plan. The Transition Plan may be modified by mutual written agreement of the Authority's Executive Director and the City Manager without formal amendment of the Services Agreement. The Services Agreement is hereby amended to add the Transition Plan as a new Exhibit E, which is attached hereto as Attachment No. 3 and incorporated herein by this reference.

13. **Miscellaneous.**

a. **Further Cooperation.** The Parties agree to execute such other instruments, agreements and amendments to documents as may be necessary or appropriate to effectuate this First Amendment.

b. **Interpretation.** This First Amendment, when combined with the Services Agreement, sets forth and contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within the Services Agreement and this First Amendment.

c. **Attachments.** Each of the attachments and exhibits attached or to be attached to this First Amendment are incorporated in this First Amendment by this reference.

d. **Effectiveness of Service Agreement.** Except as modified and amended by this First Amendment, all other terms and conditions of the Services Agreement remain unmodified and in full force and effect.

e. Counterparts. This First Amendment may be signed by the Parties in counterparts, each of which will be an original but all of which together will constitute one and the same agreement.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**SIGNATURES ON FOLLOWING PAGE**

DRAFT

**IN WITNESS WHEREOF**, City and Authority have executed this First Amendment as of the Effective Date set forth in the introductory paragraph above.

**"CITY"**

**"AUTHORITY"**

CITY OF ALAMEDA  
A municipal corporation

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

By: \_\_\_\_\_  
Eric J. Levitt, City Manager

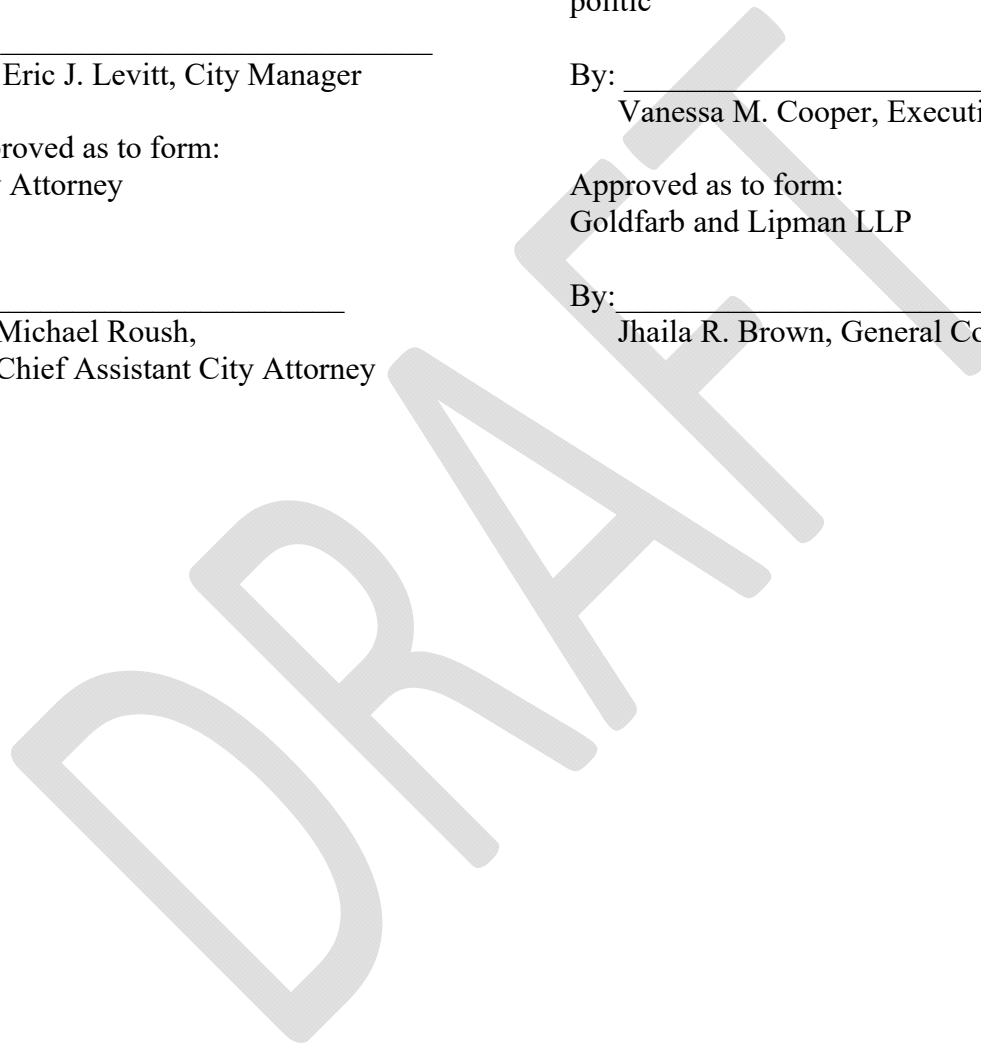
By: \_\_\_\_\_  
Vanessa M. Cooper, Executive Director

Approved as to form:  
City Attorney

Approved as to form:  
Goldfarb and Lipman LLP

By: \_\_\_\_\_  
Michael Roush,  
Chief Assistant City Attorney

By: \_\_\_\_\_  
Jhaila R. Brown, General Counsel





ATTACHMENT NO. 1

EXHIBIT A TO THE SERVICES AGREEMENT

REVISED BUDGET

(behind this page)

DRAFT

Budget attachment for revised services agreement - June 2020

**Fund balance (est.)**

**Starting Balance**

minus Hello Housing @ \$55k per year				
minus City Overhead at \$11k per year				
minus Est. Payments to AHA for March through June 3				
<b>Est. Balance</b>				
	<b>228</b>		<b>266</b>	
	\$ 623,000	\$	747,000	
	\$ (165,000)	\$	-	
	\$ (33,000)	\$	(33,000)	
	\$ (56,000)	\$	(5,853)	
	<u>\$ 369,000</u>	<u>\$</u>	<u>708,147</u>	

AHA salaries and costs (paid to AHA)

**Budgeted for 2020-21 (interim)**

Est. budget for 2021-22	\$	286,568	\$	18,674	\$	305,242
Est budget for 2022-23	TBD	TBD	TBD	TBD	\$	305,242
Est. Budget for 3 years	TBD	TBD	TBD	TBD	\$	<u>915,726</u>

Police services (paid to City)

**Budgeted for 2020-21 (interim)**

Est. budget for 2021-22	\$	210,000
Est budget for 2022-23	\$	210,000
	\$	210,000
	<u>\$</u>	<u>630,000</u>

ATTACHMENT NO. 2

EXHIBIT B TO THE SERVICES AGREEMENT

REVISED HOUSING SERVICES SCOPE OF WORK

(behind this page)

DRAFT

## REVISED HOUSING SERVICES SCOPE OF WORK

### 1. Services to be Provided by Authority

- A. The Authority shall perform the following work:
- i. Provide the City Council with revisions to the existing Board of Commissioners' approved five year Affordable Housing Development Pipeline Report no later than April 30, 2021 to cover the final two years of the Services Agreement.
  - ii. Utilize the Affordable Housing Unit/Fee and Affordable Housing In-Lieu Funds (Fund 228 and Fund 266, respectively) to develop affordable housing consistent with the City's five-year affordable housing development pipeline. For example, Authority may use these Funds to pay for Authority staff, staff related costs including office space, training, salaries and benefits as well as consultant (and other third party) costs related to feasibility analyses, property acquisition, due diligence, pre-development, and construction of housing and related on-site and off-site infrastructure improvements.
  - iii. Procure services and approve payment of invoices related to items 1.A i. and 1. A ii. above up to the approved budget amount set out in Exhibit A for fiscal year 2020/2021, and up to the approved budget amounts as will be established for fiscal years 2021/2022 and 2022/2023.
  - iv. Prepare and administer the bi-annual budgets for Fund 228 and Fund 266. (The approved budget for those Funds for fiscal year 2020/2021 is attached as Exhibit A.)
  - v. Approve contracts concerning Fund 228 and 266 up to \$75,000 and prepare City Council agenda items for contracts utilizing these Funds above \$75,000.
  - vi. Invoice the City on a quarterly basis for the use of Authority facilities and equipment as set forth in Section 2. A. iii. below.
- B. The Authority may, but shall not have the obligation, to perform the following work:
- i. If asked in writing by City, on a project-by-project basis, in the sole discretion of the Authority, contract with the City for project management of Community Development Block Grant or HOME Program residential rehabilitation projects or other capital improvement projects undertaken by the City or non-profit organizations. The Authority reserves the right to charge a fully loaded fee per hour, including over-head and supervision, for this work in such amount as determined by Authority in its discretion.
  - ii. If asked in writing by City, in the sole discretion of the Authority, serve as the City's development partner to fulfill a market rate developer's inclusionary housing obligation and negotiate any required affordable housing agreement and construct, own and operate any related inclusionary project. This work may also be carried out by a third-party affiliate of the Authority.

## 2. Services to be Provided by City

### A. The City shall perform the following work:

- i. Other than the City's administrative costs to service programs funded through Fund 228 and Fund 226, delegate authority to the Authority's Executive Director or designee to administer all or part of Fund 228 and Fund 266 and to approve and incur expenses related to the services set forth in Section 1 (Services to be provided by Authority) above.
- ii. Subject to the City's approved budget for the services set forth in Section 1 (Services to be provided by Authority) above, provide reimbursement for salaries and benefits for the services set forth in Section 1 (Services to be provided by Authority) above, including workers compensation, pension, medical insurance, life insurance, long term disability insurance, dental insurance and all other salaries and benefits for Authority's employees that carry out such services.
- iii. Subject to the City approved budget and City's appropriating funds for the services set forth in Section 1 (Services to be provided by Authority) above, compensate and reimburse Authority for all expenses for the use of Authority office space provided to administer the housing programs set forth in Section 1. above within the Authority offices, including rent and utilities, use of equipment, postage, etc. Rent and utilities will be based on the proportion of office space provided to administer Fund 228 and Fund 266; supplies and training costs will be based on actual expenditure.
- iv. Subject to the City approved budget and City's appropriating funds for the services set forth in Section 1. above costs related to feasibility analyses, property acquisition, due diligence, pre-development, and construction of housing and related on-site and off-site infrastructure improvement
- v. Remit payment to the Authority in full within 30 days of the City's approval of Authority's invoice.
- vi. Pay an hourly consulting fee of \$180 per hour per employee in 15 minute increments for all requests received, meetings or other work performed after August 1, 2020 for the programs that have transferred back to the City, including but not limited to technical assistance, public records requests and work for audits. All and any such requests must be made in writing to the Authority's Executive Director or the Authority's Deputy Executive Director.
- vii. Effective August 1, 2020, the City shall assume all programmatic and other U.S. Department of Housing and Urban Development (HUD) requirements and responsibilities including, but not limited to, Limited English proficiency (LEP) responsibilities including, but not limited to, updating the Language Access Plan (LAP) ensuring availability of translation and interpretation services, a designated 504 coordinator and ensuring all procurement occurs pursuant to HUD guidelines and 2 CFR Part 200.

The City may:

- i. On a project-by-project basis and subject to the prior written approval of Authority in the Authority's sole discretion, contract with the Authority for project management of Community Development Block Grant or HOME Program residential rehabilitation projects or other capital improvement projects undertaken by the City or non-profit organizations. The City shall pay all fully loaded per hour fees required by Authority for all work performed, which per hour fees shall include, but not be limited to, costs attributed to salary, vacation, benefits and supervision.
- ii. Subject to the prior written approval of Authority in the Authority's sole discretion, designate the Housing Authority as the City's development partner to fulfill a market rate developer's inclusionary housing obligation and negotiate any required affordable housing agreement and construct, own and operate any related inclusionary project. This work may also be carried out by a third-party affiliate of the Authority.

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ATTACHMENT NO.3

EXHIBIT E TO THE SERVICES AGREEMENT

TRANSITION PLAN

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DRAFT



## TRANSITION PLAN

ACTION	DATE/DURATION
<b>Both Parties Will:</b>	
Meet every two weeks in June and July to discuss the handover to ensure a smooth transition	Until August 1, 2020
Inform the other promptly if there are any additional projects, requests or audits during the contract period	July 1, 2020 to June 30, 2023
Respond promptly to the other party	Until November 1, 2020
Mutually message the transfer of services to the public. Messaging shall be consistent.	Until June 30, 2023
<b>Authority Will:</b>	
Provide a full electronic set of key documents relating to the programs	No later than July 31, 2020
Inform all contractors in writing about the transfer of the administration of affordable housing services under the Services Agreement from Authority to City pursuant to the First Amendment	No later than July 31, 2020
Terminate or cause assignment of contracts between Authority and third-parties (subject to vendor consent) relating to the affordable housing services formerly performed by Authority under the Services Agreement. Authority to determine whether a contract will be assigned or terminated pursuant to Section 8. of the First Amendment.	No later than July 31, 2020
Provide a check list of documents being transferred to City.	No Later than July 31, 2020
Inform all stake holders of the changes and provide the City with a copy of the letter and list to whom it was sent.	No later than July 31, 2020
Complete all reporting that is due by July 31 for the programs that are transitioning.	No later than July 31, 2020
<b>City Will:</b>	

Deliver to Authority for review and approval an Assignment and Assumption Agreement wherein Authority assigns and City assumes certain rights and obligations under the Authority Assigned Contracts pursuant to Section 8 of the First Amendment.	No later than June 30, 2020
Ensure prompt payment to all contractors where contract assigned.	No later than the payment due date set forth in the respective contract.
Acknowledge receipt of all records received	No later than September 1, 2020
Immediately return any records that are inadvertently and erroneously transferred	No later than 5 business day after becoming aware of such inadvertent/erroneous transfer
Approve an invoice for all accrued paid leave as of October 2020 for the proportion of the FTE charged to HOME/CBDG/BMR.	No later than September 30, 2020
Complete all reporting and activities that are due from August 1, 2020	Commencing August 1, 2020
Post CDBG/HOME Employee classifications with City	No later than July 1,2020



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: June 24, 2020

Re: Approve the Schedule of Authorized Positions and Adopt the Corresponding Resolution to Adopt a Revised Pay Schedule

---

## **BACKGROUND**

Each year as part of the budgeting process, a Schedule of Authorized Positions for the upcoming year is developed and presented to the Board for adoption. Generally, this is done as part of the budget memo. This year, however, a separate memo is being presented to provide further explanation of the changes being proposed to the Schedule for the upcoming year.

Additionally, there is one minor wage change to the Pay Schedule that requires Board approval.

## **DISCUSSION**

### **Schedule of Authorized Positions**

An overall reduction of 4.87 of FTE's is proposed in the Schedule, with FTE's reducing from 58.5 to 53.63. These reductions are proposed based on the following considerations.

Outsourcing of some AHA properties to third party management has reduced the amount of staff time required to support the remaining properties and property management functions. One Maintenance Technician retired in April, and AHA management proposes not replacing that position. The Facilities Supervisor position has been vacant for over one year, and with fewer properties to maintain, AHA management also proposes removing that position from the Schedule; the Department Director or Property Management Supervisor will assume the maintenance oversight duties as has been the case while the position has been vacant. The two Housing Specialists in Property Operations are currently assigned to HPD to assist with additional work in that Department and one has accepted a permanent transfer to that Department; accordingly, management proposes reducing the Specialist FTE in Property Operations to 1 FTE for the upcoming year with a foot note that that position may be reduced dependent on the need following outsourcing of the properties on July 1, 2020.



