

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 5 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**                    **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

**DATE & TIME**            **Wednesday, March 18, 2020 –**

**Regular Meeting – 7:00 p.m.**

**LOCATION**                    Independence Plaza, 703 Atlantic Avenue, Alameda, CA

Welcome to the Board of Commissioners of the Housing Authority of the City of Alameda meeting. Regular Board of Commissioners meetings are held on the third Wednesday of each month in the Ruth Rambeau Memorial Community Room at Independence Plaza.

Due to temporary changes in the Brown Act, a call in number is available for this meeting.

Call In:                    888-204-5987

Pin Code:                8876253

There is no cost to participate in the call except your usual phone charges. For the public, if you choose to call in, please place your phone on mute to listen in. Public comment will be called by the Chair and at that time you may speak. Commissioners who intend to call in should notify Valerie Mondo at least 2 business days in advance [vmondo@alamedahsg.org](mailto:vmondo@alamedahsg.org).

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. CONSENT CALENDAR
  - Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.
- 3-A. Approve Minutes of the Board of Commissioners Meeting held February 19, 2020 – **Page 1**
- 3-B. Accept the Monthly Overview Report for Operations/H.R./I.T. – **Page 5**
- 3-C. Accept the Monthly Overview Report for the Housing Programs Department – **Page 9**
- 3-D. Accept the Monthly Overview Report for the Alameda Rent Program – **Page 12**
- 3-E. Accept the Monthly Overview Report for Property Operations – **Page 15**
- 3-F. Accept the Monthly Overview Report for Housing & Community Development – **Page 22**
- 3-G. Accept Proposed Revisions to the Housing Authority Information Technology Policy – **Page 30**
- 3-H. Authorize the Executive Director to Negotiate an Increase to the Contract Between the Alameda Housing Authority and Nan MacKay and Associates in the Amount of a Total Not to Exceed \$250,000 – **Page 51**
- 3-I. Accept the Finance and Budget Variance Report for January 31, 2020 – **Page 68**
- 3-J. Authorize the Executive Director to Approve a Third Amendment to the Maintenance Service Agreement Between the Alameda Housing Authority (AHA) and Nova Commercial Janitorial, Inc. (Nova) to Increase the Contract to \$450,000 – **Page 84**
- 3-K. Authorize the Executive Director to Approve a Third Amendment to the Maintenance Service Agreement Between the Alameda Housing Authority (AHA) and Bay Area Contract Carpets, Inc., to Increase the Contract to \$1,150,000 – **Page 87**
- 3-L. Accept the Monthly Update Regarding AHA Accountability – **Page 90**
- 3-M. Accept an update on Revised Procurement Policy and Procedures for the Housing Authority of the City of Alameda – **Page 92**
4. AGENDA
- 4-A. Public Hearing to Hear Comments on Housing Authority Annual Plan for Fiscal Year Starting July 1, 2020 – **Page 94**
- 4-B. Adopt the Annual Plan for Fiscal Year Starting July 1, 2020 and Authorize the Chair to Certify, By Resolution, that Board of Commissioners has Approved Submission of the Agency Plan to HUD – **Page 108**
- 4-C. Public Hearing to Hear Comments on Housing Authority 5-Year Plan for Fiscal Years Starting July 1, 2020 through 2025 – **Page 113**



- 4-D. Adopt the 5-Year Plan for Fiscal Year Starting July 1, 2020 and Authorize the Chair to Certify, By Resolution, that Board of Commissioners has Approved Submission of the Agency Plan to HUD – **Page 150**
- 4-E. Accept the Audit Report for Fiscal Year Ending June 30, 2019 and Authorize the Executive Director to Approve and Finalize Minor Changes to the June 30, 2019 Audit Report – **Page 152**
- 4-F. Accept the Monthly Development Report for North Housing; Approve a \$130,000 Loan Amendment to Island City Development for Predevelopment at the North Housing Site; and Authorize Executive Director, or Designee, to Negotiate and Execute the Loan Documents – **Page 243**
- 4-G. Adopt a Resolution Authorizing Submission of Funding Applications for the North Housing Project – **Page 247**
- 4-H. Accept the Monthly Development Report for Rosefield Village and Approve a \$500,000 Loan Amendment to Island City Development for Predevelopment Work at Rosefield Village and Authorize Executive Director or designee to Negotiate and Execute the Loan Documents – **Page 251**
- 4-I. Report to the Board of Commissioners on the Compensation Study of Non-Exempt Positions and Adopt the Corresponding Resolution to Adopt a Revised Pay Schedule – **Page 254**
- 4-J. Adopt a Resolution Making Minor Changes to the Bylaws of the Housing Authority of the City of Alameda Including an Amendment to the Time Allowed for Public Speaking from 5 Minutes to 3 Minutes Per Speaker Per Item – **Page 261**
- 4-K. Approve Granting Executive Director or in her absence, her Designee, Emergency Powers to Ensure Critical Decisions Regarding Operations, Tenant and Employee Safety, and HUD or other Compliance Issues, are Made in a Timely and Proactive Manner during the Local Public Health Emergency – **Page 274**
5. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
6. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
7. ADJOURNMENT

\* \* \*

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 [ymondo@alamedahsg.org](mailto:ymondo@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 February 19, 2020**

The Board of Commissioners Meeting began at 7:02 p.m.

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners

Present: Chair Kurrasch, Commissioner Grob, Commissioner Hadid, Commissioner Kay, and Commissioner Weinberg

Absent: Vice Chair Tamaoki and Commissioner Rickard

2. Public Comment (Non-Agenda)

None.

3. Closed Session – 6:15 p.m. – Adjournment to Closed Session to Consider:

3-A. Closed Session: Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiators. Property: Assessor’s Parcel Number 74-1366-9; Authority Negotiators: Vanessa Cooper and Kathleen Mertz; Negotiating Parties: Pulte Group; Under Negotiation: Price and Terms of Payment.

CLOSED SESSION WAS CANCELED

4. Adjournment of Closed Session

5. RECONVENE REGULAR MEETING – 7:02 p.m.

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

None.

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 Grob moved to accept the motion and Commissioner Kay seconded the motion. The motion passed unanimously:

Yes:           5           Chair Kurrasch, Commissioner Grob, Commissioner Hadid,  
Commissioner Kay, and Commissioner Weinberg

Absent:        2           Vice Chair Tamaoki and Commissioner Rickard

- \*8-A. Approve Minutes of the Board of Commissioners Meeting held January 15, 2020
- \*8-B. Accept the Monthly Overview Report for Operations, H.R., and I.T., Approve a Contract Extension of Nine Months for the Office Supplies Contract, and Approve the Ongoing Use of Yardi and Laserfiche Subject to Available Budget
- \*8-C. Accept the Monthly Overview Report for the Housing Programs Department
- \*8-D. Accept the Monthly Overview Report for the 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. Approve Purchase of Defaulted or Resale BMR Homeownership Units, Authorize Executive Director, or designee, to Negotiate Price and Terms up to the Affordable Sales Price Plus Related Legal Costs and Fees, and Approve Assignment of the Purchase Rights to Alameda Affordable Housing Corporation
- \*8-J. Accept the Finance and Budget Variance Report for December 31, 2019
- \*8-K. Accept the Quarterly Investment Report for Period Ending December 31, 2019
- \*8-L. Accept an update on the City Council Referral from October 15, 2019

9. AGENDA

- 9-A. Provide Feedback on the Real Estate Development Business Plan

Ms. Kathleen Mertz, Director of Housing and Community Development, announced that California Debt Limit Allocation Committee (CDLAC) funds were awarded last week for Rosefield Village. Ms. Mertz gave a presentation about the Real Estate Development Business Plan. A dialogue ensued about Housing and Community Development (HCD) and Island City Development's (ICD) future income and cash flow. Mertz explained the chart before the Board.



Ms. Mertz explained the three future options before the Board for discussion and commented on past development plans for Littlejohn Commons and Everett Commons as examples of what was done in the past. Commissioner Hadid asked how money from ICD going to AHA will effect AHA and Ms. Vanessa Cooper, Executive Director, explained the process of incoming funds and explained the differences between AHA and ICD. Ms. Cooper commented that the two Commissioners not in attendance have expressed interest in this topic as well, so AHA will outreach to them for feedback.

Commissioner Weinberg commented on the importance of keeping funding flexibility for AHA and Commissioner Hadid agreed that flexibility is important. Ms. Cooper explained that AHA staff will come back before the Board with a reserve policy in due course.

A vote was not taken as this was not an actionable item.

9-B. Adopt Authorizing Resolution for the Real Property Transfer of Independence Plaza to Alameda Affordable Housing Corporation and Authorize Executive Director, or Designee, to Negotiate and Execute Related Documents

Ms. Cooper introduced Ms. Candace Latigue, Asset Manager, who presented the details of the transfer of Independence Plaza (IP) to Alameda Affordable Housing Corporation (AAHC). Ms. Latigue explained the memorandum and resolution before the Board.

Ms. Tonya Schuler – Cummins, Senior Management Analyst, spoke briefly on the Project Based Voucher approvals and lottery at Independence Plaza which staff is currently working through. Commissioner Weinberg asked for clarification on the appraisal value of IP. A discussion ensued between Commissioner Weinberg, Ms. Mertz, and Ms. Jhaila R. Brown, Attorney at Goldfarb & Lipman LLC.

Commissioner Hadid asked for clarification about replacement reserves and Ms. Latigue and Commissioner Weinberg provided an explanation.

Commissioner Weinberg moved to accept the motion and Commissioner Grob seconded the motion. A vote was taken, all were in favor and the motion passed unanimously:

Yes: 5 Chair Kurrasch, Commissioner Grob, Commissioner Hadid, Commissioner Kay, and Commissioner Weinberg

Absent: 2 Vice Chair Tamaoki and Commissioner Rickard

9-C. Approve Resolution to Allow for the Use of Employment Development Department Services



Ms. Cooper explained that this item has previously come before the board in past years, and a resolution is required by EDD which is why it is before the Board again tonight. There is minimal cost to this item.

Commissioner Weinberg moved to accept the motion and Commissioner Grob seconded the motion. A vote was taken, all were in favor and the motion passed unanimously:

Yes: 5 Chair Kurrasch, Commissioner Grob, Commissioner Hadid, Commissioner Kay, and Commissioner Weinberg

Absent: 2 Vice Chair Tamaoki and Commissioner Rickard

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

None.

11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Chair Kurrasch commented that the Tuesday before AHA had a positive meeting with members of the San Francisco HUD office and staff gave the visitors a tour of AHA's properties.

Chair Kurrasch announced that AHA was presented with a certificate for a High Performer Award and congratulated staff on the great work!

12. CONTINUATION OF CLOSED SESSION – IF NEEDED

None.

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

Closed Session canceled.

14. ADJOURNMENT

There being no additional Closed Session or further business, Chair Kurrasch adjourned the meeting at 7:52 p.m.

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

\_\_\_\_\_  
Arthur Kurrasch, Chair  
Board of Commissioners





# Housing Authority of the City of Alameda

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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: March 18, 2020

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

---

## **BACKGROUND**

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

### 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.

<b><u>Department</u></b>	<b><u>Position</u></b>	<b><u>Number of Vacant Positions</u></b>	<b><u>Recruitment Status</u></b>	<b><u>Other Updates</u></b>
Administration	Management Analyst	1 FTE	One position open due to turnover, post in March	
	Communications Manager	1 FTE	Interviews in progress	
	Risk Manager	1 FTE	Outside firm is conducting recruitment; deadline for applications is March 18	



Finance		0 FTE		Department is fully staffed
Housing Programs	Housing Programs Supervisor	1 FTE	In progress. Interviews to start in March	
Property Operations	Facilities Supervisor	1 FTE	Hire made; to start mid-March	
	Assistant Resident Managers: IP and China Clipper	.25 FTE	Initial postings not successful; will repost more broadly in 2020	
Housing and Community Development		0 FTE		
Rent Program	Rent Program Specialist	1 FTE	Recruitment ongoing	

Summary: Total FTE's approved for FY 2020: 58.50  
 Number of vacancies: 6.25  
 Number of active recruitments: 5.00

The Executive Director attended the CAHA Annual Conference in early February. A cross-departmental selection of staff participated in several webinars focusing on Reasonable Accommodation; one series, from the Department of Fair Employment and Housing, will continue for the upcoming months.

An increase in absences, including leaves of absence, has been observed in the last month. Generally, due to the short notice and/or uncertain duration of the time away from work recently, temporary staff have not been utilized to fill in for absent staff, and management is working to ensure that critical functions are covered. When leaves are requested with more advance notice, cover will be provided by temporary staff when feasible to do so. Additionally, management has been addressing the coronavirus, through communications with employees and tenants, stocking extra supplies and protective equipment that might be needed, and arranging for additional laptops to be purchased so exempt staff can work remotely if needed.



Information Technology/Administration

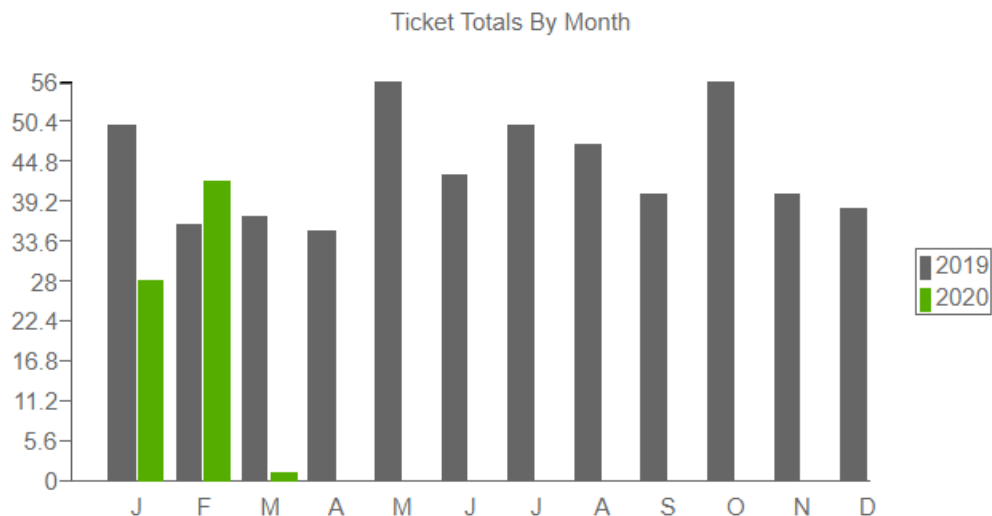
Leasing meetings for Eden’s Alameda Point Senior Apartments have started due to the 25 VASH PBV currently under AHAP. The owner is anticipating lease-up to be completed by mid-May. This is well in advance of the expiration date on the AHAP of July 1, 2020.

The IT service tickets for the month of January 2020 have been routine in nature. AHA did have a phone software configuration issue that resulted in five tickets at the end of the reporting period but was resolved in a timely manner. The average response time for tickets this month was about 1.74 hours.

Techordia Service Ticket Requests - January 2020

Type of Service Request	Number of Tickets
Access rights	0
Hardware	1
Software	13
On Boarding / Off Boarding	5
On Site Visits	9
Cyber Security	0
TOTAL:	28

As of 3/2/2020, there have been 71 tickets this year and, at that time, there were 24 open tickets. Below is a chart of tickets for year 2019 versus 2020.





Legal Services

Since 2013 Goldfarb & Lipman Attorneys (Goldfarb & Lipman) has acted as General Counsel for the Housing Authority and were selected again by the Board of Commissioners during an RFP process in 2018. Goldfarb & Lipman provides a full range of legal services to the agency. In some incidences, and with Goldfarb & Lipman's knowledge, AHA has engaged Special Counsel for issues such as LIHTC real estate development, employment law and eviction counsel. The City of Alameda is also using Goldfarb & Lipman specifically for the former Naval Base redevelopment. AHA has consistently utilized separate legal counsel for the North Housing land transfer and for project submission for this reason. In order to document this, as required by State law, a conflict letter will be provided by Goldfarb & Lipman and presented to the Alameda City Council and the Board of Commissioners in their April 2020 meetings for approval. A number of City/Housing Authorities meetings and agreements may be delayed until the letter is finalized and approved in those meetings. If AHA has urgent need for legal representation in issues with the City before the April 15, 2020 meeting, staff may elect to use Special Counsel currently under contract or seek additional counsel as necessary.

**RECOMMENDATION**

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

Respectfully submitted,

*Janet Basta*

fw: Janet Basta  
Director of Human Resources and Operations

JCB/TMSC



---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: March 18, 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.

#### HUD Site Visit

On February 18, 2020, HUD Field Office staff which included, Director Gerard Windt, AHA's new portfolio Specialist Benjamin Palmer, and Financial Analyst Michael Capener, came to AHA for an annual program review. Agenda topics discussed at this meeting were as follows:

- Overview of AHA Finances
- AHA Reporting
- New tools for PHA usage such as:
  - PHA One Stop Tool.
  - The Two Year Tool updates
  - The Tool of Tools
- Upcoming Trainings

AHA Executive staff presented an overview of AHA's year of accomplishments, future projects, and HUD staff were given a tour of properties throughout Alameda. AHA received favorable feedback about this visit from HUD.

#### Online Recertification

The Online Recertification portal launched on September 1, 2019 to all program participants with recertification's effective January 1, 2020, (prior rollout of online recertification was a pilot for certain properties to test the online portal). In the month of February staff completed 121 online recertification's unless a Reasonable Accommodation was approved. This online system allows AHA participants 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. In order to support our participants with the new process, training sessions were held at Independence Plaza during the month of February.

AHA continues to offer monthly training sessions for participants seeking assistance with the new system and individual assistance is available upon request in the main office.

Upcoming Scheduled Training Sessions:

Two classes were held at Independence Plaza on March 10, 2020.

One class will be held at Alameda Point Collaborative on March 24, 2020 from 2:00 p.m. - 3:30 p.m.

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

**RECOMMENDATION**

Accept the Monthly Overview Report for the Housing Programs Department.

Respectfully submitted,

  
Lynette Jordan  
Director of Housing Programs

Attachment:

1. Housing Programs Department Performance Report



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

Item	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<b>HAP spent for month</b>	<b>\$2,653,885</b>	<b>\$ 2,673,013</b>											<b>\$ 5,326,898.00</b>
Vouchers under lease at start of month	1487	1487											n/a
Vouchers issued during the month	0	0											0
New units leased in private market	4	1											5
New units leased in affordable market	0	0											0
Seeking vouchers	23	30											53
Port outs leased	0	0											0
Port ins leased	2	0											2
Annuals completed	121	117											238
Interims completed	43	42											85
Rent Increases completed	45	28											73
Inspections conducted	157	45											202
Inspections passed first time	80	13											93
Hearings requested	10	4											14
Hearings held	1	1											2
End of Participaition *	3	3											6

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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Greg Kats, Rent Program Director

Date: March 18, 2020

Re: Accept the Monthly Overview for the Alameda Rent Program

---

### **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.

	December	January	February
Rent increase submissions*	9	4	4
Termination of tenancy submissions	3	5	5
Buyout agreement submissions	2	0	1
Capital Improvement Plan submissions	0	0	0
Number of rent adjustment hearings requested	2	2	0
Number of hearings held resulting in a rent adjustment**	0	1	0
Number of staff mediations held	1	0	0

*\*Includes both requests for rent adjustment hearings and requests for other staff services, e.g., reviewing rent increase notices for compliance.*

*\*\*Requests for hearings may not result in a hearing being held for a number of possible reasons, including: 1) successful mediation that resolves the matter, 2) the party withdrawing their request, or 3) the parties resolving the matter between themselves.*

## **MONTHLY UPDATE**

The online registration process for City of Alameda rental properties is ongoing. In late January, the Rent Program distributed introductory letters, via mail and email, providing owners/property managers with a unique APN and PIN combination to access the online system. This mailer also included a comprehensive System User Guide and contact information for Rent Program staff, in case the user requires personalized assistance with the registration process. Rent Program staff offers registration workshops for owners and property managers twice a week, and will continue to do so throughout March and beyond, if needed. These workshops are offered to provide information about, and assist with, the rental unit registration process.

In addition, Rent Program staff will soon begin offering registration workshops on Wednesday evenings at the Alameda Main Library Computer Lab. Staff will also continue scheduling one-on-one appointments with owners and property managers, upon request, to assist them with the registration process.

The currently scheduled registration deadline is March 20, 2020. However, due to the low number of registrations completed thus far, staff are planning to extend the deadline until April 10, 2020. The latest registration statistics indicate the following:

- 24% of rental properties are registered
- 237 unit exemptions requested
- 18 property exemptions requested
- 15 changes of ownership reported
- 334 rent increase errors detected based on landlord submissions

Rent Program staff disseminated an e-newsletter reminder, regarding the registration deadline, on Tuesday, February 18, 2020. This generated a spike in calls and emails to program staff. From February 18, 2020 through February 20, 2020, staff received over 170 inquiries regarding the registration process. Another reminder notice is scheduled for distribution by Monday, March 20, 2020. In anticipation of increased call volume and additional demand for registration assistance, the Rent Program will be engaging a temporary employee to assist with calls and registration workshops, from March through April and possibly beyond. The Rent Program is also currently interviewing to fill a vacant Rent Program Specialist position.

The program continues to address concerns from owners and property managers regarding the data collection portion of the registration process. One of the primary concerns expressed by owners has to do with the collection of tenant and rental data for non-rent controlled units. Rent Program staff is engaged in discussions with the City to review this type of data collection as a mandatory component of the registration process.

Rent Program staff continues to engage in extensive community outreach to help the public, both tenants and landlords, better understand the new amendments to the program regulations stemming from the passage of Ordinance 3250 in September 2019. Rent Program staff hosts ongoing monthly informational workshops to provide





updates regarding changes to the termination of tenancy and rent increase processes. Staff is also working 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 a prior 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 is currently in the process of being drafted and will incorporate the significant changes to the program that have been implemented over the past 6 months. Additional requested changes to the service agreement include the following:

- Two automatic one-year extensions to the agreement, contingent upon written approval from both the City and AHA
- A new scope of services matrix (as an attachment to the agreement) which will outline 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 for Housing Authority staff assigned to the Alameda Rent Program
- Clarifying language regarding the rental unit registration and fee collection processes

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, is scheduled to begin shortly. The revised agreement will come to the Board for approval in the coming few months.

### **RECOMMENDATION**

Accept the monthly overview for the Alameda Rent Program.

Respectfully submitted,



Greg Kats  
Rent Program Director







# Housing Authority of the City of Alameda

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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Cynthia Alvarez, Deputy Executive Director

Date: March 18, 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 February 2020.

## **DISCUSSION**

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

## **VACANCY**

The attached table (Attachment 1) reflects sixty five (65) vacancies out of six hundred and twenty-nine (629) units for all properties including: AHA owned and managed; affiliate owned; and third party managed by The John Stewart Company (JSCo), as of the end of February. Progress is taking place in filling the remaining vacancies. Where units are under rehab, lease up is excluded. Staff is diligently working on continuing to secure additional move-ins to take place throughout March 2020.

Lease up coordination between AHA Property Management, JSCo and AHA Housing Programs continues with the common goal to fill vacancies as expeditiously as possible. Applicants from waitlists have been either outreached or are in process for applicable vacant units. To the extent possible, three and five applicants are processed for non-PBV and PBV vacancies, respectively. Vacancies that do not have a waitlist are posted in the AHA lobby as well as on the AHA website.

## **RENT COLLECTIONS**

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

An explanation for properties with a collection rate below 98% or above 100% is provided below.



As discussed in January'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 six (6) vacant units at the property with an income loss of \$8,109. These budgeting issues will be corrected in the upcoming budget for FY 2020-2021.

Esperanza's 116.9% collection rate is a predominantly a result of a catch up payments on the subsidy portion of the rental payment for tenants. The Housing Programs Department released holds for \$50,820 in disbursements and this was caught up in the month of February.

The Scattered Sites' 79.8% 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.

Parrot Village and Parrot Garden's 97.5% collection rate is a result of one (1) outstanding tenant rent, which is an estimated income loss of \$3,346 and as well as the timing of rent increases projected for future months.

Littlejohn Commons' 96.6% collection rate is a result of one (1) vacant unit, which is an estimated income loss of \$1,988 in the month of January.

Rosefield Village's 19.3% collection rate is the result of forty six (46) vacant units out of a total fifty three (53). These units are permanently offline due to the upcoming reconstruction and rehabilitation of the property.

Eagle Village's 95.2% collection rate is a result of one (1) vacant unit. The unit was offered and subsequently, accepted by another AHA tenant as a transfer. This unit was leased at the end of February.

### RENT INCREASES

Rent increases for 2020 continue to be issued. 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.

Notices for Project Based Voucher (PBV) tenants at Esperanza went out at the end of January with an effective date of April 1, 2020.



ADDITIONAL UPDATES

As previously discussed, as AHA's senior tenants continue to age in place, there are growing challenges to their ability to live independently and are further impacted as assisted living is rarely available to them due to the high costs associated with assisting living. During the current period, staff have identified two (2) households who have been out of their unit due to being at the hospital or a rehabilitation center for more than thirty (30) days. Under the Section 8 Program, the tenant can be out of their unit for a maximum 180 days, without losing their Section 8 voucher. Further, if it is a PBV unit, then AHA permanently loses the years remaining on the PBV contract for that unit. As a result, it may be necessary to terminate the tenant's tenancy for that particular unit. As part of commitment and standard operating procedure, tenants will be provided with legal aid information and will be able to complete a Reasonable Accommodation form if needed. Staff and social workers will work with these households and their families to ascertain whether they can reasonably be expected to return to their unit within the 180 day window.

Hoarding also continues as an ongoing challenge among some of our tenants. We continue to work with them and refer them to LifeSTEPS. Pest control concerns have become more of an issue in recent months and there are linkages with hoarding. Oftentimes what we see is a tenant whose cluttering may increase significantly over a short period of time but then can't be adequately managed. This then can result in creating a source for pests. We work with these tenants through various avenues, including lease violations, referrals to LifeSTEPS, and verbal counseling. However, when all other avenues have been exhausted, staff engage with our attorney to assist in getting cooperation from these tenants. A great amount of resources and staff time are taken when one household adversely impacts the greater community. It is an area that continues to underscore the higher level of care some tenants require in order to mitigate impact on neighbors and ensure a tenant's well-being.

SOCIAL SERVICES

The chart below outlines the number of hours and services provided by LifeSTEPS for the month of February for all AHA owned and managed, affiliate owned, and managed by The John Stewart Company (JSCo) sites.

<b>Service</b>	<b>Participants</b>	<b>Hours</b>
Individual Case Management	345	195
Education Classes	220	30
Community Building Enrichment Activities	101	33
Additional Services & Education	263	31

Alameda Family Services continues to provide services at Esperanza for families, seniors, and the homeless. After school services are provided by the Boys & Girls Club of Alameda. In partnership with AHA, the Alameda Food Bank provides services twice a month to both Anne B. Diamant and Independence Plaza. The Alameda Food Bank provides food distribution for Esperanza once a month.



### MAINTENANCE

Staff is currently working on repairs leading up to and a result of HQS inspections at Independence Plaza. The repairs and engagement at Esperanza's resulted in sixty (60) units passing inspection the first time, equivalent to 51% and an additional forty one (41) units passing on the 21<sup>st</sup> day of re-inspection. Thus 96% of all units passed HQS at re-inspection.

The maintenance staff continues to prepare vacant units for leasing, handling daily routine maintenance requests, and performing emergency work orders as needed.

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

### CAPITAL PROJECTS

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

In mid-February, the sole elevator serving building 711 at Independence Plaza was put off line due to needed repairs. Upon closer consultation and, on the advice of experts, staff has engaged with structural engineers to ensure the elevator can be brought back online as soon as possible. However, due to the scope of the work anticipated, staff expects the elevator to be offline for twelve (12) weeks, or longer. Building 711 houses 44 units. Of these, 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 to these units.


### FINANCIAL IMPACT

The Board should expect to see increased legal, relocation related and capital costs in the property budgets as AHA addresses the social services needs of tenants and due to the relocation and capital costs of the elevator issue.

### RECOMMENDATION

Accept the monthly overview report for Property Operations.

Respectfully submitted,

  
Cynthia Alvarez  
Deputy Executive Director

VMC/all

### ATTACHMENT:

1. Property Performance for the month of February
2. FY 2019-2020 Capital Projects Update



## ATTACHMENT 1

Month of February 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	\$ 139,740.00	\$ 24,651.00	\$ 164,391.00	149.1%
Anne B Diament	AHHC	AHA	65	Senior	1	\$ 94,972.00	\$ 22,121.00	\$ 66,842.00	\$ 88,963.00	93.7%
Esperanza	AHA	AHA	120	Family	1	\$ 330,004.00	\$ 75,851.00	\$ 309,885.00	\$ 385,736.00	116.9%
China Clipper	AHHC	AHA	26	Family	1	\$ 44,629.00	\$ 13,594.00	\$ 30,832.00	\$ 44,426.00	99.5%
Scattered Sites	AHA	AHA	34	Family	0	\$ 72,512.00	\$ 13,358.00	\$ 44,483.00	\$ 57,841.00	79.8%
Parrot Village and Gardens	AHA	AHA	58	Family	1	\$ 159,162.00	\$ 33,012.00	\$ 122,150.00	\$ 155,162.00	97.5%
Littlejohn Commons	ICD	JSCO	31	Senior	1	\$ 51,246.00	\$ 12,065.00	\$ 37,701.00	\$ 49,766.00	97.1%
Everett Commons	ICD	JSCO	20	Family	1	\$ 44,297.00	\$ 11,510.00	\$ 31,968.00	\$ 43,478.00	98.2%
Rosefield Village	AHA	JSCO	53	Family	1	\$ 95,405.00	\$ 4,567.00	\$ 13,806.00	\$ 18,373.00	19.3%
Eagle Village	AHA	JSCO	36	Family	1	\$ 91,972.00	\$ 20,602.00	\$ 65,030.00	\$ 85,632.00	93.1%
<b>TOTAL</b>			<b>629</b>		<b>9</b>	<b>\$ 1,094,478.00</b>	<b>\$ 346,420.00</b>	<b>\$ 747,348.00</b>	<b>\$ 1,093,768.00</b>	<b>99.9%</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	6	3.2%	0	3.2%	1	2	179	
Anne B Diament	AHHC	3	4.7%	0	4.7%	2	1	19	
Esperanza	AHA	2	1.7%	0	1.7%	1	0	69	
China Clipper	AHHC	1	4.0%	0	4.0%	0	0	11	
Scattered Sites	AHA	4	11.8%	4	0.0%	0	0	13	
Parrot Village and Gardens	AHA	0	0.0%	0	0.0%	0	0	34	
Littlejohn Commons	ICD	1	3.3%	0	3.3%	1	0	5	
Everett Commons	ICD	0	0.0%	0	0.0%	0	0	4	
Rosefield Village	AHA	46	88.5%	46	0.0%	0	0	12	
Eagle Village	AHA	0	0.0%	0	0.0%	1	0	36	
		<b>63</b>	<b>10.0%</b>	<b>50</b>	<b>2.1%</b>	<b>6</b>	<b>3</b>	<b>382</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, reports forthcoming
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 Required) (Lender	100,000	-	86,500	1/31/2020	4/31/2020	Estimates secured. Staff reviewing proposals & negotiating costs
Lincoln House	Fire Damage	101,000	-	236,500	11/26/2019	4/15/2020	Vendor selected, staff currently facilitating agreement
Haight Avenue	Renovation Project (Pending Acquisition)	500,000	-	500,000	-	-	No update, project pending acquisition
Rosefield Village	Redevelopment Project	7,000,000	-	7,000,000	2020	2020	See HCD Report
North Housing	Demo/New Construction	3,000,000	-	3,000,000	2024	2024	See HCD Report

## 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
China Clipper	Fire Safety Maintenance`	-	-	-	-	3/31/2020	Repair items COMPLETE, staff currently coordinating with Fire Department on emergency access
Esperanza	Day Care Roof Leak	-	-	-	-	1/17/2020	COMPLETE
Esperanza	Moisture Inspection (Multiple Units)	-	-	-	-	1/16/2020	COMPLETE
Independence Plaza	Warranty Repairs	-	-	-	-	2/14/2020	COMPLETE
Independence Plaza	Temporary Balcony Shoring	-	-	-	-	5/1/2020	Vendor selected, staff currently compiling agreement
Independence Plaza	Communication Device Installation	-	-	-	-	TBD	Staff currently soliting bids
Independence Plaza	Elevator Repairs	-	-	-	-	TBD	Staff coordinating with elevator consultants, structural engineers and waterproofing consultants to develop scope
Mullberry	Water Loss	-	-	-	-	3/5/2020	COMPLETE
Parrot	Emergency Roof Repairs	-	-	-	-	2/14/2020	COMPLETE
Sherman	Roof Laundry Leak	-	-	-	-	2/7/2020	COMPLETE

## 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
Sherman 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





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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners  
 From: Kathleen Mertz, Director of Housing and Community Development  
 Date: March 18, 2020  
 Re: Accept the Monthly Overview Report for Housing & Community Development

---

## **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)

The Notice of Funding Availability (NOFA) and Request for Proposals (RFP) for CDBG and HOME projects closed on February 13, 2020. The following day, HUD announced CDBG and HOME allocations for the upcoming fiscal year. The CDBG entitlement for the City of Alameda is \$1,161,287.00, which is approximately a 3.5% increase over last year. The City is a subrecipient of HOME funds from Alameda County and anticipates a HOME allocation of approximately \$238,800. Staff has begun drafting recommendations for projects to receive CDBG and HOME funds in the upcoming fiscal year. Those recommendations will be presented at the May 5, 2020 City Council Public Hearing.

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

Staff has requested that Hello Housing begin drafting the biannual newsletter for the BMR homeowners. The newsletter typically contains useful information for homeowners and also serves to remind the owners of some of covenants that they agreed to at the time of purchase, including: 1) the requirement to request the City's approval to refinance or encumber the property with new debt, 2) the obligation to reside in their unit and 3) the prerequisite condition to notify the City if the owner intends to sell.