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020  
Page 2 of 3

The other primary impact on the FTE count is the City's proposal to bring the CDBG, HOME, and BMR projects back under City purview. Four positions are impacted by the reduction in revenue that would result: 1 FTE Management Analyst, 0.5 FTE Project Manager, 0.25 FTE Program Assistant, and 0.50 FTE Department Director. The Management Analyst position assigned to these programs has been removed from AHA's Schedule, and the Project Manager has been reduced to a .5 FTE. The Program Assistant has been reduced to a 0.5 FTE to reflect reduction in reduced funding from the City and the department as whole. The Director Position will remain as 1 FTE due to the increased development work at this time.

Separately, the second Management Analyst position is soon to be newly vacant; it is proposed that this position be replaced with a Senior Project Manager position. This is due to the number and complexity of development projects anticipated over the upcoming years, requiring additional development experience in the department, particularly with LIHTC and new build affordable developments. A number of tasks completed by the Management Analyst will be eliminated or reduced with the change to the City Agreement, and remaining programmatic projects can be assumed by other staff in the department. Management is requesting that the position be budgeted at the Senior PM level; dependent on the skills and expertise of the selected candidate, a hire may be made at either a Project Manager or Senior Project Manager level.

In the Housing Program's department an increase in total FTE count of 0.5 FTE is also anticipated. This is due to the need for additional administrative support particularly during the current health crisis which is expected to be protracted and to provide additional administrative support for informal hearings. The Housing Programs Department is now providing centralized mail, scanning and phone services for all departments but the services are most commonly used by Housing Programs, Rent Program and to a lesser extent Property Management. This additional 0.5 FTE will help address the additional customer service needs at this time.

A change in allocation of Resident Manager FTE at Anne B Diament is also proposed. Weekend coverage has been provided by an Assistant Resident Manager; in the past fiscal year, this coverage was provided on Saturdays only. It is proposed that, beginning October 1, 2020, the weekend position be eliminated at Anne B Diament, with additional work hours assigned to the Resident Manager for the property to allow for additional office hours to create a full time position.

### Pay Schedule

The Pay Schedule was most recently revised effective March 29, 2020 when recommended changes to non-exempt salaries were proposed and approved by the Board. The only change to the Pay Schedule at this time, with the exception of title changes, is an increase in the hourly rate for the first level Resident Manager and Assistant Resident Manager positions from \$13.93 per hour to \$15.00 per hour consistent with the increase in minimum wage scheduled to take effect in Alameda on July 1, 2020.



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020  
Page 3 of 3

**FISCAL IMPACT**

The financial impact of the changes outlined in this memo have been incorporated into the salary and benefits budget for 2020-2021 and are reflected in the proposed budget for the upcoming year.

**RECOMMENDATION**

That the Board approve the Schedule of Authorized Positions and adopt the corresponding Resolution to adopt a Revised Pay Schedule.

Respectfully submitted,

DocuSigned by:  
*Janet Basta*  
72DC869D12E247A...

Janet Basta  
Director of Human Resources and Operations

JCB

Attachments:

- Exhibit 1: Schedule of Authorized Positions for FY 2020-2021
- Exhibit 2: Pay Schedule for FY 2020-2021
- Exhibit 3: Resolution to Adopt the Pay Schedule



**Housing Authority of the City of Alameda  
Schedule of Authorized Positions  
July 1, 2020**

	2019-2020 approved	Proposed change	Year on Year
Department/Position Title	FTE 2019-2020	FTE 2020-2021	Difference
<b>Administration Department</b>			
Executive Director	1.00	1.00	
Deputy Executive Director	1.00	1.00	
Director of HR and Operations	1.00	1.00	
Executive Assistant	1.00	1.00	
Risk Manager	1.00	1.00	
Communications Manager	1.00	1.00	
Senior Management Analyst	1.00	1.00	
Management Analyst	3.00	3.00	
Program Assistant	1.00	1.00	
Sub-total	11.00	11.00	0.00
<b>Finance Department</b>			
Director of Finance	1.00	1.00	
Controller	1.00	1.00	
Accounting Officer (See Note C)	1.00	1.00	
Accounting Specialist	2.00	2.00	
Sub-total	5.00	5.00	0.00
<b>Housing Programs Department</b>			
Director of Housing Programs	1.00	1.00	
Housing Programs Supervisor	2.00	2.00	
Housing Specialist III	1.00	1.00	
Housing Specialist I & II (See Note B)	7.00	7.00	
Housing Assistant (See Notes D and F)	2.00	2.50	
Sub-total	13.00	13.50	0.50
<b>Property Operations Department</b>			
Director of Portfolio Management (prior title Property Operations)	1.00	1.00	
Property Management Supervisor	1.00	1.00	
Project Manager (See Note F)	1.00	0.50	
Housing Specialist I/II (See Notes B and E)	2.00	1.00	
Maintenance/Facilities Supervisor	1.00	0.00	
Maintenance Technician I & II (See Note B)	6.00	5.00	
Maintenance Specialist	1.00	1.00	
Resident Manager I and II (See Notes A and B)	3.25	3.00	
Assistant Resident Manager (See Notes A and B)	0.25	0.13	
Sub-total	16.50	12.63	-3.87
<b>Housing Development Department</b>			
Director of Housing Development (prior title Housing and Community Development)	1.00	1.00	
Senior Project Manager	1.00	2.00	
Project Manager	1.00	1.00	
Asset Manager	1.00	1.00	
Management Analyst (See Note F)	2.00	0.00	
Program Assistant	1.00	0.50	
Sub-total	7.00	5.50	-1.50
<b>Rental Program Department</b>			
Director of Rent Program	1.00	1.00	
Management Analyst	1.00	1.00	
Rent Program Specialist	3.00	3.00	
Program Assistant	1.00	1.00	
Sub-total	6.00	6.00	0.00
<b>Total</b>	<b>58.50</b>	<b>53.63</b>	<b>-4.87</b>

Note A: Resident employees are contracted employees and are required to reside on-site at assigned Housing Authority complexes. Each Resident employee has an individual at will employment contract.  
 Note B: Positions at the I and II levels are combined as a total count to allow for flexibility in staffing. ABD is included as 1 FTE; this role is currently occupied by two individuals but AHA plans to consolidate position with one individual by Sept 30. An Assistant RM at IP is included.  
 Note C: Position may be renamed or filled at a lower level  
 Note D: Position may be filled at the Program or Housing Assistant level.  
 Note E: Due to outsourcing of Property Management in the upcoming year, this position may be reduced as a result. One HS II transferred to HPD to fill vacancy there.  
 Note F: Changes reflecting change of Contract with City eff 8/1/20; reduction of 1 Management Analyst FTE, reduction of 1 Project Manager to 50%, reduction of 1 Program Assistant to 50% (final salary for this position TBD as will be split with HPD).

HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
 PAY SCHEDULE FY 2020-2021 eff. 7/1/2020

Position Title	Salary Range	Effective Date	MONTHLY SALARY				
			Step 1	Step 2	Step 3	Step 4	Step 5
Housing Assistant	10	3/29/2020	\$ 4,627	\$ 4,858	\$ 5,101	\$ 5,355	\$ 5,624
Program Assistant	14	3/29/2020	\$ 5,101	\$ 5,355	\$ 5,624	\$ 5,905	\$ 6,200
Maintenance Technician I****	16	3/29/2020	\$ 5,355	\$ 5,624	\$ 5,905	\$ 6,200	\$ 6,509
Housing Specialist I	18	3/29/2020	\$ 5,624	\$ 5,905	\$ 6,200	\$ 6,509	\$ 6,836
Accounting Specialist	18	3/29/2020	\$ 5,624	\$ 5,905	\$ 6,200	\$ 6,509	\$ 6,836
Maintenance Specialist	20	3/29/2020	\$ 5,905	\$ 6,200	\$ 6,509	\$ 6,836	\$ 7,177
Housing Specialist II	22	3/29/2020	\$ 6,200	\$ 6,509	\$ 6,836	\$ 7,177	\$ 7,537
Rent Program Specialist (aka Rent Stabilization)	22	3/29/2020	\$ 6,200	\$ 6,509	\$ 6,836	\$ 7,177	\$ 7,537
Maintenance Technician II****	22	3/29/2020	\$ 6,200	\$ 6,509	\$ 6,836	\$ 7,177	\$ 7,537
Executive Assistant	25	3/29/2020	\$ 6,673	\$ 7,007	\$ 7,356	\$ 7,724	\$ 8,111
Housing Specialist III	26	3/29/2020	\$ 6,836	\$ 7,177	\$ 7,537	\$ 7,913	\$ 8,309
Accounting Officer	28	7/1/2019	\$ 7,177	\$ 7,537	\$ 7,913	\$ 8,309	\$ 8,724
Property Management Supervisor	33	11/24/2019	\$ 8,111	\$ 8,516	\$ 8,942	\$ 9,389	\$ 9,859
Housing Programs Supervisor	33	11/24/2019	\$ 8,111	\$ 8,516	\$ 8,942	\$ 9,389	\$ 9,859
Maintenance (aka Facilities) Supervisor	33	11/24/2019	\$ 8,111	\$ 8,516	\$ 8,942	\$ 9,389	\$ 9,859
Management Analyst	33	11/24/2019	\$ 8,111	\$ 8,516	\$ 8,942	\$ 9,389	\$ 9,859
Project Manager	35	11/24/2019	\$ 8,516	\$ 8,942	\$ 9,389	\$ 9,859	\$ 10,352
Asset Manager	35	11/24/2019	\$ 8,516	\$ 8,942	\$ 9,389	\$ 9,859	\$ 10,352
Controller	42	11/24/2019	\$ 10,099	\$ 10,604	\$ 11,134	\$ 11,691	\$ 12,276
Communications Manager	42	11/24/2019	\$ 10,099	\$ 10,604	\$ 11,134	\$ 11,691	\$ 12,276
Risk Manager	42	11/24/2019	\$ 10,099	\$ 10,604	\$ 11,134	\$ 11,691	\$ 12,276
Senior Project Manager	42	11/24/2019	\$ 10,099	\$ 10,604	\$ 11,134	\$ 11,691	\$ 12,276
Senior Management Analyst	42	11/24/2019	\$ 10,099	\$ 10,604	\$ 11,134	\$ 11,691	\$ 12,276
Director of Housing Programs	50	7/1/2019	\$ 12,276	\$ 12,890	\$ 13,534	\$ 14,211	\$ 14,921
Director of Portfolio Management (aka Property Operations)	50	7/1/2019	\$ 12,276	\$ 12,890	\$ 13,534	\$ 14,211	\$ 14,921
Director of Rent Programs (aka Rent Stabilization)	50	7/1/2019	\$ 12,276	\$ 12,890	\$ 13,534	\$ 14,211	\$ 14,921
Director of HR and Operations	54	7/1/2019	\$ 13,534	\$ 14,211	\$ 14,921	\$ 15,667	\$ 16,450
Director of Housing Development (aka HCD)	54	7/1/2019	\$ 13,534	\$ 14,211	\$ 14,921	\$ 15,667	\$ 16,450
Director of Finance	56	7/1/2019	\$ 14,211	\$ 14,921	\$ 15,667	\$ 16,450	\$ 17,273
Deputy Executive Director	60	7/1/2019	\$ 15,667	\$ 16,450	\$ 17,273	\$ 18,137	\$ 19,043
Executive Director**	N/A	7/1/2019	\$ 22,313	\$ 23,428			
Resident Manager II***, ****	N/A	7/1/2019	\$ 28.99/hour				
Resident Manager *, ***, ****	N/A	7/1/2020	\$ 15.00/hour	\$ 18.58/hour			
Assistant Resident Manager****	N/A	7/1/2020	\$ 15.00/hour				

\*Two rates are applicable depending on assigned duties

\*\*Salary authorized by Board of Commissioners per Employment Agreement

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

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



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

ADOPT THE REVISED PAY SCHEDULE FOR FISCAL YEAR 2020-2021

**WHEREAS**, the Housing Authority of the City of Alameda maintains a Pay Schedule of all current wage rates; and

**WHEREAS**, the Housing Authority of the City of Alameda is subject to minimum wage requirements in the City of Alameda;

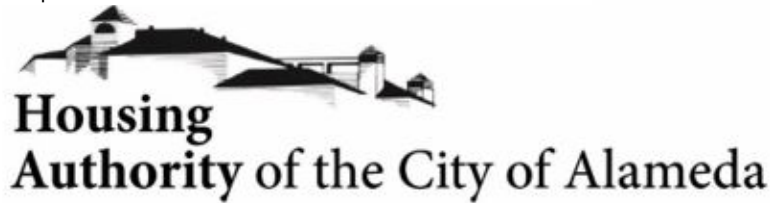
**NOW, THEREFORE, BE IT RESOLVED**, that effective July 1, 2020, the Housing Authority will adopt the revised Pay Schedule for Fiscal Year 2020-2021.

ATTEST:

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

\_\_\_\_\_  
Arthur Kurrasch, Chair  
Board of Commissioners

Adopted: \_\_\_\_\_



PHONE (510) 747-4300  
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 TTY/TRS 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners  
 From: Louie So, Director of Finance  
 Date: June 24, 2020  
 RE: Adopt the Resolution to Approve the Housing Authority's One-Year Budget for Fiscal Year July 1, 2020 to June 30, 2021

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## **BACKGROUND**

The Housing Authority adopts its annual budget in the last quarter of each Fiscal Year. AHA is currently ending the budget for the one-year budget period starting July 1, 2019 and ending June 30, 2020. Due to the health situation, an abridged budget process has been utilized as discussed with the Board at the May 20, 2020 meeting.

It is also important to note, that this is the combined budget for AHA and AAHC which includes the four properties that transferred ownership to Alameda Affordable Housing Corporation (AAHC) in May 2018. These properties are Anne B. Diament, China Clipper Plaza, Stanford House, and Lincoln-Willow Apartments. Furthermore, in May 2020, Independence Plaza was transferred from AHA to AAHC. The AAHC budget will be presented for approval in the joint AAHC Board meeting following this meeting's Agenda items, but it is included here for ease of comparison. All members of the Board of Commissioners also serve as the Board of Directors for AAHC.

## **A: OVERVIEW**

Key highlights for this 2020-21 budget include the following.

Net position:

Total income is \$49,323,864 inclusive of HAP and other sources of income and total expenses, including depreciation, are \$50,799,332 resulting in an overall 90% decrease (\$1,715,786) in net operating income over the prior year. Total operating income increased 3% and operating expenses increased 12%.

- In terms of personnel costs, full staffing and benefits is assumed as discussed in the separate memo on the schedule of authorized positions (agenda item 9-D). Included in this budget is a 3% cost of living increase to wages and benefit cost increases ranging from 5-15% as estimated by past increases; an increase of 25% to the workers compensation premium is also included due to prior claims. It should also be noted that since the last budget, there have been across the board increases for staff as a result of salary surveys conducted over the past 12 months for non-Director staff and the addition of two new management positions (Risk



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Manager and Communications Manager) which were added after the FY 2019-20 budget was approved. The actual proposed COLA and benefits changes will be brought to the Board for approval in August 2020. Additional costs for temporary staff and recruitment costs remain the same but are expected to be fully utilized in the coming year due to significant absences from the current health situation.

Attachment A shows the proposed budget for the Fiscal Year July 1, 2020 to June 30, 2021, projected actuals and budget for FY 2019-20. Below is an abbreviated table of income and expenses from Attachment A.

Housing Authority of the City of Alameda				
	A	C	A less: C (FY20-21 Budget versus FY19-20 Budget)	
	FY20-21 Budget	FY19-20 Budget	\$	%
<b>Operating Income</b>	17,026,167	17,004,799	21,368	0%
<b>Operating Expenses</b>	16,828,209	15,091,055	1,737,154	12%
<b>Net Operating Income (Cash Flow)</b>	<b>197,958</b>	<b>1,913,744</b>	<b>(1,715,786)</b>	<b>-90%</b>
HAP Income	32,297,697	30,144,267	2,153,430	7%
HAP Expenses	32,297,697	30,144,267	2,153,430	7%
<b>Net Housing Assistance Payments</b>	-	-	-	N/A
<b>Net Income Before Depreciation</b>	<b>197,958</b>	<b>1,913,744</b>	<b>(1,715,786)</b>	<b>-90%</b>
Less: Depreciation	1,673,426	1,381,964	291,462	21%
<b>Net Income After Depreciation</b>	<b>(1,475,468)</b>	<b>531,780</b>	<b>(2,007,248)</b>	<b>-377%</b>
<b>Total Income</b>	49,323,864	47,149,066	2,174,798	5%
<b>Total Expenses</b>	50,799,332	46,617,286	4,182,046	9%

As in prior years, the 2020-21 budget provides budget schedules in 3 key areas:

- Attachment A: Operating Income and Expenses
- Attachment B: Housing Assistance Payments (HAP pass-through)
- Attachment C: Capital Improvement Projects (CIP)

#### B: HOUSING ASSISTANCE PAYMENTS (HAP pass-through)

Attachment B shows the Housing Choice Voucher Program (and other assisted programs) Housing Assistance Payment (HAP) subsidy that is paid to landlords on behalf of assisted participants. These are government “pass-through” funds and must be kept separate from all other Housing Authority funds.

**Income:** AHA anticipates receiving \$32,297,697 funding for Housing Assistance Payments (HAP), which compares with the budgeted amount of \$30,144,264 from the last period. This includes HAP payments and Rental Assistance received from HUD or the County under the following programs:

- Tenant and Project-Based Housing Choice vouchers including Family Unification Program (FUP), Non-Elderly Disabled (NED) and Veteran Affairs Supportive Housing (VASH) (HUD program)



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- Shelter Plus Care (County program)
- Mod-Rehab Program (HUD program)

**Expenses:** HAP expense to participating landlords is expected to be \$32,297,697 in FY 2020-21. HAP is AHA's largest single expense item and is generally offset dollar-for-dollar by the HAP subsidy received.

It is important to note that Budget Authority for HAP is provided by HUD on a calendar year basis. The current year's federal budget was approved in March 2020 and provided for 100% renewal of the prior year's expenditures to allow for a Budget Approval of \$30,634,008 for calendar year 2021. Attachment B is using partial funding from calendar year 2020 and calendar year 2021, so the amounts do not match the published HUD Budget Authority. AHA has a projected shortfall for the calendar year ending December 2020 for HAP funds and is applying for additional shortfall funds for this gap.

In 2014, HUD moved the cash reserves from all Housing Authorities into a HUD-held account. These HUD-held HAP reserves can be used anytime. Currently, AHA's Budget Authority from HUD is insufficient to meet AHA's HAP needs. Reserves can be used to cover HAP costs as long as AHA does not exceed its baseline number of units in any calendar year. AHA's baseline number of units is 22,620 (or 1,885 x 12 months). The FY 2020-21 budget assumes leasing of 17,556 units in the year (or an average of 1,463 per month), which compares with 17,024 unit months leased (or 1,419 per month) for FY 2019-20. As of June 2020, AHA had \$495,951 in its HUD-held HAP Reserve, but this is expected to be eliminated before the year-end.

### C: OPERATING BUDGET

The operating budget includes the income and expenses for rental housing and commercial use properties, Housing Programs Department administration, the Housing Successor Assets, Housing and Community Development, the Alameda Rent Program, and other City programs that are reimbursed with City funds. The operating budget does not include HAP pass-through to private landlords; however, it does include current income for units where AHA is the owner/landlord.

### **OPERATING INCOME**

Total budgeted operating income for FY 2020-21 is \$17,026,167, which compares to a budgeted \$17,004,779 for FY 2019-20.

**Rental Income** includes:

- **Rent payments from tenants and HAP payments from AHA on behalf of HUD** in all AHA-owned properties. This is budgeted at \$11,278,233 which is above last year's budget but is in line with the expected year-end projection. Rental income is expected to be flat from the prior year actuals, and accounts for the loss of income at Rosefield Village (to reflect the upcoming demolition). No increase to other rents is budgeted but staff will increase rents to the payment standard if it is increased in the fall.



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- **Tax Increment Funding (also known as CIC)** from the City of Alameda for Independence Plaza is estimated to be \$1,533,325 for FY 2020-21.
- **Commercial lease income** from Alameda Family Services, HeadStart childcare center, and the parking lease at Esperanza is estimated to be \$30,756.

**Grant Income:** This income is received through the Family Self Sufficiency (FSS) program and can only be used to support that program. The grant operates on a calendar year and the grant for 2020 is approximately \$59,000. For FY 2020-21, staff has budgeted 12 months of new grant income based on the 2020 funding. If the grant is not forthcoming for 2021, staff will review with the Board whether to continue with the FSS program.

**Administrative Fee Income:** The Administrative Fee income is paid by HUD and can only be used by AHA to cover the cost of administration of the Housing Choice Voucher (HCV) program and all the special programs funded under this Annual Contributions Contract (ACC). The budgeted Administrative Fee income also includes the fees for the Shelter Plus Care and Mod Rehab programs. The Administrative Fee for the HCV ACC is included at a proration of 81% for the full Fiscal Year. It should be noted that HUD has proposed to change the method for calculating the fee that could negatively impact the budget in the future. In the event of major changes to Administrative Fee and/or HAP with the new budget in the fall, staff will return to the Board for a budget adjustment if necessary.

Staff has used a base number of leased units as 1,463 units for the coming year (which is the current rate of leased units). This assumes that AHA can continue to offer rents at or close to 100% FMR and there is no significant loss of units. Any changes in market rents resulting in a lower lease-up rate could negatively impact this assumption.

Based on this, total Administrative Fees are expected to be \$1,790,750. This is an increase of \$24,804 from the \$1,765,946 budgeted in FY 2019-20. Staff continues to use the landlord lease-up incentive for transferring voucher holders in order to maintain lease up in Alameda. Note that AHA received \$350,010 in additional Administrative Fee in May 2020 due to the CARES Act that payment is expected to be non-recurring, so it is not included in the FY 2020-21 budget.

**Other Income:** Other income includes maintenance fees and late fees, laundry commission, reimbursement billing from the City of Alameda for managing the Housing Services Agreement, land trust rents for Regent Street and Santa Clara Avenue properties, Island City Development Annual Services Agreement fee, and interest income. Few changes are expected in these areas with the exception of the reduction in income from CDBG/HOME/BMR program (see separate Board memo). Interest income is expected to remain low as interest rates continue to be at historic lows.

**One-Time Income (included in Other Income):** In FY 2020-21, a developer fee of \$500,000 is expected to be received by ICD for Rosefield Village. Per the Joint



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Development Agreement with AHA, the fee is split 90% to ICD and 10% to AHA. The total estimated fee to AHA is \$50,000.

### **OPERATING EXPENSES:**

Total operating expenses for FY 2020-21 is \$16,828,209 which is 12% higher than the FY 2019-20 budget.

**Personnel Expenses:** AHA personnel direct costs are \$9,093,231 and consist of 54% of the operating budget and is presented under Administrative – Salaries, Tenant/Social Services – Salaries and Maintenance - Salaries. Changes made to this schedule since the prior budget include:

- Reductions in staffing due the transfer of CDBG/HOME/BMR program (see separate Board memo). The following positions have been eliminated or reduced effective August 1, 2020: 1 full-time Management Analyst, 0.5 FTE of Program Assistant and 0.5 FTE of Project Manager. The budget includes a buffer of \$61,361 to cover salaries for these staff until September 30 in case additional transfer time is needed for the affected staff members.
- A shift in staffing of Resident Manager staff that includes one FTE for ABD, rather than one Resident Manager at .75 FTE and one Assistant Manager at .13 FTE. The Assistant Manager position to be eliminated effective September 30, 2020.
- Increase of 0.5 FTE for a Program Assistant in the Housing Programs department to assist customer service (phone, email, and mail service) and to provide additional administrative support to the informal hearing process. There is also a reduction of 0.5 FTE for a Program Assistant in the Housing Development Department.
- Reduction of one Maintenance Technician and the Facilities Supervisor, and a reduction of one Housing Specialist in Property Operations due to shifting of properties to third party management. Staff will return to the Board by September 30, 2020 to review potential elimination of the second Housing Specialist position in Property Operations due to shifting of properties to third party management.
- Increase of additional personnel costs included in the budget related to the JSCo property management transfer of AHA and AAHC properties of \$406,899 and are offset by personnel and other costs savings at the properties. These are a conservative estimated amount.
- This budget for FY 2020-21 also includes the following positions which are currently vacant and not yet at the employment offer stage: Risk Manager, Communications Manager, Director of Housing Development, Director of Portfolio Management (previously Director of Property Operations), and Management Analyst (one Administration). All of these positions are in active recruitment process and it is anticipated that these positions will be filled in the coming months.

The budget includes a proposed cost of living adjustment (COLA) of up to 3%. The final amount will be calculated each year according to the CPI for the San Francisco area as reported from the Bureau of Labor Statistics and proposed to the Board; AHA has historically used the June data and proposed any final COLA adjustment to the Board in





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August. The COLA, if approved, is implemented in accordance with policies contained in AHA's Employee Policies and Procedures Handbook.

AHA provides a maximum flat rate payment for medical and one for dental/vision insurance. This contribution is approved by the Board in August, and goes into effect in January of each year, as premium amounts change on a calendar year (rather than a fiscal year). Therefore, this budget includes an estimate of expected changes.

Last year, the maximum AHA contribution beginning January 1, 2020 was equivalent to the 2020 Kaiser "employee plus two or more" premium cost of \$1,998.07 per employee per month plus comparable coverage for dental insurance at a cost of \$241.06 per employee per month. This year, staff has budgeted the full amount for medical and dental. The budget also assumes all employees take the medical allowance at the level of the employee plus two or more dependents. Staff has assumed a 15% increase in the cost of medical insurance and a 5% increase in other benefit costs over the 2020 rates. Although the Board is approving the budget for these additional funds at this time, the final employer contribution for FY 2021 will be brought to the Board for approval in August 2020, along with the COLA request, after 2021 premiums are released by CalPERS in July.

No additional changes to salary, beyond the COLA are proposed here; in the past 18 months, AHA conducted compensation studies for Director and non-Director exempt positions, and non-exempt positions. The budget also includes an increase to Step 2 for the Executive Director and rollover of allowances from FY 2019-20 as approved by the Board in May 2020. Also, a full class and compensation study is recommended as part of the Strategic Plan in the next fiscal year. Compensation studies for specific vacant roles may be conducted, if necessary.

Since 2016 staff has been offered vacation payout at least once a year. The amounts paid out in prior years were less than \$10,000 and therefore it has not been separately budgeted for in FY 2020-21.

**Non-Personnel Expenses (General/Other):** These expenses include costs other than employee and tenant costs which include such costs as telephone and computer expenses, recruitment, temporary employees, audits, contracted services, and supplies. Generally, these costs have remained relatively flat year on year with exceptions noted below.

**HR costs:** This number is relatively flat and is expected to be fully utilized due to both the need for temporary staff for temporary projects and to fill-in vacancies, but also because AHA is experiencing a high level of approved staff leaves and use of time off. In this last category, salary and/or benefits often continue to be paid to the employee, depending on the type and length of leave, while temporary staffing is needed for coverage due to the extended period of the leave, so salary savings cannot be used to cover the costs of temporary staff as has been used in the past. Recruiting fees are included to address the need to fill positions. In most cases, utilizing recruitment firms in the current market has resulted in success at filling vacant exempt positions.



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**Legal Expenses:** Legal expenses for general operations are expected to increase from \$260,000 to \$350,000. These costs include terminations of tenancy, personnel matters, and legal advice on actual and potential claims against the agency. The increase is in response to staff budgeting for General Counsel to attend each Board meeting in FY 2020-21 and for Special Counsel to conduct informal hearings.

**IT Services:** A number of IT related lines have increased reflecting increased technology needs in each program, hardware replacements as well as a new database for the Alameda Rent Program. The budget increase is to \$642,370 and is driven primarily by technology and equipment upgrades due to COVID-19.

**Training and Conferences:** These budgeted expenses are approximately \$162,000 and are expected to remain more or less flat (against the prior budget). The budget for FY 2019-20 is slightly underutilized due to COVID-19, but is expected to be fully utilized in FY 2020-21 due to the filling of vacancies, especially at the management level, and the need for online training. Best practices for staff training require regularly scheduled professional and housing re-certification training to address changing regulations, and staff will focus some additional agency time and resources on general staff and supervisor training needs. The budget also includes funds for Board training and conferences.

**Tenant/Social Services:** The salaries for Resident Managers and Assistant Resident Managers are included in this line item (see above under Personnel Costs). Their benefits are also shown here, in-line with the approach adopted for administrative salaries.

Tenant Activities include a \$25,000 scholarship fund for the Alameda Boys and Girls Club for children and youth who live in Housing Authority complexes or whose families are on a program operated by the Housing Programs Department. The budget also includes funds for two full-time social workers through the LifeSTEPS social services provider, as in prior years.

**Utilities:** The amounts budgeted for utilities are based on actual utility expenditures in the current Fiscal Year or at the FY 2019-20 budget, whichever is larger.

**Facilities & Maintenance:** Maintenance expenditures include salaries and benefits for maintenance employees (see above under Personnel Costs), maintenance materials, and maintenance contract costs. There is a reduction of two positions in maintenance at this time. The projected cost of maintenance materials is based on current usage and an approximate 3% expected vendor price increase where applicable. Maintenance contract costs include landscaping, floor covering, plumbing, and painting. An additional 10% has been budgeted to consider for deferred maintenance due to the COVID-19 crisis.

**General/Other:** This line item includes the cost of community policing and auto/property/liability insurance. The cost for community policing is budgeted the same at \$210,000 for FY 2020-21 under the Services Agreements with the City. All costs will be met by the rental properties.

**Predevelopment Costs** are expenses associated with a project under consideration for development (building or extensive rehabilitation) prior to the formal approval process of





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approving a development and the needed funding. Predevelopment costs for projects that have been green-lighted to move forward are paid by Island City Development (ICD), which was formed to manage real estate development on behalf of AHA. Feasibility studies may be conducted by AHA prior to ICD involvement. AHA Predevelopment Costs that are not covered by ICD are budgeted to be approximately \$100,000 in FY 2020-21 as in prior years. This category is included under General/Other in Attachment A.