### 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. The loan balance and project details are discussed in the attached project specific



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 2 of 2

reports. The ICD Board approved a Procurement Policy on February 19, 2019. ICD is holding a meeting on March 18, 2020. The agenda is attached for reference.

Negotiations with Pulte Homes about the Alameda Landing potential project have come to a close as the project is not financially feasible within Pulte's timeframe for construction. However, the Housing Authority will retain the option to purchase the affordable homeownership units as outlined in the Affordable Housing Agreement with the City.

Staff submitted a letter to the Planning Board regarding their proposed Objective Design Review Standards (Attachment 2). While the Planning Board ultimately approved the Standards, staff will continue to work with the City to evaluate their objectivity and impact on the production of affordable housing.

#### 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 that were discussed in closed session is on hold temporarily.

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

#### Asset Management

Staff is finalizing the closing of Independence Plaza asset transfer from the Housing Authority to Alameda Affordable Housing Corporation (AAHC). Staff continues to manage the transfer of the remaining balance of AHA's properties to AAHC.

Staff are preparing for the field inspection at Parrot and Eagle Villages with loan servicer, PNC Real Estate. Staff worked with PNC, the City Attorney's office, and AHA counsel to finalize the License Agreement that allows public access to the Jean Sweeney Park from St. Charles Street.

#### **RECOMMENDATION**

Accept the Monthly Overview Report for Housing & Community Development.

Respectfully submitted,



Kathleen Mertz  
Director of Housing and Community Development

Attachment:

1. ICD Agenda March 18, 2020
2. Planning Board Letter regarding Objective Design Review Standards





## AGENDA

ISLAND CITY DEVELOPMENT  
Special Meeting  
March 18, 2020 at 7:03 PM  
Independence Plaza - Community Room  
703 Atlantic Avenue, Alameda

1. CALL TO ORDER & ROLL CALL
2. PUBLIC COMMENT (Non-Agenda)
3. CONSENT CALENDAR (**Action**)
  - a. Approve Minutes of the Special Meeting of the Board of Directors held February 19, 2020, **Page 1**
  - b. Receive and File the December 31, 2019 Audited Financial Statements for the Following Limited Partnerships: Sherman and Buena Vista LP and Everett and Eagle L.P., **Page 3**
4. NEW BUSINESS
  - a. Accept the Rosefield Project Update Report and Approve A \$500,000 Predevelopment Loan Amendment from the Housing Authority of the City of Alameda and Authorize the President or designee to Negotiate and Execute the Loan Documents, **Page 4 (Action)**
  - b. Approve a Contract Amendment with the Dahlin Group, Inc. for Additional Architectural Services at Rosefield Village, **Page 6 (Action)**
  - c. Accept the North Housing project Update Report; Adopt Resolution Authorizing Funding Applications; Approve Carmel Partners Demolition Bid; Accept a \$130,000 Loan Amendment from AHA; and Authorize the President or designee to Negotiate and Execute the Loan Documents, **Page 9 (Action)**
  - d. Adopt a Resolution Authorizing Accounts and Investment at the California Asset Management Program (CAMP), **Page 15 (Action)**
5. NON-AGENDA (Public Comment)
6. WRITTEN COMMUNICATIONS
7. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
8. ADJOURNMENT

.....

NOTES:



- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Stacey Wilson at (510) 747-4307 (TTY/TRS: 711) or [swilson@alamedahsg.org](mailto:swilson@alamedahsg.org). Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors 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 Directors 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 Island City Development'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 Island City Development accommodate these individuals.

**IF YOU WISH TO ADDRESS THE BOARD:**

- Anyone wishing to address the Board on agenda items or business introduced by Board members may speak for a maximum of three (3) minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Board President. Upon recognition by the President, approach the rostrum and state your name.
- Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
- Applause and demonstrations are prohibited during Board meetings.





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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

February 10, 2020

VIA EMAIL: [NMCPEAK@ALAMEDACA.GOV](mailto:NMCPEAK@ALAMEDACA.GOV)

Planning Board  
 City of Alameda  
 2263 Santa Clara Avenue  
 Alameda, CA 94501

RE: Objective Design Review Standards and Resolution  
 Planning Board Agenda Item 7-A, February 10, 2020

Dear Planning Board:

The Housing Authority of the City of Alameda respectfully requests that the Planning Board not take action tonight on the Objective Design Review Standards for Multi-family Residential Development (Standards). The Housing Authority is supportive of the City's efforts to identify Standards to assist project review under Senate Bill 35, but requests a continuation of the item 7-A at tonight's Planning Board meeting so that staff can take more time to evaluate the proposed Standards in light of the following implications: 1) subjectivity of some of the Standards; 2) improved objectivity of some of the Standards to prevent subjective interpretation, 3) cost implications to affordable housing production; and 4) potential disparate impact. Disparate impact under the Fair Housing Act is when a policy or practice has a disproportionate adverse impact when there is no legitimate, non-discriminatory business need for the policy or practice.

We appreciate the City Planning staff engaging us in the review process for the Standards. We reviewed the initial version from staff, which were simpler compared to the latest checklist version. We have not had sufficient time to review this updated version and have concerns that they may not be legally consistent with the intention of the Legislature and government code. Our legal counsel has drafted the attached letter for further clarification about these potential inconsistencies.

Thank you in advance for your consideration of this request for a continuation of the Objective Design Review Standards for further review and analysis.

Sincerely,

Kathleen Mertz  
 Director of Housing and Community Development  
 Enclosure





555 12<sup>th</sup> Street, Suite 1500  
 Oakland, California 94607  
 tel (510) 808-2000  
 fax (510) 444-1108  
 www.meyersnave.com

Shaye Diveley  
 Attorney at Law  
 sdiveley@meyersnave.com



February 10, 2020

Planning Board, City of Alameda  
 2263 Santa Clara Avenue  
 Alameda, California 94501

**Re: Revised Draft Objective Design Review Standards for Affordable Multifamily Housing Projects (Planning Board February 10, 2020, Agenda – Item 7-A)**

Dear Members of the Planning Board:

Alameda Housing Authority (“AHA”) appreciates the opportunity to review the Revised Draft Objective Review Standards for Affordable Multifamily Housing Project (“Draft Objective Review Standards”) to be considered by the Planning Board (“Board”) at its February 10, 2020, meeting. AHA respectfully submits these comments for the Board’s review, consideration and response.

AHA understands that the Draft Objective Review Standards are meant to assist the City of Alameda in its review of projects proposed under Government Code section 65913.4, otherwise known as Senate Bill 35 (“SB 35”). SB 35 was enacted in acknowledgement that “California has a housing supply and affordability crisis of historic proportions” and that there is a dire unmet need “to significantly increase the approval and construction of new housing for all economic segments of California’s communities by meaningfully and effectively curbing the capability of local governments to deny, reduce the density for, or render infeasible housing development projects and emergency shelters.” (Govt. Code, § 65589.5(a)(2)(A),(K).) To further these goals, the Legislature adopted SB 35, which establishes that housing developments that meet the requirements of SB 35 and are consistent with objective zoning standards, objective subdivision standards, and objective design review standards, cannot be denied based on a city’s discretionary review. (Govt. Code, § 65913.4.)

**The Draft Objective Review Standards Are Subjective and Require Personal Judgment**

Government Code section 65913.4 defines “objective design review standards” as standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal. AHA is concerned that the Draft Objective Review Standards does not satisfy this definition. Indeed, many of the proposed standards appear to confer discretionary authority on the reviewer, asking the reviewer to apply aspirational or visionary meaning that involves personal or subjective judgment or are not uniformly verifiable. These standards include:

- **2A (1, 2, 3, 5, 6, 7, 8) Façade Articulation.** These standards appear to be at least partially subjective. For example, requiring the “ground level of the building is distinguished from upper levels through a material such as stone, concrete masonry, or other material that is distinct from the remainder of the façade” is a subjective standard that cannot be uniformly verifiable by reference to an external and uniform benchmark. Other provisions in this section suffer from the same issue.
- **2B(2) Limitation on Blank Wall.** As to what constitutes “Decorative features and artwork, including but not limited to decorative ironwork and grilles, decorative panels, mosaics, or relief sculptures” is subjective and does not provide a uniformed standard.
- **4A. Equivalent Facade Treatment.** Deciding what constitutes the “same theme” is subjective and may not be uniformly applied by reviewers.
- **4B(2b) Siding Materials, Specific Requirements for Certain Materials, Thin Brick Veneers.** Whether the veneers “give the appearance of full brick” is subjective, as it requires the personal judgment of the reviewer.
- **5A/5B Neighborhood Context.** The whole concept of a “context building” to ensure “neighborhood context” is aspirational and would involve the personal or subjective judgment of the reviewer. AHA does not see any way how these provisions can be applied objectively and the section should be omitted in its entirety.
- **6A(1). Equipment Screening.** Requiring “screening materials that match the exterior materials, textures, and colors of the building(s) on the site” is subjective.

### **Direction on the Draft Objective Review Standards’ Application and Use Is Confusing and Improper**

The Draft Objective Review Standards further provides confusing and possibly improper direction on its use and application by the City with respect to reviewing projects. For example:

#### **Page 2, “Relationship to Other Regulations”**

All development must comply with the standards of Alameda Municipal Code Chapter XXX, Development Regulations (the Zoning Ordinance). Therefore, projects subject to these Objective Design Review Standards must also comply with the development standards of the Zoning Ordinance.



Planning Board, City of Alameda  
 February 10, 2020  
 Page 3

Comment: Per Government Code section 65913.4, an eligible housing project need only comply with “objective zoning standards” not all development standards of the Zoning Ordinance.

## **Page 2, “Design Principles and Standards”**

Comment: Although the Principles “are provided for orientation and reference only,” they are aspirational and visionary and therefore involve subjective judgment – ALL “Principles” should be removed from the Document to avoid confusion/subjectivity by public officials reviewing eligible housing project applications.

AHA recommends revising these sections to explain which standards will be applied by the City to qualifying projects.

## **The Draft Objective Review Standards Should be Revised to Encourage Development of Affordable Housing**

To the extent the Draft Objective Review Standards includes objective standards, AHA encourages the Board to reconsider and revise those standards that impose undo costs and burdens on affordable housing projects. While AHA understands the City’s goal in encouraging consistent and well-designed communities, requiring housing developments to incorporate a number of architectural and design features unnecessarily increases the costs of such projects, making critically needed affordable housing prohibitively expensive. Indeed, the Legislature has admonished that “[m]any local governments do not give adequate attention to the economic, environmental, and social costs of decisions that result in disapproval of housing development projects, reduction in density of housing projects, and excessive standards for housing development projects.” (Govt. Code, § 65589.5(a)(1)(D).) Accordingly, AHA suggests the following sections be reviewed and revised to omit unnecessary and excessive requirements: **2 Building Mass and Articulation, and 4 Architectural Details and Materials.**

\* \* \* \* \*

In closing, AHA appreciates the opportunity to comment on the Draft Objective Review Standards. If you should have any comments about anything in this letter, please contact me at [sdiveley@meyersnave.com](mailto:sdiveley@meyersnave.com), or (510) 808-2000.

Respectfully Submitted,



Shaye Diveley

3478751.1

To: Honorable Chair and Members of the Board of Commissioners

From: Alexandria Yuan, Management Analyst

Date: March 18, 2020

RE: Accept Proposed Revisions to the Housing Authority Information Technology Policy

---

### **BACKGROUND**

The Housing Authority first presented the Information Technology (IT) Policy (the "Policy") on February 18, 2013. The Policy outlines the expected code of conduct associated with access to IT systems, and the acceptable and prohibited uses of all technology systems, equipment, and communication devices issued by the Housing Authority of the City of Alameda (AHA) used to conduct AHA business. This Policy was amended by the Board of Commissioners on February 17, 2016.

### **DISCUSSION**

One significant update to the Policy is the inclusion of an IT Ethics section. This section addresses the Housing Authority's intent to ensure that all users of its technology resources, including outside vendors/consultants, do so in a responsible manner in accordance with standards of professional ethics, AHA codes of conduct and policies, and in a legal manner that is strictly within a person's authorized job function. It also aims to protect confidentiality of information and data related to AHA employees, tenants, and participants. This IT Ethics section will also be incorporated into a separate confidentiality agreement form for outside consultants and vendors to acknowledge and sign.

Another proposed change is for the Policy as a whole to apply to the Board of Commissioners, as well as contractors, consultants, and others doing business with the AHA. Previously, the Policy only applied to employees and temporary employees, but was expanded to cover individuals who may be accessing AHA systems, using AHA technology equipment, or accessing data relating to AHA business.

Additionally, the Policy's Social Media section has also been updated to further clarify proper protocol regarding social media use in a business sense, particularly as the AHA may increase its social media presence in the coming years to engage with various stakeholder organizations.



Finally, minor edits were made to the policy to update relevant terminology, edit typographical errors, and correct discrepancy issues. All employees will be required to execute an Employee Certification and Receipt of Information Technology Policy, which will be filed and maintained in the employee's Personnel file or stored electronically.

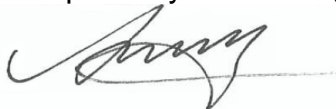
**FINANCIAL IMPACT**

The revisions to the Information Technology policy will have no direct fiscal impact on the Housing Authority.

**RECOMMENDATION**

Accept proposed revisions to the Housing Authority Information Technology Policy.

Respectfully submitted,



Alexandria Yuan  
Management Analyst

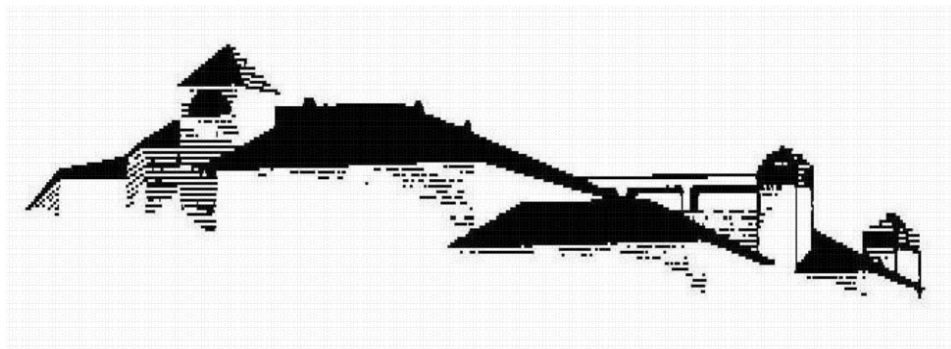
Attachment:

Attachment 1: Information Technology Policy



# Housing Authority of the City of Alameda

## Information Technology Policy



February 18, 2013 March 19, 2020

Amended by the Board of Commissioners on February 17, 2016 March 18, 2020

## INFORMATION TECHNOLOGY POLICY

### Table of Contents

- I. Purpose
- II. Definitions of Technology Terms
- III. Employee Responsibility
- IV. Management Responsibility
- V. AHA Information Technology Systems
  - A. Network Access
  - B. Software Systems
  - C. Servers
  - D. Desktop Computers
  - E. Mobile Devices
  - F. Peripherals
  - G. Telecommunications Equipment and Services
  - H. Saving Data and Files
  - I. Portable Memory Storage Devices
  - J. Passwords
  - K. Remote Access
  - L. Network Management Tools
  - M. Email
  - N. Email Disposition
- VI. AHA Intranet and Internet
- ~~VII. AHA Use of Social Media~~
  - ~~A. Obtaining Approval~~
  - ~~B.A. Public Disclosure~~
  - ~~C.A. Introductory Statement~~
  - ~~D.A. Prohibited Content~~
  - ~~E.A. Right to Remove Content~~
  - ~~F.A. Site Maintenance~~
  - ~~G.A. Security Policies~~
  - ~~H.A. Representing the AHA~~
- ~~VIII.VII. Required Adherence to Policies~~ Ethics
- ~~IX.VIII. Prohibited Activities~~
  - A. Hacking
  - B. Introducing viruses
  - C. Unauthorized use of Personal Identifying Information (PII)
  - D. Spamming
  - E. Chain emails
  - F. Sharing passwords
  - G. Connecting personal electronic devices to the AHA network
  - H. Unauthorized downloads

- I. Degrading bandwidth
- J. Unauthorized changes to databases
- K. Unauthorized long distance
- L. Unauthorized IT equipment removal
- M. Prohibited uses of removable storage
- N. Prohibiting Personal Blogging on AHA Time
- O. Prohibiting Posting Photos of AHA Employees, Customers, or Vendors or Comments on Personal Blogs
- P. Prohibiting Linking Personal Blogs to AHA Websites

**IX. AHA Use of Social Media**

- A. Obtaining Approval
- B. Public Disclosure
- C. Introductory Statement
- D. Prohibited Content
- E. Right to Remove Content
- F. Site Maintenance
- G. Security Policies
- H. Representing the AHA
- I. Required Adherence to Policies

**X. Other Social Media Guidelines**

**XI. Enforcement**

- A. Applicable laws and regulations
- B. Noncompliance

***Attachment I - Employee Certification and Receipt of IT Policy***

## INFORMATION TECHNOLOGY POLICY

### I. PURPOSE

The Information Technology Policy (the “Policy”) outlines the expected code of conduct associated with access, acceptable and prohibited use of all technology systems, equipment and communication devices issued by the Housing Authority of the City of Alameda (AHA) and/or used to conduct AHA business. [This policy applies to AHA employees, temporary employees, contractors, consultants, Board members, and others doing business with AHA such as auditors in regards to AHA data.](#)

Employees should not expect any right to privacy as it relates to the physical equipment, systems, and/or the content of communication created, sent, received, stored and used, while on AHA time or conducting AHA business. Further, [the](#) AHA reserves the right to monitor, audit or otherwise scrutinize both content and equipment at any time for any reason including when there is a reasonable suspicion that employee use of any AHA technology systems, equipment and communication devices violates AHA policy. All AHA-issued electronic equipment including, but not limited to: hardware, software, email systems, Intranet or Internet connections, telecommunication systems, laptops, cell phones, or such similar technological communication devices and all content created, stored, sent or received are the sole property of [the](#) AHA and to be solely used for official business purposes. The only personal use allowed on AHA equipment will be on approved devices such as the computer in the break room. [The](#) AHA reserves the right to review the use of this computer or limit websites accessed if concerns are raised such as a computer virus. Staff can also connect to the WiFi in the main building with personal devices.

At all times, AHA technology platforms are to be used in compliance with internal policies and all local, state and federal statutes. Failure to comply with these policies may result in disciplinary action in accordance with the [Personnel Policy policies contained in the Employee Handbook.](#)

All employees will be required to execute an Employee Certification and Receipt of Information Technology Policy, which will be filed and maintained in the employee’s Personnel file [or maintained in e-learning system records.](#)

All IT related questions and requests for assistance should be directed to IT staff using the IT email: [IT@alamedahsg.org](mailto:IT@alamedahsg.org).

### II. DEFINITIONS OF TECHNOLOGY TERMS

**Blog:** A website with regular entries of commentary, descriptions of events, or other material such as graphics or video.

**Communication Devices:** Telephones, cell phones, two-way radios, etc. [Includingses mMobile dDevices.](#)

**Desktop:** Personal computer (PC), workstation, etc.



**Domain Name:** A domain name is the way to identify and locate an address on the Internet, for example, johndoe@alamedahsg.org. The domain name is used to send email, make FTP requests, locate a website, etc.

**Drive:** A location on the AHA network where official AHA business files are saved and stored (e.g., S drive, U drive).

**Electronic Mail:** Email; a means of sending text messages or files between computers (e.g., Gmail).

**File Transfer Protocol (FTP):** Commonly used to upload or download programs and other files to a computer from other servers via a secure FTP connection.

**Hacking:** Breaking or attempting to break into a network or server to which the violator has no authorization.

**Home Page** or Index page: This is the first page that appears when a website is accessed. It usually has links to other pages on the same website or to other websites.

**Information Technology (IT):** The AHA's array of network, hardware, software, and telephony resources that allows for the conduct of official business and the creation, sharing, and storing of files, emails and data.

**Internet:** ~~The Internet is a~~ series of globally-interconnected digital networks, communicating through a common communications (Internet Protocol) language, by which data and e-mail may be digitally exchanged in near real-time. It also is called the World Wide Web.

**Intranet:** ~~The~~ AHA's internal website or shared drive directory with links for employees' use.

**IT staff:** AHA staff designated to manage IT hardware and software. At the time of this writing, IT staff includes ~~the two~~ Management Analysts in the Executive Administration department, in conjunction with a third party contractor.

**Malware:** Harmful executable programs such as viruses, worms, trojans or spyware that are installed on computers without the operator's knowledge.

~~**PDA (Personal Digital Assistant):** Any small mobile hand-held device that provides computing capability and information storage.~~

**Mobile Devices:** A computing device that is small in size and easily moved from one location to another (e.g. cell phone, tablet computers, e-readers etc.)

**Peripheral:** Electronic device attached to a desktop computer, such as a personal (non-networked) printer, scanner, etc.

**Personal Identifiable Information (PII):** Any piece of information which can potentially be used to uniquely identify, contact, or locate a single person, such as a client's or employee's social security number, address, driver's license, date of birth, etc. The inadvertent release or loss of such client information may cause harm to the interests of the client, the privacy of which is governed by various local, state and federal statutes, such as Sarbanes-Oxley.

**Policy:** Primary computing policies of AHA as contained in this document. **RSA (Named after developers Rivest, Shamir and Adleman):** An Internet encryption and authentication system that uses 'two-factor authentication', i.e. password-protected logon and a security access token to allow secure remote access to AHA servers.

**Server:** A computer that provides services to other computers (and their users) on a network (i.e., Laserfiche server or AHA domain server).

**Shared Drives:** The AHA's shared drives on which data is saved where access can be provided to employees on an individual level from "read only" to "administrator" rights.

**Smartphone:** A wireless telephone set with special computer-enabled features (e.g., Android or Apple devices).

**Social Media:** ~~C~~~~Social media is~~ content created by individuals using accessible and scalable technologies through the Internet. Examples of social media include Facebook, [Instagram](#), blogs, [MySpace](#), RSS, YouTube, ~~Second Life~~, Twitter, LinkedIn, Flickr, Wikipedia (except as a read-only source), etc.

**Streaming:** Downloading compressed, bandwidth-intensive real-time audio or video from the Internet to a computer.

**Superuser:** AHA employees who possess and exercise a high level of ability with software systems (e.g., Yardi, Laserfiche), and assist in the training of employees who use those systems and software administration.

**Trojan:** A malicious computer program hidden in a seemingly harmless computer program or process for later destructive use on a computer. See Malware.

**U Drive:** A drive assigned to an individual employee where work-related data is saved.

~~**Ultra Mobile Personal Computers (UMPC):** Very small, portable personal computing devices.~~

**Vendor:** Any landlord, company or other business enterprise with which the AHA does business.

**Virus:** Destructive computer code surreptitiously installed onto a computer via an 'infected' email or web page. See Malware.

**Web Page:** A single page on the Internet (as displayed by a web browser such as Microsoft's Internet Explorer, [Edge](#), or [Chrome](#)).

~~**World Wide Web (WWWwww):** That partPart of the Internet which allows the publishing of information to a world-wide audience.~~

**Worm:** Self-replicating computer virus. See Malware.

### III. EMPLOYEE RESPONSIBILITY

**It is the responsibility of every employee to follow the directives as outlined and described throughout this Policy and to maintain compliance as it relates to acceptable and prohibited use of AHA information, systems, equipment, devices, and the contents thereof. All AHA technology systems, equipment and communication devices are intended for AHA business only.**

### IV. MANAGEMENT RESPONSIBILITY

AHA managers will play an active role in educating AHA employees, temporary employees and contractors and subcontractors about the proper use of AHA information technology systems, Intranet and Internet connections.

Department Directors are responsible for the informational content of their departments' communications, and the information placed on the AHA's Intranet and Internet websites. All managers are responsible for supervising employees' use of all AHA information technology systems, including Intranet and Internet connections.

Violations of this policy will be reported to the immediate supervisor of the employee who committed the violation. Supervisors will not modify or suspend any terms or conditions of this Policy without written consent of the Executive Director.

### V. AHA INFORMATION TECHNOLOGY SYSTEMS

A. **Network Access.** Employee access to the AHA network requires the employee's supervisor to contact IT staff to establish a login and password specific to the employee.

B. **Software Systems.** Access to email, Yardi, Laserfiche, etc. requires the supervisor to request specific access for the employee. The Management Analysts will establish a login and password. Access within these programs may be limited depending on the employee's function/capacity.

Superusers are those AHA employees who are the in-house "experts" on the AHA's primary software systems. They assist in the training and supervision of employees who use those systems. Superusers will undertake continuous ongoing training provided by the AHA in their respective modules to stay current.

C. **Servers.** AHA servers are to be maintained and administered by qualified AHA staff and consultants only. No system administrator or database administrator rights shall be assigned to anyone except to IT staff, authorized 3rd party technical consultants working on behalf of IT staff, or to temporary, qualified designees.

Designees shall be determined by the Executive Director on a case-by-case basis.

**D. Desktop Computers.** All desktop computers (also known as PCs, workstations) deployed at the AHA will be a standard model for all, unless a special technical need can be demonstrated for a computer with greater memory, computing power, specialized software, etc.

1. Desktop Computers shall be used for the purpose of carrying out AHA business only.
2. Employees are required to shut down their computers at the as directed by IT staff.

**E. Mobile Devices.** The authorized issuance of laptops, smaller portable computing devices such as cell phones, SmartPhones smartphones, PDA'stablets, and similar, successive technologies, etc. to employees requires documentation ~~on the Property Assignment and Retrieval form signed by the Director of Human Resources and Operations and filed~~ in the employee's personnel file or on an electronic form or tracking sheet. Non-approved devices must not be connected to the AHA network. ~~With the exception of radios,~~ AHA mobile devices must be pass-code or password-protected at all times, on or off AHA premises. All device users will follow IT policy and ensure their devices are password protected.

1. Those employees approved or required to use communication devices are required to obtain their supervisor(s) approvals before purchase and distribution.
2. Mobile devices, other than cell phones equipped with hands-free devices, will not be used when operating a motor vehicle.
3. In most cases, AHA will provide an Agency cell phone to staff with a need to use a cell phone for business purposes. Staff who have been approved by the Executive Director to utilize their personal devices (i.e. cell phone), in lieu of receiving an AHA issued phone or device, for AHA related business will receive a monthly stipend. The dollar amount is established by and can be amended only by the Board of Commissioners.

A determination of who will be issued mobile devices will be made on a case by-case basis and substantiated by "business necessity." In the event of a disaster, IT protocols outlined in the disaster response document will take precedence.

**F. Peripherals.** A request for a personal printer or other non-networked peripherals must be submitted to IT staff and requires authorization by the employee's supervisor.

**F.G. Telecommunications Equipment and Services.** All land lines, cell phones, fax lines, etc. require approval from IT staff. Only IT staff can order or authorize the order of these services and equipment. The Executive Director may make exceptions for the purchase of equipment in an emergency on a case-by-case basis.

Regardless of the means of communication, employees must communicate respectfully whether with other employees, vendors, clients, or the public. Appropriate language should always be used; profanity is never permitted. PII must never be shared.

Communications, ~~especially when using a two-way radio,~~ should be kept short and business-related.

The AHA reserves the right to terminate AHA cell phone accounts. ~~Unless otherwise approved in writing by the Executive Director or designee, AHA-issued cell phones will not be enabled for Internet, texting, file download, etc.~~

**G.H. Saving Data and Files.** AHA employees will save work-related data and files to the shared drives on the main server, and not to the C drives of desktop computers or laptops. IT staff cannot be responsible for data and files saved to a C drive as there is no means of backup and retrieval in the event of a hard-drive crash. Unsaved changes to open files in open applications will be lost.

**H.I. Portable Memory Storage Devices.** Only IT staff-approved portable memory storage devices (also known as thumb drives, flash drives, mini drives, memory sticks) will be allowed for use on AHA equipment. All IT staff-issued portable memory storage devices will be encryption-enabled to prevent unauthorized users from accessing data, with the exception of data classified as public information. IT may allow staff to store public information on unencrypted portable devices.

**I.J. Passwords.** Employees are responsible for all activity performed with individual user IDs and passwords. A user ID and password may NOT be utilized by anyone but the individual to whom it has been issued. Sharing passwords is prohibited in all AHA systems (dDomain credentials, Laserfiche, etc.) and external or cloud-based systems and Internet websites used by the AHA (GoogleApps, Yardi, SafeRent, EZ-RRD, etc.). The following guidelines must be followed in the selection and maintenance of passwords:

1. Unique user ID and password are required.
2. Passwords must be a minimum of six characters long. Secure passwords containing upper and lower case letters, numbers, and symbols, are encouraged.
3. Systems must NOT be set to remember passwords.
4. Password reminders such as notes must not be placed anywhere they can be found easily, such as under or on phones, keyboards, PCs, monitors, mouse pads, desktops, etc.
5. Employees should refrain from using the same passwords on multiple systems to avoid compromising another system when one system is compromised.
6. Generally, after three incorrect logon attempts, employees will be locked out for a predetermined period of time. Call IT staff for assistance.
7. When prompted by a program to change your password, do so immediately. Do not simply add a number (e.g., alameda1, alameda2, etc.) or reverse the order (e.g., alameda1, 1alameda). Avoid using PII.

**J.K. Remote Access.** Remote access to the AHA network is available upon approval. Access will be awarded on a case-by-case basis, and will require approval of IT staff or the Executive Director. Remote access shall require a two-step authentication process.

**K.L. Network Management Tools.** These tools are to be used by IT staff and authorized designees only. Security flaws are not to be tested by anyone other than IT. Security concerns must be forwarded to IT or the Executive Director for resolution.

**L.M. Email.** Employees will use professional etiquette when composing email; it is simply an alternative means of writing a letter or memorandum. The email system is not to be used for creating or distributing any offensive or disruptive message, including messages containing offensive comments about race, gender, sexual orientation, religious or political beliefs, national origin, disability, or any other basis protected by applicable federal, state, or local law, or containing profanity or pornography, or “chain” emails. Unlawful messages, such as emails that infringe on copyright are also prohibited. Remember email is subject to subpoena in legal cases; therefore, employees should use the same care when creating emails that they use when composing a memorandum or a letter.

The size of email attachments will be regulated by IT staff to ensure the smooth operation of email systems. IT staff will address issues and technology changes as they become evident.

PII will not be emailed outside the confines of the AHA network unless it is properly encrypted and is sent only to those with a business need to know. AHA provides software specifically for this purpose, and staff must utilize it correctly at all times to avoid any privacy breach. This prohibition also applies to the forwarding of official AHA files, data, etc. to personal email accounts; even if encrypted, this activity is prohibited.

If an employee is receiving unwanted and unsolicited email messages, the employee must report this activity to his/her supervisor or IT staff. The AHA will investigate each incident as necessary.

**M.N. Email Disposition.** All users should archive email messages of a work-related matter. Email messages that relate to mundane issues, such as a scheduled refrigerator cleaning or doughnuts available in the Break Room, may be deleted. If in doubt about whether to archive or delete messages, you should archive or seek further guidance from IT staff.

## **VI. AHA INTRANET AND INTERNET**

The AHA Intranet, public website ([www.alamedahsg.org](http://www.alamedahsg.org)), and Internet connections are fundamental tools required for operating Yardi, GoogleApps, and other cloud-based services. They are also needed, ~~and~~ to provide timely and critical AHA information to employees, to increase public awareness of AHA programs, and to facilitate the agency’s mission and program goals.

AHA provides a desktop computer in the breakroom that is designated for staff personal use during breaks and lunch. Staff are allowed to connect personal devices to AHA WiFi only.:-

---

All administrative, design, policy and technical questions regarding the AHA Intranet site



and Internet website should be directed to IT staff.

## VII. ETHICS

The AHA requires that all users of its technology resources do so in a responsible manner in accordance with standards of normal professional ethics, AHA codes of conduct and policies, and in a legal manner that is strictly within a person's authorized job function. It is the expectation that all AHA staff, interns, contractors, and vendors adhere to every aspect of this policy and accept a personal obligation to perform work in the highest ethical and professional conduct.

Violations of this policy may result in disciplinary action up to and including termination of employment or cancelation of a vendor contract and may result in legal action.

AHA technology resources are provided to authorized employees, participants and vendors for the purpose of work-related activities; all computer users must always respect the priority of these purposes. In exchange for the privileges granted to authorized users, they agree to abide by the following standards:

1. To hold paramount the safety, health, and welfare of the public.
2. To respect the right to confidentiality of information and protect data belonging to the AHA, its employees, tenants, and participants.
3. To not advance personal, commercial, or political interests using agency technology resources, especially not at the expense of participants/tenants, colleagues, or the AHA.
4. To use technical knowledge, user rights, and permissions only to fulfill responsibilities to AHA.
5. To immediately report any incidents of personal noncompliance or noncompliance of staff members to the supervisor or IT Department.
6. To not physically mishandle or abuse any of the technology equipment or software.
7. To not transmit any material in violation of any state or federal law or regulation.
8. To use internet etiquette by not engaging in inappropriate use such as downloading and/or uploading offensive material and unapproved software, performing unauthorized actions and visiting unsafe websites.
9. To not access information beyond that directly related to their current job duties.
10. To maintain high standards of professional competence and practice when using AHA equipment and systems.
11. To respect the privacy of co-workers' information and not view or examine their email, files or computer data without a business need and securing the appropriate approvals to do so.