#### D: CAPITAL IMPROVEMENT PROJECT (CIP) BUDGET

Attachment C shows the one-year capital budget along with additional information on the FY 2021-22 estimated costs and the previously approved 10-year capital improvements schedule for information only. The proposed Capital Projects budget for FY 2020-21 includes 5 major repair projects at 5 properties, plus 3 major real estate development projects and 3 projects at the AHA offices. The estimated total cost of these combined projects is \$5,111,000. The redevelopment of Rosefield Village is separately slated to be transferred to a tax credit partnership in the summer of 2020, so it is not included in this AHA budget.

The identified projects include capital work that is proposed to be contracted in the next Fiscal Year. Work will be done according to urgency and availability of funds and staff capacity. Once approved in this budget, these projects will be funded from the following sources and where possible, in this order:

- CDBG/HOME Funds
- Replacement reserves held by lenders/bond holders, subject to their approval
- Reserves held by AHA
- Cash flow from the specific property

#### OPERATING BUDGET BY PROGRAM

**Property Management:** It should be noted that one AHA-owned property, Rosefield Village, will transfer to the LIHTC limited partnership on or around July/August 2020 so the financial activity is no longer presented. Multiple properties are to be transferred to third party management with the John Stewart Company beginning July 2020 although both the income and expense of this property will remain on the AHA books. In addition, five properties are owned by AAHC instead of AHA (Anne B. Diament, China Clipper Plaza, Stanford House, Lincoln-Willow Apartments, and Independence Plaza). Although these properties are included below for comparison purposes, the AAHC Board will separately approve the AAHC budget. Central costs are allocated using the same Cost Allocation Plan to all properties under AHA and AAHC ownership. Additional properties will be transferred to AAHC to allow for signing of HAP contracts under HUD regulations.

**Housing Programs Department (HPD):** The Housing Programs Department has budgeted a loss of \$1,819,858 for FY 2020-21. While this loss is not new, staff will continue to seek ways to keep these costs under budget in the coming year and this is also a goal for the Strategic Plan.



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020  
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**Housing and Community Development (HCD):** The Housing and Community Development budget includes real estate, asset management, and City Housing Programs. The City Housing Programs (CDBG, HOME, BMR homeownership) will transfer to the City August 1, 2020 and the budget shows the reduced funding. A buffer of \$61,361 has been included in case the impact of the personnel changes cannot be resolved by August 1, 2020 (see the separate memo on this topic).

The City maintains two affordable housing funds that are restricted for eligible housing-related purposes. The income is derived from repayment of prior down payment-assistance loans and the in-lieu or linkage fees paid by developers to meet the requirements of the City's Inclusionary Housing Ordinance. In FY 2020-21, sufficient funds (\$305,000) have been budgeted to pay for staffing and professional consultants to support affordable housing services and development projects. These costs are partially offset by income from the City. Other costs for the HCD are met from income from the properties.

In FY 2020-21, HCD staff will be working on two large development projects – Rosefield Village and North Housing. The predevelopment funding for these projects has been approved and budgeted in a prior budget cycle, with ICD as the developer. Additional development opportunities are covered under predevelopment costs, as discussed above.

**Housing Successor:** In 2012, after the dissolution of redevelopment in the state of California, the City of Alameda became the Successor Agency to the Community Improvement Commission (CIC) and authorized the assumption by the AHA of the rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the CIC, known as the Housing Successor Assets. The expenses associated with managing the Housing Successor for FY 2020-21 is estimated at almost \$200,000 to be paid from existing Housing Successor funds. Salary and benefit costs are limited by State law to \$200,000 annually for Successor Agency Housing Assets administration.

**Alameda Rent Program (RP):** In FY 2020-21, the Rent Program will receive up to \$1,294,988 to administer the Rent Review, Rent Stabilization, and Limitations on Evictions Ordinance for the City. The budget assumes the COLA change in benefits allocation to match the agency-wide costs and full staffing. With the exception of the administrative overhead costs, the program is a reimbursement-only program (see the separate memo on this topic).

## DISCUSSION OF ACCOUNTING ISSUES

**Cost Allocation Plan:** The Cost Allocation Plan (CAP) (available on request) is normally completed at least once a year and allocates costs based on metrics. The metrics range from the number of hours worked on a project to the number of bedrooms in a complex to the amount of expenses paid for an item the prior year. The metrics are mostly pulled from the Agency's database, Yardi, or from verifiable data (such as the number of units in a specific complex). The CAP explains the logic behind the distribution of different costs including legal costs, audit costs, travel and training, and salaries and benefits.



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020  
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Staff calculates out a salary distribution for every position in the Agency based on the position's primary duties and functions. Some positions are allocated to only one department while others are allocated across numerous departments.

Due to the current health situation and staff having to focus on setting up staff and systems to work outside the main office, the CAP was not updated for the FY 2020-21 budget. It is anticipated that the CAP for next year will look very different due to the outsourcing of property management and the transfer of ownership to AAHC of all AHA properties.

**Fund Transfers:** The General Fund does not generate its own cash flow. The only way to get cash into the General Fund is to make transfers from other funds with available excess cash reserves. Staff will make transfers as necessary during the budget year in accordance with the agency's interfund transfer policy.

**Depreciation:** Depreciation is an accounting method to recognize the cost of buildings and equipment over time. Per the Capitalization Policy, which was effective July 1, 2016, AHA uses the straight-line method of depreciation. When an asset is purchased, a cash expense is incurred. Depreciation is not a cash expense, but an accrual expense to financially match the expense with the period of usage. The FY 2020-21 depreciation expense is budgeted at \$1,673,426, which is \$291,462 higher than the FY 2019-20 budget. This increase is due to capital projects placed in service in FY 2019-20.

**Other:** Certain items are not budget items but will impact available cash in FY 2020-21.

- **Jack Capon Villa:** AHA expects to receive approximately \$22,300 principal payment from Jack Capon Villa for the loan it made to the limited partnership.
- **Stargell Commons:** AHA expects to receive approximately \$50,000 in repayment of unused development funds

**Payments to CalPERS for Outstanding Liabilities:** As a local government agency, AHA has to maintain its books by standards set by the Government Accounting Standards Board (GASB). Each year the GASB sets guidelines for accounting practices and identifies them by number. Starting in FY16, AHA has had to operate by new GASB rules relating to pension, and post-employment liabilities. These rules require all government agencies (States, Counties, Cities, and Special Purpose Local Governments) to report pension and post-employment liabilities up front which had historically been reported on a pay-as-you go basis by all government entities. Since AHA is a member of the CalPERS retirement system, AHA is required to report each year on any unfunded pension liability. Please note that this budget does not include further pension or OPEB contributions beyond the payments already made including \$1,000,000 made in 2016 for pension retirement costs, a payment of \$1,000,000 to be made in late June 2020 for CalPERS unfunded liability, and the payment of \$981,940 made in June 2017 to open the AHA's CBERT 115 trust account for OPEB.



Honorable Chair and  
Members of the Board of Commissioners

June 24, 2020  
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## **FISCAL IMPACT**

The operating budget for FY 2020-21 reflects net operating income of \$197,958 and a net loss of \$1,475,468 after depreciation. The FY 2020-21 budget further shows use of \$5,111,000 from reserves for substantial CIP. The CIP work will be paid from accumulated operating reserves if project-specific funding or property reserves are not available. The redevelopment of Rosefield Village is separately slated to be transferred to a tax credit partnership in the summer of 2020. AHA's unrestricted operating reserves as of May 31, 2020 were in excess of \$20 million and held in CAMP or LAIF.

## **RECOMMENDATION**

The Executive Director and staff recommend the Board of Commissioners of the Housing Authority of the City of Alameda approve the Housing Authority's Budget for Fiscal Year 2020-21 including approval of:

- A. Summary of the FY 2020-21 Budget and related income and expenses
- B. Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves
- C. Capital Improvement Project (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2020-21 to cover these expenses
- D. Transfer by the Executive Director of up to \$1,819,858 in this budget year, as needed, from AHA property reserves to cover losses in the Section 8/Housing Programs Department administrative operating budget

Staff will return to the Board for a budget adjustment if necessary if significant variances from actuals are presented (i.e. variance of net income is lower by 10%).

Respectfully submitted,

DocuSigned by:

**Louie So**

CC6FAB3A8A824DA...

Louie So

Director of Finance

### Attachments:

- Attachment A: Summary of the FY 2020-21 Budget
- Attachment B: Housing Assistance Payments (HAP) FY 2020-21 Budget
- Attachment C: Capital Improvement Project (CIP) FY 2020-21 Budget
- Attachment D: Resolution



1 2 3 4 5 6 7 8 9

Housing Authority of the City of Alameda  
Attachment A: Summary FY2020-2021 Budget

	A FY20-21 Budget		B FY19-20 Projected Actuals		C FY19-20 Budget		A less: B (FY20-21 Budget versus FY19-20 Actuals)		B less: C (FY20-21 Actuals versus FY19-20 Budget)		A less: C (FY20-21 Budget versus FY19- 20 Budget)	
							\$	%	\$	%	\$	%
1 Rental Income	11,278,233	11,278,233	10,755,720	(0)	0%	522,513	5%	522,513	5%	522,513	5%	
2 Tax Incremental Payment - City of Alameda for Independence Plaza	1,533,325	1,140,000	1,733,340	393,325	26%	(593,340)	-34%	(200,015)	-12%	(200,015)	-12%	
3 Grant (Family Self-Sufficiency)	59,000	58,612	61,124	388	1%	(2,512)	-4%	(2,124)	-3%	(2,124)	-3%	
4 HAP Administrative Fees	1,790,750	2,191,934	1,765,946	(401,185)	-22%	425,988	24%	24,804	1%	24,804	1%	
5 Other Income	2,364,860	2,771,060	2,688,669	(406,200)	-17%	82,391	3%	(323,809)	-12%	(323,809)	-12%	
<b>6 Operating Income</b>	<b>17,026,167</b>	<b>17,439,840</b>	<b>17,004,799</b>	<b>(413,672)</b>	<b>-2%</b>	<b>435,041</b>	<b>3%</b>	<b>21,368</b>	<b>0%</b>	<b>21,368</b>	<b>0%</b>	
7 Administrative	3,282,634	2,040,287	2,593,942	1,242,347	38%	(53,655)	-21%	688,692	27%	688,692	27%	
8 Administrative - Salaries*	7,685,405	5,769,788	6,751,393	1,915,617	25%	(981,605)	-15%	934,012	14%	934,012	14%	
9 Tenant/Social Services	505,698	538,012	518,606	(32,314)	-6%	19,406	4%	(12,908)	-2%	(12,908)	-2%	
10 Tenant/Social Services - Salaries*	293,881	306,578	280,255	(12,697)	-4%	26,323	9%	13,626	5%	13,626	5%	
11 Utilities	1,252,536	1,094,859	1,209,461	157,677	13%	(114,602)	-9%	43,075	4%	43,075	4%	
12 Maintenance	1,186,710	1,068,955	1,176,441	117,755	10%	(107,486)	-9%	10,269	1%	10,269	1%	
13 Maintenance - Salaries*	1,113,945	979,566	1,068,529	134,379	12%	(88,963)	-8%	45,416	4%	45,416	4%	
14 General/Other	1,507,401	1,212,259	1,492,428	295,142	20%	(280,169)	-19%	14,973	1%	14,973	1%	
<b>15 Operating Expenses</b>	<b>16,828,209</b>	<b>13,010,304</b>	<b>15,091,055</b>	<b>3,817,905</b>	<b>23%</b>	<b>(2,080,751)</b>	<b>-14%</b>	<b>1,737,154</b>	<b>12%</b>	<b>1,737,154</b>	<b>12%</b>	
16 CalPERS Contribution	-	1,000,000	-	(1,000,000)	N/A	1,000,000	N/A	-	N/A	-	N/A	
<b>17 Net Operating Income (Cash Flow)</b>	<b>197,958</b>	<b>3,429,536</b>	<b>1,913,744</b>	<b>(3,231,578)</b>	<b>-1632%</b>	<b>1,515,792</b>	<b>79%</b>	<b>(1,715,786)</b>	<b>-90%</b>	<b>(1,715,786)</b>	<b>-90%</b>	
18 HAP Income	32,297,697	31,333,698	30,144,267	963,999	3%	1,189,431	4%	2,153,430	7%	2,153,430	7%	
19 HAP Expenses	32,297,697	31,333,698	30,144,267	963,999	3%	1,189,431	4%	2,153,430	7%	2,153,430	7%	
<b>20 Net Housing Assistance Payments</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>N/A</b>	<b>-</b>	<b>N/A</b>	<b>-</b>	<b>N/A</b>	<b>-</b>	<b>N/A</b>	
<b>21 Net Income Before Depreciation</b>	<b>197,958</b>	<b>3,429,536</b>	<b>1,913,744</b>	<b>(3,231,578)</b>	<b>-1632%</b>	<b>1,515,792</b>	<b>79%</b>	<b>(1,715,786)</b>	<b>-90%</b>	<b>(1,715,786)</b>	<b>-90%</b>	
22 Less: Depreciation	1,673,426	1,673,426	1,381,964	-	0%	291,462	21%	291,462	21%	291,462	21%	
<b>23 Net Income After Depreciation</b>	<b>(1,475,468)</b>	<b>1,756,110</b>	<b>531,780</b>	<b>(3,231,578)</b>	<b>219%</b>	<b>1,224,330</b>	<b>230%</b>	<b>(2,007,248)</b>	<b>-377%</b>	<b>(2,007,248)</b>	<b>-377%</b>	
<b>24 Total Salaries (Sum of *)</b>	<b>9,093,231</b>	<b>7,055,931</b>	<b>8,100,177</b>	<b>2,037,299</b>	<b>22%</b>	<b>(1,044,246)</b>	<b>-13%</b>	<b>2,037,299</b>	<b>25%</b>	<b>2,037,299</b>	<b>25%</b>	
<b>25 Total Income</b>	<b>49,323,864</b>	<b>48,773,538</b>	<b>47,149,066</b>	<b>550,327</b>	<b>1%</b>	<b>1,624,472</b>	<b>3%</b>	<b>2,174,798</b>	<b>5%</b>	<b>2,174,798</b>	<b>5%</b>	
<b>26 Total Expenses</b>	<b>50,799,332</b>	<b>47,017,428</b>	<b>46,617,286</b>	<b>3,781,904</b>	<b>7%</b>	<b>400,142</b>	<b>1%</b>	<b>4,182,046</b>	<b>9%</b>	<b>4,182,046</b>	<b>9%</b>	

**Housing Authority of the City of Alameda  
Attachment B: HAP Pass Through FY 2020-2021**

HPD 2020 Program Budget	Shelter Plus		Bessie Coleman SRO		VASH		VASH/PBV 2020		FY 19-20		Increase/ (Decrease)
	HAP	18 Units	30 Units	14 Units	38 Units	Total	Budget	\$	%		
HUD Subsidy Revenue	30,656,529		305,640	474,404	399,312	<b>31,835,885</b>	29,697,660	2,138,225	6.7%		
Rental Assistance (from Alameda County)		461,812				<b>461,812</b>	446,604	15,208	3.3%		
Total HUD Subsidy Revenue	30,656,529	461,812	305,640	474,404	399,312	<b>32,297,697</b>	30,144,264	2,153,433	7.0%		
HAP Payments to Landlords	30,656,529	461,812	305,640	474,404	399,312	<b>32,297,697</b>	30,144,264	2,153,433	7.0%		
Total Expenses	30,656,529	461,812	305,640	474,404	399,312	<b>32,297,697</b>	30,144,264	2,153,433	7.0%		
Operating Income/Loss	-	-	-	-	-	-	-	-	-		

FY 2020-2021 Capital Improvement Projects

2020-2021	Property	Project Description	Strategy		\$ Source		Earned Fee & Equity
			CIP	Renov	Property	Reserves	
2020-2021	AHA Office	Conversion of Garage into Cubicles	1,200,000		-	1,200,000	
2020-2021	AHA Offices	Office Upgrades related to COVID 19	150,000		-	150,000	
2020-2021	AHA Office	New Maintenance Van (with rear and side doors)	45,000		-	45,000	
2020-2021	All Properties	Paint & Carpet for 10% of Portfolio	420,000		350,000	70,000	
2020-2021	Anne B Diamant	Balcony Repairs (44 balconies)	100,000		-	100,000	
2020-2021	Esperanza	Sidewalks, Decks, and misc. Site Work (lender required)	100,000		-	100,000	
2020-2021	Independence Plaza	Exterior Renovations (walkway lighting, trellis repairs)	150,000		-	150,000	
2020-2021	Independence Plaza	Balcony Repairs (125 balconies)	250,000		-	250,000	
2020-2021	Parrot Gardens	Roof Repair - 1854 St. Charles	22,000	500,000	-	22,000	
2020-2021	Parrott	Site Work (lender required)	24,000		-	24,000	
2020-2024	North Housing	Demolition & related costs	3,000,000		-	3,000,000	
					Subtotal	5,111,000	

For Information Only

2021-22 (estimate)	Property	Project Description	Strategy		\$ Source		Earned Fee & Equity
			CIP	Renov	Property	Reserves	
2021-2022	All Properties	Private Sewer Lateral Compliance	540,000		-	540,000	
2021-2022	Eagle Village	External Paint	100,000		-	100,000	
2021-2022	Esperanza	Furnaces, Breakers	750,000		-	750,000	
2021-2022	Haight Avenue	Renovation Project (pending acquisition)		500,000	-	500,000	
2021-2022	Rosefield Village	Redevelopment Project (may be reduced)		78,000,000	71,000,000	7,000,000	2,000,000

For Information Only - PREVIOUSLY APPROVED 10 YEAR CAPITAL IMPROVEMENTS SCHEDULE

2020-2021	Property	Project Description	Strategy		\$ Source		Earned Fee & Equity
			CIP	Renov	Property	Reserves	
2020-21	All Properties	Private Sewer Lateral Compliance	540,000		-	540,000	
2020-21	Eagle Village	Paint	100,000		-	100,000	
2020-23	China Clipper Plaza	Renovation Project		12,000,000	10,000,000	2,000,000	1,000,000
2020-2021	Esperanza	Furnaces, Breakers	750,000		-	750,000	
2020-2026	Independence Plaza	Envelope, Heaters, Elevators	3,000,000		3,000,000	-	
2022-2025	Property	Project Description	Strategy		\$ Source		Earned Fee & Equity
			CIP	Renov	Property	Reserves	
2022-24	Parrot Village	Renovation Project		18,000,000	18,000,000		2,200,000
2022-2026	Independence Plaza	Envelope, Heaters, Elevators	3,000,000		3,000,000		
2023	Parrot Gardens	Relocation and Renovation Project		2,000,000	-	2,000,000	
2024-26	Eagle Village	Renovation Project		14,000,000	14,000,000		1,000,000
2024	Esperanza	Sewer lines, plumbing, concrete	1,000,000		-	1,000,000	
2025	Lincoln-Willow Apt	Roof and Paint	300,000		-	300,000	
2026+	Property	Project Description	Strategy		\$ Source		Earned Fee & Equity
			CIP	Renov	Property	Reserves	
2026	Stanford House	Roof and Paint	300,000		-	300,000	5,000,000
2026	Independence Plaza	Refinance Only					
2026-2028	Parrot Gardens	New Construction		15,000,000	8,000,000	7,000,000	1,000,000
2027-2028	Anne B. Diamant	Renovation Project		20,000,000	20,000,000		1,700,000
2028	Esperanza	Roof and Paint	1,000,000			1,000,000	
2029	Lincoln House	Roof and Paint	300,000			300,000	



HOUSING AUTHORITY OF THE CITY OF ALAMEDA

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

APPROVING AND ADOPTING  
HOUSING AUTHORITY’S ONE YEAR BUDGET  
FOR THE FISCAL YEAR ENDING JUNE 30, 2021

**WHEREAS**, the Executive Director has submitted a one year proposed budget to the Board of Commissioners of the Housing Authority of the City of Alameda; and

**WHEREAS**, the Housing Authority has sufficient operating reserves to meet the working capital needs of its properties; and

**WHEREAS**, the proposed budget includes expenditures that are necessary for the efficient and economical operation of the housing for the purpose of serving low-income residents; and

**WHEREAS**, the proposed budget indicates a source of funds adequate to cover all proposed expenditures; and

**WHEREAS**, the Housing Authority will comply with all state and federal wage rate requirements where applicable and requirements for access to records and audits.

**WHEREAS**, the proposed FY 2020-21 budget includes approval of

- i. Summary of the FY 2020-21 Budget and related income and expenses
- ii. Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves
- iii. Capital Improvement Project (CIP) Budget and related use of property and agency reserves and surplus operating cash from Fiscal Years 2020-21 to cover these expenses
- iv. Transfer by the Executive Director of up to \$1,819,858 in this budget year, as needed, from AHA property reserves to cover losses in the Section 8/Housing Programs operating budget

**NOW, THEREFORE. BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the City of Alameda hereby adopts the Housing Authority’s Budget Resolution for the fiscal year ending June 30, 2021.

ATTEST:

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

\_\_\_\_\_  
Arthur Kurrasch, Chair  
Board of Commissioners

Adopted: \_\_\_\_\_

**ALAMEDA AFFORDABLE HOUSING CORPORATION**

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To: Board of Directors

From: Louie So, Director of Finance

Date: June 24, 2020

Re: Accept Annual Report and Audited Financial Statements for the Housing Authority of the City of Alameda Showing AAHC's Financials as a Blended Component Unit

**BACKGROUND**

Alameda Affordable Housing Corporation (AAHC) was formed as a supporting corporation of the Housing Authority of the City of Alameda (AHA). It is wholly controlled by AHA and exists as a title holding company for four properties as of June 30, 2019. For audit purposes, these two entities are designated as blended components and their financials are presented as combined. AAHC does not have separate audited financial statements. The Board of Directors of AAHC is comprised of the Board of Commissioners of AHA. This memo also serves as the annual report.

**DISCUSSION**

The financial statements of the Housing Authority of the City of Alameda for the fiscal year ending June 30, 2019, were prepared in the format prescribed by the requirements of Government Accounting Standards Board Statement 34 (GASB 34).

The firm of Citrin Cooperman & Company LLP, produced the audited financial statements of the Housing Authority for the fiscal year ending June 30, 2019. This incorporates the audited statements for Island City Development (ICD), which is presented as a discrete component. AHA's nonprofit affiliate, the Alameda Affordable Housing Corporation (AAHC), is a blended component with AHA and is not presented separately. The audit was presented in draft form by audit partner J. Michael Stephens for the AHA Board of Commissioners review at the March 18, 2020 regular meeting and accepted in final form at that meeting.

The auditors, Citrin Cooperman & Company, LLP, opined that the financial statements present fairly, in all material respects, the financial position of the Housing Authority of the City of Alameda as of June 30, 2019. The respective changes in financial position and cash flows for the year ended are in conformity with accounting principles generally accepted (GAAP) in the United States of America.



There is one deficiency finding in the report. Significant adjusting journal entries were required to be made by both the Housing Authority of the City of Alameda and Citrin Cooperman to conform the financial statements to US GAAP.

The Housing Authority's management response includes change in personnel (the Finance Department is fully staffed as of the date of the report, including the Director of Finance, Controller and Accounting Specialists who were hired in late fiscal year 2019), continued automated journal entry approval system in Yardi and additional training and coordination with other departments. Furthermore, the Balance Sheet Analysis approach which was implemented at the end of the prior fiscal year continues.

FISCAL IMPACT

For information only.

RECOMMENDATION

Accept Annual Report and Audited Financial Statements for the Housing Authority of the City of Alameda showing AAHC's financials as a blended component unit.

Respectfully submitted,



Louie So  
Director of Finance

Attachment: Audited Financial Statements





**Housing  
Authority of the City of Alameda**

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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## **Attachment 14-A: Audited Financial Statements**

The full Housing Authority of the City of Alameda Financial Statements and Supplementary Information Year Ended June 30, 2019 is available at:

[http://www.alamedahsg.org/working\\_with\\_us/public\\_notices](http://www.alamedahsg.org/working_with_us/public_notices)

If you would like a copy of this document, please call (510) 747-4325 or email [hainfo@alamedahsg.org](mailto:hainfo@alamedahsg.org).



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ALAMEDA AFFORDABLE HOUSING CORPORATION

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To: Board of Directors

From: Louie So, Director of Finance

Date: June 24, 2020

Re: Accept Report on the Federal and State Tax Returns for the Fiscal Year Ending June 30, 2019

**BACKGROUND**

All tax-exempt corporations must file an annual information tax return to the Internal Revenue Service (IRS), known as Form 990, and to the State of California, known as Form 199. Prior to filing the tax returns, the Board of Directors is required to receive a copy of the documentation for review and acceptance. Due to the current health crisis, the filing due date has been extended to July 15, 2020.

**DISCUSSION**

AAHC's auditor and tax firm Citrin Cooperman & Company LLP prepared the IRS Form 990 and state Form 199 based on the audited financial statements. The tax return includes operating activities from July 1, 2018 – June 30, 2019.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Accept Report on the Federal and State Tax Returns for the Fiscal Year Ending June 30, 2019 and authorize the Executive Director to execute and file the tax return with minor changes.

Respectfully submitted,

DocuSigned by:  
**Louie So**  
CC6FAB3A8A824DA...  
Louie So, CPA  
Director of Finance

Attachment: Draft AAHC Tax Return For Year Ended 6.30.2019



Form **990**

**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2018**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**A** For the 2018 calendar year, or tax year beginning **JUL 1, 2018** and ending **JUN 30, 2019**

<b>B</b> Check if applicable:  Address change Name change Initial return Final return/terminated Amended return Application pending	<b>C</b> Name of organization <b>ALAMEDA AFFORDABLE HOUSING CORPORATION</b>		<b>D</b> Employer identification number <b>30-1010896</b>	
	Doing business as		<b>E</b> Telephone number <b>510-747-4300</b>	
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	<b>G</b> Gross receipts \$ <b>1,703,881.</b>	
	<b>701 ATLANTIC AVENUE</b>		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City or town, state or province, country, and ZIP or foreign postal code <b>ALAMEDA, CA 94501</b>		<b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>F</b> Name and address of principal officer: <b>VANESSA COOPER</b> <b>SAME AS C ABOVE</b>		If "No," attach a list. (see instructions)		
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) 501(c) ( ) (insert no.) 4947(a)(1) or 527		<b>H(c)</b> Group exemption number ▶		
<b>J</b> Website: ▶ <b>WWW.ALAMEDAHSG.ORG/ABOUT_US/AAHC</b>		<b>L</b> Year of formation: <b>2017</b>		
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation Trust Association Other ▶		<b>M</b> State of legal domicile: <b>CA</b>		

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>LOW INCOME HOUSING, SEE PAGE 2 FOR FURTHER EXPLANATION.</b>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>7</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>7</b>
	<b>5</b> Total number of individuals employed in calendar year 2018 (Part V, line 2a)	<b>5</b>	<b>0</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	<b>0</b>
	<b>7 a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0.</b>
<b>b</b> Net unrelated business taxable income from Form 990-T, line 38	<b>7b</b>	<b>0.</b>	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
	<b>9</b> Program service revenue (Part VIII, line 2g)	<b>0.</b>	<b>0.</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>280,178.</b>	<b>1,703,881.</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>10,089.</b>	<b>0.</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>0.</b>	<b>0.</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>290,267.</b>	<b>1,703,881.</b>
<b>Expenses</b>	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>0.</b>	<b>0.</b>
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)	<b>0.</b>	<b>0.</b>
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	<b>0.</b>	<b>449,154.</b>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	<b>0.</b>	<b>0.</b>
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>0.</b>		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	<b>263,083.</b>	<b>757,919.</b>
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>263,083.</b>	<b>1,207,073.</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>27,184.</b>	<b>496,808.</b>	
<b>Net Assets or Fund Balances</b>	<b>20</b> Total assets (Part X, line 16)	<b>Beginning of Current Year</b>	<b>End of Year</b>
	<b>21</b> Total liabilities (Part X, line 26)	<b>3,439,541.</b>	<b>3,809,136.</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>13,934,084.</b>	<b>14,760,707.</b>
		<b>-10,494,543.</b>	<b>-10,951,571.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer		Date		
	<b>VANESSA COOPER, EXECUTIVE DIRECTOR</b> Type or print name and title				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
	<b>ROBERT N. THOMPSON</b>			<input type="checkbox"/>	<b>P01389483</b>
	Firm's name ▶ <b>CITRIN COOPERMAN &amp; COMPANY, LLP</b>	Firm's EIN ▶ <b>22-2428965</b>		Phone no. (301) 654-9000	
Firm's address ▶ <b>2 BETHESDA METRO CENTER, 11TH FLOOR</b> <b>BETHESDA, MD 20814</b>					

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

Form **8879-EO**

# IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2018, or fiscal year beginning JUL 1, 2018, and ending JUN 30, 2019

# 2018

Department of the Treasury  
Internal Revenue Service

▶ **Do not send to the IRS. Keep for your records.**  
▶ **Go to [www.irs.gov/Form8879EO](http://www.irs.gov/Form8879EO) for the latest information.**

Name of exempt organization	Employer identification number
<b>ALAMEDA AFFORDABLE HOUSING CORPORATION</b>	<b>30-1010896</b>

Name and title of officer  
**VANESSA COOPER**  
**EXECUTIVE DIRECTOR**

### Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a**, **2a**, **3a**, **4a**, or **5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, or **5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

<b>1a</b> Form 990 check here <input checked="" type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990, Part VIII, column (A), line 12) .....	<b>1b</b> <u>1,703,881.</u>
<b>2a</b> Form 990-EZ check here <input type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990-EZ, line 9) .....	<b>2b</b> _____
<b>3a</b> Form 1120-POL check here <input type="checkbox"/>	<b>b Total tax</b> (Form 1120-POL, line 22) .....	<b>3b</b> _____
<b>4a</b> Form 990-PF check here <input type="checkbox"/>	<b>b Tax based on investment income</b> (Form 990-PF, Part VI, line 5) .....	<b>4b</b> _____
<b>5a</b> Form 8868 check here <input type="checkbox"/>	<b>b Balance Due</b> (Form 8868, line 3c) .....	<b>5b</b> _____

### Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2018 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

**Officer's PIN: check one box only**

I authorize CITRIN COOPERMAN & COMPANY, LLP to enter my PIN 12345  
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature \_\_\_\_\_ Date \_\_\_\_\_

### Part III Certification and Authentication

**ERO's EFIN/PIN.** Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

**27254720814**  
 Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2018 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature \_\_\_\_\_ Date \_\_\_\_\_

**ERO Must Retain This Form - See Instructions**  
**Do Not Submit This Form to the IRS Unless Requested To Do So**



Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission: ALAMEDA AFFORDABLE HOUSING CORPORATION, IN PARTNERSHIP WITH THE ENTIRE COMMUNITY, ADVOCATES AND PROVIDES QUALITY, AFFORDABLE, SAFE HOUSING; ENCOURAGES SELF-SUFFICIENCY; AND STRENGTHENS COMMUNITY INCLUSIVENESS AND DIVERSITY IN HOUSING.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 951,597. including grants of \$ ) (Revenue \$ 1,703,881. ) OWN AND MANAGE AFFORDABLE HOUSING.