## VII.VIII. PROHIBITED ACTIVITIES



AHA technology systems, equipment and communication devices are for AHA business only. In addition, it is against local, state, and federal laws to interfere with or disrupt the AHA network, servers, desktop computers, other network equipment, software systems or services. It also violates the policies of AHA. Such prohibited interference or disruption includes but is not limited to:

- A. **Hacking.** Using the network to force unauthorized entry (hacking) into other information technology network devices or resources. Unauthorized users must not attempt to enter any server, workstation or computer with (or without) Internet access. Such an action is a violation of the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. 2510-22.
- B. **Introducing Viruses.** Introducing computer viruses, worms or trojans into the AHA network.
- C. **Unauthorized Use of Personal Identifiable Information (PII).** Downloading, copying, emailing, transmitting, etc., AHA-owned data, material, information, or software in violation of any local, state or federal law or AHA policies.
- D. **Spamming.** Distributing unsolicited advertising via email.
- E. **Chain Emails.** Chain emails are widely-distributed, non-business emails sent to dozens or hundreds of users. Creating, sending or forwarding chain emails is prohibited.
- F. **Sharing Passwords.** Sharing network system passwords.
- G. **Connecting Personal Devices to AHA Network.** Plugging in or attaching personal electronic devices to the AHA network is strictly prohibited. Personal devices can only be connected to AHA's WiFi.
- H. **Unauthorized Downloads.** Downloading games, non-authorized programs, music, video; playing games, using unauthorized programs on AHA desktops or laptops.
- I. **Degrading Bandwidth.** "Diluting" bandwidth by streaming non-authorized audio, video, or web services that serve to cause network slowdowns for AHA users.
- J. **Unauthorized Changes to Databases.** Making unauthorized changes or updates to any AHA database system. Making unauthorized changes to or deletions of any AHA data or files.
- K. **Unauthorized International Long Distance.** Making international long distance calls, texting, accessing Internet pages (*non-email* portals) from AHA-issued mobile devices or from AHA land lines without approval. As long as the AHA has a VOIP telephone system and domestic long distance calling incurs no cost to the AHA, domestic long distance calling during non-work time is permitted.

- L. **Unauthorized IT Equipment Removal.** Moving, altering, or replacing IT equipment without authorization of IT staff is prohibited.
- M. **Using Removable Storage.** Use of *personally purchased* portable memory storage devices on AHA premises is prohibited; exceptions will be addressed by Executive Director or the Management Analysts on a case-by-case basis. Removing AHA-issued portable memory storage devices from AHA premises is prohibited. Exceptions will be made for business needs upon written approval of Department Directors. The loading of PII such as social security numbers, payroll information, etc. onto portable memory storage devices, as well as onto CDs, floppy discs, external drives, etc. is strictly prohibited.
- N. **Personal Blogging on AHA Time.** Employees may not use AHA equipment or software on AHA time to conduct personal blogging or social network activities.
- O. **Posting Photos, Using Names or Other Confidential Information of AHA Employees, Customers, or Vendors on Personal Blogs.** Employees may not post photographs of other employees (without written consent), customers, or vendors on personal posts.
- P. **Linking Personal Blogs to AHA Website.** Employees may not link from a personal blog or social [network-media](#) to the AHA's website.

## VIII.IX. AHA USE OF SOCIAL MEDIA

~~In the future,~~ the AHA may use social media and social [networkmedia](#) sites to further enhance communications with various stakeholder organizations in support of the AHA's goals and objectives. This may enable department managers to publish articles, facilitate discussions and communicate information through various media related to conducting AHA business. Social media also may facilitate further discussion of AHA issues, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

- A. **Obtaining Approval.** All AHA social media sites must be: 1) approved by the Executive Director and IT staff; 2) published using approved AHA social [networking-media](#) platform and tools; and 3) administered by IT staff or designee.
- B. **Public Disclosure.** All social [networkmedia](#) sites ~~and entries~~ will clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
- C. **Introductory Statement.** Each AHA social [networkingmedia](#) site will include an introductory statement which clearly specifies the purpose and scope of the social [networkmedia](#) site or blog. When possible, social [networking-media](#) sites should link back to the official AHA website for forms, documents, and other information.
- D. **Prohibited Content.** AHA social ~~networking media~~ content and comments that contain any of the following will not be allowed to be posted:
1. Comments not topically related to the particular site or article being commented upon;
  2. Profane, [obscene or defamatory](#) language or content;
  3. Content that promotes, fosters, or perpetuates discrimination on the basis of race, ethnicity, creed, color, age, religion, gender, marital status, status with regard to public assistance, [medical condition](#), physical or mental disability, ~~or~~ sexual orientation, [gender identity and expression](#), [genetic information](#), [military or veteran status](#), ~~or,~~ [or any other basis protected by applicable federal, state, or local law](#);
  4. Sexual content or links to sexual content;
  5. Solicitations of commerce;
  6. Conduct or encouragement of illegal activity;
  7. Information that may tend to compromise the safety or security of the public or public systems; or
  8. Content that violates a legal ownership interest of any other party.
- E. **Right to Remove Content.** The AHA reserves the right to restrict or remove any content that is deemed in violation of this IT Policy or any applicable law.
- F. **Site Maintenance.** All social [networkingmedia](#) sites will clearly indicate they are maintained by AHA and must abide by AHA policy and will have AHA contact information prominently displayed.

- G. **Security Policies.** AHA IT security policies shall apply to all social [networkingmedia](#) sites and articles.
- H. **Representing the AHA.** AHA Board members and employees represent the AHA; as such, they must conduct themselves [on AHA social media](#) at all times as a representative of AHA and in accordance with all AHA policies.
- I. **Required Adherence to Policies.** AHA understands that Internet services are, and future social [networkingmedia](#) may become, common forms of communication in the workplace and among stakeholders and citizens. For [rulespolicies and guidelines](#) on personal use of Social Media, see the [Personnel PolicyEmployee Handbook](#). If you choose to [or are assigned to](#) participate in [AHA's social networks-media](#) as an AHA employee or AHA Board member; you must adhere to the following guidelines [when posting, publishing, sharing, commenting or otherwise performing work related to AHA social media sites](#):
1. AHA policies, rules, regulations and standards of conduct apply to employees that engage in social [networking-media](#) activities while conducting AHA business [on AHA social media](#). Use of your AHA e-mail address and communicating in your official capacity will constitute conducting AHA business.
  2. The Executive Director or designee has the option of approving or disallowing employees to participate in future [AHA social networkingmedia](#) sites as part of their job duties.
  3. Protect your privacy, the privacy of citizens, and the information that AHA holds. Follow all privacy protection laws (e.g., [HIPAA](#)) and protect sensitive, confidential information.
  4. Follow all copyright laws, public records laws, fair use and financial disclosure laws and any other laws that might apply to the AHA or your functional area.
  5. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their [prior](#) written approval.
  6. Correct your mistakes and do not alter previous posts without indicating that you have done so.
  7. Add value to AHA through your interaction. Provide worthwhile information and perspective.

## **IX.X. OTHER SOCIAL MEDIA GUIDELINES**

The AHA respects the right of employees to use social media for self-publishing and self-expression during personal time. Unless specifically authorized by AHA to do so as part of the employee's position, employees are not permitted to use forms of social media or technology on the Internet during working hours or at any time on AHA computers or other AHA-supplied devices. Misuse of social media is grounds for discipline up to and including termination of employment and/or personal legal liability. Here are guidelines to help you avoid disciplinary action:

- A. On personal social media, mMake it clear that you are speaking for yourself and not on behalf of the AHA. If you publish content on any website outside of the AHA's website and AHA's social media sites, and the content has something to do=is related to with the work you do or persons or topics associated with the AHA, use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of The Housing Authority of the City of Alameda."
- B. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the AHA workplace. Avoid comments or topics that may be considered objectionable or inflammatory.
- C. If you identify yourself as an AHA employee, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, citizens and other stakeholders.

Employees are bound by the AHA's workplace policies when using social media, including policies such as the workplace standards outlined in the Personnel Policy Employee Handbook, equal employment opportunity, anti-harassment, sexual harassment, confidentiality, and other related policies. These policies apply to the use of social media during non-working hours to the extent that the AHA is impacted in any way.

Be smart by protecting yourself, your privacy, and the AHA's confidential information. What you publish is widely accessible and will be around indefinitely, so consider the content carefully.

## ~~X~~.XI. ENFORCEMENT

A. AHA will follow all applicable federal, state and local laws and regulations related to the administration of this information technology policy. Some examples of the statutory supports of this policy are as follows:

1. Federal Information Security Management Act of 2002 (FISMA). FISMA consists of Title III of the E-Government Act of 2002 (U.S. Public Law 104347) which became effective on April 17, 2003. Per FISMA, “information security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide:
  - a) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information... [authenticity];
  - b) Confidentiality, which means preserving authorized restrictions on access and disclosures, including means for protecting personal privacy and proprietary information; and
  - c) Availability, which means ensuring timely and reliable access to and use of information.”

<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>

2. Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. This statute spells out the types of unauthorized electronic activities that are unlawful. Some examples include:

Communication Interference (Denial of Service Attacks) - 18 U.S.C. §§. 1362 & 1030 (a)5(A)(i)

Privacy & Security - 18 U.S.C. §§ 2510 & 2511

Spamming - 18 U.S.C. § 1037

3. The Computer Fraud and Abuse Act (as amended 1994 and 1996) (18 U.S.C. §1030). This federal statute governs those who:
  - (i) Knowingly causes the transmission of a program, information, code, or command and, as a result of such conduct, intentionally causes damage without authorization, to a protected computer;
  - (ii) Intentionally accesses a protected computer without authorization and, as a result of such conduct, recklessly causes damage; or
  - (iii) Intentionally accesses a protected computer without authorization and, as a result of such conduct, causes damage and loss;
4. California Penal Code Section 502. This law prescribes penalties for damaging, deleting, destroying data or otherwise disrupting computer operations.

5. California Public Records Act (“CPRA”), Government Code Section 6250. This statute requires the Housing Authority to make all public records available for inspection and to provide copies upon request.

#### B. Noncompliance

1. Failure to comply or willful violation of this IT Policy may be investigated and may result in disciplinary action against the employee in accordance with the ~~Personnel Employee Policy Handbook~~. When applicable, should the employee also violate federal, state or local laws, the AHA may notify the appropriate authorities and cooperate in any investigation as requested.
2. Employees will cooperate with any investigation regarding the use of AHA computer equipment and Internet usage.

~~Amended by Board of Commissioners on  
February 17, 2016~~



HOUSING AUTHORITY OF THE CITY OF ALAMEDA

**EMPLOYEE CERTIFICATION OF RECEIPT OF INFORMATION TECHNOLOGY (IT)  
POLICY**

I certify that I have been trained, read and reviewed the AHA INFORMATION TECHNOLOGY POLICY. By signing this form, I acknowledge that this policy applies to me and I agree to comply with it.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

cc: Employee Personnel File



# Housing Authority of the City of Alameda

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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: March 18, 2020

Re: Authorize the Executive Director to Negotiate an Increase to the Contract Between the Alameda Housing Authority and Nan MacKay and Associates in the Amount of a Total Not to Exceed \$250,000

---

## **BACKGROUND**

In April 2019, the Housing Authority entered into contract with the Nan Mackay and Associates for a period of five (5) years for an amount not to exceed \$180,000. The agreement is for consulting services for Finance and Housing Programs Departments and Yardi Assistance for those departments.

## **DISCUSSION**

The original Request for Proposal (RFP) was posted to the public in 2018. The consultant services agreement executed on April 1, 2019 between Nan McKay and Associates and the Housing Authority. Currently, Nan McKay and Associates provide support with the monthly HUD Voucher Management System (VMS) submission, Financial Data Submission (FDS) submissions as well as various consulting and trainings to departments, including the Finance and Housing Programs Departments.

In order to continue efforts to cross train personnel and support operations, staff requests to increase the contract amount to not exceed \$250,000 during the remaining four (4) years left in the contract.

## **FINANCIAL IMPACT**

The individual property budgets currently support this cost. The overall financial impact will be up to \$250,000 over the remaining four (4) years left in the current contract. As of March 2020, the Housing Authority has paid to Nan McKay and Associates approximately \$145,000.



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 2 of 2

**RECOMMENDATION**

Authorize the Executive Director to negotiate an Increase to the contract between the Alameda Housing Authority and the Nan MacKay and Associates in the amount not to exceed \$250,000.

Respectfully submitted,

Louie So

Louie So  
Director of Finance

Attachments:

1. Amendment to Consultant Services Agreement
2. Consultant Services Agreement executed April 1, 2019



**FIRST AMENDMENT TO  
CONSULTANT SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT** (“**Amendment**”) is entered into as of March 1, 2020, (“**Amendment Effective Date**”) by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (“**Authority**”), and NAN MCKAY AND ASSOCIATES, INC., a California corporation (“**Consultant**”). The Authority and the Consultant are individually referred to in this Amendment as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

- A. The Authority and Consultant entered into that certain Consultant Services Agreement date April 1, 2019 (“**Agreement**”) to provide financial consultant services to Authority as more specifically set forth therein. All capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
- B. The Agreement term commenced on April 1, 2019 with a termination date of March 30, 2021, with an option to extend the term to October 29, 2023 upon the Parties execution of a written amendment to the Agreement.
- C. The compensation currently authorized under the Agreement is the not to exceed maximum total amount of One Hundred and Eighty Thousand Dollars (\$180,000).
- D. The Authority's financial department is in need of additional financial management and consultant services beyond March 31, 2021 which will also result in an increase in costs paid to Consultant in excess of the current contract amount.
- E. Authority desires to exercise the right to extend the term set forth in the Agreement from the March 30, 2021 termination date to October 29, 2023, and to increase the maximum contract amount by an additional Seventy Thousand Dollars (\$70,000) such that the new maximum contract amount shall be increased from One Hundred and Eighty Thousand Dollars (\$180,000) to the new proposed maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000).
- I. The Authority and Consultant desire to amend the Agreement to provide for the following, (i) extension of the term to October 29, 2023 as permitted in Section 1. of the Agreement, (ii) increase the maximum contract amount by an additional Seventy Thousand Dollars (\$70,000) such that the new maximum contract amount shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).

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

1. **Recitals.** The Recitals and attachments referenced above are incorporated in this Amendment by this reference and adopted by the Parties to be true and correct.
2. **Extension of Agreement Term.** The Completion Date set forth in the Agreement shall be extended from March 31, 2021 to October 29, 2023. Section 1. of the Agreement

titled, "TERM," is hereby deleted in its entirety and replaced with the following:

" **TERM**. The time for Completion shall be October 29, 2023 (the "Completion Date"), unless terminated earlier as set forth herein."

3. **Compensation to Consultant.** The maximum total amount to be paid by Authority to Consultant under the Agreement shall be increased from a maximum total amount of \$180,000 to \$250,000. The second sentence in Section 3. of the Agreement titled, "COMPENSATION TO CONSULTANT" which reads, "Total compensation under this contract shall not exceed \$180,000.00," is hereby deleted in its entirety and replaced with the following:

"Total compensation under this contract shall not exceed \$250,000.00."

6. **Miscellaneous.**

a. **Further Cooperation.** The Parties agree to execute such other instruments, Agreements and amendments to documents as may be necessary or appropriate to effectuate the Agreement as amended by this Amendment.

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**SIGNATURES ON FOLLOWING PAGE**

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

**AUTHORITY:**

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

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

**CONSULTANT:**

NAN MCKAY AND ASSOCIATES, INC., a California corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into this 1st day of April 2019, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and Nan McKay and Associates Inc. (a California corporation, partnership, sole proprietor, individual, joint venture) whose address is 1810 Gillespie Way, Suite 202 El, Cajon, CA 92020 (hereinafter referred to as Consultant), 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. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

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

D. AHA and Consultant desire to enter into an agreement for financial consultancy services.

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

1. **TERM:**

The time for Completion shall be by March 30, 2021 (the "Completion Date"), unless terminated earlier as set forth herein. The parties may choose by mutual agreement to extend the term of the Services Agreement up to October 29, 2023 and shall do so by executing a written amendment to the Agreement.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform services according to the schedule set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

AHA agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of AHA, of those tasks which take place during the term of this Agreement. AHA will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. AHA shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice.

Total compensation under this contract will not exceed \$180,000.00.



## CONSULTANT SERVICES AGREEMENT

Page 2

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

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

**5. STANDARD OF CARE:**

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

**6. INDEPENDENT PARTIES:**

AHA and Consultant 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 Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. 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 Consultant, 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 Consultant. Payments of the above items, if required, are the responsibility of Consultant.

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

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

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

**8. NON-DISCRIMINATION:**

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

**9. INDEMNIFICATION/HOLD HARMLESS:**

Consultant shall indemnify, defend, and hold harmless AHA, its Board of Commissioners officials, employees and designated 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 negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

## CONSULTANT SERVICES AGREEMENT

Page 3

10. **INSURANCE:**

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

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

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

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

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

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

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

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

OR

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

(4) **Professional Liability:**

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

B. **SUBROGATION WAIVER:**

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

## CONSULTANT SERVICES AGREEMENT

Page 4

**C. FAILURE TO SECURE:**

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

**D. ADDITIONAL INSURED:**

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

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

**E. SUFFICIENCY OF INSURANCE:**

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

**11. CONFLICT OF INTEREST:**

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

**12. PROHIBITION AGAINST ASSIGNMENTS:**

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

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

**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 Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant.

## CONSULTANT SERVICES AGREEMENT

Page 5

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

14. **PERMITS AND LICENSES:**

Consultant, 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 Consultant pursuant to or in connection with this Agreement shall be the exclusive property of AHA. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to AHA the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of AHA, and all publication rights are reserved to AHA.

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

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

C. Consultant 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 Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by AHA.

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

16. **RECORDS:**

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

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

## CONSULTANT SERVICES AGREEMENT

Page 6

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

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
ALAMEDA CA 94501-2161  
Attention: Vanessa Cooper, Executive Director

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

Nan McKay and Associates, Inc.  
1810 Gillespie Way, Suite 202  
El Cajon, CA 92020  
Attn: Mike Petro, Vice President of Finance

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

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

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by the AHA. 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 Consultant 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:**

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

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:**

Consultant 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



## CONSULTANT SERVICES AGREEMENT

Page 7

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

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

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

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 Consultant.


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.

Nan McKay and Associates, Inc.

HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA



Michael Petro  
Vice President of Finance



Vanessa M. Cooper  
Executive Director



John McKay  
CEO



Exhibit A - Scope of Work**Area One – Financial Management**

- Ongoing high-level consultant support in managing the AHA books, train staff and resolve accounting issues at least until December 31, 2019 (monthly 1- 3 weeks onsite, 1-3 weeks offsite)
- One on one training of Finance director and Controller (dates and times to be determined or during regular consultant visit)
- Monthly submission of VMS (up to three days offsite per month as needed)
- Biannual submission of FDS (additional time as needed in August and February each year)
- Yearend close process "Balance Sheet Analysis approach" for fiscal year ending June 30, 2019 and fiscal year ending June 30, 2020. Work to start at least 3 months before FDS is due to be submitted.
- Assistance with ICD reconciliation, audit and LIHTC cost certification as necessary
- Annual entries for OPEB and pension for the audit and liaison as necessary with AHA's auditor and actuaries.
- Review of cost allocation plan and proposal for changes Conversion from an indirect cost allocation system to a fee-for-service system. (not expected to start until 2020)
- Other accounting and advisory services as need

**Consulting**

Work will be agreed to using the following process: The initial "not to exceed" amount is for \$180,000.00. Nan McKay will issue a calendar/pricing for each quarter, or sooner if needed, detailing exact dates of consultancy services onsite and off-site as well as an approximate pricing, total amount invoiced to date for contract and a not to exceed amount for that period.

Short term additional needs will be agreed upon in writing between the Executive Director and Nan McKay. Nan McKay will issue a new modification if those services will exceed the new "not to exceed amount".

## CONSULTANT SERVICES AGREEMENT

**Exhibit B – Fee Schedule**

Hourly rates does not include other direct costs.

Resource	Year 1 – 2 Hourly Rate	Year 3 Hourly Rate	Year 4 Hourly Rate	Year 5 Hourly Rate
Executive Consultant	\$250	\$258	\$265	\$273
Supervising Consultant	\$195	\$201	\$207	\$213
Technical Advisor	\$165	\$170	\$175	\$180
Sr. Consultant/Sr. Financial Consultant	\$150	\$155	\$159	\$164
Consultant II/Financial Consultant II	\$140	\$144	\$149	\$153
Consultant I/Financial Consultant I	\$130	\$134	\$138	\$142
IT Senior Consultant	\$175	\$180	\$186	\$191
IT Consultant	\$150	\$155	\$159	\$164
Sr. Project Manager	\$150	\$155	\$159	\$164
Project Manager	\$130	\$134	\$138	\$142
Project Coordinator	\$96	\$99	\$102	\$105
Training Consultant	\$115	\$118	\$122	\$126
Housing Analyst II	\$110	\$113	\$117	\$120
Housing Analyst I	\$105	\$108	\$111	\$115
Program Analyst	\$90	\$93	\$95	\$98
Program Assistant	\$80	\$82	\$85	\$87
Research Assistant	\$80	\$82	\$85	\$87
Housing Specialist II	\$55	\$57	\$58	\$60
Housing Specialist I	\$45	\$46	\$48	\$49
Administrative Assistant	\$28	\$29	\$30	\$31

**Travel Accommodations Expense Requirements-Consultants (6-6-14)**

Consultants are expected to use prudent planning in arranging business travel to control costs. Consultant is expected to exercise business judgment to align expenses with requirements of the Housing Authority (AHA). Only necessary and reasonable business expenditures will be reimbursed.

Any Consultant who incurs business expenses on behalf of AHA must submit an expense report with appropriate documentation explaining the business purpose of travel and itemizing expenses.

**Air Transportation**

In general, Consultants should fly at the lowest cost economy fare. As circumstances permit, air transportation should be booked in advance to achieve the lowest available advance-purchase fare.

**Ground Transportation**

When using ground transportation, Consultants should select the most economical mode of reliable and safe transportation. Reimbursement will be for the actual and reasonable expense incurred while on AHA business.

Rental cars are to be the lowest cost vehicle at a cost and class no greater than that which is necessary to conduct business.

**Corporate Automobile Liability**

Coverage shall be a minimum of \$1,000,000 per accident for Bodily Injury and Property Damage \$2,000,000 Annual aggregate. Automobile liability insurance shall be as broad as Insurance Services Office form number CA 00 01 covering Code 1 (any auto: owned, hired or leased).

In lieu of Corporate Automobile Liability Coverage, Consultant shall purchase rental car insurance for limits of not less than \$1,000,000 at no additional cost to the AHA. This rental car insurance provision shall apply when the Consultant's firm's auto liability policy does not include the above referenced insurance provisions (i.e. any auto Code 1).

**Accommodations**

Expenses for lodging are to be for a standard single room rate at the most reasonable priced mid-tier hotel available. Exceptions may be made for Consultants attending conventions and meetings with hotels; other exceptions require business rationale, which must be documented and approved by the AHA. Where extended travel is involved, reduced rates and/or extended-stay hotel options must be considered.

Out-Of-Pocket Expenses

Incidental expenses will be reimbursed for the actual and reasonable cost incurred unless otherwise stated by local county laws and regulations, (e.g. daily allowance instead of actual cost.) Receipts are required at an expenditure level to satisfy local tax requirements.

Non-reimbursable Expenses

Consultants may not be reimbursed for out-of-pocket expenses of a personal nature

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: March 18, 2020

Re: Accept the Finance and Budget Variance Report for January 31, 2019

### **BACKGROUND**

This high-level, Budget Variance Report covers preliminary unaudited financial operating results compared to the FY 2019-20 budget for the period and month ending January 31, 2020. Although the year-end financial data is on an accrual basis, the month-to-month financials are on a cash basis. The numbers presented are subject to change based on the adjustments from the final audited financial statement report. Pension and OPEB (Other Post-Employment Benefits) FY 2019 audit adjustments are not in the report. The FY 2019 audit is slated to be finalized in the month of March 2020.

On June 19, 2019, the Board of Commissioners approved a one-year operating budget for all programs covering the fiscal year July 1, 2019 through June 30, 2020.

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. The AAHC financial statements will also be presented for approval in a separate annual AAHC Board 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 under budget by \$995,593 (3.58%), operating expenses are below budget by \$1,163,621 (4.39%), and net income (before depreciation) is higher than budget by \$168,028. Rosefield 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. Please note that \$312,766 of revenue that is under budget represents (Account 7110092) MOU pass-through



reimbursements with a corresponding expense offset. This will be further discussed below.

### Operations Budget - Revenue

Year-to-date - Rental income (Total Tenant Revenue) of \$7,028,218 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 \$585,392 or 7.69%. The second half of the fiscal year tax increment payments from the City of Alameda (Account 7030060) for Independence Plaza (approximately \$94,000/month) will be applied for after the completion of the audited financial statements (slated for March 2020) and shows as zero for the month of January 2020.

The total of Tenant rental income and the Tax Increment Payment is under budget by \$103,798. HAP received for AHA properties is lower than budget by \$407,400 (8.75%), while vacancy is above budget by \$82,092. Although HAP received for AHA properties has not achieved budgeted amounts for FY 2020 year-to-date, the amounts received are on par with the rolling 12-month actuals, with the exception of Rosefield .

Lower rental income is expected due to held vacancies at Independence Plaza from ADA rehab work and relocation-related activities.

Rosefield Village is one significant reason for the loss of income. Lower rental income is anticipated for the year due to tenant relocations and vacancies from the planned rehabilitation of the property. At this time, vacancies are almost at 100%. The budget estimated 50% occupancy. YTD actual vacancy loss at this property is \$238,491 lower than budget. Please see below for the Rosefield actual and budget vacancy comparison for fiscal YTD.

Rosefield Village	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	Total year to date
Actual Vacancies	43,845	46,601	56,831	60,915	60,915	67,095	77,032	413,234
Budgeted Vacancies	24,965	24,963	24,963	24,963	24,963	24,963	24,963	174,743

Occupancy at Independence Plaza is improving though new vacancies continue to occur due in the winter months. At the end of January, there were six vacancies. Vacancies are likely to remain; however, as is the case this month, some tenants will be relocated to vacant units to address an essential elevator repair.

Staff is increasing contract rents at the sites, with the exception of Independence Plaza.

Other Income is \$430,697 less than year-to-date budgeted mostly due to lower professional service revenue received, which includes funding from the Alameda Rent Program ("RP") and Housing and Community Development ("HCD"). City of



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 3 of 6

Alameda MOUs that are received in arrears and accounted for under (7110092 Professional Service Revenue) can be found in the attached exhibit. Please see the chart below for the monthly reimbursements for both the HCD and RP.

For HCD, \$100,000 was paid from Island City Development (“ICD”) per the executed Services Agreement between ICD and AHA in December 2019.

For RP, additional landlord database work has been billed and reimbursed on a monthly basis. It is anticipated that the 2020 monthly reimbursements will be below trend due to a staff resignation, effective December 2019.

Billings	FY 19-20 Budget	Budget - Monthly Basis	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Nov	20-Jan	Total year to date
HCD	1,024,812	85,401	35,836	41,006	40,469	43,095	55,344	141,731	37,353	394,834
RP	1,110,000	92,500	62,222	75,060	71,202	73,188	90,233	106,245	62,091	540,241

Administrative Fee income from HUD is slightly lower than the year-to-date budget by \$25,946 (0.63%). The factors that affect how much Administrative Fee AHA receives are the proration percentage and the number of units leased. HUD provided an increase of 4% in the proration factor from 76% to 80% that accounts for this higher number. 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.

### Expenses

Net profit from operations (before depreciation) is \$1,495,034 for the period year-to-date (higher than budget by \$168,028).

Total operating expenses are lower than the year-to-date budget by \$1,163,621 (4.39%). 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.).

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

Total Utilities are lower than budget by \$105,333, which is attributed to a classification of sewer charges to “9160131 Tax & Government Fees” as the City of Alameda charges for actuals of \$99,637. When accounting for that adjustment, Total Utilities are on par with budget.

AHA has outsourced two (2) properties, the aforementioned Eagle Village and Rosefield Village projects to The John Stewart Company and the AHA maintenance team performs more of the maintenance work in AHA’s managed properties rather than using outside vendors.





Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 4 of 6

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

The Housing Assistance Payments (HAP) pass-through includes all the Housing Choice Voucher/Section 8, Shelter Plus Care, and Bessie Coleman (SRO) programs. Year-to-date HAP revenue is \$57,783 (0.31%) higher than budget.

Shelter Plus Care revenue is paid in arrears by the Alameda County Housing and the Community Development Department. The total amount outstanding is \$71,756 for November 2019 and December 2019 activity. January's statement will be sent in the month of March 2020 for reimbursement and is approximately \$35,000.

Staff continues to make progress on \$228,750 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.

Staff started issuing regular vouchers, as well as Family Unification Program (FUP) vouchers earlier in 2019. HAP payments to property owners are slightly higher than budget by \$464,068 (2.64%). 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.

### Statement of Net Position

The Housing Authority has adequate cash resources for operations. As of January 31, 2020, AHA, AAHC and its affiliates have \$7.5 Million in cash, and \$19.8 Million held in LAIF and CAMP.

## **OTHER ISSUES IMPACTING FINANCE DEPARTMENT**

### Staffing

Training continues for the Finance Department. Nan McKay and Associates continues to provide consulting and training services including HUD's monthly Voucher Management System (VMS) report and the annual unaudited Financial Data Schedule (FDS). In addition to regular operational finance functions (i.e. payroll, receipts, and disbursements), the Finance Department is working on the preparation of the transfer of Independence Plaza from AHA to AAHC in Calendar Q1 2020.

### Audit and Tax

#### AHA

The financial auditor, Citrin Cooperman & Company LLP (Citrin Cooperman), began preliminary work for the audited financial statements for the fiscal year ended



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 5 of 6

June 30, 2019 in October 2019. Citrin Cooperman was onsite in early November 2019 to accommodate the HUD financial statement submission deadline of March 2020. During audit fieldwork, the Citrin Cooperman team met with various members of management, staff and a BOC member. J. Michael Stephens, the audit partner with Citrin Cooperman, will present the Audit during this Board of Commissioners meeting and is Agenda Item 9-D. Please see the “Accept the Audit report for Fiscal Year Ending June 30, 2019” memorandum for further details.

The final FY 2019 FDS submission is due to HUD’s Real Estate Assessment Center by March 2020.

#### Alameda Affordable Housing Corporation (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 are due to the Internal Revenue Service and California Franchise Tax Board by May 2020. Citrin Cooperman has been engaged to complete these tax returns.

#### Island City Development (ICD)

AHA is working with Holthouse, Carlin & Van Tright LLP for audit work of Island City Development and the two low-income housing tax credit project (LIHTC) partnerships (Sherman & Buena Vista, L.P. and Everett & Eagle, L.P., the “LPs”). The draft audited financial statements and tax returns have been submitted to the LIHTC investors for their review. It is anticipated that the audited financial statements for the LPs can be finalized by April 2020, while the tax returns will be filed by the extended deadline of September 15, 2020. The LPs are still awaiting 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 of March 15, 2020. These LLC affiliates have minimal activity.

#### Unfunded Pension Liabilities

Further discussions on the Unfunded Pension liabilities will be brought before the Board of Commissioners in Q2 2020.

#### Budget

Certain carrying costs for North Housing were not presented in the FY 2020 budget. Please see below for revised amounts. These costs will be recorded as a variance for FY 2020 and will be built into the FY 2021 budget if applicable. There is sufficient room in the FY 2020 to cover these costs.



Account	Account	Budget	Expense Description
9160110	Legal Expense	15,000	General legal w/GC and eviction counsel
9429100	Maintenance Contracts - Services	65,000	Boarding services
9430020	Maintenance Contracts - Plumbing	9,000	Plumbing caps to stop water waste
9430030	Maintenance Contracts - Landscape, Pool, Pond Maintenance	40,800	Lawn mowing and debris removal
9430090	Maintenance Contracts - Security and Nurse Call Systems	124,824	Site security
9430130	Maintenance Contracts - Other	1,000	Prevailing wage monitoring
9610030	Insurance - Property	27	General property insurance
9610060	Insurance - Other	4,145	PLL

Additionally, updates to certain revised property budgets will be presented (Rosefield Village and Eagle Village) to the Board of Commissioners for approval in the upcoming months.

Banking and Investing Activities

Island City Development will open a separate CAMP (California Asset Management Program) account in the month of March 2020.