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe in Schedule O.) (Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 951,597.

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i> .....	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? .....		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i> .....		X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i> .....		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i> .....		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i> .....		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i> .....		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i> .....		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i> .....		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i> .....		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i> .....	X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i> .....		X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i> .....		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i> .....		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i> .....	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i> .....		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i> .....		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i> .....	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i> .....		X
14a Did the organization maintain an office, employees, or agents outside of the United States? .....		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i> .....		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i> .....		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i> .....		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> .....		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i> .....		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i> .....		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i> .....		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? .....		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i> .....		X

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question, Yes, No. Rows 22-38 covering various IRS schedule requirements.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with 3 columns: Question, Yes, No. Rows 1a, 1b, 1c regarding Form 1096 and backup withholding.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No columns. Includes questions 2a through 16 regarding employee reporting, tax returns, unrelated business income, foreign accounts, prohibited transactions, and charitable contributions.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body at the end of the tax year; 1b Enter the number of voting members included in line 1a, above, who are independent; 2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?; 3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?; 4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?; 5 Did the organization become aware during the year of a significant diversion of the organization's assets?; 6 Did the organization have members or stockholders?; 7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?; 7b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?; 8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: a The governing body? b Each committee with authority to act on behalf of the governing body?; 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates? b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?; 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? b Describe in Schedule O the process, if any, used by the organization to review this Form 990.; 12a Did the organization have a written conflict of interest policy? If "No," go to line 13 b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done; 13 Did the organization have a written whistleblower policy?; 14 Did the organization have a written document retention and destruction policy?; 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision? a The organization's CEO, Executive Director, or top management official b Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).; 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed CA
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[ ] Own website [ ] Another's website [X] Upon request [ ] Other (explain in Schedule O)
19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records
VANESSA COOPER - 510-747-4300
701 ATLANTIC AVENUE, ALAMEDA, CA 94501





Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

Table with columns (A) Total revenue, (B) Related or exempt function revenue, (C) Unrelated business revenue, (D) Revenue excluded from tax under sections 512-514. Rows include Contributions, Gifts, Grants and Other Similar Amounts; Program Service Revenue; and Other Revenue.



**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22 .....				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 .....				
4 Benefits paid to or for members .....				
5 Compensation of current officers, directors, trustees, and key employees .....				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) .....				
7 Other salaries and wages .....	185,937.	140,533.	45,404.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits .....	263,217.	120,764.	142,453.	
10 Payroll taxes .....				
11 Fees for services (non-employees):				
a Management .....				
b Legal .....	21,364.	5,251.	16,113.	
c Accounting .....	6,137.		6,137.	
d Lobbying .....				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees .....				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion .....				
13 Office expenses .....	858.	858.		
14 Information technology .....				
15 Royalties .....				
16 Occupancy .....	420,820.	420,820.		
17 Travel .....				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings .....	11,900.		11,900.	
20 Interest .....	28,751.		28,751.	
21 Payments to affiliates .....				
22 Depreciation, depletion, and amortization .....	235,088.	235,088.		
23 Insurance .....	32,369.	27,651.	4,718.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>BAD DEBTS</b>	632.	632.		
b				
c				
d				
e All other expenses _____				
<b>25 Total functional expenses.</b> Add lines 1 through 24e	<b>1,207,073.</b>	<b>951,597.</b>	<b>255,476.</b>	<b>0.</b>
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here  if following SOP 98-2 (ASC 958-720)

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)	
		Beginning of year		End of year	
<b>Assets</b>	<b>1</b> Cash - non-interest-bearing .....	563,808.	1	966,446.	
	<b>2</b> Savings and temporary cash investments .....		2		
	<b>3</b> Pledges and grants receivable, net .....		3		
	<b>4</b> Accounts receivable, net .....	5,235.	4	55,174.	
	<b>5</b> Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L .....		5		
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L .....		6		
	<b>7</b> Notes and loans receivable, net .....		7		
	<b>8</b> Inventories for sale or use .....		8		
	<b>9</b> Prepaid expenses and deferred charges .....	339.	9	39.	
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	<b>10a</b> 5,759,151.			
	<b>b</b> Less: accumulated depreciation .....	<b>10b</b> 3,108,712.	2,870,159.	<b>10c</b>	2,650,439.
	<b>11</b> Investments - publicly traded securities .....		11		
	<b>12</b> Investments - other securities. See Part IV, line 11 .....		12		
	<b>13</b> Investments - program-related. See Part IV, line 11 .....		13		
	<b>14</b> Intangible assets .....		14		
	<b>15</b> Other assets. See Part IV, line 11 .....	0.	15	137,038.	
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 34) .....	3,439,541.	16	3,809,136.		
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses .....	56,631.	17	642,726.	
	<b>18</b> Grants payable .....		18		
	<b>19</b> Deferred revenue .....	3,117.	19	152,117.	
	<b>20</b> Tax-exempt bond liabilities .....		20		
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D .....		21		
	<b>22</b> Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L .....		22		
	<b>23</b> Secured mortgages and notes payable to unrelated third parties .....	666,000.	23	666,000.	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties .....		24		
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D .....	13,208,336.	25	13,299,864.	
	<b>26 Total liabilities.</b> Add lines 17 through 25 .....	13,934,084.	26	14,760,707.	
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117 (ASC 958), check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27 through 29, and lines 33 and 34.</b>				
	<b>27</b> Unrestricted net assets .....	-10,494,543.	27	-11,051,571.	
	<b>28</b> Temporarily restricted net assets .....		28	100,000.	
	<b>29</b> Permanently restricted net assets .....		29		
	<b>Organizations that do not follow SFAS 117 (ASC 958), check here</b> <input type="checkbox"/> <b>and complete lines 30 through 34.</b>				
	<b>30</b> Capital stock or trust principal, or current funds .....		30		
	<b>31</b> Paid-in or capital surplus, or land, building, or equipment fund .....		31		
	<b>32</b> Retained earnings, endowment, accumulated income, or other funds .....		32		
<b>33</b> Total net assets or fund balances .....	-10,494,543.	33	-10,951,571.		
<b>34</b> Total liabilities and net assets/fund balances .....	3,439,541.	34	3,809,136.		

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,703,881.
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,207,073.
3	Revenue less expenses. Subtract line 2 from line 1	3	496,808.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	-10,494,543.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	-953,836.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	-10,951,571.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

- 1 Accounting method used to prepare the Form 990:  Cash  Accrual  Other \_\_\_\_\_  
 If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant? \_\_\_\_\_  
 If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant? \_\_\_\_\_  
 If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:  
 Separate basis  Consolidated basis  Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? \_\_\_\_\_  
 If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? \_\_\_\_\_
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits \_\_\_\_\_

	Yes	No
2a		X
2b	X	
2c	X	
3a		X
3b		

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.  
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**2018**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Name of the organization **ALAMEDA AFFORDABLE HOUSING CORPORATION** Employer identification number **30-1010896**

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations ..... 1

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
HOUSING AUTHORITY OF THE CITY OF ALAM	94-6003048	7	X		0.	0.
<b>Total</b>					0.	0.

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: (a) 2014, (b) 2015, (c) 2016, (d) 2017, (e) 2018, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f); 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: (a) 2014, (b) 2015, (c) 2016, (d) 2017, (e) 2018, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities, whether or not the business is regularly carried on; 10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.); 11 Total support. Add lines 7 through 10; 12 Gross receipts from related activities, etc. (see instructions); 13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 3 columns: Line number, Description, and Percentage. Rows include: 14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f)); 15 Public support percentage from 2017 Schedule A, Part II, line 14; 16a 33 1/3% support test - 2018; 16b 33 1/3% support test - 2017; 17a 10% -facts-and-circumstances test - 2018; 17b 10% -facts-and-circumstances test - 2017; 18 Private foundation.

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose .....						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513 .....						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>6 Total.</b> Add lines 1 through 5 .....						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons .....						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year .....						
<b>c</b> Add lines 7a and 7b .....						
<b>8 Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
<b>9</b> Amounts from line 6 .....						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .....						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....						
<b>c</b> Add lines 10a and 10b .....						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on .....						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)						

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f)) .....	<b>15</b>	%
<b>16</b> Public support percentage from 2017 Schedule A, Part III, line 15 .....	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2018 (line 10c, column (f), divided by line 13, column (f)) .....	<b>17</b>	%
<b>18</b> Investment income percentage from 2017 Schedule A, Part III, line 17 .....	<b>18</b>	%

**19a 33 1/3% support tests - 2018.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**b 33 1/3% support tests - 2017.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>	X	
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		X
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		X
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		X
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		X
<b>b Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		X
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		X
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		X
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		X
<b>b</b> Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		X
<b>c</b> Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		X
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		X
<b>b</b> Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		X
<b>b</b> A family member of a person described in (a) above?		X
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		X

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>	X	
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		X

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
<b>2</b> Activities Test. Answer (a) and (b) below.		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
<b>3</b> Parent of Supported Organizations. Answer (a) and (b) below.		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		



**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in <b>Part VI</b> ). See instructions.	
7 <b>Total annual distributions.</b> Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required- explain in <b>Part VI</b> ). See instructions.			
3 Excess distributions carryover, if any, to 2018			
a From 2013			
b From 2014			
c From 2015			
d From 2016			
e From 2017			
f <b>Total</b> of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2018 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
7 <b>Excess distributions carryover to 2019.</b> Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2014			
b Excess from 2015			
c Excess from 2016			
d Excess from 2017			
e Excess from 2018			

**Part VI**

**Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Lined area for supplemental information with a large diagonal watermark reading 'DRAFT-FOR DISCUSSION PURPOSES ONLY'.

**SCHEDULE D**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**  
▶ **Attach to Form 990.**

▶ **Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**

**2018**

Open to Public Inspection

Name of the organization **ALAMEDA AFFORDABLE HOUSING CORPORATION** Employer identification number **30-1010896**

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year .....		
2 Aggregate value of contributions to (during year) .....		
3 Aggregate value of grants from (during year) .....		
4 Aggregate value at end of year .....		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Part II Conservation Easements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply):

Preservation of land for public use (e.g., recreation or education)       Preservation of a historically important land area

Protection of natural habitat       Preservation of a certified historic structure

Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements .....	2a
b Total acreage restricted by conservation easements .....	2b
c Number of conservation easements on a certified historic structure included in (a) .....	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register .....	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ \_\_\_\_\_

4 Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? .....

Yes       No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \_\_\_\_\_

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ \_\_\_\_\_

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? .....

Yes       No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.** Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 .....

▶ \$ \_\_\_\_\_

(ii) Assets included in Form 990, Part X .....

▶ \$ \_\_\_\_\_

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 .....

▶ \$ \_\_\_\_\_

b Assets included in Form 990, Part X .....

▶ \$ \_\_\_\_\_

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** *(continued)*

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange programs
  - e  Other \_\_\_\_\_
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment  \_\_\_\_\_ %
  - b Permanent endowment  \_\_\_\_\_ %
  - c Temporarily restricted endowment  \_\_\_\_\_ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |   | Yes    | No |
|---|--------|----|
| (i) unrelated organizations   | 3a(i)  |    |
| (ii) related organizations  | 3a(ii) |    |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? <input type="checkbox"/> | 3b     |    |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings		5,759,151.	3,108,712.	2,650,439.
c Leasehold improvements				
d Equipment				
e Other				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				2,650,439.

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives .....		
(2) Closely-held equity interests .....		
(3) Other .....		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) DUE TO RELATED PARTY	13,125,000.
(3) DUE TO AHA	69,646.
(4) TENANT SECURITY DEPOSITS	74,935.
(5) UNEARNED REVENUE	30,283.
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	13,299,864.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total revenue, gains, and other support per audited financial statements		<b>1</b>
<b>2</b>	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
<b>a</b>	Net unrealized gains (losses) on investments	<b>2a</b>	
<b>b</b>	Donated services and use of facilities	<b>2b</b>	
<b>c</b>	Recoveries of prior year grants	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.)	<b>2d</b>	
<b>e</b>	Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>
<b>4</b>	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.)	<b>4b</b>	
<b>c</b>	Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>
<b>5</b>	Total revenue. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 12.)		<b>5</b>

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total expenses and losses per audited financial statements		<b>1</b>
<b>2</b>	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
<b>a</b>	Donated services and use of facilities	<b>2a</b>	
<b>b</b>	Prior year adjustments	<b>2b</b>	
<b>c</b>	Other losses	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.)	<b>2d</b>	
<b>e</b>	Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>
<b>4</b>	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.)	<b>4b</b>	
<b>c</b>	Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>
<b>5</b>	Total expenses. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 18.)		<b>5</b>

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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**SCHEDULE J  
(Form 990)**

**Compensation Information**

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.

▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**2018**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Name of the organization

**ALAMEDA AFFORDABLE HOUSING CORPORATION**

Employer identification number

**30-1010896**

**Part I Questions Regarding Compensation**

**1a** Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- |  |  |
|--|--|
| <input type="checkbox"/> First-class or charter travel             | <input type="checkbox"/> Housing allowance or residence for personal use   |
| <input type="checkbox"/> Travel for companions                     | <input type="checkbox"/> Payments for business use of personal residence   |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees     |
| <input type="checkbox"/> Discretionary spending account            | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

**b** If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

**2** Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

**3** Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- |  |  |
|--|--|
| <input type="checkbox"/> Compensation committee              | <input type="checkbox"/> Written employment contract                     |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study                    |
| <input type="checkbox"/> Form 990 of other organizations     | <input type="checkbox"/> Approval by the board or compensation committee |

**4** During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment?
- b** Participate in, or receive payment from, a supplemental nonqualified retirement plan?
- c** Participate in, or receive payment from, an equity-based compensation arrangement?
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

**Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.**

**5** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 5a or 5b, describe in Part III.

**6** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 6a or 6b, describe in Part III.

**7** For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

**8** Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

**9** If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

Yes No

1b

2

4a

4b

4c

5a

5b

6a

6b

7

8

9

X

X

X

X

X

X

X

X

X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2018







**SCHEDULE O**  
**(Form 990 or 990-EZ)****Supplemental Information to Form 990 or 990-EZ**Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.**2018**Open to Public  
InspectionDepartment of the Treasury  
Internal Revenue Service

Name of the organization

ALAMEDA AFFORDABLE HOUSING CORPORATION

Employer identification number

30-1010896

FORM 990, PART VI, SECTION A, LINE 3:

MOST OF THE MANAGEMENT ACTIVITIES ARE PERFORMED BY THE HOUSING AUTHORITY OF  
THE CITY OF ALAMEDA, A RELATED ORGANIZATION.