**RECOMMENDATION**

Accept the Finance and Budget Variance Report for January 31, 2019

Respectfully submitted,

*Louie So*

Louie So, CPA  
Director of Finance

Attachments:

1. Balance Sheet – Period July 2019 – January 31, 2020
2. Budget Comparison – Revenue & Expense
3. AHA Revenue & Expense (Actual versus Budget)



## Balance Sheet (With Period Change)

Period = Jul 2019-Jan 2020

Book = Accrual

		Balance
		Current Period
<b>1000000</b>	<b>ASSETS</b>	
<b>1100000</b>	<b>CURRENT ASSETS</b>	
<b>1101000</b>	<b>CASH</b>	
1110010	Cash - Unrestricted	4,579,603.64
1110012	Cash - Reserve for Building	78,450.83
1110013	Cash - Reserve for 3rd Party Managed Buildings	1,105,018.12
1110014	Cash - Reserve for Equipment	2,152.00
1110018	Cash - Operating Checking with 3rd Party	775,543.21
1110019	Petty Cash with 3rd Party	200.00
1110020	Cash - Petty cash	500.00
1110021	Cash - Benefit Account	81,645.68
1110030	Cash - FSS	109,768.00
1110040	Cash - Replacement Reserve Bldg	126,415.00
1130030	Cash - Restricted Sec Dep	76,775.00
1140000	Cash - Tenant Security Deposits	500,240.25
1140050	Cash - Tenant Security Deposits with 3rd Party	41,718.00
1199000	TOTAL CASH	7,478,029.73
1200000	ACCOUNTS RECEIVABLE	
1210000	Accounts Receivable - PHA	0.00
1240010	Accounts Receivable - Government	1,064,364.37
1240050	HAP Rent Receivable	58,131.49
1250010	Accounts Receivable - Other	676,629.68
1250050	Accounts Receivable - 3rd Party Management	34,734.33
1255000	Subsidy Suspense Receivable	-28,160.84
1260000	Accounts Receivable - Tenant	429,417.58
1260050	Accounts Receivable - Tenant Rent with 3rd Party	21,508.87
1261000	Allowance for Doubtful Accounts -Dwelling Rent	-61,830.05
1280000	Fraud Recovery	36,869.40
1281000	Allowance for Doubtful Accounts - Fraud	-36,144.20
1290000	Accrued Interest Receivable	26,955.00
1299000	TOTAL ACCOUNTS RECEIVABLE	2,222,475.63
1300000	INVESTMENTS AND OTHER CURRENT NOTES	
1310000	Investments(LAIF)- Unrestricted	9,610,096.02
1320010	Investments - Other	200.00
1320020	Investments(LAIF) (Restricted) - FSS Escrow	-327.20
1320030	Investments(LAIF)- Building Reserve	1,144,140.13
1320040	Investments(LAIF) - Equipment Reserve	281,416.02
1320201	Investment Reserved for IP-LAIF	427,804.64
1350010	Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,379.90
1350023	PFM-Accured Interest	-130.02
1350031	Investments - CAMP	8,339,090.61
1350100	Mortgage Receivable	26,184,320.63

**Balance Sheet (With Period Change)**

Period = Jul 2019-Jan 2020

Book = Accrual

		Balance
		Current Period
1350103	Mortgage Receivable-Jack Capon L. P.	122,558.53
1350105	Loan Receivable-Security Deposit Loan	92,569.00
1350106	Loan Receivable - ICD	15,329,430.00
1350107	Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000.00
1350109	Loan Receivable - Section 8	1,790,000.00
1360000	TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	65,322,678.28
1400000	PREPAID EXPENSES	
1420010	Prepaid Insurance - Property	16,573.72
1420020	Prepaid Insurance - Liability	11,654.30
1420030	Prepaid Insurance - Auto	1,368.26
1420040	Prepaid Insurance - Worker Comp	21,824.25
1420050	Prepaid - Other	74,430.04
1420051	Prepaid Rent	14,400.00
1420070	Escrow Deposits - Property	87,630.60
1420075	Escrow Dep. PNC Hedge Res.	70,757.98
1430000	Inventories	3,293.64
1430010	Replacement Reserve-NorthMarq Loan	551,194.06
1430020	Reserve for Replacement NorthMarq	526,812.31
1440099	TOTAL PREPAID EXPENSES	1,379,939.16
1440105	INTERPROGRAM	
1440110	Interprogram (Due From)	173,770.73
1440111	Interprogram Due From Sherman St FACSA	12,725.19
1440112	Interprogram Due From Lincoln St FACSA	7,093.49
1440210	Interprogram Due From Esperanza	687.81
1440411	Interprogram Due from Detached Home	-0.02
1440451	Interprogram Due From 2437 Eagle Ave - 4532	19,735.40
1440452	Interprogram Due From Stargell Commons	8,156.24
1440453	Interprogram Due From Island City Development - 4530	203.94
1440601	Interprogram Due From ABD	-22,495.73
1440602	Interprogram Due From Rosefield Village - 4537	218.80
1440603	Interprogram Due From Parrot Gardens	15.11
1440604	Interprogram Due From Stanford House	4.67
1440605	Interprogram Due From Lincoln/Willow	15.12
1440606	Interprogram Due From Senior Condos	18.23
1440607	Interprogram Due From China Clipper	407.65
1440608	Interprogram Due From Regent Street Land	1,530.11
1440609	Interprogram Due From Santa Clara Land	60.19
1440610	Interprogram Due From Eagle Village	264.80
1440613	Interprogram Due From Shinsei Gardens	2,580.11
1440710	Interprogram Due From Section 8 Vouchers	435,589.63
1440740	Interprogram Due from HCV	0.00
1440781	Interprogram Due From New FSS Grant	0.00

## Balance Sheet (With Period Change)

Period = Jul 2019-Jan 2020

Book = Accrual

		Balance
		Current Period
1440810	Interprogram Due From Independence Plaza	610.59
1440899	TOTAL INTERPROGRAM	641,192.06
1500000	TOTAL CURRENT ASSETS	77,044,184.84
1590000	LONG TERM ASSETS	
1600000	FIXED ASSETS	
1609999	LAND AND BUILDINGS	
1610000	Land	58,219,778.63
1620030	Buildings	31,599,052.95
1620031	Buildings Improvements	2,146,759.76
1629000	TOTAL LAND AND BUILDINGS	91,965,591.34
1630040	Furniture and Equipment - Dwelling	355,074.81
1630041	Furniture and Equipment - Other	116,685.50
1650000	Leasehold Improvements	14,403,941.09
1660030	Accumulated Depreciation	-29,427,381.92
1660060	Accumulated Depreciation - 3rd Party	-532.61
1699000	TOTAL FIXED ASSETS	77,413,378.21
1800000	DEFERRED OUTFLOW	
1800200	Deferred Outflow of Resources	2,484,436.69
1890000	TOTAL DEFERRED OUTFLOW	2,484,436.69
1900000	CONSTRUCTION IN PROGRESS	
1900100	CIP - On Site Improvement	-381.10
1900210	CIP - Architectural & Engineering Fees	195.00
1900230	CIP - Professional Services (Other)	17,208.00
1900290	CIP - Organization - Legal	6,077.50
1900410	CIP - Environmental Testing & Reports	13,800.00
1900420	CIP - Permit & Fees (plan'g,build'g,public work,school dist)	4,085.80
1900430	CIP - Utilities Fees	607.60
1919999	TOTAL CONSTRUCTION IN PROGRESS	41,592.80
1929999	TOTAL LONG TERM ASSETS	79,939,407.70
1999999	TOTAL ASSETS	156,983,592.54
<b>3000000</b>	<b>LIABILITIES AND EQUITY</b>	
<b>3005000</b>	<b>LIABILITIES</b>	
<b>3100000</b>	<b>CURRENT LIABILITIES</b>	
<b>3100500</b>	<b>ACCOUNTS PAYABLE</b>	
3120010	Accounts Payable<= 90 Days	123,495.18
3120011	Accounts Payable -CALPERS (employee portion)	271.04
3120012	Accounts Payable-Health Insurance (employee portion)	24.13
3120014	Accounts Payable-Garnishment (employee portion)	-128.50
3120015	Accounts Payable-Vision Insurance (employee portion)	448.50
3120016	Accounts Payable-Life Insurance (employee portion)	-736.68
3120018	Accounts Payable-PARS retirement (employee portion)	133.76
3120019	Accounts Payable-Flexible Spending Account(employee portion)	2,972.45

**Balance Sheet (With Period Change)**

Period = Jul 2019-Jan 2020

Book = Accrual

		Balance
		Current Period
3120021	Employees Cobra	104.80
3120022	Accounts Payable-PERS 1959 Surv(Employee Portion)	40.92
3120023	Accounts Payable-FSA Transit Plan	441.19
3120024	Accounts Payable FSS	83,923.31
3120026	Accounts Payable FSS Interest	-42.30
3120029	Accounts Payable - 3rd Party Management Company	13,873.51
3120030	Accrued Wage/Payroll Taxes Payable	1,101.95
3120040	Accrued Compensated Absences - Current Portion	138,784.87
3120045	Accrued Vacation Payable - 3rd Party Management	6,469.73
3120070	Accrued Payables	13,652.50
3120075	Accrued Accounts Payable - 3rd Party Management	118,070.32
3330010	Account Payable - Other Government	0.00
3330020	Account Payable - HUD	0.00
3330100	Tenants- Rents Payable	9,900.00
3339000	TOTAL ACCOUNT PAYABLE	512,800.68
3400000	SECURITY DEPOSITS HELD	
3410010	Tenant Security Deposits	453,902.42
3410015	Tenant Security Deposits - held with 3rd Party Management	41,268.00
3410020	Tenant Security Deposits - Pets	1,375.00
3410030	Tenant Security Deposits - Gate Opener	50.00
3410040	Tenant Security Deposits - Satellite Dish/Antenna	1,700.00
3410060	Tenant Security Deposits - Pooled Interest	63,760.13
3410999	Security Deposit Refund	9,188.73
3419000	TOTAL SECURITY DEPOSITS HELD	571,244.28
3419900	OTHER LIABILITIES	
3420000	Prepay Tenant Rent	93,304.10
3421000	Prepay Tenant Rent - 3rd Party Management	1,861.68
3425000	Unearned Revenue	561,397.00
3426000	Prepaid Ground Lease Rent	3,410,000.00
3430000	Current Portion of Long Term Debt - Capital Projects	248,440.46
3449000	TOTAL OTHER LIABILITIES	4,315,003.24
3470000	INTERPROGRAM	
3470050	Interprogram (Due to)	120,099.01
3470110	Interprogram Due To General Fund	488,219.12
3470601	Interprogram Due To Anne B Diamant Plaza	19,786.00
3470710	Interprogram Due To Section 8 Vouchers	0.00
3471000	Due To/Due From Suspense Account	61,069.96
3480000	TOTAL INTERPROGRAM	689,174.09
3499000	TOTAL CURRENT LIABILITIES	6,088,222.29
3500000	NON-CURRENT LIABILITIES	
3510100	Mortgage Loan Payable	36,062,106.46
3510103	Mortgage Loan Payable- Alameda County	0.00



**Balance Sheet (With Period Change)**

Period = Jul 2019-Jan 2020

Book = Accrual

		Balance
		Current Period
3510130	Interest Payable - City of Alameda Loan	1,051,299.00
3510140	Home Fund Loan #1	217,924.70
3510150	Housing Community Dev. Loan	916,399.98
3510157	Loan Payable - Esperanza	1,790,000.00
3510158	Loan Payable - CDBG	575,000.00
3510160	Home Fund Loan #2	282,700.00
3540000	Accrued Compensated Absences - Noncurrent	104,966.97
3570000	OPEB Liability	13,058.39
3580000	Pension Liability	2,105,769.61
3599000	TOTAL NON-CURRENT LIABILITIES	<u>43,119,225.11</u>
3999000	TOTAL LIABILITIES	<u>49,207,447.40</u>
4000000	Equity/Net Assets	
4000001	EQUITY	
4000100	DEFERRED INFLOW	
4001000	Deferred Inflow of Resources	2,482,245.79
4900000	TOTAL DEFERRED INFLOW	<u>2,482,245.79</u>
4999999	CONTRIBUTED CAPITAL	
5010000	Net Investment in Capital Assets	8,938,655.40
5080060	Donations	36,197,725.00
5090000	Unrestricted	37,614,882.36
5120000	Unrestricted	21,938,354.06
5120010	Net Restricted Assets	604,282.53
5950000	TOTAL CONTRIBUTED CAPITAL	<u>105,293,899.35</u>
5999900	TOTAL EQUITY	<u>107,776,145.14</u>
6000000	TOTAL LIABILITIES AND EQUITY	<u>156,983,592.54</u>

**Budget Comparison (with PTD)**  
Period = Jul 2019-Jan 2020  
Book = Accrual

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
<b>6999990 INCOME</b>								
<b>7000000 REVENUE</b>								
<b>7020000 TENANT REVENUE</b>								
7030000 Tenant Rental Revenue	385,644	309,729	75,915	24.51	2,650,684	2,305,196	345,488	14.99
7030030 Maintenance Charges	(645)	-	(645)	N/A	2,966	-	2,966	N/A
7030040 Late Charges	795	-	795	N/A	3,995	-	3,995	N/A
7030050 Miscellaneous Other Charges	-	-	-	N/A	306	-	306	N/A
7030060 Tax Increment Payments from the City of Alameda	-	144,445	(144,445)	-100.00	561,829	1,011,115	(449,286)	-44.43
7030100 Tenant HAP Subsidy	642,926	664,886	(21,960)	-3.30	4,246,812	4,654,212	(407,400)	-8.75
7030110 Vacancy Loss	(81,454)	(53,492)	(27,962)	N/A	(456,540)	(374,448)	(82,092)	N/A
7030300 Commercial Rents	2,563	2,505	58	2.32	17,886	17,535	351	2.00
7040000 Other Tenant Revenue	-	-	-	N/A	281	-	281	N/A
7050000 TOTAL TENANT REVENUE	949,829	1,068,073	(118,244)	-11.07	7,028,218	7,613,610	(585,392)	-7.69
<b>7060000 FEDERAL GRANTS</b>								
7060060 Shelter Plus Care Revenue	-	37,217	(37,217)	-100.00	223,283	260,519	(37,236)	-14.29
7069000 TOTAL FEDERAL GRANTS	-	37,217	(37,217)	-100.00	223,283	260,519	(37,236)	-14.29
<b>7100000 OTHER INCOME</b>								
7110010 Investment Income - Unrestricted	-	11,307	(11,307)	-100.00	62,975	79,153	(16,178)	-20.44
7110011 Interest Income	17,754	25,403	(7,649)	-30.11	108,914	177,821	(68,907)	-38.75
7110012 PFM-Investment Income	-	1,990	(1,990)	-100.00	-	13,930	(13,930)	-100.00
7110020 Interest on Equip. Reserve	-	278	(278)	-100.00	1,057	1,950	(893)	-45.80
7110030 Interest Earned on Operating Reserve	-	52	(52)	-100.00	-	364	(364)	-100.00
7110060 Interest - Replacement Reserve	-	4,036	(4,036)	-100.00	7,989	28,253	(20,264)	-71.72
7110070 Other - Income	7,120	610	6,510	1,067.27	16,365	4,270	12,095	283.27
7110075 Laundry Commission	2,249	2,224	25	1.14	14,072	15,568	(1,496)	-9.61
7110082 Land Fee/Ground Lease	447	447	(0)	0.00	1,341	3,129	(1,788)	-57.14
7110092 Professional Service Revenue	99,444	177,901	(78,457)	-44.10	932,541	1,245,307	(312,766)	-25.12
7150030 Miscellaneous Other Revenue	-	-	-	N/A	1,730	-	1,730	N/A
7150050 Miscellaneous Other Income-Maintenance	-	-	-	N/A	35	-	35	N/A
7150070 Administrative Fee	-	1,505	(1,505)	-100.00	2,566	10,538	(7,972)	-75.65
7159000 TOTAL OTHER INCOME	127,015	225,753	(98,738)	-43.74	1,149,586	1,580,283	(430,697)	-27.25
<b>8000000 HUD GRANT</b>								
8010000 HUD Operating Grants	2,510,972	2,474,805	36,167	1.46	17,432,838	17,323,635	109,203	0.63
8020000 Administrative Fees from HUD	138,507	147,162	(8,655)	-5.88	1,004,190	1,030,136	(25,946)	-2.52
8020110 PORT-In Administrative Fees	1,132	-	1,132	N/A	10,965	-	10,965	N/A
8030000 Administrative Fees Paid (PORT-Outs)	4,753	-	(4,753)	N/A	36,439	-	(36,439)	N/A
8100120 TOTAL HUD GRANT	2,645,858	2,621,967	23,891	0.91	18,411,554	18,353,771	57,783	0.31
8999000 TOTAL REVENUE	3,722,702	3,953,010	(230,308)	-5.83	26,812,590	27,808,183	(995,593)	-3.58
<b>9000000 EXPENSES</b>								
<b>9000900 OPERATING EXPENSES</b>								
<b>9100000 ADMINISTRATIVE</b>								
9110010 Administrative Salaries	329,596	403,048	(73,452)	-18.22	2,360,114	2,821,312	(461,198)	-16.35
9110020 Temporary Help - Administrative	6,119	42,899	(36,780)	-85.74	132,915	300,294	(167,379)	-55.74
9120000 Auditing Fees	23,000	3,870	(19,130)	-494.32	41,200	27,090	(14,110)	-52.09
9130000 Outside Management Fees	4,503	-	(4,503)	N/A	33,309	-	(33,309)	N/A
9150010 Admin Employee Benefits - Medical/Dental	72,026	106,929	(34,903)	-32.64	401,473	748,473	(347,000)	-46.36
9150020 Admin Employee Benefits - PERS/PARS	27,470	40,834	(13,364)	-32.73	200,795	285,847	(85,052)	-29.75
9150030 Admin Employee Benefits - FICA	4,765	6,459	(1,694)	-26.23	33,896	45,235	(11,339)	-25.07
9150040 Admin Employee Benefits - SUI	10,569	1,180	(9,389)	-795.66	12,314	8,261	(4,053)	-49.06

**Budget Comparison (with PTD)**

Period = Jul 2019-Jan 2020

Book = Accrual

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
9150060 Admin Employee Benefits - Life/LTD	5,470	2,772	(2,698)	-97.33	19,508	19,400	(108)	-0.56
9150090 Admin Employee Benefit - WC	3,903	2,949	(954)	-32.34	28,398	20,635	(7,763)	-37.62
9160010 Office Supplies/Equipment	11,086	7,650	(3,436)	-44.92	47,495	53,550	6,055	11.31
9160030 Dues & Subscriptions Publications	439	100	(339)	-339.00	2,525	700	(1,825)	-260.71
9160040 Postage	4,055	4,144	89	2.14	5,230	29,008	23,778	81.97
9160050 Telephone	6,735	5,307	(1,428)	-26.92	39,254	37,149	(2,105)	-5.67
9160060 Bank Charges and Check Supplies	2,687	2,461	(226)	-9.19	18,571	17,226	(1,345)	-7.81
9160090 Forms and Copies/Printing	-	425	425	100.00	16,249	2,975	(13,274)	-446.18
9160100 Classified Ads and Public Notices/outreach material	776	3,173	2,397	75.54	8,582	22,211	13,629	61.36
9160110 Legal Expense	20,972	22,758	1,786	7.85	144,060	159,306	15,246	9.57
9160111 Payroll charge	732	686	(46)	-6.76	5,636	4,808	(828)	-17.23
9160112 Survey/Title Fee	-	167	167	100.00	1,654	1,169	(485)	-41.46
9160113 Office Rent	11,925	10,611	(1,314)	-12.39	36,962	74,277	37,315	50.24
9160114 Administrative Support	-	-	-	N/A	919	-	(919)	N/A
9160115 Organization Cost	-	-	-	N/A	20	-	(20)	N/A
9160120 Training/Conferences and Travel	(2,872)	13,773	16,645	120.85	33,783	95,896	62,113	64.77
9160130 Membership Dues and Fees	1,367	974	(393)	-40.35	12,783	6,818	(5,965)	-87.49
9160131 Taxes & Government Fees	14,299	-	(14,299)	N/A	99,637	-	(99,637)	N/A
9160140 Collection Loss	-	-	-	N/A	198	-	(198)	N/A
9160160 Contracts - Accounting Services	9,709	284	(9,425)	-3,318.60	81,413	1,988	(79,425)	-3,995.24
9160170 Contracts - Administrative Services/Consultant	5,254	33,085	27,831	84.12	125,903	231,595	105,692	45.64
9160180 Contracts - Application Service Provider - Yardi	11,287	18,752	7,465	39.81	68,296	131,264	62,968	47.97
9160190 Contracts - Computer/Telephone Maintenance/Email	48,771	18,776	(29,995)	-159.75	105,849	131,432	25,583	19.46
9160210 Contracts - Housing Program Services	-	-	-	N/A	628	-	(628)	N/A
9160220 Contracts - Human Resource Services	13,400	5,742	(7,658)	-133.37	13,633	40,195	26,563	66.08
9160230 Contracts - Housing Inspection Services	-	4,728	4,728	100.00	47,173	33,076	(14,097)	-42.62
9160260 Contracts - Office Machine Lease	2,025	1,568	(457)	-29.17	10,558	10,976	418	3.81
9160270 Contracts - Web Hosting/Maintenance/Web Ads	494	1,441	947	65.69	10,474	10,087	(387)	-3.83
9160290 Contracts - HR Recruitment	3,022	11,121	8,099	72.83	12,019	77,847	65,828	84.56
9160510 Association Dues	-	3,500	3,500	100.00	45,588	24,500	(21,088)	-86.07
9169000 TOTAL ADMINISTRATIVE	653,585	782,166	128,581	16.44	4,259,012	5,474,600	1,215,588	22.20
9200000 TENANT/SOCIAL SERVICES/POLICE								
9210010 Tenant Services - Salaries	17,445	492	(16,953)	-3,445.69	109,177	3,444	(105,733)	-3,070.08
9210030 Police Services	75,408	17,548	(57,860)	-329.72	145,408	122,836	(22,572)	-18.38
9210100 Tenant/Social Services - Salaries	-	16,107	16,107	100.00	-	112,728	112,728	100.00
9219000 TOTAL TENANT/SOCIAL SERVICES/POLICE	92,852	34,147	(58,705)	-171.92	254,585	239,008	(15,577)	-6.52
9219990 RELOCATION								
9220000 Tenant-Relocation Costs	25,794	-	(25,794)	N/A	47,636	-	(47,636)	N/A
9229000 TOTAL RELOCATION	25,794	-	(25,794)	N/A	47,636	-	(47,636)	N/A
9230005 TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE								
9230010 Tenant Svcs Employee Benefits - Medical/Dental	3,491	3,572	81	2.28	16,370	25,016	8,646	34.56
9230020 Tenant Svcs Employee Benefits - PERS/PARS	913	1,636	723	44.22	5,351	11,438	6,087	53.22
9230030 Tenant Svcs Employee Benefits - FICA	181	726	545	75.05	1,029	5,071	4,042	79.71
9230040 Tenant Svcs Employee Benefits - SUI	402	162	(240)	-148.03	486	1,125	639	56.77
9230080 Tenant Svcs Employee Benefits - Other	442	-	(442)	N/A	2,822	-	(2,822)	N/A
9230090 Tenant Svcs Employee Benefit - WC	555	2,005	1,450	72.30	4,839	14,019	9,180	65.48
9239000 TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	5,983	8,101	2,118	26.14	30,897	56,669	25,772	45.48
9240005 TENANT SERVICES								
9240010 Tenant/Social Services - Supplies	-	-	-	N/A	321	-	(321)	N/A

**Budget Comparison (with PTD)**

Period = Jul 2019-Jan 2020

Book = Accrual

	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
9240020 Tenant Service Activities - Contracts and O/S Services	-	25,901	25,901	100.00	112,060	180,689	68,629	37.98
9249000 TOTAL TENANT SERVICES	-	25,901	25,901	100.00	112,381	180,689	68,308	37.80
9300000 UTILITIES								
9310000 Water	19,249	22,752	3,503	15.40	183,921	159,264	(24,657)	-15.48
9320000 Electricity	20,040	12,017	(8,023)	-66.76	80,781	84,119	3,339	3.97
9330000 Gas	7,904	4,484	(3,420)	-76.28	46,822	31,406	(15,416)	-49.09
9380010 Sewer	8,596	25,703	17,107	66.56	73,438	179,921	106,483	59.18
9380020 Garbage	43,382	39,552	(3,830)	-9.68	240,642	276,226	35,584	12.88
9399000 TOTAL UTILITIES	99,170	104,508	5,338	5.11	625,603	730,936	105,333	14.41
9399990 MAINTENANCE								
9400000 MAINTENANCE SALARIES								
9410010 Maintenance - Salaries	55,905	59,266	3,361	5.67	398,823	414,860	16,037	3.87
9419000 TOTAL MAINTENANCE SALARIES	55,905	59,266	3,361	5.67	398,823	414,860	16,037	3.87
9420005 MAINTENANCE MATERIALS								
9420010 Maintenance Materials	16,147	20,981	4,834	23.04	74,800	147,111	72,311	49.15
9420020 Vehicle - gasoline	30	559	529	94.72	4,771	3,913	(858)	-21.93
9420030 Janitorials Supplies	249	-	(249)	N/A	2,286	-	(2,286)	N/A
9429000 TOTAL MAINTENANCE MATERIALS	16,426	21,540	5,114	23.74	81,857	151,024	69,167	45.80
9429005 MAINTENANCE CONTRACTS								
9429015 Maintenance Contracts - Unit Turnaround	229	4,986	4,757	95.41	14,432	30,435	16,003	52.58
9429030 Maintenance Contracts - Tree Trimming	-	834	834	100.00	-	5,838	5,838	100.00
9429040 Maintenance Contracts - Cycle Painting	-	-	-	N/A	275	-	(275)	N/A
9429060 Maintenance Contracts - Floor Covering	10,725	6,557	(4,168)	-63.57	60,968	45,899	(15,069)	-32.83
9429100 Maintenance Contracts - Services	8,240	12,268	4,028	32.84	84,336	85,876	1,540	1.79
9430010 Maintenance Contracts - Painting	375	2,972	2,597	87.38	28,800	21,449	(7,351)	-34.27
9430020 Maintenance Contracts - Plumbing	351	2,564	2,213	86.31	9,914	17,948	8,034	44.76
9430030 Maintenance Contracts - Landscape, Pool, Pond Maintenance	18,443	11,129	(7,314)	-65.72	96,908	77,903	(19,005)	-24.40
9430040 Maintenance Contracts - HVAC Maintenance	-	3,163	3,163	100.00	2,281	22,141	19,860	89.70
9430050 Maintenance Contracts - Hazardous Substances Testing	-	-	-	N/A	9,650	-	(9,650)	N/A
9430060 Maintenance Contracts - Elevator Maintenance	-	3,337	3,337	100.00	19,634	23,359	3,725	15.95
9430070 Maintenance Contracts - Extermination	365	4,247	3,882	91.41	36,680	29,729	(6,951)	-23.38
9430080 Maintenance Contracts - Electrical Maintenance	-	2,032	2,032	100.00	4,019	14,224	10,205	71.75
9430090 Maintenance Contracts - Security and Nurse Call Systems	40,602	3,487	(37,115)	-1,064.38	81,085	24,409	(56,676)	-232.19
9430110 Maintenance Contracts - Gutter Cleaning Services	-	1,339	1,339	100.00	-	9,373	9,373	100.00
9430120 Maintenance Contracts - Flooring Replmt/Cleaning Srvc	760	-	(760)	N/A	4,735	-	(4,735)	N/A
9430130 Maintenance Contracts - Other	879	4,588	3,709	80.84	5,800	32,116	26,316	81.94
9430140 Maintenance Contracts - Vehicle Maintenance	1,108	588	(520)	-88.47	17,778	4,177	(13,601)	-325.62
9430150 Maintenance Contracts - Janitorial	14,906	14,204	(702)	-4.94	91,116	99,428	8,312	8.36
9439000 TOTAL MAINTENANCE CONTRACTS	96,983	78,295	(18,688)	-23.87	568,411	544,304	(24,107)	-4.43
9450005 MAINTENANCE EMPLOYEE BENEFITS								
9450010 Maint Employee Benefits - Medical/Dental	12,517	19,314	6,797	35.19	86,287	135,198	48,911	36.18
9450020 Maint Employee Benefits - PERS/PARS	5,009	5,881	872	14.83	37,111	41,159	4,048	9.84
9450030 Maint Employee Benefits - FICA	1,880	840	(1,040)	-123.84	11,452	5,880	(5,572)	-94.76
9450040 Maint Employee Benefits - SUI	1,653	215	(1,438)	-668.67	2,072	1,495	(577)	-38.62
9450050 Maint Employee Benefits - Life/LTD	402	505	103	20.47	2,828	3,522	694	19.70
9450070 Maint Employee Benefits - Uniforms/Shoes	321	2,013	1,692	84.04	1,719	14,097	12,378	87.81
9450091 Maint Employee Benefit - WC	3,343	2,671	(672)	-25.14	24,499	18,706	(5,793)	-30.97
9459000 TOTAL MAINTENANCE EMPLOYEE BENEFITS	25,124	31,439	6,315	20.09	165,968	220,057	54,089	24.58
9499000 TOTAL MAINTENANCE	194,438	190,540	(3,898)	-2.05	1,215,059	1,330,245	115,186	8.66

**Budget Comparison (with PTD)**

Period = Jul 2019-Jan 2020

Book = Accrual

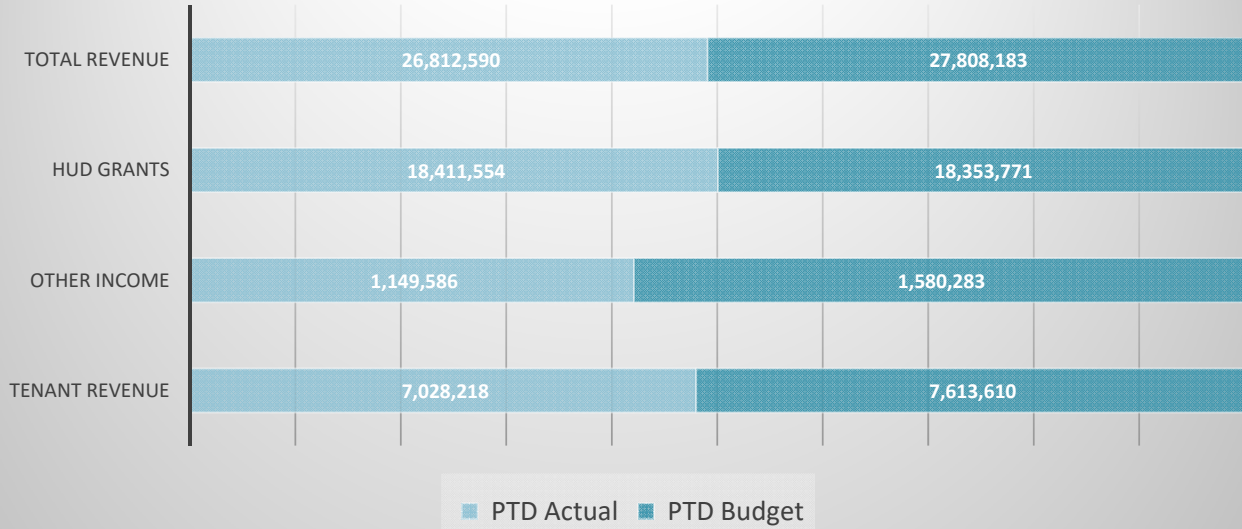
	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var	
9500000	GENERAL EXPENSES								
9500100	Interest Expense	86,861	97,807	10,946	11.19	605,167	684,649	79,482	11.61
9500160	Mortgage Financial Service Charge	5,476	-	(5,476)	N/A	55,256	-	(55,256)	N/A
9610010	Insurance - Workers Compensation	512	-	(512)	N/A	3,896	-	(3,896)	N/A
9610020	Insurance - Liability	5,388	4,937	(451)	-9.14	37,716	34,485	(3,231)	-9.37
9610030	Insurance - Property	8,012	12,760	4,748	37.21	55,617	89,147	33,530	37.61
9610040	Insurance - Vehicle	684	1,348	664	49.25	4,820	9,476	4,656	49.14
9610060	Insurance - Other	1,386	1,255	(131)	-10.47	15,468	8,785	(6,683)	-76.07
9620010	Other General Expenses	5,000	-	(5,000)	N/A	9,000	-	(9,000)	N/A
9620020	Casualty Losses	-	-	-	N/A	2,490	-	(2,490)	N/A
9698000	TOTAL GENERAL EXPENSES	113,320	118,107	4,787	4.05	789,430	826,542	37,112	4.49
9699000	TOTAL OPERATING EXPENSES	1,185,142	1,263,470	78,328	6.20	7,334,601	8,838,689	1,504,088	17.02
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	16,039	-	(16,039)	N/A	109,768	-	(109,768)	N/A
9700800	PORT-In (A/R Billings) - Represents Income	(26,354)	-	26,354	N/A	(228,750)	-	228,750	N/A
9700900	TOTAL MOD REHAB AND SPC EXPENSES	(10,315)	-	10,315	N/A	(114,602)	-	114,602	N/A
9710000	EXTRAORDINARY EXPENSES								
9710090	Pre-development Cost	-	8,333	8,333	100.00	-	58,331	58,331	100.00
9713001	HOUSING ASSISTANCE PAYMENTS (VOUCHER)	-	-	-	-	-	-	-	-
9719000	TOTAL EXTRAORDINARY EXPENSES	-	8,333	8,333	100.00	-	58,331	58,331	100.00
9730001	HOUSING ASSISTANCE PAYMENTS (VOUCHER)	-	-	-	-	-	-	-	-
9730010	Housing Assistance Payments - Landlords	2,659,944	2,512,022	(147,922)	-5.89	18,048,225	17,584,157	(464,068)	-2.64
9730020	Housing Assistance Payments - FSS	5,201	-	(5,201)	N/A	37,324	-	(37,324)	N/A
9730070	Utility Allowance to Tenants	1,486	-	(1,486)	N/A	12,008	-	(12,008)	N/A
9739000	TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	2,666,631	2,512,022	(154,609)	-6.15	18,097,557	17,584,157	(513,400)	-2.92
	<b>TOTAL EXPENSES BEFORE OTHER EXPENSES</b>	<b>3,841,458</b>	<b>3,783,825</b>	<b>57,633</b>	<b>1.52</b>	<b>25,317,556</b>	<b>26,481,177</b>	<b>(1,163,621)</b>	<b>-4.39</b>
	<b>NET INCOME BEFORE OTHER EXPENSES</b>	<b>(118,757)</b>	<b>169,185</b>	<b>(287,942)</b>	<b>-170.19</b>	<b>1,495,034</b>	<b>1,327,006</b>	<b>168,028</b>	<b>12.66</b>
9739500	OTHER EXPENSES								
9740000	Depreciation Expense	147,971	119,997	(27,974)	-23.31	1,045,403	839,979	(205,424)	-24.46
9859999	TOTAL OTHER EXPENSES	147,971	119,997	(27,974)	-23.31	1,045,403	839,979	(205,424)	-24.46
9996000	TOTAL EXPENSES	3,989,429	3,903,822	(85,607)	-2.19	26,362,959	27,321,156	958,197	3.51
9998000	<b>NET INCOME</b>	<b>(266,728)</b>	<b>49,188</b>	<b>(315,916)</b>	<b>-642.26</b>	<b>449,631</b>	<b>487,027</b>	<b>(37,396)</b>	<b>-7.68</b>

**Budget Comparison (with PTD)**

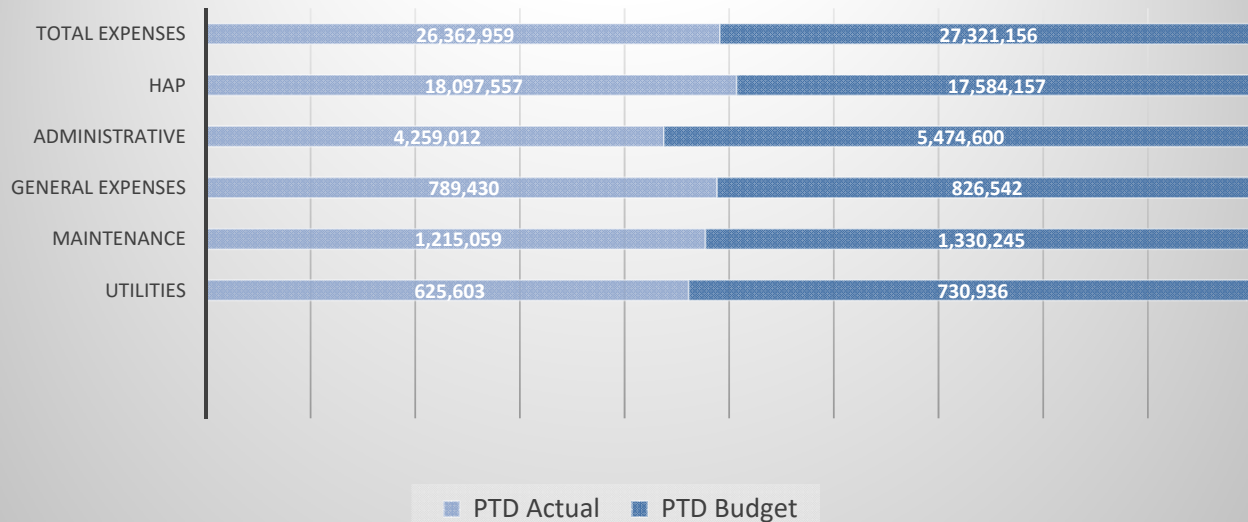
Period = Jul 2019-Jan 2020

Book = Accrual

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



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



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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Cynthia Alvarez, Deputy Executive Director

Date: March 18, 2020

Re: Authorize the Executive Director to Approve a Third Amendment to the Maintenance Service Agreement Between the Alameda Housing Authority (AHA) and Nova Commercial Janitorial, Inc. (Nova) to Increase the Contract to \$450,000

---

### **BACKGROUND**

In accordance with AHA's Procurement Policy contracts in excess of \$250,000 are to be approved by the Board of Commissioners (Board Additionally, procurement efforts are underway to rebid any expiring or overdue contracting needs. Significant work on procurement and contracts will be conducted in the upcoming months, as a number of contracts are reaching their expiration dates in 2020 or have expired. The Maintenance Service Agreement (Agreement) dated April 26, 2017 and entered into between AHA and Nova is one such contract requiring Board approval to extend the term and increase the not to exceed contract amount to ensure there is no disruption in these important services for the AHA properties and tenants.

### **DISCUSSION**

The original Request for Proposal (RFP) for janitorial services was issued in January of 2017 and AHA received four (4) bids at that time. Nova was the successful bidder after going through the bid scoring process. The original scope of their work included interior custodian duties at the AHA main office, China Clipper Plaza, and interior custodian services and grounds cleaning at Esperanza Plaza. In February 2018 the Agreement was amended by AHA staff to include interior custodian services at Anne B. Diament and Independence Plaza.

The amount of the initial contract entered into April 26, 2017 was \$48,456 for one (1) year, allowing for a 4% increase in prices in year two (2) and an 8% increase in prices in year three (3) at \$153,660 total. In February 2018, an amendment was processed, which increased the contract by adding services at Anne B. Diament and Independence Plaza and extending the contract to April 30, 2020 for three (3) years. To date, \$420,109 has been spent on this contract.



To ensure there is no disruption in important services staff is recommending the Board approve a third amendment to the Agreement to increase the contract amount by an additional \$12,612 from \$ 437,388 to \$450,000. This will cover March 2020 monthly costs and ensure the contract does not exceed the current maximum contract amount. The current term expiration date of April 30, 2020 does not need to be extended as staff will be issuing an RFP later on this month and anticipates awarding a new contract by the end of April 2020.

The form of the third amendment to the Agreement is attached hereto as an exhibit.

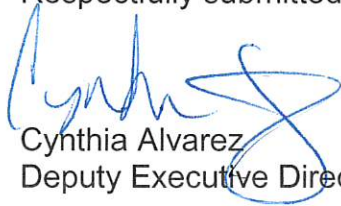
**FINANCIAL IMPACT**

The agency and individual property budgets are currently supporting this cost.

**RECOMMENDATION**

Authorize the Executive Director to execute a third amendment to the Maintenance Service Agreement between the Alameda Housing Authority and Nova Commercial Janitorial, Inc. to increase the contract to a Total Not to exceed amount of \$450,000 conforming in form and substance to the form of Amendment Number 3 to Agreement attached to this staff report as an exhibit.

Respectfully submitted,



Cynthia Alvarez  
Deputy Executive Director

Attachments:

1. Amendment No. 3 to Maintenance Service Agreement

AMENDMENT NO. 3 TO MAINTENANCE SERVICE AGREEMENT

This Amendment of a Maintenance Services Agreement by and between the Housing Authority of the City of Alameda, public body, corporate and politic (hereinafter "AHA") and NOVA COMMERCIAL JANITORIAL, INC., a California Corporation, whose address is PO Box 759, Hayward, CA 94543 (hereinafter "Contractor"), made with reference to the following:

RECITALS

- A. On April 26, 2017, a Maintenance Service Agreement was entered into by and between AHA and Contractor.
- B. The effective date of this Amendment shall be March 18, 2020.
- C. The Original Maintenance Service Agreement limited the Compensation to Consultant to not exceed Forty eight thousand, four hundred and fifty six dollars (\$48,456) for one (1) year.
- D. The original expiration date of the contract was April 30, 2018
- E. In February 2018, an amendment was processed, which increased the contract by adding services at Anne B. Diament and Independence Plaza, and extending the contract for three (3) years until April 30, 2020.
- F. The amendment also increased the monthly compensation by Fourteen thousand and four dollars (\$14,004) to cover the additional costs.
- G. All conditions of the Consultant Agreement will remain the same except as amended below.

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

The Compensation to Contractor for services performed pursuant to this Agreement not to exceed \$450,000 through April 30, 2020

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

Nova Commercial Janitorial

Housing Authority of the City of Alameda

\_\_\_\_\_  
Larry Gillis  
No. CA Operations Manager

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



# Housing Authority of the City of Alameda

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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Cynthia Alvarez, Deputy Executive Director

Date: March 18, 2020

Re: Authorize the Executive Director to Approve a Third Amendment to the Maintenance Service Agreement Between the Alameda Housing Authority (AHA) and Bay Area Contract Carpets, Inc., to Increase the Contract to \$1,150,000

---

## **BACKGROUND**

In accordance with AHA's Procurement Policy contracts in excess of \$250,000 are to be approved by the Board of Commissioners (Board). Since the maximum contract period under our procurement procedures is five (5) years, and it is almost five (5) years since the AHA separated from the City of Alameda, a number of contracts are coming up for review and renewal. Additionally, procurement efforts are underway to rebid any expiring or overdue contracting needs. Significant work on procurement and contracts will be conducted in the upcoming months, as a number of contracts are reaching their expiration dates in 2020 or have expired. The Maintenance Service Agreement (Agreement) dated August 21, 2014 and entered into between AHA and Bay Area Contract Carpets, Inc. is one such contract requiring Board approval to extend the term and increase the not to exceed contract amount to ensure there is no disruption in these important services for the AHA properties and tenants.

## **DISCUSSION**

The original Request for Proposal (RFP) for flooring removal and replacement services was issued in August of 2014 and AHA received two (2) bids at that time. Bay Area Contract Carpets, Inc. was the successful bidder after going through the bid scoring process. The original contract terms were one (1) year for \$200,000.

Change order one (1) on October 7, 2015 added \$49,144 to the contract to include the Esperanza property. Change order two (2) on May 1, 2017 added \$200,144 to the contract to accommodate a 3% increase and an additional year. Change order three (3) added \$201,000.86 to the contract to accommodate a 6% increase and an additional year.

The contract was then amended on September 1, 2018 for year five (5) with a final agreement amount of \$1,050,000. To date, \$1,070,760 has been spent on this contract.



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 2 of 2

January 2020, February 2020, and March 2020 monthly costs and ensure the contract does not exceed the current maximum contract amount. Staff will be issuing an RFP later this month and anticipates awarding a new contract by the end of April 2020.

The form of fourth amendment to the Agreement is attached hereto as an exhibit.

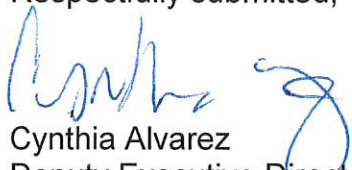
**FINANCIAL IMPACT**

The agency and individual property budgets are currently supporting this cost.

**RECOMMENDATION**

Authorize the Executive Director to execute a third amendment to the Maintenance Service Agreement between the Alameda Housing Authority and Bay Area Contract Carpets, Inc., to increase the contract to a Total Not to exceed amount of \$1,150,000 conforming in form and substance to the form of Amendment Number 3 to Agreement attached to this staff report as an exhibit.

Respectfully submitted,

  
Cynthia Alvarez  
Deputy Executive Director

Attachments:

1. Form of Amendment 3



## AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 1st day of September, 2018, by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA") and Bay Area Contract Carpets, Inc. (a California Corporation) whose address is 747 Independent Road, Oakland CA 94621, (hereinafter referred to as "Contractor") is made with reference to the following:

### RECITALS:

A. On August 24, 2014, an agreement was entered into by and between AHA and Contractor (hereinafter "Agreement").

B. On October 7, 2015, this agreement was modified to incorporate one (1) additional year of service.

C. On May 1, 2017, this agreement was modified to incorporate three (3) additional years of service. One years of the being retroactive to October 1, 2016. The new end date of the contract was October 31, 2018.

D. On September 1, 2018, this agreement was modified to incorporate one (1) additional year of service. The new end date of the contract was October 31, 2019.

E. AHA and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 1 of the Agreement is modified to read as follows:

The Contractor shall commence on August 24, 2014 and shall terminate on the October 31, 2019.

2. Paragraph 3 of the Agreement is modified to read as follows:

Contractor shall be compensated for services performed pursuant to this Agreement not to exceed \$1,150,000 for the 5 year term and extended through April 30, 2020 as set forth in Proposal Form Exhibit "A".

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

Bay Area Contract Carpets, Inc

HOUSING AUTHORITY OF THE CITY  
OF ALAMEDA

---

Kenneth Scott  
President

---

Vanessa Cooper  
Executive Director

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa M. Cooper, Executive Director

Date: March 18, 2020

Re: Accept the Monthly Update Regarding AHA Accountability

---

### **BACKGROUND**

On October 15, 2019, the 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.”

This memo is intended to provide a brief overview of the activity on the key proposals since the meeting that remain outstanding.

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

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 has expressed ongoing concerns for the well being of individuals, as well as 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 to discuss these issues and will invite community partners, including City staff to attend. This session will offer ways to collaborate and assist in the coordination of raised issues with AHA. Initial discussions with other housing providers indicate there is community support for a task force and staff are moving forward with scheduling the information session.

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

As reported last month, City staff, AHA staff, and Commissioner Tamaoki met with ARC representatives on January 13, 2020. A follow up meeting was scheduled for February 24, 2020, but has been postponed. At the request of the Vice Chair, ARC provided a summary of the issues they wished to discuss in the next meeting and AHA staff is working on responses. ARC recently agreed to use SEEDs as a facilitator and an initial discussion with the mediator to create ground rules has been scheduled for March 19, 2020. Vice Chair Tamaoki will attend this meeting.

#### Offer from the City to provide financial incentives to facilitate lease up of Section 8 units





Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 2 of 2

AHA staff has asked to meet with the City Manager and City staff on this issue. There has been no further action on this topic.

#### Code Enforcement issues

AHA staff has asked to meet with the City Manager and City staff on these matters. This particularly concerns the Alameda Rent Program. There has been no further action on this topic.

#### Information packet

Staff is preparing a set of handouts for Commissioners and Council Members in order to assist and direct AHA tenants and Section 8 participants to the proper channels when approached with concerns or questions.

### **DISCUSSION**

Staff will continue to provide updates to the Board monthly.

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 major policy suggestions may impact the agency's ability to adequately meet its existing goals due to impact on limited resources.

### **FINANCIAL IMPACT**

It is not yet clear how much staff time will continue to be required for AHA to participate in and respond to the informal stakeholder group, 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.

### **RECOMMENDATION**

Accept the Monthly Update Regarding AHA Accountability  
Respectfully submitted,



Vanessa M. Cooper  
Executive Director







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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: March 18, 2020

Re: Accept an update on Revised Procurement Policy and Procedures for the Housing Authority of the City of Alameda

---

### **BACKGROUND**

The Housing Authority is required to follow the U.S. Department of Housing and Urban Development (HUD) rules and regulations, Federal rules and regulations under 2 CFR 200, and the California Public Contract Code (PCC) when performing public projects. The Procurement Policy (Policy) outlines the methods by which the Housing Authority will obtain goods and services in accordance with the above referenced rules and regulations. It was last revised by the Board of Commissioners (Board) on April 17, 2019. Staff will be bringing a revised Policy to the Board in April to ensure compliance with new guidance issued by the Office of Management and Budget (OMB), HUD, and state law. One specific modification of importance is the proposed, election to adopt the Uniform Public Construction Cost Accounting Act (PCC Sections 22000 through 22045) (Act).

In addition to the Policy, AHA staff will bring revised Procurement and Contract Administration Procedures. These are the operating procedures for how staff will implement the Policy, and will be included for reference only. The previous version of the AHA procedures comes from the City of Alameda's procedures and is a version from 2008. While larger agencies may have a specific procurement department, the Housing Authority manages procurement at the department level with each department overseeing their own contracts, so the implementation protocol is an important complement to the revised Policy. General Counsel has been closely involved in the development of the documents before the Board.

Once approved, there will be an agency-wide training on the Policy and Procedures by General Counsel for all staff who conduct or manage purchases as well as a two and half day training by a third party trainer for management staff. The external training is scheduled to take place in May 2020.

Additionally, staff are doing an internal status review of all department contracts and procedures to ensure compliance and correct any deficiencies. There are number of contracts which are going back out to bid due to reaching their 5-year time limit and an extension will be brought to the Board for approval if necessary. A new internal tracking system is in development to supplement departmental contract tracking. These new



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020

Page 2 of 2

policies and the related state procurement regulations, which will also come to the Board in April, place a necessary but considerable additional administrative burden on the agency. A third management analyst position (already in the budget) will provide support to the Executive team on tracking procurement, contracts, and deadlines. Furthermore, as part of the review, procurement documents are being centralized for easier retrieval. Department Directors will continue to be responsible for tracking, procurement and contract management within their respective departments. Staff are reviewing possible new software systems to assist with procurement and contract management. Any new expenses incurred by this review will be included in the upcoming budget.

The following contracts are currently or are expected to be open for bid during March.

<b>RFP</b>	<b>Description</b>	<b>Deadline</b>
Debt & Equity	For Rosefield tax credit project	March 4, 2020
Office Supplies	For Office and AHA managed properties	March 19, 2020
Landscape Maintenance	For Office and AHA managed properties and North Housing	March 23, 2020
Janitorial Services	For Office and AHA managed properties	To be issued in March
Painting Services	For Office and AHA managed properties	To be issued in March
Realtor Services	For AHA/ICD/AHHC as needed	To be issued in March
Print & Mail Services	For all AHA programs	To be issued in March
Carpet Services	For Office and AHA managed properties	To be issued in March or April

RFPs released by AHA can be found online at [http://www.alamedahsg.org/working\\_with\\_us/business\\_opportunities/r\\_f\\_p\\_for\\_property\\_management\\_services](http://www.alamedahsg.org/working_with_us/business_opportunities/r_f_p_for_property_management_services)


### **FINANCIAL IMPACT**

There is no financial impact beyond what is budgeted at this time for the cost of these services; however, additional software cost will be added to the FY 2020-2021 budget and AHA may want to consider a Procurement Manager position in the future.

### **RECOMMENDATION**

Accept an update on Revised Procurement Policy and Procedures for the Housing Authority of the City of Alameda.

Respectfully submitted,

  
Vanessa M. Cooper  
Executive Director

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Senior Management Analyst

Date: March 18, 2020

RE: Public Hearing to Hear Comments on Housing Authority Annual Plan for Fiscal Year Starting July 1, 2020

---

### **BACKGROUND**

The Housing Authority's Five-Year and Annual Plans make up the Agency Plan, a document that is mandated by and must be submitted to the U. S. Department of Housing and Urban Development (HUD). As a Housing Choice Voucher (Section 8) only and High Performer agency, HUD allows the Housing Authority to submit a streamlined Plan. In April 2015, the Authority submitted its Five-Year Plan. An Annual Plan must be submitted every year.

The Executive Director has been authorized to select the members of the Resident Advisory Board (RAB), which is charged with reviewing and commenting upon the Annual Plan. This Committee also is called to review and comment on any substantial amendments or modifications to the plan.

HUD requires that the Agency Plan be made available for public comment for 45 days prior to the public hearing. The Agency Plan must be submitted to HUD 75 days prior to the start of the Housing Authority's fiscal year on July 1, 2020.

### **DISCUSSION**

The RAB is made up of participants of the Housing Choice Voucher program. Members of the RAB met on December 11, 2019, to review and comment on the proposed Annual Plan for Fiscal Year 2020-2021. RAB member comments are included as Attachment B to the Annual Plan. None of the comments resulted in changes to the proposed Annual Plan.

Under HUD's new Annual Plan template layout, there are multiple templates, but the Housing Authority only fills out one Annual Plan and can select which template to use. For ease, the Housing Authority completed the Streamlined Annual PHA Plan (HCV Only PHAs), which is form HUD-50075-HCV. This form removes all references to Public Housing.



The HUD template shows an expiration date of February 29, 2016; however, HUD has not yet replaced or updated the form. As such, the Housing Authority completed the template as follows:

**Section A** (page 1) provides the PHA Information (name, code, fiscal year beginning date, number of vouchers in ACC, plan submission type, and consortia information).

**Section B** (pages 2 through 5) is the Annual Plan. The subparts of Section B are:

### **B.1: Revision of PHA Plan Elements**

The Housing Authority did not revise any of the PHA Plan elements since the last Annual Plan submission.

### **B.2: New Activities**

Under the PBV program, there is one Agreement to Enter into a Housing Assistance Payment (AHAP) contract that will be leased in 2020 for 25 units at Eden's Alameda Point Senior apartments. Also, a Request for Proposals was issued for 75 vouchers and it is anticipated that these units will be under HAP or AHAP in early 2020.

### **B.3: Most Recent Fiscal Year Audit**

Financial Statement Findings 2018-001: Internal control over financial reporting.

### **B.4: Civil Rights Certification**

These are attachments that must be submitted along with Form HUD-50075-HCV. Certification of Compliance with PHA Plans and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs) (HUD-50077-ST-HCV-HP) and Civil Rights Certification (Form HUD-50077-CR). These forms will be signed by the Board of Commissioners chairperson if the plan is approved.

### **B.5: Certification by State or Local Officials**

This is an attachment that must be submitted. Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan (Form HUD-50077-SL). This form was signed by Eric Levitt, City Manager on December 18, 2019.

### **B.6: Progress Report**

This is a narrative section describing the progress of the Housing Authority towards meeting the goals outlined in the 5-year Plan.

During the last year, the Housing Authority made many steps towards achieving the goals outlined in the 5-year Plan, including launching finishing a 3-year Strategic Plan.

### **B.7: Resident Advisory Board (RAB) Comments**



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 3 of 3

These are included as Attachment A to the Annual Plan (labeled as Attachment #2 for this Board Report). The comments to the Annual Plan made by the RAB did not result in a change to the Annual Plan.

### **FINANCIAL IMPACT**

None. This is a HUD reporting requirement, so failure to submit the report by the deadline would place the Housing Authority in violation of its Annual Contributions Contract.

### **RECOMMENDATION**

Hold Public Hearing to hear comments on Housing Authority Annual Plan for Fiscal Year Starting July 1, 2020

Respectfully submitted,



Tonya Schuler-Cummins  
Senior Management Analyst

#### Attachments:

1. HUD Form 50075- Streamlined Annual PHA Plan (HCV Only PHAs)
2. Annual PHA Plan Fiscal Year Starting July 1, 2020 – Attachment A Resident Advisory Board Comments
3. Public Notice – Proof of Publication File No. 5 YR Plan/Section 8 Program
4. Public Notice – Proof of Publication File No. 5 YR Plan
5. Public Notice – Proof of Publication File No. Hearing/5 Yr. Plan



<b>Streamlined Annual PHA Plan (HCV Only PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 02/29/2016</b>
--	---	---

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

<b>A.</b>	<b>PHA Information.</b>				
A.1	<p>PHA Name: <u>HOUSING AUTHORITY OF THE CITY OF ALAMEDA</u>    PHA Code: <u>CA062</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07,2020</u></p> <p>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>1885</u></p> <p>PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission                      <input type="checkbox"/> Revised Annual Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <p>The Annual Plan for the current year and this proposed plan for the year starting July 1, 2020 and ending June 30, 2021 are available at: <b>701 Atlantic Avenue, Alameda, CA 94501.</b> Both the 5-year PHA Plan and Annual Plan are available also at the <b>website</b> <a href="http://www.alamedahsg.org">www.alamedahsg.org</a></p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below)</p>				
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
Lead HA:					

<b>B.</b>	<b>Annual Plan.</b>
<b>B.1</b>	<p><b>Revision of PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p>
<b>B.2</b>	<p><b>New Activities</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers.</p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p> <p>Currently there are 288 Project-Based units under HAP contract with the Housing Authority. The following is the number of units under HAP contract within each census tract: 24 (4271), 7 (4272), 61 (4273), 43 (4276), 18 (4280), 15 (4281), 59 (4282), and 61 (4287). The Housing Authority recently awarded 75 vouchers under the Project-Based program. These units are in the following census tracts: 57 (4273), 2 (4279), and 16 (4287). The Housing Authority uses Project-Based vouchers to increase the supply of affordable housing in Alameda. It may use as much as 20% of its budget allocation for this purpose. The Housing Authority will also evaluate using an additional 10% to project-base housing tied to units that serve households who are homeless or include a veteran, provide supportive housing for persons who have a disability or who are elderly, or are in a census tract with a poverty rate of 20% or less.</p>
<b>B.3</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p> <p>Financial Statement Findings 2018-001: Internal control over financial reporting.</p>
<b>B.4</b>	<p><b>Civil Rights Certification</b></p> <p><a href="#">Form HUD-50077</a>, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>



<b>B.5</b>	<b>Certification by State or Local Officials.</b>  <a href="#">Form HUD 50077-SL</a> , <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
------------	---

**B.6 Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

**GOAL 1: ACHIEVE ORGANIZATIONAL EXCELLENCE.**

A 3-year strategic Plan was finished in conjunction with professional consultants by the Board of Commissioners, Executive Director, and other staff. Staff training has been provided and is ongoing in the following areas: Fair Housing, Supervisor training on Performance Management and Evaluations and Giving Feedback, Priority Management and Planning; Financing Affordable Housing Development, Recognizing and Preventing Sexual Harassment, Section 8 Hearing Officer Training, Brown Act and Public Records Training, and Yardi Advance Solutions Conference. The organization hired a Deputy Executive Director, Finance Director, Finance Controller, three Accounting Specialists, Asset Manager, Project Manager, two Management Analysts, a Housing Specialist III, two Housing Specialist II, and two Housing Assistants.

**GOAL 2: MAXIMIZE USE OF HOUSING CHOICE VOUCHER ALLOCATION TO PROVIDE HOUSING ASSISTANCE TO LOW-INCOME FAMILIES.**

Shortfall was ended and the Housing Authority started issuing vouchers to new admissions as HUD's Two Year Forecast Tool indicated the Housing Authority would have reserve funds by the end of the calendar year. The landlord incentive program was continued to assist families in leasing-up. The Agency continues to provide monthly workshops for voucher holders looking for a unit. A high performer designation under the Section 8 Management Assessment Program (SEMAP) was achieved.

**GOAL 3: IMPROVE THE QUALITY OF LIFE OF RESIDENTS WHILE MAINTAINING EFFICIENT AND EFFECTIVE OPERATIONS OF HOUSING AUTHORITY RENTAL UNITS.**

During this review period, upgrades were completed at the Agency's largest Senior Complex to make 20 units accessible. Access to onsite programming through two social workers continued to be available for all tenants. The Agency's biggest property was migrated to the affordable module to allow staff to be more efficient in the administration of the units.

**GOAL 4: IMPROVE ENVIRONMENTAL IMPACT.**

The Housing Authority continues to promote the use of public transportation, local bike-share program for low-income residents and to promote environmental sustainability. A contract with the City and AC Transit was executed to provide free transit passes at ten of its properties. Also, the Housing Authority joined the Alameda Transportation Management Association in an effort to expand its ability to provide low and/or no cost public transit options for residents.

**GOAL 5: MAINTAIN AND IMPROVE DATA INTEGRITY AND COLLECTION.**

The agency continues to launch paperless and mobile options. During this review period, two new systems were added and the agency continued with the mobile inspections platform. Mobile Work Orders began operation in the inspections department and an online financial invoice system was

	<p>launched. The deployment of the online recertification module for the housing choice voucher program was completed during this review period.</p> <p><b>GOAL 6: EXPAND HOUSING CHOICE THROUGHOUT THE CITY OF ALAMEDA.</b></p> <p>Everett Commons, a 20-unit family complex was completed, opened and leased during this review period. The plan to redevelop the Rosefield Village property is complete and fully entitled for 92 units of affordable family housing which is expected to start construction at the end of this review period to the beginning of the next fiscal year. One additional condo has been purchased for a rental unit by the Housing Authority under the Below Market Rate program allowing the rent to be kept low. The Housing Authority applied to the MTW's program cohort #2, but was not successful in its application. The Agency conducted a Fair Market Rent (FMR) study that resulted in the rents being dropped less than the originally proposed reductions by HUD. The Agency continued with its landlord incentive program.</p>
B.7	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p><b>See Attachment A.</b></p>

## Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV Only PHAs

### A. PHA Information. All PHAs must complete this section. ([24 CFR §903.23\(4\)\(e\)](#))

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

### B. Annual Plan. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

#### B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

**Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA's jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.7\(a\)\(2\)\(i\)](#)). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

- Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))
- Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))
- Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)(3)(4)).
- Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))
- Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))
- Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).
- Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))
- Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD's website at: [Notice PIH 1999-51](#). (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

- B.2 New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark "yes" for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark "no." (24 CFR §983.57(b)(1) and Section 8(13)(C) of the United States Housing Act of 1937.
- Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.
- B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.11(c)(3), 24 CFR §903.7(p))
- B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))
- B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)
- B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))
- B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Annual PHA Plan  
Starting July 1, 2020

5-Year Plan  
Starting July 1, 2020

## ATTACHMENT A RESIDENT ADVISORY BOARD COMMENTS

Resident Advisory Board for the Housing Authority of the City of Alameda (AHA) was held December 11, 2019 at 4:00 p.m. at Ruth Rambeau Memorial Community Room, 703 Atlantic Avenue, Alameda, California

### Roll Call:

Present: One member present.

Absent: Two members absent.

Staff present: Lynette Jordan, Director of Housing Programs; Tonya Schuler-Cummins, Senior Management Analyst; Daniel Mills, Management Analyst.

### **Resident Advisory Board Comments:**

General questions during the meeting included asking what the incentive for developers was in building low-income units. Staff explained that the Housing Authority of the City of Alameda under Island City Development has acted as the developer on the recent projects. An existing property, Rosefield Village, will be developed and it was questioned as to how that process will affect other Housing Authority properties. Staff explained that Rosefield Village was inspected and it was recommended that the units not be rehabilitated, so a plan was developed to rebuild parts of the complex; however, other properties will not be upgraded at the same time. Construction will be conducted as a normal construction site, including signs with contact information. The RAB member asked about the family self-sufficiency (FSS) program and access to the resident support offered by the AHA. Both these programs were explained to the RAB member and how to access each.

RAB member stated there were no questions or comments on the Annual Plan, but did have one comment on the 5-Year Plan.

The RAB member stated that the Agency's policy to not allow adult children to be added back into the household needed review. The RAB member stated that before entering the jurisdiction of the Housing Authority of the City of Alameda under portability, another Public Housing Authority required the removal of an adult child due to the child being out of the household attending college. The RAB member stated that the policy puts families in a difficulty position and it does not improve the quality of life of the residents. The RAB member stated that it stresses the parents if the adult child becomes homeless and has to live on the streets.

Staff explained that the policy for the AHA is not to remove an adult child who is away attending classes and intends to return to the household; however, any income, assets, etc., of the adult child would continue to need to be reported and counted in the annual income calculation of the household. The AHA would add in an adult child if a member of the assisted household had legal guardianship of the child or if the addition was needed as a reasonable accommodation for a member of the assisted household.

The RAB member stated that typically low-income families do not have access to legal resources to assist with obtaining guardianship. Staff explained that legal resources are available for low-income families and a listing can be obtained from the front desk.

In response to the RAB member's comment about revising the 5-Year goals to include a revision of this policy, in 2014, the Board of Commissioners did approve a restriction on the addition of household members to applications and assisted households. This policy was adopted for many reasons, including to reduce the number of interims required to add and remove household members and to reduce subsidy amounts at a time when funding was at a low level. These two reasons have not changed as HUD is pro-rating the money given to administer the program, so AHA is again considering policies that will reduce the number of required interims due to the AHA having to subsidize its federal program from non-federal funds for administrative services. The AHA's policy of not removing children attending college is more generous than other agency's policies, and the AHA is not looking to revise this policy at this time, either.

**Alameda Journal**

1516 Oak Street  
Alameda, CA 94501  
510-262-2740

2000604

ALAMEDA HOUSING AUTHORITY  
ATTN: ACCOUNTS PAYABLE  
701 ATLANTIC AVE  
ALAMEDA, CA 94501

**PROOF OF PUBLICATION**

**FILE NO. 5YR Plan/Section 8 Program**

In the matter of

**Alameda Journal**

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Alameda Journal, a newspaper published in the English language in the City of Alameda, County of Alameda, State of California.

I declare that the Alameda Journal, is a newspaper of general circulation as defined by the laws of the State of California, as determined by the order of the Superior Court of the County of Alameda, dated August 25, 1992, in the action entitled "In the Matter of the Petition of the Alameda Journal to Have the Standing of the Alameda Journal as a Newspaper of General Circulation Ascertained and Established," Case Number 702515-6. Said order provides that: "Petitioner's prayer for an order ascertaining and establishing The Alameda Journal as a newspaper of general circulation...within the City of Alameda, County of Alameda, State of California, is granted." Said order has not been revoked.

I declare that the notice, a printed copy of which is annexed hereto, has been published in each regular and entire issue of the Alameda Journal and not in any supplement thereof on the following dates, to-wit:

**11/29/2019**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.  
On this 29th day of November, 2019.



Signature

Legal No.

**0006428725**

Page 105

**HOUSING AUTHORITY OF THE  
CITY OF ALAMEDA  
Public Notice**

This is an announcement of a meeting of the Resident Advisory Board of the Housing Authority of the City of Alameda to discuss its proposed 5-Year Plan/Annual Plan (Section 8 Program) for the fiscal year starting July 1, 2020. The meeting will be held at 4:00 p.m. Wednesday, December 11, 2019 at Independence Plaza, Ruth Rambeau Community Center, 703 Atlantic Avenue, Alameda, CA 94501.

Accessible seating for persons with disabilities is available. Documents prepared for the meeting are available in enlarged print, tape, or disk form upon request. Sign language interpreters are available on request. Please contact Valerie Mondo, Executive Assistant (510-747-4325 VOICE or 711 TTY/TRS) at least 24 hours before the meeting for such requests.

**AJ 6428725 November 29, 2019**



# Alameda Journal

1101 Marina Village Parkway  
Suite 253  
Alameda, CA 94501  
510-262-2740  
2000604

ALAMEDA HOUSING AUTHORITY  
ATTN: ACCOUNTS PAYABLE  
701 ATLANTIC AVE  
ALAMEDA, CA 94501

## PROOF OF PUBLICATION FILE NO. 5-YR. PLAN

In the matter of

### Alameda Journal

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Alameda Journal, a newspaper published in the English language in the City of Alameda, County of Alameda, State of California.

I declare that the Alameda Journal, is a newspaper of general circulation as defined by the laws of the State of California, as determined by the order of the Superior Court of the County of Alameda, dated August 25, 1992, in the action entitled "In the Matter of the Petition of the Alameda Journal to Have the Standing of the Alameda Journal as a Newspaper of General Circulation Ascertained and Established," Case Number 702515-6. Said order provides that: "Petitioner's prayer for an order ascertaining and establishing The Alameda Journal as a newspaper of general circulation...within the City of Alameda, County of Alameda, State of California, is granted." Said order has not been revoked.

I declare that the notice, a printed copy of which is annexed hereto, has been published in each regular and entire issue of the Alameda Journal and not in any supplement thereof on the following dates, to-wit:

**01/10/2020**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.  
On this 10th day of January, 2020.



Signature

Legal No.

**0006442618**

Page 106

**HOUSING AUTHORITY OF  
THE CITY OF ALAMEDA**

### PUBLIC NOTICE

The Housing Authority of the City of Alameda is accepting written comments on its proposed Annual Plan for the fiscal year starting July 1, 2020 and its 5-Year Plan starting July 1, 2020. The proposed plans are available for public review through Thursday, February 27, 2020. It is available at the following Alameda locations: Housing Authority Office, 701 Atlantic Avenue; Alameda City Hall, City Clerk's Office, 2263 Santa Clara Avenue; Alameda Free Library; Main Branch, 1550 Oak Street; Alameda Free Library, West End Branch, 788 Santa Clara Avenue; or on the web at [www.alamedahsg.org](http://www.alamedahsg.org). Supporting documents may be viewed at the Housing Authority Office. Written comments on the Annual Plan will be accepted through Thursday, February 27, 2020. Send comments to Director of Housing Programs, Lynette Jordan, 701 Atlantic Avenue, Alameda, CA 94501-2161.