FORM 990, PART VI, SECTION A, LINE 8B:

THERE ARE NO COMMITTEES.

FORM 990, PART VI, SECTION B, LINE 11B:

THE 990 IS REVIEWED BY THE ACCOUNTING AND FINANCE STAFF OF THE HOUSING  
AUTHORITY OF THE CITY OF ALAMEDA, BEFORE BEING SENT TO THE BOARD FOR FINAL  
REVIEW AND ACCEPTANCE.

FORM 990, PART VI, SECTION B, LINE 12C:

ANNUAL CONFLICT OF INTEREST STATEMENTS ARE REQUESTED FROM THE BOARD  
MEMBERS.

FORM 990, PART VI, SECTION C, LINE 19:

ON THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA'S WEBSITE.

FORM 990, PART XI, LINE 9, CHANGES IN NET ASSETS:

OPERATING TRANSFERS FROM/TO COMPONENT UNIT	-938,553.
PRIOR YEAR INCOME	-27,184.
PRIOR PERIOD ADJUSTMENT	11,901.
TOTAL TO FORM 990, PART XI, LINE 9	-953,836.

FORM 990 PART XII LINE 2C

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2018)

Name of the organization <b>ALAMEDA AFFORDABLE HOUSING CORPORATION</b>	Employer identification number <b>30-1010896</b>
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NO THE ORGANIZATION HADN'T CHANGED EITHER ITS OVERSIGHT PROCESS OR  
SELECTION PROCESS THROUGHOUT THE YEAR.

DRAFT-FOR DISCUSSION ONLY

**SCHEDULE R**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Related Organizations and Unrelated Partnerships**

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.  
▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2018**

Open to Public  
Inspection

Name of the organization

**ALAMEDA AFFORDABLE HOUSING CORPORATION**

Employer identification number  
**30-1010896**

**Part I Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

**Part II Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
HOUSING AUTHORITY OF THE CITY OF ALAMEDA - 94-6003048, 701 ATLANTIC AVENUE, ALAMEDA, CA 94501	TO PROVIDE FEDERALLY-FUNDED PUBLIC HOUSING PROGRAMS AND	CALIFORNIA	STATE GOVERNMENTAL				X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.  
**SEE PART VII FOR CONTINUATIONS**



**Part V Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

**Note:** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

**1** During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

	Yes	No
<b>a</b> Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
<b>b</b> Gift, grant, or capital contribution to related organization(s)		X
<b>c</b> Gift, grant, or capital contribution from related organization(s)		X
<b>d</b> Loans or loan guarantees to or for related organization(s)		X
<b>e</b> Loans or loan guarantees by related organization(s)	X	
<b>f</b> Dividends from related organization(s)		X
<b>g</b> Sale of assets to related organization(s)		X
<b>h</b> Purchase of assets from related organization(s)		X
<b>i</b> Exchange of assets with related organization(s)		X
<b>j</b> Lease of facilities, equipment, or other assets to related organization(s)		X
<b>k</b> Lease of facilities, equipment, or other assets from related organization(s)		X
<b>l</b> Performance of services or membership or fundraising solicitations for related organization(s)		X
<b>m</b> Performance of services or membership or fundraising solicitations by related organization(s)		X
<b>n</b> Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	X	
<b>o</b> Sharing of paid employees with related organization(s)	X	
<b>p</b> Reimbursement paid to related organization(s) for expenses		X
<b>q</b> Reimbursement paid by related organization(s) for expenses		X
<b>r</b> Other transfer of cash or property to related organization(s)		X
<b>s</b> Other transfer of cash or property from related organization(s)		X

**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)	HOUSING AUTHORITY OF THE CITY OF ALAMEDA	E	69,646.FMV	
(2)	HOUSING AUTHORITY OF THE CITY OF ALAMEDA	O	449,154.FMV	
(3)				
(4)				
(5)				
(6)				





**Part VII** Supplemental Information.

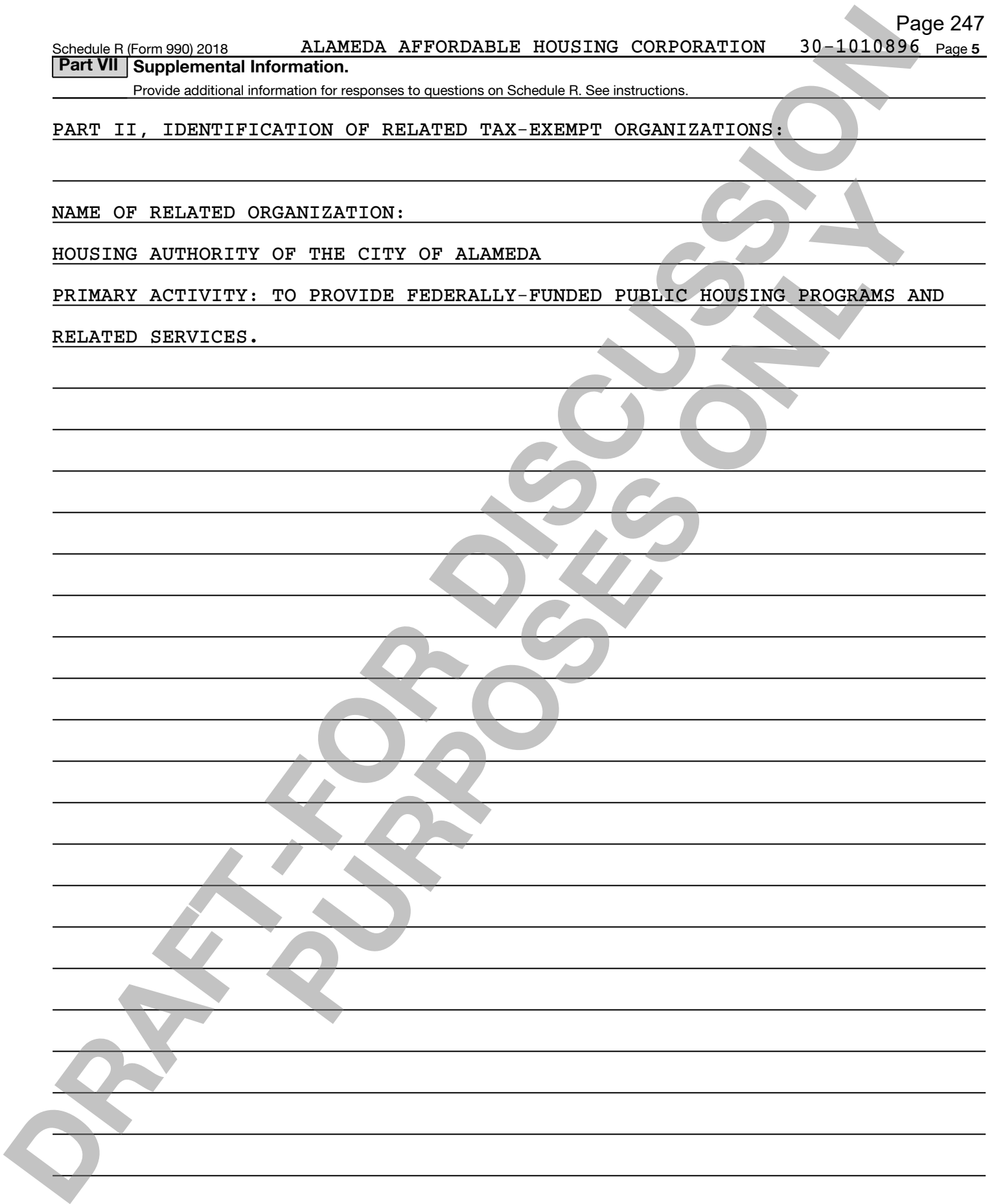
Provide additional information for responses to questions on Schedule R. See instructions.

**PART II, IDENTIFICATION OF RELATED TAX-EXEMPT ORGANIZATIONS:**

**NAME OF RELATED ORGANIZATION:**

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

**PRIMARY ACTIVITY:** TO PROVIDE FEDERALLY-FUNDED PUBLIC HOUSING PROGRAMS AND RELATED SERVICES.



Form **8868**  
(Rev. January 2019)

# Application for Automatic Extension of Time To File an Exempt Organization Return

OMB No. 1545-1709

Department of the Treasury  
Internal Revenue Service

▶ **File a separate application for each return.**  
▶ **Go to [www.irs.gov/Form8868](http://www.irs.gov/Form8868) for the latest information.**

**Electronic filing (e-file).** You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit [www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits](http://www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits).

**Automatic 6-Month Extension of Time.** Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

<b>Type or print</b>  <small>File by the due date for filing your return. See instructions.</small>	Name of exempt organization or other filer, see instructions. <b>ALAMEDA AFFORDABLE HOUSING CORPORATION</b>	<b>Enter filer's identifying number</b> Employer identification number (EIN) or <b>30-1010896</b>
	Number, street, and room or suite no. If a P.O. box, see instructions. <b>701 ATLANTIC AVENUE</b>	Social security number (SSN)
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>ALAMEDA, CA 94501</b>	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 | 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

**VANESSA COOPER**

- The books are in the care of ▶ **701 ATLANTIC AVENUE - ALAMEDA, CA 94501**  
Telephone No. ▶ **510-747-4300** Fax No. ▶ \_\_\_\_\_
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) \_\_\_\_\_. If this is for the whole group, check this box . If it is for part of the group, check this box  and attach a list with the names and EINs of all members the extension is for.

**1** I request an automatic 6-month extension of time until **MAY 15, 2020**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:  
 ▶  calendar year \_\_\_\_\_ or  
 ▶  tax year beginning **JUL 1, 2018**, and ending **JUN 30, 2019**.

**2** If the tax year entered in line 1 is for less than 12 months, check reason:  Initial return  Final return  
 Change in accounting period

<b>3a</b> If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	<b>3a</b>	\$	0.
<b>b</b> If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	<b>3b</b>	\$	0.
<b>c Balance due.</b> Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	<b>3c</b>	\$	0.

**Caution:** If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.**

Form **8868** (Rev. 1-2019)

**TAX RETURN FILING INSTRUCTIONS**

CALIFORNIA FORM 199

**FOR THE YEAR ENDING**

June 30, 2019

**Prepared For:**

Alameda Affordable Housing Corporation  
701 Atlantic Avenue  
Alameda, CA 94501

**Prepared By:**

Citrin Cooperman & Company, LLP  
2 Bethesda Metro Center, 11th Floor  
Bethesda, MD 20814

**To be Signed and Dated By:**

Not applicable

**Amount of Tax:**

Total tax	\$	10
Less: payments and credits	\$	0
Plus: other amount	\$	0
Plus: interest and penalties	\$	0
Balance due	\$	10

**Overpayment:**

Credited to your estimated tax	\$	0
Other amount	\$	0
Refunded to you	\$	0

**Make Check Payable To:**

Franchise Tax Board

**Mail Tax Return and Check (if applicable) To:**

This return has been prepared for electronic filing. If you wish to have it transmitted electronically to the FTB, please sign, date and return Form 8453-EO to our office. We will then submit the electronic return to the FTB. Do not mail the paper copy of the return to the FTB.

**Return Must be Mailed On or Before:**

Not applicable

**Special Instructions:**

Your payment should be made as instructed below as soon as possible.

Separately mail California Form FTB 3586 with a check or money order for \$10, payable to Franchise Tax Board.

Mail to:

Franchise Tax Board  
PO BOX 942857  
Sacramento CA 94257-0531

DRAFT-FOR DISCUSSION  
PURPOSES ONLY

# TAX RETURN FILING INSTRUCTIONS

CALIFORNIA FORM RRF-1

**FOR THE YEAR ENDING**

June 30, 2019

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**Prepared For:**

Alameda Affordable Housing Corporation  
701 Atlantic Avenue  
Alameda, CA 94501

---

**Prepared By:**

Citrin Cooperman & Company, LLP  
2 Bethesda Metro Center, 11th Floor  
Bethesda, MD 20814

---

**Amount of Tax:**

Balance due of \$150

---

**Make Check Payable To:**

Department of Justice

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**Mail Tax Return To:**

Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470

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**Return Must Be Mailed On Or Before:**

Please mail as soon as possible.

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**Special Instructions:**

The report should be signed and dated by an authorized individual(s).

DRAFT FOR DISCUSSION ONLY  
DRAFT FOR PURPOSES ONLY

TAXABLE YEAR

2018

California Exempt Organization Annual Information Return

Calendar Year 2018 or fiscal year beginning (mm/dd/yyyy) 07/01/2018, and ending (mm/dd/yyyy) 06/30/2019

Corporation/Organization name: ALAMEDA AFFORDABLE HOUSING CORPORATION
California corporation number: 4080353
FEIN: 30-1010896
Street address: 701 ATLANTIC AVENUE
City: ALAMEDA
State: CA
ZIP code: 94501

A First Return [X] Yes [ ] No
B Amended Return [ ] Yes [X] No
C IRC Section 4947(a)(1) trust [ ] Yes [X] No
D Final Information Return? [ ] Dissolved [ ] Surrendered [ ] Merged/Reorganized
E Check accounting method: (1) [ ] Cash (2) [X] Accrual (3) [ ] Other
F Federal return filed? (1) [ ] 990T (2) [ ] 990PF (3) [ ] Sch H (990) (4) [X] Other 990 series
G Is this a group filing? [ ] Yes [X] No
H Is this organization in a group exemption? [ ] Yes [X] No
I Did the organization have any changes to its guidelines not reported to the FTB? [ ] Yes [X] No
J If exempt under R&TC Section 23701d, has the organization engaged in political activities? [ ] Yes [X] No
K Is the organization exempt under R&TC Section 23701g? [ ] Yes [X] No
L If organization is a public charity exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required [ ]
M Is the organization a Limited Liability Company? [ ] Yes [X] No
N Did the organization file Form 100 or Form 109 to report taxable income? [ ] Yes [X] No
O Is the organization under audit by the IRS or has the IRS audited in a prior year? [ ] Yes [X] No
P Is federal Form 1023/1024 pending? [ ] Yes [X] No

Part I Complete Part I unless not required to file this form. See General Information B and C.

Table with 4 columns: Description, Line number, Amount, and Balance. Rows include Receipts and Revenues (Total gross receipts: 1,703,881), Expenses (Total expenses: 1,207,073), and Filing Fee (Total due: 10).