A public hearing for the Board of Commissioners for the Housing Authority to hear comments from the public is anticipated to occur on Wednesday, March 18, 2020, at 7:00 p.m. at 703 Atlantic Avenue, Alameda, CA. The date could change; therefore, a separate public notice will be issued for the date and time of the meeting when they are established.



**AJ 6442618 January 10, 2020**

# Alameda Journal

1101 Marina Village Parkway  
Suite 253  
Alameda, CA 94501  
510-262-2740  
2000604

ALAMEDA HOUSING AUTHORITY  
ATTN: ACCOUNTS PAYABLE  
701 ATLANTIC AVE  
ALAMEDA, CA 94501

## PROOF OF PUBLICATION

### FILE NO. Mar. 18 Hearing/5 YR Plan

In the matter of

#### Alameda Journal

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Alameda Journal, a newspaper published in the English language in the City of Alameda, County of Alameda, State of California.

I declare that the Alameda Journal, is a newspaper of general circulation as defined by the laws of the State of California, as determined by the order of the Superior Court of the County of Alameda, dated August 25, 1992, in the action entitled "In the Matter of the Petition of the Alameda Journal to Have the Standing of the Alameda Journal as a Newspaper of General Circulation Ascertained and Established," Case Number 702515-6. Said order provides that: "Petitioner's prayer for an order ascertaining and establishing The Alameda Journal as a newspaper of general circulation...within the City of Alameda, County of Alameda, State of California, is granted." Said order has not been revoked.

I declare that the notice, a printed copy of which is annexed hereto, has been published in each regular and entire issue of the Alameda Journal and not in any supplement thereof on the following dates, to-wit:

**03/06/2020**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.  
On this 6th day of March, 2020.



Signature

Legal No.

**0006466937**

Page 107

HOUSING AUTHORITY OF THE  
CITY OF ALAMEDA

PUBLIC NOTICE

The Housing Authority of the City of Alameda (AHA) will hold a public hearing for its proposed Annual Plan and 5-Year Plan for the fiscal year starting July 1, 2020. The public hearing to receive oral comments from the public will occur on March 18, 2020, at 7:00 p.m. at 703 Atlantic Ave., Alameda, CA. The proposed Plan is available for public review on the AHA's website at [www.alamedahsg.org](http://www.alamedahsg.org), and four other locations including the Housing Authority office at 701 Atlantic Avenue, Alameda. The deadline to submit written comments was February 27, 2020.



AJ 6466937 March 6, 2020



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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Senior Management Analyst

Date: March 18, 2020

RE: Adopt the Annual Plan for Fiscal Year Starting July 1, 2020 and Authorize the Chair to Certify, By Resolution, that Board of Commissioners has Approved Submission of the Agency Plan to HUD

---

## **BACKGROUND**

The Housing Authority's 5-Year and Annual Plans make up the Agency Plan, a document that is mandated by and must be submitted to the U. S. Department of Housing and Urban Development (HUD). As a Housing Choice Voucher (Section 8) only and High Performer agency, HUD allows the Housing Authority to submit a streamlined Plan. In April 2015, the Authority submitted its 5-Year Plan. An Annual Plan must be submitted every year.

HUD requires that the Agency Plan be made available for public comment for 45 days prior to the public hearing. The Agency Plan must be submitted to HUD 75 days prior to the start of the Housing Authority's fiscal year on July 1, 2020.

## **DISCUSSION**

The RAB, representing the interests of Section 8 participants, was formed and met on December 11, 2019 to review the proposed Annual Plan beginning with the next fiscal year. No changes resulted from the RAB meeting to the proposed Annual Plan.

The Annual Plan was made available to the general public for comment for a period of at least 45 days. The public comment period started January 10, 2020 and ended February 27, 2020. The Housing Authority also allowed for lengthy written comments for the public hearing to be accepted through this same date. No comments were received.

The Board of Commissioners conducted a Public Hearing prior to the consideration of adopting the Annual Plan to accept additional oral comments. This report assumes no oral comments were received that would result in changes to the proposed Annual Plan beginning with the next fiscal year. If the comments received result in changes to the proposed Annual Plan, the plan will be revised and presented to the board prior to the April 17, 2020 submission deadline. The proposed Plan is attached to the staff report for the public hearing.



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 2 of 2

HUD requires that a resolution be adopted to certify compliance of the Annual Plan with federal regulations. A copy of the resolution, form HUD-50077-ST-HCV-HP is attached.

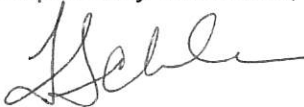
**FINANCIAL IMPACT**

None. This is a HUD reporting requirement, so failure to submit the report by the deadline would place the Housing Authority in violation of its Annual Contributions Contract.

**RECOMMENDATION**

Adopt the Annual Plan for Fiscal Year starting July 1, 2020 and authorize the Chair to certify, by resolution, that Board of Commissioners has approved submission of the Agency Plan to HUD.

Respectfully submitted,



Tonya Schuler-Cummins  
Senior Management Analyst

Attachments:

1. Resolution for Certification of Compliance with PHA Plans and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs) (HUD-50077-ST-HCV-HP)
2. Civil Rights Certification (Form HUD-50077-CR)



**Certifications of Compliance with  
PHA Plans and Related Regulations  
(Standard, Troubled, HCV-Only, and  
High Performer PHAs)**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including  
Required Civil Rights Certifications**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning July 1, 2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Alameda  
PHA Name

CA062  
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2020

5-Year PHA Plan for Fiscal Years 2020 - 2025

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official  Arthur Kurrasch	Title  Chair, Board of Commissioners
Signature	Date 3/18/2020

**Civil Rights Certification**  
*(Qualified PHAs)*

 U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB Approval No. 2577-0226  
 Expires 02/29/2016

**Civil Rights Certification**
**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of the City of Alameda  
 PHA Name

CA062  
 PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official **Arthur Kurrasch**

Title **Chair, Board of Commissioners**

Signature

Date **March 18, 2020**





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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Senior Management Analyst

Date: March 18, 2020

RE: Public Hearing to Hear Comments on Housing Authority 5-Year Plan for Fiscal Years Starting July 1, 2020 through 2025

---

### **BACKGROUND**

The Housing Authority's Five-Year and Annual Plans make up the Agency Plan, a document that is mandated by and must be submitted to the U. S. Department of Housing and Urban Development (HUD). As a Housing Choice Voucher (Section 8) only and High Performer agency, HUD allows the Housing Authority to submit a streamlined Plan. In April 2015, the Authority submitted its Five-Year Plan. An Annual Plan must be submitted every year.

The Executive Director has been authorized to select the members of the Resident Advisory Board (RAB), which is charged with reviewing and commenting upon the Annual Plan. This Committee also is called to review and comment on any substantial amendments or modifications to the plan.

HUD requires that the 5-Year Plan be made available for public comment for 45 days prior to the public hearing. The 5-Year Plan must be submitted to HUD 75 days prior to the start of the Housing Authority's fiscal year on July 1, 2020.

### **DISCUSSION**

The RAB is made up of participants of the Housing Choice Voucher program. Members of the RAB met on December 11, 2019, to review and comment on the proposed Annual Plan for Fiscal Year 2020-2021. RAB member comments are included as Attachment B to the Annual Plan. None of the comments resulted in changes to the proposed Annual Plan.

Under HUD's new Annual Plan template layout, there is a 5-Year PHA Plan (for all PHAs), which is form HUD-50075-5Y. The HUD template shows an expiration date of February 29, 2016; however, HUD has not yet replaced or updated the form. As such, the Housing Authority completed the template as follows:



**Section A** provides the PHA Information (name, code, fiscal year beginning date, number of vouchers in ACC, plan submission type, and consortia information) and locations to view the 5-Year Plan.

**Section B** is the 5-Year Plan. The subparts of Section B are:

### **B.1: Mission**

The Housing Authority's mission has not changed since the last 5-Year Plan submission and remains:

In partnership with the entire community, to advocate and provide quality, affordable safe housing; encourage self-sufficiency; and strengthen community inclusiveness and diversity in housing.

### **B.2: Goals and Objectives**

This section identifies the Agency's goals and objectives for the next 5 years. The agency identified 7 goals for the next 5 years. These goals are in line with the Strategic Plan and other agency objectives such as obtaining MTW status.

### **B.3: Progress Report**

This section includes the progress made over the last 5 years for the six goals outlined in the previous 5-year plan. This compiles the information contained in the Annual Plans for the same period.

### **B.4: Violence Against Women Act (VAWA) Goals**

This section contains a statement of various items that the Agency has in place to serve the needs of VAWA victims. This section includes Attachment B, which are the policies from the Administrative Plan related to VAWA.

### **B.5: Significant Amendment or Modification**

This section defines how the Housing Authority will define a significant amendment or modification to its Agency Plan. There were no changes to the definition from the last 5-Year Plan.

### **B.6: Resident Advisory Board (RAB) Comments**

These are included as Attachment A to the Annual Plan (labeled as Attachment #2 for this Board Report). The comments to the Annual Plan made by the RAB did not result in a change to the Annual Plan.

### **B.7: Certification by State or Local Officials**



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 3 of 3

### **B.7: Certification by State or Local Officials**

This is an attachment that must be submitted. Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan (Form HUD-50077-SL). This form was signed by Eric Levitt, City Manager on December 18, 2019.

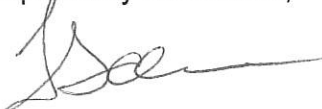
### **FINANCIAL IMPACT**

None. This is a HUD reporting requirement, so failure to submit the report by the deadline would place the Housing Authority in violation of its Annual Contributions Contract.

### **RECOMMENDATION**

Hold Public Hearing to Hear Comments on Housing Authority 5-Year Plan for Fiscal Years Starting July 1, 2020 through 2025.

Respectfully submitted,



Tonya Schuler-Cummins  
Senior Management Analyst

#### Attachments:

1. HUD Form 50075-5Y – 5-Year PHA Plan (for all PHAs)
2. 5-Year Plan Starting July 1, 2020 – Attachment A Resident Advisory Board Comments
3. Attachment B – VAWA Policies
4. Attachment C – Certification by State or Local Officials

<b>5-Year PHA Plan (for All PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires: 02/29/2016</b>
---	---	--

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

<b>A.</b>	<b>PHA Information.</b>																																
<b>A.1</b>	<p> <b>PHA Name:</b> <u>HOUSING AUTHORITY OF THE CITY OF ALAMEDA</u> <b>PHA Code:</b> <u>CA062</u>  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>07/2020</u>  <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission         </p> <p> <b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.         </p> <p>           The 5-Year PHA Plan and Elements for the period starting July 1, 2020 and ending June 30, 2025 are available at: <b>701 Atlantic Avenue, Alameda, CA 94501</b>            The Annual Plan for the current year and the proposed plan for the year starting July 1, 2020 and ending June 30, 2021 is also available at the address given above.            Both the 5-year PHA Plan and Annual Plan are available also at the <b>website</b>  <a href="http://www.alamedahsg.org">www.alamedahsg.org</a> </p> <p> <input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)         </p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																									
		PH	HCV																														
Lead PHA:																																	

<b>B.</b>	<b>5-Year Plan.</b> Required for <u>all</u> PHAs completing this form.
<b>B.1</b>	<b>Mission.</b> State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.  In partnership with the entire community, to advocate and provide quality, affordable safe housing; encourage self-sufficiency; and strengthen community inclusiveness and diversity in housing.

B.2

**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low-income, and extremely low- income families for the next five years.

**GOAL 1: WORK WITH COMMUNITY PARTNERS TO OPTIMIZE AFFORDABLE HOUSING AND SERVICES FOR THE ALAMEDA COMMUNITY.**

OBJECTIVES: A) DISCUSS OPTIONS FOR ADDRESSING THE HOUSING CRISIS BY SERVING HOUSEHOLDS AT 60-120% OF THE AREA MEDIAN INCOME. B) COLLABORATE WITH HOMELESS HOUSING SERVICE PROVIDERS TO IMPLEMENT A PLAN TO HOUSE THE FORMERLY HOMELESS AT THE NORTH HOUSING SITE. C) EXPLORE PROGRAM ENHANCEMENTS AND CONTINUE OUTREACH TO RECRUIT AND RETAIN LANDLORDS IN THE HCV PROGRAM. D) ASSESS GAPS IN RESIDENT SERVICES AND EXPLORE NEW PARTNERS FOR ENHANCED SERVICES WHEN FEASIBLE. E) CONTINUE TO COORDINATE WITH THE CITY AND REFER LANDLORDS TO THE CITY'S RESIDENTIAL REHABILITATION PROGRAM, INCLUDING ADVERTISING IN THE HOUSING PROGRAM'S DEPARTMENT LANDLORD NEWSLETTER.

**GOAL 2: USE RESOURCES EFFICIENTLY TO OPERATE IN A SUSTAINABLE MANNER.**

OBJECTIVES: A) AUTOMATE ACCOUNTING SYSTEMS TO FREE UP STAFF FOR HIGHER LEVEL ANALYTICAL TASKS. B) IMPLEMENT ON-LINE TENANT AND LANDLORD SERVICES FOR CONVENIENT COMMUNICATION WITH AHA AND REDUCTION OF STAFF TIME PROCESSING. C) REHABILITATE AHA'S PROPERTIES IN ACCORDANCE WITH THE BOARD-APPROVED CAPITAL IMPROVEMENTS PLAN BASED ON PORTFOLIO CAPITAL NEEDS ASSESSMENTS. D) ANALYZE THE OPTION OF APPLYING FOR MOVING TO WORK (MTW) STATUS TO OBTAIN GREATER FLEXIBILITY WITHIN HUD REGULATIONS.

**GOAL 3: RETAIN AND RECRUIT EXCELLENT STAFF.**

OBJECTIVES: A) CONTINUE TO PROVIDE ROBUST TRAINING AND CROSS-TRAINING FOR STAFF. B) IMPROVE WORK SPACE FOR STAFF, WITHIN CERTAIN FINANCIAL AND PHYSICAL LIMITATIONS. C) CONDUCT A JOB CLASSIFICATION AND COMPENSATION STUDY TO ENSURE AHA'S COMPENSATION PACKAGE REMAINS COMPETITIVE IN THE MARKETPLACE.

**GOAL 4: ENSURE FINANCIAL PREPAREDNESS FOR FUTURE CHALLENGES.**

OBJECTIVES: A) ADOPT A DASHBOARD OF KEY PERFORMANCE METRICS TO TRACK PROGRAM ACCOMPLISHMENTS AND FINANCIAL PERFORMANCE. B) SECURE FUNDING FOR AHA'S PIPELINE OF AFFORDABLE HOUSING DEVELOPMENTS AND COMPLETE THESE PROJECTS IN A COST-EFFECTIVE AND TIMELY MANNER. C) CONTINUE THE FAMILY SELF-SUFFICIENCY PROGRAM AS LONG AS HUD PROVIDES FUNDING. D) PROVIDE PARTICIPANTS WITH FINANCIAL LITERACY AND RECOMMEND HOMEBUYER EDUCATION CLASSES AS APPLICABLE. E) CREATE AN ORGANIZATIONAL RESERVES POLICY.

**GOAL 5: MAINTAIN AND IMPROVE DATA INTEGRITY AND COLLECTION.**

OBJECTIVES: A) REVIEW INFORMATION TECHNOLOGY SYSTEMS AND SECURITY ON THOSE SYSTEMS AGAINST CURRENT BEST PRACTICES. B) AUTOMATE PROCESSES TO IMPROVE EFFICIENCY AND ACCURACY.

**GOAL 6: IMPROVE THE QUALITY OF LIFE OF RESIDENTS WHILE MAINTAINING EFFICIENT AND EFFECTIVE OPERATIONS OF HOUSING AUTHORITY UNITS.**

OBJECTIVES: A) CONTINUE TO OFFER RESIDENT SUPPORTIVE SERVICE FOR ALL AUTHORITY-OWNED UNITS ON-SITE. B) CONTINUE TO PROVIDE EDUCATIONAL MATERIALS ON FAIR HOUSING LAWS AND REASONABLE ACCOMMODATION UNDER AMERICANS WITH DISABILITIES ACT (ADA) TO NEW PARTICIPANTS, OWNERS AND PROGRAM PARTICIPANTS. C) RE-EVALUATE LANGUAGE ACCESS PLAN (LAP) IN 2020 AND CONTINUE TO PROVIDE MATERIALS IN MULTIPLE LANGUAGES AS OUTLINED IN THE LAP.

**GOAL 7: EXPAND HOUSING CHOICE THROUGHOUT THE CITY OF ALAMEDA.**

OBJECTIVES: A) IDENTIFY OPPORTUNITIES FOR PRESERVATION AND/OR ACQUISITION OF AFFORDABLE UNITS. B) FORM PARTNERSHIPS TO MAXIMIZE NEW AFFORDABLE UNITS. C) CONTINUE TO OFFER LANDLORD INCENTIVES AS APPROVED BY THE BOARD OF COMMISSIONERS. D) PROVIDE HOUSING TO PERSONS EXPERIENCING HOMELESSNESS THROUGH THE MODERATE REHABILITATION, PROJECT-BASED VOUCHER (PBV), SHELTER PLUS CARE AND VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAMS AS APPROPRIATE WITH CONTRACTS. E) EVALUATE AND APPLY FOR NEW FUNDING SOURCES FROM HUD WHERE CAPACITY AND NEED EXIST, INCLUDING VASH AND MTW AS ELIGIBLE. F) ISSUE REQUESTS FOR PROPOSALS FOR PROJECT-BASED VOUCHERS, AS FUNDING AND CAPACITY ALLOW, TO LEVERAGE THE VOUCHERS TO OBTAIN MORE FUNDING FROM OTHER SOURCES.



**B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

The Housing Authority made significant progress in achieving the goals outlined in the 5-Year Plan submitted for the period of 2015-2020.

**GOAL 1: ACHIEVE ORGANIZATIONAL EXCELLENCE.**

**OBJECTIVE A: THE BOARD OF COMMISSIONERS, EXECUTIVE DIRECTOR, AND OTHER STAFF IN CONJUNCTION WITH PROFESSIONAL CONSULTANTS FINISHED DEVELOPING A 3-YEAR STRATEGIC PLAN IN 2018.**

**OBJECTIVE B: DURING THE REVIEW PERIOD, THERE WERE OVER TWELVE INTERNAL PROMOTIONS AND A DEPUTY EXECUTIVE DIRECTOR WAS HIRED TO ASSIST WITH SUCCESSION PLANNING. CROSS TRAINING OF STAFF FOR SUCCESSION PLANNING WAS SUCCESSFULLY TESTED WHEN THE AGENCY HIRED A FINANCE DIRECTOR, FINANCE CONTROLLER, AND THREE ACCOUNTING SPECIALISTS WITHIN ONE YEAR. STAFF ALSO FOUNDED AND MAINTAINED A ROUNDTABLE GROUP FOR LOCAL DIRECTORS OF THE HOUSING CHOICE VOUCHER PROGRAM. FURTHERMORE, THE EXECUTIVE DIRECTOR IS CURRENTLY SERVING AS PRESIDENT FOR THE CALIFORNIA ASSOCIATION OF HOUSING AUTHORITIES.**

**OBJECTIVE C: STAFF TRAINING DURING THE FIVE YEARS COVERED BY THE PREVIOUS PLAN INCLUDES TRAINING IN THE FOLLOWING AREAS: YEARLY FAIR HOUSING TRAINING; NUMEROUS TRAININGS FOR SUPERVISOR STAFF INCLUDING PERFORMANCE MANAGEMENT AND EVALUATIONS AND GIVING FEEDBACK; PRIORITY MANAGEMENT AND PLANNING; FINANCING AFFORDABLE HOUSING DEVELOPMENT; RECOGNIZING AND PREVENTING SEXUAL HARASSMENT; SECTION 8 HEARING OFFICER TRAINING; BROWN ACT AND PUBLIC RECORDS TRAINING FOR STAFF AND THE BOARD OF COMMISSIONERS; CUSTOMER SERVICE TRAINING; NUMEROUS HOUSING QUALITY STANDARDS TRAININGS; PREVENTING DISCRIMINATION (IN PERSON ALONG WITH ONLINE) TRAININGS; ANNUAL LASERFICHE TRAININGS; EXECUTIVE HOUSING CHOICE VOUCHER MANAGEMENT TRAINING; RENT CALCULATION AND ELIGIBILITY FOR THE HOUSING CHOICE VOUCHER PROGRAM TRAINING; LEADERSHIP DEVELOPMENT; YARDI ADVANCE SOLUTIONS CONFERENCE; MONTHLY PROPERTY OPERATIONS TRAININGS; WEEKLY HOUSING CHOICE VOUCHER TRAININGS; CONCENTRATED INFORMATION TECHNOLOGY TRAINING FOR THE MAINTENANCE STAFF; AND THE LAUNCHING OF AN ONLINE ELEARNING PLATFORM FOR ALL STAFF.**

**GOAL 2: MAXIMIZE USE OF HOUSING CHOICE VOUCHER ALLOCATION TO PROVIDE HOUSING ASSISTANCE TO LOW-INCOME FAMILIES.**

**OBJECTIVE A: DURING THE REVIEW PERIOD, ALL WAIT LISTS WERE OPENED AT ONE TIME. ALSO, THE SITE-BASED WAIT LISTS WERE RECONFIGURED IN A SIGNIFICANT AMENDMENT PROCESS TO REDUCE THE STAFF TIME TO ADMINISTER THE WAIT LISTS.**

OBJECTIVE B: DURING THE REVIEW PERIOD, THE HOUSING AUTHORITY WAS IN SHORTFALL FOR ONE YEAR, SO LEASE-UP DROPPED DURING THAT TIME. UPON COMING OUT OF SHORTFALL IN 2019, THE AGENCY ISSUED OVER 75 HOUSING CHOICE VOUCHERS TO NEW ADMISSION FAMILIES. THE CONTINUATION OF THE AGENCY'S LANDLORD INCENTIVE PROGRAM ASSISTED WITH THE LEASING UP OF A LARGE NUMBER OF FAMILIES. DURING THE REVIEW PERIOD, THE AGENCY CONTINUED TO OFFER MONTHLY RENTAL WORKSHOPS FOR VOUCHER HOLDERS LOOKING FOR A UNIT IN THE AGENCY'S JURISDICTION AND ALSO CONTINUED TO RECEIVE FUNDING AND OFFER THE FAMILY SELF SUFFICIENCY PROGRAM. DURING THIS REVIEW PERIOD, OVER \$200,000 WAS PAID TO GRADUATES OF THE PROGRAM FROM THEIR FSS ESCROW ACCOUNT.

OBJECTIVE C: THE HOUSING AUTHORITY SCORED HIGH PERFORMER STATUS ON THE FIVE MOST RECENT SEMAP CERTIFICATIONS.

OBJECTIVE D: TWO REVISIONS TO WAIT LIST PREFERENCES WERE COMPLETED DURING THE REVIEW PERIOD.

OBJECTIVE E: THE AGENCY CONTINUES TO CONSIDER AN ALWAYS OPEN "INTEREST LIST," BUT HIGH COST MAY BE PROHIBITIVE FOR THIS SOLUTION. THE AGENCY OPENED THE HOUSING CHOICE VOUCHER WAIT LIST IN 2015, RECEIVING ALMOST 37,000 APPLICATIONS. THE AGENCY OPENED THE SITE-BASED WAIT LISTS IN 2016 AND RECEIVED OVER 21,000 APPLICATIONS.

OBJECTIVE F: THE AGENCY EXPLORED ONLINE WAIT LIST OPTIONS, AND IS PREPARING TO LAUNCH AN ONLINE OPTION; HOWEVER, OLDER WAIT LIST DATA MUST BE CORRECTED BEFORE AN ONLINE OPTION CAN BE LAUNCHED. IN THE MEANTIME, THE LAST TWO WAIT LIST OPENINGS HAVE AN ONLINE SYSTEM TO CHECK STATUS FOR THOSE PRE-APPLICATIONS ONLY. ALSO, THE AGENCY IMPLEMENTED A SYSTEM THAT ALLOWS FOR E-MAIL DISTRIBUTION OF PERIODIC NEWSLETTERS TO IMPROVE THE PUBLIC OUTREACH IN MANY AREAS, INCLUDING WAIT LISTS.

OBJECTIVE G: BIENNIAL INSPECTIONS WERE IMPLEMENTED DURING THIS REVIEW PERIOD AND ARE GOING WELL WITH THE CONTINUED USE OF THE HANDHELD ELECTRONIC TABLETS. HUD HAS NOT RELEASED ALL NOTICES RELATED TO THE REVISED HOTMA REGULATIONS RELATING TO PROJECT-BASED VOUCHERS; HOWEVER, THE HOUSING AUTHORITY HAS IMPLEMENTED ALL RELEASED REGULATIONS AND IS PREPARED TO IMPLEMENT THE OTHER REGULATIONS WHEN HUD HAS COMPLETED ITS RULEMAKING PROCESS.

OBJECTIVE H: THE AGENCY SUCCESSFULLY BEGAN USING HUD'S TWO YEAR FORECASTING TOOL TO MANAGE THE HOUSING CHOICE VOUCHER PROGRAM LEASE-UP DURING THIS REVIEW PERIOD. THE AGENCY ALSO DEVELOPED A MONTHLY DASHBOARD REPORT FOR THE BOARD OF COMMISSIONERS TO REPORT ON THE PROGRESS OF THE PROGRAM.

OBJECTIVE I: THE AGENCY CONTINUES TO UPDATE THE LANGUAGE ACCESS PLAN (LAP) AND PROVIDE TRANSLATION SERVICES TO ALL LIMITED ENGLISH PROFICIENT (LEP) PERSONS COMING INTO CONTACT WITH THE AGENCY. ALL STAFF HAVE RECEIVED TRAINING ON THE IMPORTANCE OF THE LAP AND PROVIDING EQUAL ACCESS FOR LEP INDIVIDUALS.

**GOAL 3: IMPROVE THE QUALITY OF LIFE OF RESIDENTS WHILE MAINTAINING EFFICIENT AND EFFECTIVE OPERATIONS OF HOUSING AUTHORITY RENTAL UNITS.**

OBJECTIVE A: THE AGENCY IS NOW OFFERING ON-SITE RESIDENT SUPPORTIVE SERVICES FOR ALL AUTHORITY-OWNED UNITS AND BY PHONE FOR THE HOUSING CHOICE VOUCHER PROGRAM. THE AGENCY HAS TWO CONTRACTS WITH 3<sup>RD</sup> PARTY VENDORS TO PROVIDE A TOTAL OF THREE SOCIAL WORKERS TO ALL NEW UNITS DEVELOPED AND UNITS OWNED BY THE HOUSING AUTHORITY.

OBJECTIVE B: THE AGENCY DID NOT APPLY FOR SOCIAL SERVICE COORDINATOR FUNDS, BUT DECIDED TO FUND THE SERVICES OFFERED THROUGH REVENUE RECEIVED FROM RENTS.

OBJECTIVE C: THE AGENCY HAS EVALUATED OPTIONS TO INCREASE REVENUE, INCLUDING BY ACCEPTING VOUCHERS AT ALL PROPERTIES UNDER ALL PROGRAMS. FOR EXAMPLE, UNDER THE TAX CREDIT PROGRAM, THIS WILL INCREASE REVENUE DUE TO THE ALLOWANCE OF HIGHER RENTS FOR VOUCHER HOLDERS UNDER THE TAX CREDIT AND HOUSING CHOICE VOUCHER PROGRAMS. THE AGENCY IS IMPLEMENTING A PLAN TO REDUCE THE OPERATIONAL COSTS OF THE PROPERTIES.

OBJECTIVE D: A PHYSICAL NEEDS ASSESSMENT (PNA) WAS COMPLETED FOR ALL PROPERTIES AND A LONG-TERM CAPITAL IMPROVEMENT PLAN WAS DEVELOPED TO ADDRESS THE NEEDS FOUND IN THE PNA. THIS INCLUDES THE EXTENSIVE REHABILITATION OF SOME PROJECTS UNDER THE TAX CREDIT PROGRAM.

OBJECTIVE E: THE AGENCY CONTINUES TO UPDATE THE LANGUAGE ACCESS PLAN (LAP) AND PROVIDE TRANSLATION SERVICES TO ALL LIMITED ENGLISH PROFICIENT (LEP) PERSONS COMING INTO CONTACT WITH THE AGENCY. ALL STAFF HAVE RECEIVED TRAINING ON THE IMPORTANCE OF THE LAP AND PROVIDING EQUAL ACCESS FOR LEP INDIVIDUALS.

**GOAL 4: IMPROVE ENVIRONMENTAL IMPACT.**

OBJECTIVE A: AHA CONTINUES TO PROMOTE THE USE OF PUBLIC TRANSPORTATION, LOCAL BIKE-SHARE PROGRAM FOR LOW-INCOME RESIDENTS AND TO PROMOTE ENVIRONMENTAL SUSTAINABILITY. AHA EXECUTED A CONTRACT WITH THE CITY AND AC TRANSIT TO PROVIDE FREE TRANSIT PASSES AT TEN OF ITS PROPERTIES AND JOINED THE ALAMEDA TRANSPORTATION

MANAGEMENT ASSOCIATION IN AN EFFORT TO EXPAND ITS ABILITY TO PROVIDE LOW AND/OR NO COST PUBLIC TRANSIT OPTIONS FOR RESIDENTS.

OBJECTIVE B: ALL PROPERTIES CONTINUE TO PARTICIPATE IN THE CITY-WIDE RECYCLING AND COMPOST PROGRAMS.

OBJECTIVE C: ALL NEW DEVELOPMENTS PARTICIPATE IN GREEN BUILDING CERTIFICATION PROGRAMS AND ARE DESIGNED WITH BAY FRIENDLY LANDSCAPING, BOTH OF WHICH REDUCE RESOURCE CONSUMPTION AND SUPPORT ENVIRONMENTAL STEWARDSHIP.

OBJECTIVE D: A HEALTHY HOMES ORIENTATION WAS NOT DEVELOPED FOR RESIDENTS OR LANDLORDS DURING THE REVIEW PERIOD.

**GOAL 5: MAINTAIN AND IMPROVE DATA INTEGRITY AND COLLECTION.**

OBJECTIVE A: A 3<sup>RD</sup> PARTY VENDOR WAS HIRED TO REVIEW THE TECHNOLOGY SYSTEMS IN PLACE AGAINST BEST PRACTICES. THE RECOMMENDATIONS IN THE CONSULTANT'S REPORT HAVE ALL BEEN IMPLEMENTED. THE AGENCY CONTINUES TO REVIEW SYSTEMS AND UPDATE SYSTEMS TO ENSURE THAT IT STAYS CURRENT WITH INDUSTRY PRACTICES AND UP-TO-DATE ON SYSTEM SECURITY.

OBJECTIVE B: THE AGENCY LAUNCHED AN ONLINE FORMS PROGRAM DURING THE REVIEW PERIOD. THIS ALLOWS STAFF TO SUBMIT PAPERLESS FORMS THROUGH THE ONLINE SYSTEM. ALSO, NUMEROUS PAPERLESS FUNCTIONS WERE LAUNCHED DURING THIS REVIEW PERIOD INCLUDING: MOBILE INSPECTIONS AND WORK ORDERS, A FINANCIAL INVOICE SYSTEM, ONLINE COMPLETION OF SOME OF THE NEW HIRE PAPERWORK, ONLINE BACKGROUND AND CREDIT CHECKS, AN ONLINE WAIT LIST PRE-APPLICATION SYSTEM, AND AN ONLINE RECERTIFICATION MODULE FOR THE HOUSING CHOICE VOUCHER PROGRAM.

OBJECTIVE C: THE AGENCY HAS AUTOMATED SOME INTERNAL AND EXTERNAL FORMS THROUGH THE ABOVE REFERENCED FORMS SYSTEM. THE AGENCY IMPLEMENTED SCANNING AT THE RECEPTION DESK WITH A WORKFLOW TIED TO THE SCANNING TO AUTOMATE NOTIFICATION OF STAFF OF RECEIVED DOCUMENTS. IN GENERAL, AUTOMATIC WORKFLOWS HAVE BEEN EXPANDED IN THE AGENCY'S SCANNING SYSTEM WHEREVER POSSIBLE. ALSO, THE AGENCY'S MAIN DATABASE (YARDI) HAS THREE NEW APPROVAL WORKFLOWS LAUNCHED TO ASSIST WITH DATA INTEGRITY AND SYSTEM CONTROLS. IN ADDITION, AUTOMATED TASKS BEHIND THE SCENES HAVE BEEN LAUNCHED TO CLEAN UP DATA AND PROVIDE AUTOMATIC NOTIFICATIONS.

**GOAL 6: EXPAND HOUSING CHOICE THROUGHOUT THE CITY OF ALAMEDA.**

OBJECTIVE A: THE PLAN TO REDEVELOP THE ROSEFIELD VILLAGE PROPERTY IS COMPLETE AND FULLY ENTITLED FOR 92 UNITS OF AFFORDABLE FAMILY

HOUSING. ONCE FINANCING IS SECURED, CONSTRUCTION WILL COMMENCE IN 2020. MASTER PLANNING IS UNDERWAY FOR A 12-ACRE PARCEL OF FORMER COAST GUARD HOUSING THAT CAN BE REDEVELOPED INTO APPROXIMATELY 500 UNITS OF HOUSING OVER THE NEXT TEN YEARS. THE HOUSING AUTHORITY HAS FINALIZED THE PURCHASE OF FOUR BELOW-MARKET RATE CONDOS AND IS RENTING THEM TO LOW AND VERY-LOW INCOME HOUSEHOLDS.

OBJECTIVE B: TWO NEW TAX CREDIT DEVELOPMENTS WERE STARTED BY THE HOUSING AUTHORITY AND ITS PARTNERS AND COMPLETED DURING THE REVIEW PERIOD. THE HOUSING AUTHORITY CONTINUES TO ADMINISTER THE SALE OF BELOW-MARKET RATE UNITS AT PRIVATE DEVELOPMENTS UNDER THE CITY'S INCLUSIONARY HOUSING PROGRAM. THE AGENCY, IN PARTNERSHIP WITH OTHER AGENCIES, IS DEVELOPING THE 12-ACRE PARCEL OF FORMER COAST GUARD HOUSING.

OBJECTIVE C: THE HOUSING AUTHORITY IS CONTINUING TO LOOK AT THE OPTION OF PROVIDING MIXED INCOME HOUSING PROJECTS, BUT FOR THE TWO MOST RECENT AFFORDABLE HOUSING PROVIDED, THE AGENCY OPTED TO PROVIDE ALL AFFORDABLE HOUSING BECAUSE OF THE SCARCITY OF THIS RESOURCE IN THE AREA.

OBJECTIVE D: THE ADMINISTRATIVE PLAN WAS REVIEWED DURING THE REVIEW PERIOD AND NUMEROUS CHANGES MADE.

OBJECTIVE E: THE HOUSING AUTHORITY APPLIED TO THE MTW PROGRAM'S COHORT 2, BUT WAS NOT GRANTED ADMISSION TO THE PROGRAM. THE AGENCY WILL CONTINUE TO ATTEMPT TO OBTAIN FLEXIBILITIES THROUGH THE MTW PROGRAM. THE AGENCY ALSO CONDUCTED TWO FAIR MARKET RENT STUDIES DURING THE REVIEW PERIOD IN AN EFFORT TO MAXIMIZE THE RENTS AVAILABLE TO LANDLORDS UNDER THE PROGRAM AND KEEPING WITH MARKET RENTS. AHA CONTINUES TO MANAGE THE CITYWIDE RENT STABILIZATION PROGRAM FOR NON-SECTION 8 UNITS WITHIN THE CITY LIMITS WHICH IS FUNDED BY NON-FEDERAL FUNDS AND ENCOMPASSES APPROXIMATELY 15,000 RENTAL UNITS.

<p><b>B.4</b></p>	<p><b>Violence Against Women Act (VAWA) Goals.</b> Provide a statement of the PHA’s goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>The Housing Authority is committed to ensuring that victims covered under VAWA receive all the information and protections entitled to them. Staff are trained on the provisions of VAWA and one staff member is assigned to assist victims when a situation is brought to a staff member’s attention. Management reminded staff about the resources available to victims of domestic violence and made sure they had this information readily available to provide when needed. Also, a page is dedicated to VAWA on the Agency’s website with an explanation of the protections, how to get more information, a link to the needed form, and a link to the Emergency Transfer Plan for the Agency. The Housing Authority also provides access to two full-time social workers to all tenants and participants of its programs who can assist the family in finding resources related to VAWA among other services.</p> <p>See Attachment B for the policies of the AHA related to VAWA. For additional information about the administration of this policy, please refer to the Housing Authority’s Administrative Plan.</p>
<p><b>B.5</b></p>	<p><b>Significant Amendment or Modification.</b> Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>The Housing Authority of the City of Alameda defines a “substantial deviation of significant amendment or modification” for both its Five-Year and Annual Plans as one that meets all of the following qualifications:</p> <ol style="list-style-type: none"> <li>Is discretionary (rather than mandated by HUD or other government entity);</li> <li>Fundamentally changes the policies of the Housing Authority;</li> <li>Requires formal approval of the Board of Commissioners; and</li> <li>Would result in changes to a Streamlined Plan submission.</li> </ol>
<p><b>B.6</b></p>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y   N  <input checked="" type="checkbox"/>   <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p><b>See Attachment A.</b></p>
<p><b>B.7</b></p>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p><b>See Attachment C.</b></p>

## Instructions for Preparation of Form HUD-50075-5Y 5-Year PHA Plan for All PHAs

---

### A. PHA Information [24 CFR §903.23\(4\)\(e\)](#)

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table.

### B. 5-Year Plan.

**B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. ([24 CFR §903.6\(a\)\(1\)](#))

**B.2 Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. ([24 CFR §903.6\(b\)\(1\)](#)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

**B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. ([24 CFR §903.6\(b\)\(2\)](#))

**B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. ([24 CFR §903.6\(a\)\(3\)](#))

**B.5 Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

#### B.6 Resident Advisory Board (RAB) comments.

(a) Did the public or RAB provide comments?

(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.17\(a\)](#), [24 CFR §903.19](#))

---

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

---



Annual PHA Plan  
Starting July 1, 2020

5-Year Plan  
Starting July 1, 2020

## ATTACHMENT A RESIDENT ADVISORY BOARD COMMENTS

Resident Advisory Board for the Housing Authority of the City of Alameda (AHA) was held December 11, 2019 at 4:00 p.m. at Ruth Rambeau Memorial Community Room, 703 Atlantic Avenue, Alameda, California

### Roll Call:

Present: One member present.

Absent: Two members absent.

Staff present: Lynette Jordan, Director of Housing Programs; Tonya Schuler-Cummins, Senior Management Analyst; Daniel Mills, Management Analyst.

### **Resident Advisory Board Comments:**

General questions during the meeting included asking what the incentive for developers was in building low-income units. Staff explained that the Housing Authority of the City of Alameda under Island City Development has acted as the developer on the recent projects. An existing property, Rosefield Village, will be developed and it was questioned as to how that process will affect other Housing Authority properties. Staff explained that Rosefield Village was inspected and it was recommended that the units not be rehabilitated, so a plan was developed to rebuild parts of the complex; however, other properties will not be upgraded at the same time. Construction will be conducted as a normal construction site, including signs with contact information. The RAB member asked about the family self-sufficiency (FSS) program and access to the resident support offered by the AHA. Both these programs were explained to the RAB member and how to access each.

RAB member stated there were no questions or comments on the Annual Plan, but did have one comment on the 5-Year Plan.

The RAB member stated that the Agency's policy to not allow adult children to be added back into the household needed review. The RAB member stated that before entering the jurisdiction of the Housing Authority of the City of Alameda under portability, another Public Housing Authority required the removal of an adult child due to the child being out of the household attending college. The RAB member stated that the policy puts families in a difficulty position and it does not improve the quality of life of the residents. The RAB member stated that it stresses the parents if the adult child becomes homeless and has to live on the streets.

Staff explained that the policy for the AHA is not to remove an adult child who is away attending classes and intends to return to the household; however, any income, assets, etc., of the adult child would continue to need to be reported and counted in the annual income calculation of the household. The AHA would add in an adult child if a member of the assisted household had legal guardianship of the child or if the addition was needed as a reasonable accommodation for a member of the assisted household.

The RAB member stated that typically low-income families do not have access to legal resources to assist with obtaining guardianship. Staff explained that legal resources are available for low-income families and a listing can be obtained from the front desk.

In response to the RAB member's comment about revising the 5-Year goals to include a revision of this policy, in 2014, the Board of Commissioners did approve a restriction on the addition of household members to applications and assisted households. This policy was adopted for many reasons, including to reduce the number of interims required to add and remove household members and to reduce subsidy amounts at a time when funding was at a low level. These two reasons have not changed as HUD is pro-rating the money given to administer the program, so AHA is again considering policies that will reduce the number of required interims due to the AHA having to subsidize its federal program from non-federal funds for administrative services. The AHA's policy of not removing children attending college is more generous than other agency's policies, and the AHA is not looking to revise this policy at this time, either.

## Chapter 2

### FAIR HOUSING AND EQUAL OPPORTUNITY

#### INTRODUCTION

This chapter explains the laws and HUD regulations requiring housing agencies to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the AHA's housing choice voucher (HCV) operations.

This chapter describes HUD regulations and AHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of the AHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the housing choice voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons. This part details the obligations of the AHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates HUD's final Guidance, published January 22, 2007 in the *Federal Register*.

Part IV: Affirmatively Furthering Fair Housing.

#### PART I: NONDISCRIMINATION

##### 2-I.A. OVERVIEW

Federal and state laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The California Fair Employment and Housing Act prohibits discrimination in housing on these same bases, as well as gender, gender identity, gender expression, sexual orientation, marital status, ancestry, source of income, and genetic information. The AHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community

Development Act of 1974 and the Fair Housing Amendments Act of 1988)

- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- California's Fair Employment and Housing Act, Gov't Code Sec. 12900 *et seq.*
- California Unruh Civil Rights Act, Civil Code Sec. 51
- California Disabled Persons Act, Civil Code Sec. 54
- Violence Against Women Reauthorization Act of 2013 (VAWA)
- When more than one civil rights law applies to a situation, the laws will be read and applied together.
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

## **2-I.B. NONDISCRIMINATION**

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as AHA policies, can prohibit discrimination against additional classes of people.

The AHA shall not discriminate because of race, color, sex (includes, but is not limited to, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, as well as gender identity and gender expression), religion, marital or familial status, age, disability, medical condition, national origin, ancestry, source of income, and sexual orientation, (called "protected classes"). Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The AHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based on any of these factors

If a criminal record is the basis of the denial, a copy of the record must accompany the notice. In addition, a copy of the criminal record must be provided to the subject of the record [24 CFR 982.553(d)].

Notice requirements related to denying assistance to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, or stalking are contained in Section 3-III.G.

The family will be notified of a decision to deny assistance in writing within 14 calendar days of the determination.

### **3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub. L. 113-4]**

The Violence Against Women Reauthorization Act of 2013 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(1) of VAWA adds the following provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program:

- That an applicant or participant is or has been a victim of domestic violence, dating violence, sexual assault
- or stalking is not an appropriate reason for denial of program assistance or admission.

#### **Notification and Victim Documentation**

The AHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history that would warrant denial under the AHA's policies. If

the AHA makes a determination to deny admission to an applicant family, the AHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

Under most circumstances, a survivor need only to self-certify in order to exercise their rights under VAWA, ensuring third-party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe. In cases where both parties are claiming protection under VAWA AHA can require one of the following elements:

The documentation must include one of the following elements:

- Form HUD-5382, or a statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in

addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement, or

- A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, or
- A record from a Federal, State, local law enforcement agency or court documenting the actual or threatened abuse, or
- At the discretion of a covered housing provider, a statement or other evidence provided by the victim.

The required certification and supporting documentation must be submitted to the AHA within 14 business days after the AHA issues its written request. If the applicant is unable to submit the required documentation, he or she may request an informal review and request an extension, which must be in writing, before the 14 business days' time period expires. If the applicant so requests, the AHA will grant an extension of 14 calendar days, and will postpone scheduling the applicant's informal review until after it has received the documentation or the extension period has elapsed. AHA may extend this time period at its discretion based on circumstances. During the 14-business day period and any granted extensions of that time, no adverse actions, such as an eviction or termination, can be taken against the individual requesting VAWA protection.

If after reviewing the documentation provided by the applicant, the AHA determines the family is eligible for assistance, no informal review will be scheduled and the AHA will proceed with admission of the applicant family.

### **Perpetrator Removal or Documentation of Rehabilitation**

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the AHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

**AHA Confidentiality Requirements**

All information provided to the AHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

**Exhibit 3-3 DEFINITIONS**  
**VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 (VAWA)**

- The term domestic violence includes felony or misdemeanor crimes of violence committed by:
  - A current or former spouse or intimate partner of the victim;
  - A person with whom the victim shares a child in common;
  - A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
  - A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
  - Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

[Note: The term dating violence is no longer a separate term, but is included in the overall "domestic violence" definition given above.]
- The term *stalking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - - 1) Fear for the person's individual safety or the safety of others; or
    - 2) Suffer substantial emotional distress.
- The term *immediate family member* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
  - Any other person living in the household of that person and related to that person by blood and marriage.



Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, the AHA may approve another adult family member to attend the briefing.

Families that attend group briefings and still need individual assistance will be referred to an appropriate AHA staff person.

Briefings will be conducted in English. For limited English proficient (LEP) applicants, the AHA will provide translation services in accordance with the AHA's LEP plan (See Chapter 2).

### **Notification and Attendance**

Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.

If the notice is returned by the post office with no forwarding address, a notice of denial (see Chapter 3) will be sent to the family's address of record.

Applicants who fail to attend a scheduled briefing will be removed from the waiting list unless the applicant can show good cause. Good cause is defined as a disability or emergency family circumstances where the applicant requests the AHA maintain the applicant's place on the waiting until the next briefing, not to exceed six months, as a reasonable accommodation and only if requested prior to the briefing. Not attending a briefing because of incarceration is not an acceptable reason to hold an applicant's place on the waiting list and will result in removal from the waiting list. (See Chapter 3).

### **Oral Briefing [24 CFR 982.301(a)]**

Each briefing must provide information on the following subjects:

- How the Housing Choice Voucher program works;
- Family and owner responsibilities;
- Where the family can lease a unit, including renting a unit inside or outside the AHA's jurisdiction;
- For families eligible under portability, an explanation of portability. The AHA cannot discourage eligible families from moving under portability;
- For families living in high-poverty census tracts, an explanation of the advantages of moving to areas outside of high-poverty concentrations;
- When AHA-owned units are available for lease, the AHA will inform the family during the oral briefing that the family has the right to select any eligible unit available for lease, and is not obligated to choose a AHA-owned unit; and
- VAWA Notice of Occupancy Rights. Provides protections for Housing Choice Voucher and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

### **Briefing Packet [24 CFR 982.301(b)]**

Documents and information provided in the briefing packet must include the following:

- The term of the voucher, and the AHA's policies on any extensions or suspensions of the term. If the AHA allows extensions, the packet must explain how the family can request an extension.
- A description of the method used to calculate the housing assistance payment for a family, including how the AHA determines the payment standard for a family, how the AHA determines total tenant payment for a family, and information on the payment standard and utility allowance schedule.
- An explanation of how the AHA determines the maximum allowable rent for an assisted unit.
- Where the family may lease a unit. For a family that qualifies to lease a unit outside the AHA jurisdiction under portability procedures, the information must include an explanation of how portability works.
- The HUD-required tenancy addendum, which must be included in the lease.
- The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.
- A statement of the AHA policy on providing information about families to prospective owners.
- The AHA subsidy standards including when and how exceptions are made.
- The HUD brochure on how to select a unit.
- The HUD pamphlet on lead-based paint entitled *Protect Your Family from Lead in Your Home*.
- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form.
- A list of landlords or other parties willing to lease to assisted families or help families find units, especially outside areas of poverty or minority concentration.
- Notice that if the family includes a person with disabilities, the family may request a list of available accessible units known to the AHA.
- The family obligations under the program, including any obligations of a welfare-to-work family.

VAWA (Violence Against Women Act) Notice of Occupancy Rights.

- The grounds on which the AHA may terminate assistance for a participant family because of family action or failure to act.
- AHA informal hearing procedures including when the AHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

## Chapter 10

### MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

#### INTRODUCTION

Freedom of choice is a hallmark of the housing choice voucher (HCV) program. In general, therefore, HUD regulations impose few restrictions on where families may live or move with HCV assistance. This chapter sets forth HUD regulations and AHA policies governing moves within or outside the AHA's jurisdiction in two parts:

Part I: Moving with Continued Assistance. This part covers the general rules that apply to all moves by a family assisted under the AHA's HCV program, whether the family moves to another unit within the AHA's jurisdiction or to a unit outside the AHA's jurisdiction under portability.

Part II: Portability. This part covers the special rules that apply to moves by a family under portability, whether the family moves out of or into the AHA's jurisdiction. This part also covers the special responsibilities that the AHA has under portability regulations and procedures.

#### PART I. MOVING WITH CONTINUED ASSISTANCE

##### 10-I.A. ALLOWABLE MOVES

HUD lists five regulatory conditions and the statutory condition under VAWA in which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in section 10-I.B.

- The family has a right to terminate the lease on notice to the owner (for the owner's breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.314(b)(3)] with tenant-based assistance and with project-based assistance, any time after the first year of occupancy. If the family terminates the lease on notice to the owner, the family must give the AHA a copy of the notice at the same time [24 CFR 982.314(d)(1)].

If the family in a project-based unit wishes to move with continued tenant-based assistance, the family must contact the AHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with these requirements and the AHA has the available resources, the AHA will offer the family the opportunity for continued tenant-based assistance, in the form of a Housing Choice Voucher.

If a voucher is not immediately available upon termination of the family's lease in the PBV unit, the AHA will give the family priority to receive the next available voucher. If the family terminates the assisted lease before the end of the first year, the family relinquishes the Housing Choice Voucher assistance. [24 CFR 983.260]

- The Violence Against Woman Reauthorization Act of 2013 provides that "a family may receive a voucher from a public housing agency and move to another jurisdiction under the tenant-based assistance program if the family has complied

with all other obligations of the Section 8 program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.” [Pub.L. 113-4]

- The lease for the family’s unit has been terminated by mutual agreement of the owner and the family [24 CFR 982.314(b)(1)(ii)]. If the family and the owner mutually agree to terminate the lease for the family’s unit, the family will give the AHA a copy of the termination agreement. The initial lease term must be for at least one year for a project-based unit and may not be terminated without good cause. In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.
- The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.314(b)(2)]. The family must give the AHA a copy of any owner eviction notice [24 CFR 982.551(g)].
- The AHA has terminated the assisted lease for the family’s unit for the owner’s breach [24 CFR 982.314(b)(1)(i)].
- The AHA determines that the family’s current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, the AHA will issue the family a new voucher, and the family and AHA will try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, the AHA will terminate the HAP contract for the tenant-based voucher family’s old unit in accordance with the HAP contract terms and will notify both the family and the owner of the termination. The tenant-based voucher HAP contract terminates at the end of the calendar month that follows the calendar month in which the AHA gives notice to the owner. [24 CFR 982.403(a) and (c)]

If the family lives in a PBV unit, the family and the owner will be notified within 14 calendar days that the family will be offered continued assistance in another unit. This assistance may be in one of the following forms:

- Another project-based unit;
- A tenant-based voucher; or
- A HOME unit.

If the AHA offers the family the opportunity to receive a tenant-based voucher, the AHA will terminate HAP for the wrong-sized PBV unit at expiration of the term of the family’s HCV voucher including any extension granted by the AHA. If the AHA offers the family the opportunity for another PBV unit or a HOME unit and the family does not accept the offer or does not move out of the wrong-sized PBV unit within 30 calendar days from the date of the offer to accept the other unit, the AHA will terminate HAP for the wrong-sized or accessible unit, at the expiration of the 30-day time period.

## **10-I.B. RESTRICTIONS ON MOVES**

A family's right to move is generally contingent upon the family's compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which a PHA may deny a family permission to move and two ways in which a PHA may restrict moves by a family.

### **Denial of Moves**

HUD regulations permit the AHA to deny a family permission to move under the following conditions:

#### ***Insufficient Funding***

The AHA may deny a family permission to move if the AHA does not have sufficient funding for continued assistance [24 CFR 982.314(e)(1)].

The AHA will deny a family permission to move on grounds that the AHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or the AHA; (b) the AHA can demonstrate that the move will, in fact, result in higher subsidy costs; and (c) the AHA can demonstrate, through a detailed cost-reduction plan based on reasonable assumptions, that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs. This policy applies to moves within the AHA's jurisdiction as well as to moves outside it under portability.

#### ***Grounds for Denial or Termination of Assistance***

The AHA has grounds for denying or terminating the family's assistance [24 CFR 982.314(e)(2)]. VAWA creates an exception to these restrictions for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence or stalking, and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit. [Pub.L. 113-4]

If the AHA has grounds for denying or terminating a family's assistance, the AHA will act on those grounds in accordance with the regulations and policies set forth in Chapters 3 and 12, respectively. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances. Refer to section 3-III.G and 12-II.E for VAWA provisions.

#### **Restrictions on Elective Moves [24 CFR 982.314(c)]**

HUD regulations permit the AHA to prohibit any elective move by a participant family during the family's initial lease term. They also permit the AHA to prohibit more than one elective move by a participant family during any 12-month period.

The AHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within the AHA's jurisdiction or outside it under portability.

The AHA will consider exceptions to these policies for the following reasons: to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family



move by a participant family: insufficient funding and grounds for denial or termination of assistance.

In determining whether or not to deny an applicant family permission to move under portability because the AHA lacks sufficient funding or has grounds for denying assistance to the family, the initial PHA will follow the policies established in section 10-I.B of this chapter.

In addition, the AHA may establish a policy denying the right to portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353(c)].

If neither the head of household nor the spouse/cohead of an applicant family had a domicile (legal residence) in the AHA's jurisdiction at the time the family's application for assistance was submitted, the family must live in the AHA's jurisdiction with voucher assistance for at least 12 months before requesting portability.

The AHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2), in special circumstances, for family unification, or hard to house families with the approval of the Executive Director. Any exception to this policy, however, is subject to the approval of the receiving AHA [24 CFR 982.353(c)(3)].

### ***Participant Families***

The Initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease. [24 CFR 982.3539b.] VAWA creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit.

The AHA will determine whether a participant family may move out of the AHA's jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in sections 10-I.A and 10-I.B of this chapter. The AHA will notify the family of its determination in accordance with the approval policy set forth in section 10-I.C of this chapter.

## **Determining Income Eligibility**

### ***Applicant Families***

An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area [24 CFR 982.353(d)(3)]. The family must specify the area to which the family wishes to move [Notice 2016-9].

The initial PHA is responsible for determining whether the family is income eligible in the area to which the family wishes to move [24 CFR 982.355(c)(1)]. If the applicant family is not income eligible in that area, the PHA must inform the family that it may not move there and receive voucher assistance [Notice PIH 2016-9].

The request to terminate assistance should be made in writing and signed by the head of household, spouse, or cohead. Before terminating the family's assistance, the AHA will follow the notice requirements in Section 12-II.F.

### **12-I.D. MANDATORY TERMINATION OF ASSISTANCE**

HUD requires the AHA to terminate assistance in the following circumstances.

#### **Eviction [24 CFR 982.552(b)(2)]**

The AHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. In keeping with provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA), incidents of actual or threatened violence, dating violence, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

Serious or repeated lease violations will include, but not be limited to, nonpayment of rent, unauthorized household members, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used is whether the reason for the eviction was through no fault of the tenant or guests.

A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has filed an unlawful detainer against the family, but before a legal eviction order has been issued, termination of assistance is not mandatory. However, the AHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in Section 12-II.C and other factors as described in Sections 12-II.E. Upon consideration of such alternatives and factors, the AHA may, on a case-by-case basis, choose not to terminate assistance.

#### **Failure to Provide Consent [24 CFR 982.552(b)(3)]**

The AHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a reexamination. See Chapter 7 for a complete discussion of consent requirements.

#### **Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]**

The AHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the AHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.

the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.

### **12-II.E. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [Pub.L. 113-114]**

The Violence Against Women Reauthorization Act of 2013 (VAWA) provides that criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking. Applicants and tenants may not be denied assistance or have assistance terminated under a covered housing program on the basis of or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

VAWA also gives the AHA the authority to terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

VAWA does not prohibit the AHA or owner from terminating assistance or evicting a tenant if the AHA or owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the property would be present if that tenant or lawful occupant is not evicted or terminated from assistance.

When a participant family is facing termination of assistance because of the actions of a participant, household member, guest, or other person under the participant's control and a participant or immediate family member of the participant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault or stalking, the claim will be addressed per VAWA regulations before the termination of assistance is completed.

Under most circumstances, a survivor need only to self-certify in order to exercise their rights under VAWA, ensuring third-party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

In cases where both parties are claiming protection under VAWA AHA can require one of the following elements:

- Form HUD-5382; or
- A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney, a medical professional or another knowledgeable professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking or the effects of abuse. The professional must attest under penalty of perjury that the professional believes in the occurrence of the incident that is the ground for protection and remedies



under the VAWA Final Rule and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003. The applicant or tenant must sign or attest to the statement. Or,

- A record from a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency documenting the situation.
- At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or participant.

The required certification and supporting documentation must be submitted to the AHA within 14 business days after the PHA issues its written request. The 14-day deadline may be extended at the AHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the AHA may proceed with assistance termination.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation, or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a) Deny admission by the applicant or tenant to the housing or program;
- b) Deny assistance under the covered housing program to the applicant or tenant;
- c) Terminate the participation of the tenant in the covered housing program; or
- d) Evict the tenant, or a lawful occupant that commits a violation of a lease.

If the AHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant's tenancy is not terminated, the AHA will bypass the standard process and proceed with the immediate termination of the family's assistance. In determining this course of action, the AHA will consider any possible actions that may reduce or eliminate an actual and imminent threat and, if possible, use an alternative measure to prevent or remedy the situation rather than terminate the victim's assistance.

Although VAWA provides assistance termination protection for victims of domestic violence, it does not provide protection for perpetrators. Members of the household may not engage in criminal activity or criminal activity directly related to domestic violence. AHA will process termination of the perpetrator for violations of the family obligations found at 24 CFR 982.551(l) Crime by household members. The VAWA Final Rule provides that a participant who receives assistance under a covered housing program will not be terminated or evicted from housing on the basis of or as a direct result of having been a victim of criminal activity related to domestic violence, dating violence, sexual assault, or stalking.

When the actions of a participant or other family member result in an AHA decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, the AHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame, or any

approved extension period, the AHA will terminate the perpetrator's assistance. If the victim does not provide the certification and supporting documentation, as required, the AHA will proceed with termination of the family's assistance. If the AHA denies VAWA protections, it will follow its established procedures for grievance hearings, informal hearings, or informal reviews.

### **AHA Confidentiality Requirements**

All information provided to the AHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to in writing by the individual (victim) in a time-limited release, (b) is required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program, or (c) is otherwise required by applicable law.

### **12-II.F. TERMINATION NOTICE [HCV GB, p. 15-7]**

If a family's assistance is to be terminated, whether voluntarily or involuntarily, the AHA must give the family and the owner written notice that specifies:

- The reasons for which assistance has been terminated,
- The effective date of the termination,
- The family's right to an informal hearing as described in Chapter 15.46

If a criminal record is the basis of the termination, a copy of the record must accompany the notice. A copy of the criminal record also must be provided to the subject of the record [24 CFR 982.553(d)].

When termination is initiated by the AHA, the notice to terminate will be sent to the family and the owner at least 30 calendar days prior to the effective date of the termination. However, if a family vacates the unit without informing the AHA, 30 days notice will not be given. In these cases, the notice to terminate will be sent at the time the AHA learns the family has vacated the unit.

When a family requests to be terminated from the program they must do so in writing to the AHA (see section 12-I.C.). The AHA will then send a confirmation notice to the family and the owner within 14 calendar days of the family's request, but no later than the termination effective date (as requested by the family).

### **Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]**

The AHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or eligible immigration status; (2) evidence of citizenship and eligible immigration status is submitted timely, but USCIS primary and secondary verification does not verify eligible immigration status of a family; or (3) the AHA determines that a family member has knowingly permitted another individual who is not eligible for

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

### **15-VI.A. OVERVIEW**

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

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

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

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

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

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

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

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

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

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

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

VAWA requires the AHA to notify housing choice voucher participants of their rights under this law, including their right to confidentiality and the limits thereof. The AHA will

provide all participants with notification of their protections and rights under VAWA with any AHA notification of eviction or terminations of assistance and during the annual recertification or lease renewal process.

#### **15-VII.B. NOTIFICATION TO APPLICANTS**

The AHA will provide all applicants with notification of their protections and rights under VAWA at the time the individual is provided assistance or admission and at the time the applicant is denied assistance or admission. The notice also will inform each applicant of AHA confidentiality requirements.

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

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

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

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

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

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

#### **15-VIII.A. OVERVIEW**

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

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

- The resident owner may not be related to the assisted family by blood or marriage.
- An approved live-in aide may reside with the family.
- The other persons in the unit (a house or an apartment) may be assisted or not assisted under the tenant-based program.

### **Family Right to Move [24 CFR 983.260]**

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the AHA. If the family wishes to move with continued tenant-based assistance, the family must contact the AHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the AHA will offer the family the opportunity for continued tenant-based assistance, in the form of a Housing Choice Voucher. If a voucher is not immediately available upon termination of the family's lease in the PBV unit, the AHA will give the family priority to receive the next available voucher. The Director of Housing Programs shall maintain a list of interested PBV participants who want to move with continued tenant-based HCV assistance. Placement and ranking on the list will be on a first come, first served basis. The AHA shall give preference on this list to Violence Against Women's Act (VAWA)-eligible households.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the Housing Choice Voucher assistance.

### **Family Break-Up**

In the event of a family break-up by divorce or legal separation, the family shall decide who remains in the assisted unit and report the change in household composition in writing to the AHA. No further subsidy shall be provided to the departing spouse. The assistance generally remains with the family members who remain in the assisted unit.

If family members are forced to leave the unit because of actual or threatened physical violence against family members by a spouse or other members of the household, the AHA may terminate the HAP contract for the original assisted unit and transfer the assistance to the family members forced to leave. The actual or threatened physical violence must be documented

The documentation must include one of the following elements:

- A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, or

- A police or court record documenting the actual or threatened abuse, or

- A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

(Notice policies related to terminating assistance for participants who may be victims of domestic violence, dating violence, or stalking are contained in Section 12-II.E. of the Administrative Plan).



program. The receiving PHA must also have a HUD–VASH voucher available for this family. In these cases, the families must be absorbed by the receiving PHA.

### **PORTABILITY WHEN CASE MANAGEMENT IS NO LONGER REQUIRED**

If the family no longer requires case management, there are no portability restrictions. Normal portability rules apply.

### **18-III. D. FAMILY BREAK-UP**

The HUD-VASH voucher will remain with the veteran in the case of family break-ups. The only exception to this would be protections for victims under VAWA and the veteran is the perpetrator.

### **PART IV. TERMINATION**

A participant cannot be terminated from the program for a reason that could not be used for denying admission to the program. Prior to any termination action, the AHA will contact the VA case manager to determine if there are extenuating circumstances that should be considered to avoid the termination.

The AHA **may** terminate assistance for the following reasons:

1. Program violations that occur after admission to the voucher program

A HUD–VASH participant family must not be terminated after admission for a circumstance or activity that occurred before admission and was known to the AHA, but could not be considered at the time due to the HUD–VASH Operating Requirements. For instance, once accepted to the program, a family could not be terminated for money owed to the AHA on a past voucher; however, families are not protected if violations occur after admission. The AHA will work with the VA to find alternatives to termination to minor program infractions as long as the AHA staff and other residents are not endangered by the family's behavior.

2. Failure to participate, without good cause, in case management as verified by the VAMC

As a condition of receiving rental assistance, a HUD–VASH-eligible family must receive case management services from the VAMC or CBOC. Therefore, a HUD– VASH participant family's assistance must be terminated for failure to participate, without good cause, in case management as verified by the VAMC or CBOC.

However, a VAMC or CBOC determination that the participant family no longer requires case management is **not** grounds for termination of assistance. In such a case, the AHA may offer the family continued HCV assistance through one of

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Eric Levitt, the City Manager  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the City of Alameda  
*PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the


City of Alameda  
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

It meets the City's primary objectives to increase affordable housing and address services for people living in poverty. The Housing Authority's 5-year goals incorporate the goals being developed for the City's AI plan for the same period.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
<b>Eric Levitt</b>	<b>City Manager</b>
Signature	Date
	12/18/19

Approved as to Form:  
CITY ATTORNEY  
By: Michael Row  
Deputy City Attorney  
Assistant



---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Senior Management Analyst

Date: March 18, 2020

RE: Adopt the 5-Year Plan for Fiscal Year Starting July 1, 2020 and Authorize the Chair to Certify, By Resolution, that Board of Commissioners has Approved Submission of the Agency Plan to HUD

---

### **BACKGROUND**

The Housing Authority's 5-Year and Annual Plans make up the Agency Plan, a document that is mandated by and must be submitted to the U. S. Department of Housing and Urban Development (HUD). In April 2015, the Authority submitted its 5-Year Plan, so a new 5-Year Plan is required for 2020.

HUD requires that the Agency Plan be made available for public comment for 45 days prior to the public hearing. The Agency Plan must be submitted to HUD 75 days prior to the start of the Housing Authority's fiscal year on July 1, 2020.

### **DISCUSSION**

The RAB, representing the interests of Section 8 participants, was formed and met on December 11, 2019 to review the proposed 5-Year Plan beginning with the next fiscal year. No changes resulted from the RAB meeting to the proposed 5-Year Plan.

The 5-Year Plan was made available to the general public for comment for a period of at least 45 days. The public comment period started January 10, 2020 and ended February 27, 2020. The Housing Authority also allowed for lengthy written comments for the public hearing to be accepted through this same date. No comments were received.

The Board of Commissioners conducted a Public Hearing prior to the consideration of adopting the 5-Year Plan to accept additional oral comments. This report assumes no oral comments were received that would result in changes to the proposed 5-Year Plan beginning with the next fiscal year. If the comments received result in changes to the proposed Annual Plan, the plan will be revised and presented to the board prior to the April 17, 2020 submission deadline. The proposed Plan is attached to the staff report for the public hearing.



HUD requires that a resolution be adopted to certify compliance of the Annual Plan and 5-Year Plan with federal regulations. A copy of the resolution, form HUD-50077-ST-HCV-HP is attached to item 9-C on this board meeting's agenda schedule. The same form provides the certifications for both the Annual Plan and the 5-Year Plan.

**FINANCIAL IMPACT**

None. This is a HUD reporting requirement, so failure to submit the report by the deadline would place the Housing Authority in violation of its Annual Contributions Contract.

**RECOMMENDATION**

Adopt the 5-Year Plan for Fiscal Year starting July 1, 2020 and authorize the Chair to certify, by resolution, that Board of Commissioners has approved submission of the Agency Plan to HUD.

Respectfully submitted,



Tonya Schuler-Cummins  
Senior Management Analyst

Attachments: the attachments for this agenda items are the same as the attachments for agenda item 4-B.