Sign Here: Signature of officer EXECUTIVE DIRE, Date
Preparer's signature: CITRIN COOPERMAN & COMPANY, LLP, 2 BETHESDA METRO CENTER, 11TH FLOOR, BETHESDA, MD 20814
Firm's FEIN: 22-2428965
Telephone: (301) 654-9000
May the FTB discuss this return with the preparer shown above? [X] Yes [ ] No

**Part II** Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

<b>Receipts from Other Sources</b>	1	Gross sales or receipts from all business activities. See instructions	•	1	00
	2	Interest	•	2	00
	3	Dividends	•	3	00
	4	Gross rents	•	4	00
	5	Gross royalties	•	5	00
	6	Gross amount received from sale of assets (See Instructions)	•	6	00
	7	Other income	•	7	1,703,881 00
	8	<b>Total</b> gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	•	8	1,703,881 00
	9	Contributions, gifts, grants, and similar amounts paid	•	9	00
	10	Disbursements to or for members	•	10	00
	11	Compensation of officers, directors, and trustees	•	11	0 00
	12	Other salaries and wages	•	12	185,937 00
	13	Interest	•	13	28,751 00
	14	Taxes	•	14	00
	15	Rents	•	15	420,820 00
	16	Depreciation and depletion (See instructions)	•	16	235,088 00
	17	Other Expenses and Disbursements	•	17	336,477 00
	18	<b>Total</b> expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	•	18	1,207,073 00

<b>Schedule L Balance Sheet</b>	Beginning of taxable year		End of taxable year	
	(a)	(b)	(c)	(d)
<b>Assets</b>				
1 Cash		563,808	•	966,446
2 Net accounts receivable		5,235	•	55,174
3 Net notes receivable			•	
4 Inventories			•	
5 Federal and state government obligations			•	
6 Investments in other bonds			•	
7 Investments in stock			•	
8 Mortgage loans			•	
9 Other investments			•	
10 a Depreciable assets	5,743,782		5,759,151	
b Less accumulated depreciation	(2,873,623)	2,870,159	(3,108,712)	2,650,439
11 Land			•	
12 Other assets	STMT 4	339	•	137,077
13 <b>Total assets</b>		3,439,541		3,809,136
<b>Liabilities and net worth</b>				
14 Accounts payable		56,631	•	642,726
15 Contributions, gifts, or grants payable			•	
16 Bonds and notes payable			•	
17 Mortgages payable		666,000	•	666,000
18 Other liabilities	STMT 5	13,211,453		13,451,981
19 Capital stock or principal fund			•	
20 Paid-in or capital surplus. Attach reconciliation			•	
21 Retained earnings or income fund		-10,494,543	•	-10,951,571
22 <b>Total liabilities and net worth</b>		3,439,541		3,809,136

<b>Schedule M-1 Reconciliation of income per books with income per return</b>			
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.			
1	Net income per books	•	496,808
2	Federal income tax	•	
3	Excess of capital losses over capital gains	•	
4	Income not recorded on books this year	•	
5	Expenses recorded on books this year not deducted in this return	•	
6	<b>Total.</b> Add line 1 through line 5		496,808
7	Income recorded on books this year not included in this return	•	
8	Deductions in this return not charged against book income this year	•	
9	<b>Total.</b> Add line 7 and line 8		
10	<b>Net income per return.</b> Subtract line 9 from line 6		496,808

CA 199

OTHER INCOME

STATEMENT 1

DESCRIPTION

AMOUNT

TENANT RENTS AND SUBSIDY

1,703,881.

TOTAL TO FORM 199, PART II, LINE 7

1,703,881.

DRAFT-FOR DISCUSSION ONLY



## CA 199 COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES STATEMENT 2

NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
ART KURRASCH 701 ATLANTIC AVENUE ALAMEDA, CA 94501	PRESIDENT 1.00	0.
KENJI TAMAOKI 701 ATLANTIC AVENUE ALAMEDA, CA 94501	VICE PRESIDENT 1.00	0.
CARLY GROB 701 ATLANTIC AVENUE ALAMEDA, CA 94501	DIRECTOR 1.00	0.
BACHIR HADID 701 ATLANTIC AVENUE ALAMEDA, CA 94501	DIRECTOR 1.00	0.
BRAD WEINBERG 701 ATLANTIC AVENUE ALAMEDA, CA 94501	DIRECTOR 1.00	0.
STUART RICKARD 701 ATLANTIC AVENUE ALAMEDA, CA 94501	DIRECTOR 1.00	0.
SANDRA KAY 701 ATLANTIC AVENUE ALAMEDA, CA 94501	DIRECTOR 1.00	0.
VANESSA COOPER 701 ATLANTIC AVENUE ALAMEDA, CA 94501	SECRETARY/EXECUTIVE DIRECT 8.00	0.
TOTAL TO FORM 199, PART II, LINE 11		0.

CA 199

OTHER EXPENSES

STATEMENT 3

DESCRIPTION	AMOUNT
BAD DEBTS	632.
OTHER EMPLOYEE BENEFITS	263,217.
LEGAL FEES	21,364.
ACCOUNTING FEES	6,137.
OFFICE EXPENSES	858.
CONFERENCES AND CONVENTIONS	11,900.
INSURANCE	32,369.
TOTAL TO FORM 199, PART II, LINE 17	336,477.

CA 199

OTHER ASSETS

STATEMENT 4

DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES	339.	39.
CONSTRUCTION IN PROGRESS	0.	7,740.
OTHER ASSETS	0.	8,841.
DEFERRED OUTFLOW OF RESOURCES	0.	120,457.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	339.	137,077.

CA 199

OTHER LIABILITIES

STATEMENT 5

DESCRIPTION	BEG. OF YEAR	END OF YEAR
DUE TO RELATED PARTY	13,125,000.	13,125,000.
DUE TO AHA	16,981.	69,646.
TENANT SECURITY DEPOSITS	66,355.	74,935.
UNEARNED REVENUE	0.	30,283.
DEFERRED REVENUE	3,117.	152,117.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	13,211,453.	13,451,981.

**Voucher at bottom of page.**

**DO NOT MAIL A PAPER COPY OF THE CORPORATE OR EXEMPT ORGANIZATION TAX RETURN WITH THE PAYMENT VOUCHER.**  
 If the amount of payment is zero, do not mail this voucher.

**WHERE TO FILE:** Using black or blue ink, make check or money order payable to the "Franchise Tax Board." Write the corporation number, FEIN, CA SOS file number and "2018 FTB 3586" on the check or money order. Detach voucher below. Enclose, but **do not** staple, payment with voucher and mail to:  
**FRANCHISE TAX BOARD  
 PO BOX 942857  
 SACRAMENTO CA 94257-0531**  
 Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution.

**WHEN TO FILE:**  
**Corporations - File and Pay by the 15th day of the 4th month following the close of the taxable year.**  
**S corporations - File and Pay by the 15th day of the 3rd month following the close of the taxable year.**  
**Exempt organizations - File and Pay by the 15th day of the 5th month following the close of the taxable year.**  
 When the due date falls on a weekend or holiday, the deadline to file and pay without penalty is extended to the next business day.

**ONLINE SERVICES:** Corporations can make payments online using Web Pay for Businesses. Corporations can make an immediate payment or schedule payments up to a year in advance. Go to [ftb.ca.gov/pay](http://ftb.ca.gov/pay) for more information.

839035 12-12-18

----- DETACH HERE ----- IF NO PAYMENT IS DUE, DO NOT MAIL THIS VOUCHER ----- DETACH HERE -----

**CAUTION:** You may be required to pay electronically, see instructions.

**TAXABLE YEAR 2018 Payment Voucher for Corporations and Exempt Organizations e-filed Returns**

**CALIFORNIA FORM 3586 (e-file)**

0000000 ALAM 30-1010896 4080353 18 FORM 3  
 TYB 07-01-2018 TYE 06-30-2019  
 ALAMEDA AFFORDABLE HOUSING CORPORATION

701 ATLANTIC AVENUE  
 ALAMEDA CA 94501

(510) 747-4300

Amount of Payment 10.

022  
Date Accepted \_\_\_\_\_

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR  
**2018**

**California e-file Return Authorization for Exempt Organizations**

FORM  
**8453-EO**

Exempt Organization name	Identifying number
<b>ALAMEDA AFFORDABLE HOUSING CORPORATION</b>	<b>30-1010896</b>

**Part I Electronic Return Information** (whole dollars only)

<b>1</b> Total gross receipts (Form 199, line 4)	<b>1</b>	<b>1,703,881</b>
<b>2</b> Total gross income (Form 199, line 8)	<b>2</b>	<b>1,703,881</b>
<b>3</b> Total expenses and disbursements (Form 199, line 9)	<b>3</b>	<b>1,207,073</b>

**Part II Settle Your Account Electronically for Taxable Year 2018**

<b>4</b> <input type="checkbox"/> Electronic funds withdrawal	<b>4a</b> Amount	<b>4b</b> Withdrawal date (mm/dd/yyyy)
---	------------------	--

**Part III Banking Information** (Have you verified the exempt organization's banking information?)

<b>5</b> Routing number _____
<b>6</b> Account number _____
<b>7</b> Type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings

**Part IV Declaration of Officer**

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2018 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

**Sign Here**      Signature of officer \_\_\_\_\_      Date \_\_\_\_\_      Title **EXECUTIVE DIRECTOR**

**Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer:**

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2018 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

<b>ERO</b> ERO's signature	Date	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN <b>P01389483</b>
<b>Must Sign</b> Firm's name (or yours if self-employed) and address	<b>CITRIN COOPERMAN &amp; COMPANY, LLP</b> <b>2 BETHESDA METRO CENTER, 11TH FLOOR</b> <b>BETHESDA, MD</b>			FEIN <b>22-2428965</b> ZIP code <b>20814</b>

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

<b>Paid Preparer</b> Paid preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN
<b>Must Sign</b> Firm's name (or yours if self-employed) and address	FEIN ZIP code		

For Privacy Notice, get FTB 1131 ENG/SP.

FTB 8453-EO 2018

STATE OF CALIFORNIA  
 RRF-1  
 (Rev. 09/2017)  
 MAIL TO:  
 Registry of Charitable Trusts  
 P.O. Box 903447  
 Sacramento, CA 94203-4470  
 STREET ADDRESS:  
 1300 I Street  
 Sacramento, CA 95814  
 (916)210-6400  
 WEBSITE ADDRESS:  
 www.oag.ca.gov/charities

**ANNUAL REGISTRATION RENEWAL FEE REPORT  
 TO ATTORNEY GENERAL OF CALIFORNIA**

Section 12586 and 12587, California Government Code  
 11 Cal. Code Regs. section 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties. Revenue & Taxation Code section 23703; Government Code section 12586.1. IRS extensions will be honored.

(For Registry Use Only)

**ALAMEDA AFFORDABLE HOUSING CORPORATION**  
 Name of Organization

List all DBAs and names the organization uses or has used

**701 ATLANTIC AVENUE**  
 Address (Number and Street)

**ALAMEDA, CA 94501**  
 City or Town, State, and ZIP Code

**510-747-4300**  
 Telephone Number

E-mail Address

Check if:

- Change of address  
 Amended report

State Charity Registration Number **CT0258934**

Corporation or Organization No. **4080353**

Federal Employer ID No. **30-1010896**

**ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311, and 312)**  
 Make Check Payable to Department of Justice

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between \$100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

**PART A - ACTIVITIES**

For your most recent full accounting period (beginning 07/01/2018 ending 06/30/2019) list:

Gross Annual Revenue \$ 1,703,881 Noncash Contributions \$ 0 Total Assets \$ 3,809,136  
 Program Expenses \$ 951,597 Total Expenses \$ 1,207,073

**PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT**

**Note: All questions must be answered. If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.**

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof, either directly or with an entity in which any such officer, director or trustee had any financial interest?		X
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?		X
3. During this reporting period, were any organization funds used to pay any penalty, fine or judgment?		X
4. During this reporting period, were the services of a commercial fundraiser, fundraising counsel for charitable purposes, or commercial coventurer used?		X
5. During this reporting period, did the organization receive any governmental funding?		X
6. During this reporting period, did the organization hold a raffle for charitable purposes?		X
7. Does the organization conduct a vehicle donation program?		X
8. Did the organization conduct an independent audit and prepare audited financial statements in accordance with generally accepted accounting principles for this reporting period?	X	
9. At the end of this reporting period, did the organization hold restricted net assets, while reporting negative unrestricted net assets?		X

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete, and I am authorized to sign.

**VANESSA COOPER**

**EXECUTIVE DIRECTOR**

Signature of Authorized Agent

Printed Name

Title

Date

ALAMEDA AFFORDABLE HOUSING CORPORATION

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To: Board of Directors

From: Louie So, Director of Finance

Date: June 24, 2020

Re: Approve the AAHC One-Year Operating and Capital Budget for Fiscal Year July 1, 2020 to June 30, 2021

**BACKGROUND**

Alameda Affordable Housing Corporation (AAHC) adopts its annual budget in the last quarter of each fiscal year, along with the annual budget for the Housing Authority of the City of Alameda (AHA). The AAHC budget only includes the property budgets for the five properties owned by AAHC – Anne B. Diament, China Clipper, Stanford House, Lincoln-Willow Apartments, and Independence Plaza.

**DISCUSSION**

Due to the current health situation, an abridged budget process has been utilized as discussed in the Housing Authority of the City of Alameda’s Board of Commissioners meeting on May 20, 2020. The AHA and AAHC combined budget went to the AHA Board of Commissioners under Agenda item 9-E for approval. A description of the budgeting method and key highlights can be found in that agenda item.

The attached table shows the proposed budget for the fiscal year July 1, 2019 to June 30, 2020 for the five properties owned by AAHC – Anne B. Diament, China Clipper, Stanford House, Lincoln-Willow Apartments and Independence Plaza on a consolidated basis. Anne B. Diament, Stanford House and Lincoln-Willow apartments will be transferred to third party management (The John Stewart Company) on July 1, 2020.

**FISCAL IMPACT**

The operating budget for FY 2020-21 reflects an operating surplus of \$904,364 to be paid to AHA. Operating surplus will be utilized for residual receipts payments for the acquisition loan, per property transfer documents between AHA and AAHC. As discussed in Agenda item 9-E, Attachment C, Capital Improvement Project (CIP) FY 2020-21 Budget, capital projects planned include work on Anne B. Diament (44 balcony repairs - \$100,000) and Independence Plaza (Exterior renovations and 125 balcony repairs - \$150,000 and \$250,000, respectively). These projects will be funded by



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reserves.

**RECOMMENDATION**

Approve the AAHC One-Year Operating and Capital Budget for Fiscal Year July 1, 2020 to June 30, 2021.

Respectfully submitted,

DocuSigned by:  
**Louie So**  
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**Louie So**  
Director of Finance

Exhibit A: Summary of the FY 2020-21 Budget



1                      2                      3                      4

**Alameda Affordable Housing Corporation**  
**Attachment A: Summary FY2020-2021 Budget**

	A FY20-21 Budget	B FY19-20 Budget	A less: B (FY20-21 Budget versus FY19- 20 Budget)	
			\$	%
1 Rental Income and HAP subsidy Tax Increment Payment - City of	3,240,893	1,847,065	1,393,828	75%
2 Alameda for Independence Plaza	1,533,325	-	1,533,325	N/A
3 Operating Income	<b>4,774,218</b>	<b>1,915,421</b>	<b>2,858,797</b>	<b>149%</b>
4 Operating Expenses	<b>3,869,854</b>	<b>1,411,246</b>	<b>2,458,608</b>	<b>174%</b>
5 Net Operating Income (Cash Flow)	<b>904,364</b>	<b>504,175</b>	<b>400,189</b>	<b>79%</b>
6 Less: Depreciation	1,008,866	235,656	773,210	328%
7 Net Income After Depreciation	<b>(104,502)</b>	<b>268,519</b>	<b>(373,021)</b>	<b>-139%</b>