---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: March 18, 2020

Re: Accept the Audit Report for Fiscal Year Ending June 30, 2019 and Authorize the Executive Director to Approve and Finalize Minor Changes to the June 30, 2019 Audit Report

---

### **BACKGROUND**

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 audit firm Citrin Cooperman & Company LLP has produced the draft audited financial statements of the Housing Authority of the City of Alameda for the fiscal year ending June 30, 2019. The draft audited financial statements and the list of adjusting journal entries are attached. These draft audited financial statements also incorporates the audited financial statements for Island City Development (ICD), which is presented as a discrete component unit. AHA's nonprofit affiliate, the Alameda Affordable Housing Corporation (AAHC), is a blended component unit with the Housing Authority of the City of Alameda and is not presented separately. The Other Post Employee Benefits (OPEB) Trust is presented separately.

The audit report and related schedules are due to HUD by March 31 each year, 9 months after the end of the prior fiscal year.

The audit is presented in draft form for the Board of Commissioners' review. Citrin Cooperman & Company LLP's audit partner, J. Michael Stephens, will present the draft audit report at the March 18, 2020 meeting. The Executive Director will approve and finalize minor changes to the audit by the deadline of March 31, 2020. The Board of Commissioners will be sent a copy of the final version and it will be posted on the agency website.

### **DISCUSSION**

The draft audit opinion showcases 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 are in conformity with US Generally Accepted Accounting Principles (US GAAP).



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 2 of 2

The audit report and financial statements includes the Financial Data Schedule (FDS) as a supplemental schedule. Once approved, the FDS report will be submitted to HUD prior to the March 31, 2020 deadline.

There is one deficiency finding in the report. Significant adjusting journal entries were required to be made by both the Housing Authority 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.

### **RECOMMENDATION**

Accept the Draft Audit Report for Fiscal Year Ending 30, 2019 and authorize the Executive Director to approve and finalize minor changes to the June 30, 2019 Audit Report.

Respectfully submitted,



Louie So, CPA  
Director of Finance

#### Attachments:

1. Draft Audit Report for Fiscal Year Ending June 30, 2019 including Adjusting Journal Entries Post Year End close
2. Citrin Cooperman Presentation

**HOUSING AUTHORITY OF THE CITY OF  
ALAMEDA**

**FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION**

**YEAR ENDED JUNE 30, 2019**

*Draft Copy*

**Table of Contents**

	<u>Page</u>
<b>Independent Auditor's Report</b>	1 - 3
<b>Required Supplementary Information</b>	
Management's Discussion and Analysis	4 - 10
<b>Financial Statements</b>	
Statements of Net Position	11 - 12
Statements of Revenues, Expenses, and Changes in Net Position	13
Statement of Cash Flows	14 - 15
Notes to Financial Statements	16 - 44
<b>Required Supplementary Information</b>	
Schedule of the Authority's Proportionate Share of the Net Pension Liability	45
Schedule of the Authority's Pension Plan Contributions	46
Schedule of Changes in the Net OPEB Liability and Related Ratios	47
Schedule of the Authority's OPEB Plan Contributions	48
<b>Other Supplementary Information</b>	
Financial Data Schedule	49 - 54
<b>Single Audit Section</b>	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	55 - 56
Independent Auditor's Report on Compliance for each Major Program and on Internal Control over Compliance as Required by the Uniform Guidance	57 - 58
Schedule of Expenditures of Federal Awards	59
Notes to Schedule of Expenditures of Federal Awards	60
Schedule of Findings and Questioned Costs	61 - 62



## INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners  
Housing Authority of the City of Alameda  
Alameda, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities, the discretely presented component unit, and the fiduciary fund of the Housing Authority of the City of Alameda (the "Authority") as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

#### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### *Auditor's Responsibility*

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Island City Development, which represent 100 percent of the assets, net position, and revenues of the discretely presented component unit. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for Island City Development, is based solely on the report of the other auditors. We did not audit the financial statements of OPEB Trust Fund, which represent 100 percent of the assets, net position, and revenues of the fiduciary fund. These financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for OPEB Trust, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. The financial statements of the discretely presented component unit and the fiduciary fund were not audited in accordance with *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.



An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities, the discretely presented component unit, and the fiduciary fund of the Housing Authority of the City of Alameda, as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 10, and the pension and OPEB schedules on pages 45 through 48 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The financial data schedule on pages 50 through 57 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards on page 59 is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The financial data schedule and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and the other auditors. In our opinion, the financial data schedule and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February \_\_, 2020, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Bethesda, Maryland  
February \_\_, 2020

Draft Copy

**REQUIRED SUPPLEMENTARY INFORMATION**

*Draft Copy*

This section of the Housing Authority of the City of Alameda's (the "Authority") annual financial report presents a discussion and analysis of the financial activities of the Authority for the fiscal year ended June 30, 2019. We encourage readers to consider the information presented here in conjunction with additional information that we furnished in our presentation to the Board of Commissioners.

The following management's discussion and analysis will discuss the results of the Authority's operations. Key financial information for the current fiscal year will be compared with those of the prior year.

### **Financial Highlights**

- The assets and deferred outflows of the Authority exceeded its liabilities and deferred inflows at the close of fiscal year 2019 resulting in a net position of \$104,845,868 at June 30, 2019, as opposed to \$65,831,910 at June 30, 2018.
- Total assets and deferred outflows of resources at June 30, 2019, were \$141,125,057. Of this, \$34,295,478 represents current assets, \$105,323,872 represents noncurrent assets, and \$1,505,707 represents deferred outflows of resources. Total assets and deferred outflows of resources at June 30, 2018, were \$103,479,223.
- Capital assets, net of accumulated depreciation at June 30, 2019, increased by \$37,660,053 from \$40,409,674 at June 30, 2018, to \$78,069,727 at June 30, 2019. Capital assets are reflected at cost, less accumulated depreciation for all purchased capital assets.
- Total liabilities and deferred inflows of resources at June 30, 2019, were \$36,279,189. Of this, \$3,911,700 represents current liabilities, \$30,466,026 represents noncurrent liabilities, and \$1,901,463 represents deferred inflows of resources. Net position increased from \$65,831,910 at June 30, 2018, to \$104,845,868 at June 30, 2019, an increase of \$39,013,958.
- Total operating and non-operating revenues for the Authority for fiscal year 2019 were \$76,901,391 versus \$47,263,968 for fiscal year 2018; an increase of \$29,637,423. The primary sources of revenue for 2019 were governmental grants including Housing Choice Voucher Program (Section 8) Housing Assistance Payment ("HAP"), and rents collected from the Authority's owned units, and the land transfer from the City of Alameda to the Authority. For fiscal year 2019, please note that \$6,823,178 of HAP received from HUD to Authority-owned properties are eliminated from financial statement presentation, as these payments are paid to the Authority as landlord for Authority-owned properties.
- Total operating and non-operating expenses for the Authority for fiscal year 2019 were \$37,887,433 versus \$44,004,175 for fiscal year 2018; a decrease of \$6,116,742. The major program expenditure, as reflected on the statement of revenues, expenses, and changes in net position, was for HAP. There were \$30,594,139 of HAP expenses for fiscal year 2019 versus \$29,612,706 in fiscal year 2018. For fiscal year 2019, please note that \$6,823,178 of HAP received from HUD and disbursed to landlords are eliminated from financial statement presentation, as these payments are paid to the Authority as landlord for Authority-owned properties. The Authority disbursed \$29,745,400 in HAP for disbursements to landlords in fiscal year 2019, which is slightly above \$29,612,706 reported in fiscal year 2018.

### **Financial Highlights (continued)**

- Operating revenues for the Authority for fiscal year 2019 were \$40,091,906 and operating expenses were \$36,752,757, respectively. Operating revenues and expenses for fiscal year 2018 were \$46,830,312 and \$42,790,802, respectively.

### **Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements, which are comprised of a statement of net position, statement of revenues, expenses, and changes in net position, statement of cash flows and notes to the financial statements.

### **Government-Wide Financial Statements**

The government-wide financial statements report information of the Authority as a whole, net of inter-program activity.

The *statement of net position* presents information on the Authority's assets and deferred outflows, and liabilities and deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating.

The *statement of revenues, expenses, and changes in net position* presents information showing how the Authority's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The *statement of cash flows* presents the change in the Authority's cash and cash equivalents during the most recent fiscal year.

### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Authority uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Some programs are required to be established by U.S. Department of Housing and Urban Development ("HUD"). However, the Authority also administers other programs to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using grants and other moneys. All of the funds of the Authority are classified on the face of the financial statements as one enterprise housing fund as a result of Government Accounting Standards Board ("GASB") Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*.

Enterprise funds account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. They are reported using the full accrual method of accounting in which all assets and all liabilities associated with the operation of these funds are included on the statement of net position. The focus of enterprise funds is on income measurement, which together with the maintenance of equity, is an important financial indication.

### **Notes to the Basic Financial Statements**

The *notes to the financial statements* provide additional information that is essential to a full understanding of the data provided in the fund financial statements.

### **Component Unit**

As is more fully described in Note 1, the government-wide financial statements include the financial information of Island City Development (a California Nonprofit Corporation), a discrete component unit of the Authority. A complete audited financial statement is separately issued for Island City Development and its subsidiary limited partnerships and limited liability companies, and may be obtained at the Authority's administrative offices located at 701 Atlantic Avenue, Alameda, California. In fiscal year ended June 30, 2018, the Authority created a new blended component unit, Alameda Affordable Housing Corporation ("AAHC"). The financial statements for AAHC are not presented separately.

### **Fiduciary Fund**

As is more fully described in Note 1, the Authority reports a fiduciary fund for its Other Post Employment Benefits ("OPEB") Trust Fund. The funds are held in a trust by the Authority for the beneficiaries of the OPEB plan.

### **Supplementary Information**

The schedule of expenditures of federal awards, the pension and OPEB schedules, and the financial data schedule are presented for purposes of additional analysis as required by the GASB Statements, the Uniform Guidance at 2 CFR 200 Subpart F, and the requirements of HUD. These schedules can be found in the supplementary information sections of this report.

### **Financial Analysis**

The Authority uses funds to help it control and manage money for particular purposes. A portion of the Authority's net position reflects the investment in capital assets (e.g., land, buildings and improvements, furniture, equipment and machinery), net of any debt incurred to finance the acquisition of those assets. The Authority uses these capital assets to provide services to clients; consequently, these assets are not available for future spending.

### **Budgetary Highlights**

An agency-wide budget was prepared for the fiscal year ended June 30, 2019. The budget was primarily used as a management tool. Budgets are prepared in accordance with the accounting procedures prescribed by the applicable funding agency and revised during the year as appropriate.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
FOR THE YEAR ENDED JUNE 30, 2019**

**Comparative Statements of Net Position**

The following table reflects the statement of net position at June 30, 2019, compared to the prior fiscal year. The Authority is engaged only in business-type activities.

**Housing Authority of the City of Alameda  
Comparative Statements of Net Position  
June 30, 2019 and 2018**

	<b><u>June 30, 2019</u></b>	<b><u>June 30, 2018</u></b>	<b><u>\$ Variance</u></b>	<b><u>% Variance</u></b>
Current assets	\$ 34,295,478	\$ 32,488,507	\$ 1,806,971	5.56 %
Other noncurrent assets	27,254,145	28,071,510	(817,365)	(2.91)%
Capital assets, net of accumulated depreciation	<u>78,069,727</u>	<u>40,409,674</u>	<u>37,660,053</u>	93.20 %
Total assets	<u>139,619,350</u>	<u>100,969,691</u>	<u>38,649,659</u>	38.28 %
Deferred outflow of resources	<u>1,505,707</u>	<u>2,509,532</u>	<u>(1,003,825)</u>	(40.00)%
Current liabilities	3,911,700	3,293,715	617,985	18.76 %
Noncurrent liabilities	<u>30,466,026</u>	<u>31,846,279</u>	<u>(1,380,253)</u>	(4.33)%
Total liabilities	<u>34,377,726</u>	<u>35,139,994</u>	<u>(762,268)</u>	(2.17)%
Deferred inflow of resources	<u>1,901,463</u>	<u>2,507,319</u>	<u>(605,856)</u>	24.16 %
Net investment in capital assets	52,324,848	13,595,106	38,729,742	284.88 %
Restricted	1,594,657	1,059,609	535,048	50.49 %
Unrestricted	<u>50,926,363</u>	<u>51,177,195</u>	<u>(250,832)</u>	(0.49)%
Total net position	<u>\$ 104,845,868</u>	<u>\$ 65,831,910</u>	<u>\$ 39,013,958</u>	59.26 %



**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
FOR THE YEAR ENDED JUNE 30, 2019**

**Comparative Statements of Revenues, Expenses, and Changes in Net Position**

The following table presents the statement of revenues, expenses, and changes in net position for the fiscal year ended June 30, 2019, compared to the prior fiscal year.

**Housing Authority of the City Alameda  
Comparative Statements of Revenues, Expenses, and Changes in Net Position  
Years Ended June 30, 2019 and 2018**

	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>\$ Variance</u>	<u>% Variance</u>
Operating revenues:				
Grants	\$ 34,848,883	\$ 38,819,160	\$ (3,970,277)	(10.23)%
Rents	3,889,663	3,957,598	(67,935)	(1.72)%
Others	1,353,360	4,053,554	(2,700,194)	(66.61)%
Non-operating revenues:				
Interest income	611,760	427,034	184,726	43.26 %
Land donation	36,197,725	-	36,197,725	100.00 %
Gain on sale of capital assets	<u>-</u>	<u>6,622</u>	<u>(6,622)</u>	(100.00)%
Total revenues	<u>76,901,391</u>	<u>47,263,968</u>	<u>29,637,423</u>	62.71 %
Operating expenses:				
Administration	6,774,778	7,168,854	(394,076)	(5.50)%
Utilities	1,273,558	1,251,579	21,979	1.76 %
Maintenance	1,861,879	2,130,543	(268,664)	(12.61)%
Protective services	212,156	210,000	2,156	1.03 %
General	586,683	331,735	254,948	76.85 %
Tenant services	704,647	573,801	130,846	22.80 %
Housing assistance payments	23,770,961	29,612,706	(5,841,745)	(19.73)%
Depreciation	1,568,095	1,511,584	56,511	3.74 %
Non-operating expenses:				
Interest expense	1,134,676	1,184,230	(49,554)	(4.18)%
Extraordinary maintenance	<u>-</u>	<u>29,143</u>	<u>(29,143)</u>	100.00 %
Total expenses	<u>37,887,433</u>	<u>44,004,175</u>	<u>(6,116,742)</u>	(13.90)%
Change in net position	<u>39,013,958</u>	<u>3,259,793</u>	<u>35,754,165</u>	1,096.82 %
Net position, beginning - as previously reported	65,831,910	64,073,928	1,757,982	2.74 %
Change in accounting principle	<u>-</u>	<u>(1,501,811)</u>	<u>1,501,811</u>	100.00 %
Net position, beginning - as adjusted	<u>65,831,910</u>	<u>62,572,117</u>	<u>3,259,793</u>	5.21 %
Net position, ending	<u>\$ 104,845,868</u>	<u>\$ 65,831,910</u>	<u>\$ 39,013,958</u>	59.26 %

As noted previously, \$6,823,178 of HAP received from HUD by the Authority and paid to Authority-owned properties are eliminated from financial statement presentation only for fiscal year 2019.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)  
FOR THE YEAR ENDED JUNE 30, 2019**

**Analysis of the Authority's Overall Financial Position and Results of Operations**

As indicated in the above comparative statements, the Authority's net position at June 30, 2019, increased by \$39,013,958 from the June 30, 2018 balance. This is mainly driven by the transfer of land from the City of Alameda to the Authority in fiscal year 2019.

**Changes in Capital Assets**

The following presents the changes in fixed assets (net of accumulated depreciation) at June 30, 2019, versus the prior fiscal year.

**Housing Authority of the City of Alameda  
Changes in Capital Assets  
(Net of Accumulated Depreciation)  
June 30, 2019 and 2018**

	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>\$ Variance</u>	<u>% Variance</u>
Land	\$ 58,219,779	\$ 22,022,054	\$ 36,197,725	164.37 %
Construction in progress	24,190	8,718	15,472	177.47 %
Buildings and improvements	47,807,431	44,826,293	2,981,138	6.65 %
Equipment	<u>400,838</u>	<u>367,025</u>	<u>33,813</u>	9.21 %
Total capital assets	106,452,238	67,224,090	39,228,148	58.35 %
Accumulated depreciation	<u>(28,382,511)</u>	<u>(26,814,416)</u>	<u>(1,568,095)</u>	5.85 %
Capital assets, net of accumulated depreciation	<u>\$ 78,069,727</u>	<u>\$ 40,409,674</u>	<u>\$ 37,660,053</u>	93.20 %

In fiscal year 2019, the City of Alameda transferred approximately 12 acres of land to the control of the Authority in May 2019 for future development of housing. Additional information pertaining to capital assets is found in Note 3 to the financial statements.

**Changes in Long-Term Debt**

The following presents the changes in long-term debt at June 30, 2019, versus the prior fiscal year.

**Housing Authority of the City of Alameda  
Changes in Long-Term Debt  
June 30, 2019 and 2018**

	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>\$ Variance</u>	<u>% Variance</u>
Notes and bonds payable	<u>\$ 25,744,879</u>	<u>\$ 26,814,568</u>	<u>\$ (1,069,689)</u>	(3.99)%

Additional information pertaining to long-term debt is found in Note 5 to the financial statements.

**Economic Factors**

The Authority is primarily dependent upon HUD for the funding of operations. Therefore, the Authority is affected more by the federal budget than by state or local economic conditions. Changes in HUD grants affect the number of households that can be assisted under these federally funded programs on an ongoing basis.

The Authority's annual revenues for the Housing Choice Voucher Program is based primarily upon the amounts received each year from HUD, which does not correlate directly to the amounts expended each year for administrative costs and housing assistance payments expenses associated with the Housing Choice Voucher Program. Therefore, for any given fiscal year the Authority's revenues for the Housing Choice Voucher Program may be more or less than the expenses for the program. For the fiscal year ended June 30, 2019, the Authority's expenses associated with the Housing Choice Voucher Program exceeded its revenues by \$108,700. For the 2018 fiscal year, the Authority's expenses for the Housing Choice Voucher Program exceeded its revenues by \$1,166,765. These excesses of expenses over revenues were funded by a reduction in the Authority's net position for the Housing Choice Voucher Program.

**Requests for Information**

This financial report is designed to provide citizens, taxpayers, and creditors with a general overview of the Authority's finances and to show the Authority's accountability for the money it receives. Questions concerning any of the information provided in this report or request for additional financial information should be addressed to the Finance Director at the Housing Authority of the City of Alameda, 701 Atlantic Avenue, Alameda, California 94501.

Draft Copy

**FINANCIAL STATEMENTS**

*Draft Copy*

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
STATEMENTS OF NET POSITION**

	<b>Primary Government</b>	<b>Component Unit</b>	<b>Fiduciary Fund</b>
	<u>June 30, 2019</u>	<u>December 31, 2018</u>	<u>June 30, 2019</u>
<b><u>ASSETS</u></b>			
Current assets:			
Cash and cash equivalents - unrestricted	\$ 30,151,949	\$ 725,048	\$ -
Cash and cash equivalents - restricted	1,705,077	-	-
Cash and cash equivalents - tenant security deposits	685,753	22,924	-
Investments	-	-	1,195,000
Due from other agencies	734,927	-	-
Tenant accounts receivable, net	212,950	-	-
Other accounts receivable, net	555,289	284,518	-
Interest receivable	101,479	-	-
Prepaid expenses and other current assets	<u>148,054</u>	<u>4,151,332</u>	<u>-</u>
Total current assets	<u>34,295,478</u>	<u>5,183,822</u>	<u>1,195,000</u>
Noncurrent assets:			
Notes receivable	27,143,635	-	-
Net OPEB asset	110,510	-	-
Capital assets, net	<u>78,069,727</u>	<u>28,635,403</u>	<u>-</u>
Total noncurrent assets	<u>105,323,872</u>	<u>28,635,403</u>	<u>-</u>
Total assets	<u>139,619,350</u>	<u>33,819,225</u>	<u>1,195,000</u>
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>			
Pension plan	1,422,691	-	-
OPEB plan	<u>83,016</u>	<u>-</u>	<u>-</u>
Total deferred outflows of resources	<u>1,505,707</u>	<u>-</u>	<u>-</u>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b><u>\$ 141,125,057</u></b>	<b><u>\$ 33,819,225</u></b>	<b><u>\$ 1,195,000</u></b>

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
STATEMENTS OF NET POSITION (CONTINUED)**

	<b>Primary Government</b>	<b>Component Unit</b>	<b>Fiduciary Fund</b>
	<u>June 30, 2019</u>	<u>December 31, 2018</u>	<u>June 30, 2019</u>
<b><u>LIABILITIES</u></b>			
Current liabilities:			
Accounts payable	\$ 916,127	\$ 21,499	\$ -
Due to other agencies	5,104	-	-
Tenant security deposits	685,753	22,924	-
Other accrued liabilities	90,210	2,327,979	-
Interest payable	1,018,089	610,469	-
Compensated absences	145,254	-	-
Notes and bonds payable	<u>1,051,163</u>	<u>-</u>	<u>-</u>
Total current liabilities	<u>3,911,700</u>	<u>2,982,871</u>	<u>-</u>
Noncurrent liabilities:			
Compensated absences	104,606	-	-
FSS escrows	110,420	-	-
Unearned revenue	3,525,092	-	-
Net pension liability	2,032,192	-	-
Notes and bonds payable	<u>24,693,716</u>	<u>30,537,441</u>	<u>-</u>
Total noncurrent liabilities	<u>30,466,026</u>	<u>30,537,441</u>	<u>-</u>
Total liabilities	<u>34,377,726</u>	<u>33,520,312</u>	<u>-</u>
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>			
Pension plan	466,832	-	-
OPEB plan	<u>1,434,631</u>	<u>-</u>	<u>-</u>
Total deferred inflows of resources	<u>1,901,463</u>	<u>-</u>	<u>-</u>
<b><u>NET POSITION</u></b>			
Net investment in capital assets	52,324,848	(1,902,038)	-
Restricted	1,594,657	-	-
Unrestricted	<u>50,926,363</u>	<u>2,200,951</u>	<u>1,195,000</u>
Total net position	<u>104,845,868</u>	<u>298,913</u>	<u>1,195,000</u>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION</b>	<b><u>\$ 141,125,057</u></b>	<b><u>\$ 33,819,225</u></b>	<b><u>\$ 1,195,000</u></b>

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**  
**STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**FOR THE YEARS ENDED**

	<b>Primary Government</b>	<b>Component Unit</b>	<b>Fiduciary Fund</b>
	<u>June 30, 2019</u>	<u>December 31, 2018</u>	<u>June 30, 2019</u>
Operating revenues:			
Grants income	\$ 34,848,883	\$ -	\$ -
Rental income	3,889,663	203,731	-
Other operating income	<u>1,353,360</u>	<u>82,941</u>	<u>75,276</u>
Total operating revenues	<u>40,091,906</u>	<u>286,672</u>	<u>75,276</u>
Operating expenses:			
Administration	6,774,778	243,390	240
Utilities	1,273,558	7,710	-
Maintenance	1,861,879	16,569	-
Protective services	212,156	-	-
General	586,683	140,394	-
Tenant services	704,647	-	-
Housing assistance payments	23,770,961	-	-
Depreciation	<u>1,568,095</u>	<u>185,125</u>	<u>-</u>
Total operating expenses	<u>36,752,757</u>	<u>593,188</u>	<u>240</u>
Operating income (loss)	<u>3,339,149</u>	<u>(306,516)</u>	<u>75,036</u>
Non-operating revenues (expenses):			
Interest income	611,760	-	68,342
Land donation	36,197,725	-	-
Interest expense	<u>(1,134,676)</u>	<u>(205,594)</u>	<u>-</u>
Net non-operating revenue (expenses)	<u>35,674,809</u>	<u>(205,594)</u>	<u>68,342</u>
Change in net position	39,013,958	(512,110)	143,378
Net position, beginning of year	<u>65,831,910</u>	<u>811,023</u>	<u>1,051,622</u>
<b>NET POSITION, END OF YEAR</b>	<b><u>\$ 104,845,868</u></b>	<b><u>\$ 298,913</u></b>	<b><u>\$ 1,195,000</u></b>



**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2019**

	<u><b>Primary Government</b></u>
Cash flows from operating activities:	
Grants received	\$ 34,564,410
Cash received from tenants	3,908,905
Other miscellaneous cash receipts	853,403
Cash payments to suppliers and landlords	(28,961,722)
Cash payments to employees	<u>(5,929,652)</u>
Net cash provided by operating activities	<u>4,435,344</u>
Cash flows from capital and related financing activities:	
Interest paid on long-term debt	(1,143,876)
Principal paid on notes payable	(1,004,255)
Acquisition of fixed assets	<u>(3,030,423)</u>
Net cash used in capital and related financing activities	<u>(5,178,554)</u>
Cash flows from investing activities:	
Collection of notes receivable	1,927,875
Issuance of notes receivable	(1,000,000)
Interest received from investments	<u>659,514</u>
Net cash provided by investing activities	<u>1,587,389</u>
Net increase in cash	844,179
Cash and cash equivalents - beginning	<u>31,698,600</u>
Cash and cash equivalents - end	<u><u>\$ 32,542,779</u></u>
Cash reconciliation as reported on the statements of net position:	
Cash and cash equivalents - unrestricted	\$ 30,151,949
Cash and cash equivalents - restricted	1,705,077
Cash and cash equivalents - tenant security deposits	<u>685,753</u>
	<u><u>\$ 32,542,779</u></u>

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
STATEMENT OF CASH FLOWS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2019**

	<u>Primary Government</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ 3,339,149
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,568,095
Pension and OPEB expense	(30,050)
<i>(Increase) decrease in assets:</i>	
Due from other agencies	(326,809)
Tenant accounts receivable, net	(102,385)
Other accounts receivable, net	(503,240)
Prepaid expenses	(75,318)
Inventory	(2,794)
<i>Increase (decrease) in liabilities:</i>	
Accounts payable	338,538
Accounts payable to other agencies	18,525
Tenant security deposits	133,231
Accrued liabilities	15,139
Accrued compensated absences	13,220
Unearned revenue	58,375
Other noncurrent liabilities	<u>(8,332)</u>
Net cash provided by operating activities	<u>\$ 4,435,344</u>

Draft Copy

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of the Housing Authority of the City of Alameda (the "Authority") conform to accounting principles generally accepted in the United States of America ("U.S. GAAP") as applicable to governmental entities. The following is a summary of the more significant procedures:

Definition of reporting entity

The Authority was established on August 8, 1940, by a resolution of the City of Alameda City Council. The Authority is governed by a seven-member Board of Commissioners which is appointed by the Mayor of the City of Alameda, California (the "City"). However, the Authority is not considered to be a component unit of the City or any other primary government. Two members of the Board of Commissioners are participants in programs administered by the Commission. The members of the Commission are selected to serve for either two-year or four-year terms.

The basic financial statements includes the financial activities of the Authority, its blended component unit, Alameda Affordable Housing Corporation, its discretely presented component unit, Island City Development, and its fiduciary fund, the Other Post Employment Benefits ("OPEB") Trust Fund.

Island City Development (a California nonprofit corporation) was established in 2014 primarily to engage in acquiring, developing, rehabilitating, owning, and managing affordable housing for low-income and moderate-income individuals and families in the City. The executive director of the Authority appoints the members of the nonprofit corporation's board of directors. The nonprofit corporation has a year end of December 31, 2018, and the financial activity is reported as a separate column titled Component Unit on the accompanying financial statements.

Island City Development is the sole member of Del Monte Senior LLC, the 0.01% managing general partner of Sherman and Buena Vista LP, created June 23, 2016, for the purposes of developing and owning a 31-unit Low-Income Housing Tax Credit property at 1031 Buena Vista Avenue in Alameda. This property was completed in August 2018.

Additionally, Island City Development is the sole member of 2437 Eagle Avenue LLC, the 0.01% managing general partner of Everett and Eagle LP, created November 22, 2016, for the purposes of developing and owning a 20-unit Low-Income Housing Tax Credit property at 2437 Eagle Avenue in Alameda. This property was completed in December 2018. Finally, Island City Development is the 0.1% special limited partner for Stargell Commons LP, created February 20, 2015, to own and operate a 32-unit Low-Income Housing Tax Credit property at 2700 Bette Street in Alameda.

Finally, Island City Development is the sole member of Rosefield, LLC, the 0.01% managing general partner of Constitution and Eagle, LP, created December 18, 2018, for the purpose of building 78 units and renovation of 14 units (total 92 units) on the 700 block of Buena Vista Avenue. The property is expected to start the construction and rehabilitation process in the summer of 2020.

The Authority reports a fiduciary trust fund for its OPEB Trust Fund. The OPEB Trust accounts for the assets are held in trust by the Authority for the beneficiaries of the OPEB plan.

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Definition of reporting entity (continued)

A complete audited financial statement is separately issued for Island City Development and its subsidiary limited partnerships and limited liability companies, and may be obtained at the Authority's administrative offices located at 701 Atlantic Avenue, Alameda, California.

*Related Organizations - Blended Component Units* - The Authority is the sole member of AHA Islander GP, LLC, which is the 0.05% general partner of the Alameda Islander LP. This limited partnership owns and operates a 62-unit Low-Income Housing Tax Credit property at 2428 Central Avenue in Alameda. The accompanying financial statements include the financial information of AHA Islander GP, LLC.

The Authority is the sole member of 2216 Lincoln AHA, LLC, which is the 0.0049% General Partner of the Jack Capon Villa, LP. This limited partnership owns and operates a 19-unit Low-Income Housing Tax Credit property at 2216 Lincoln Avenue in Alameda. The accompanying financial statements include the financial information of 2216 Lincoln AHA, LLC.

Alameda Affordable Housing Corporation ("AAHC") was established November 1, 2017, as a supporting organization of the Authority. Its primary role is to be a title holding entity for Authority-owned properties. AAHC received federal tax exempt status under Section 501(c)3 in 2017. The board of directors is comprised of all of the current Authority's Board of Commissioners and the directors' terms run concurrent with the commissioners'. AAHC has a fiscal year end on June 30 and the financial activity is not reported separately on the financial statements. During 2018, the Authority sold four of its properties to AAHC and both notes receivable and notes payable were created between the two parties. As these notes were between a primary government and its blended component unit, these notes were eliminated from the financial statements.

Government-wide financial statements

The government-wide financial statements (i.e., the statement of net position; the statement of revenues, expenses, and changes in net position; and the statement of cash flows) report the financial information of the Authority's operations as a whole.

For financial reporting purposes, the Authority reports all of its operations as a single business-type activity in a single enterprise housing fund. Therefore, for the Authority the government-wide and fund financial statements are the same. These basic financial statements are presented in accordance with the standards established by the Governmental Accounting Standards Board ("GASB").

NOTE 1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Measurement focus, basis of accounting, and financial statement presentation

The financial statements are reported using the *economic resources measurement focus* and the *accrual basis* of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when related cash flows take place. Non-exchange transactions are those in which the Authority receives value without directly giving equal value in exchange. These transactions include revenues from federal, state, and local assistance programs. Revenues from these sources are recognized in the fiscal year in which all eligibility requirements have been met.

When the Authority incurs an expense for which both restricted and unrestricted resources may be used, it is the Authority's policy to use restricted resources first, and then unrestricted resources as needed.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* activities. Operating revenues and expenses generally result from providing services in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the Authority's enterprise housing fund are grants from federal funding agencies for housing assistance payments earned, administrative and developer fees, and rental income from its owned housing units. The Authority is party to services agreements with the City to provide various housing-related services. The cost of these services is reimbursed on an actual cost basis, plus a fixed fee.

Operating expenses include employee services and supplies, administrative expenses, management fees, utilities, housing assistance payments to landlords, and depreciation of its capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The Authority applies all applicable Financial Accounting Standards Board ("FASB") pronouncements issued before November 30, 1989, in accounting and reporting for its proprietary operations.

Separate statements are also included in the discretely presented component unit and the fiduciary fund as shown on the accompanying financial statements. The discretely presented component unit and the fiduciary fund are separate legal entities from the Authority.

Cash and cash equivalents

For purposes of the accompanying statement of cash flows, all highly liquid cash and investments with a maturity of three months or less when purchased and cash restricted by federal governmental requirements are considered cash and cash equivalents.

Cash and cash equivalents include amounts in demand deposits and savings accounts. All of the Authority's cash equivalents can be converted to cash in a relatively short amount of time. Therefore, all cash and cash equivalents, including restricted amounts, are reported in the statement of cash flows.

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Restricted assets

Restricted cash and cash equivalents represent deposits that are used for replacement reserves, security deposit payable amounts to tenants and amounts that are required by grants from HUD to be used only to provide housing assistance for individuals and families that meet various income, age, and employment standards.

Receivables, net

All receivables are reported at their gross value and are reduced by an allowance for doubtful accounts if such an amount is considered applicable based on management's estimates for collection.

Prepaid expenses and other current assets

All inventories are valued at cost using the first-in/first-out ("FIFO") method. Inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

Capital assets

Capital assets, which include land, buildings, improvements, and furniture and equipment, are reported at historical cost. Contributed capital assets are recorded at fair value at the time received. Interest expense during any development periods is capitalized.

Maintenance, minor repairs and replacements are recorded as expenses; extraordinary replacements of property resulting in property betterments are charged to the property accounts. Depreciation is charged to operations using the straight-line method based on the estimated useful life of the related asset. The estimated useful lives of the various asset categories are as follows:

Buildings	40 years
Improvements	15 years
Furniture and equipment	5 to 10 years

Compensated absences

It is the Authority's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay is accrued when incurred or at separation. Unpaid sick balances are not paid at separation.

Taxes

The Authority is exempt from federal and state income taxes, and county property taxes. AAHC has received federal tax-exempt status under Internal Revenue Code Section 501(c). AAHC must file IRS Form 990 and its California equivalent no later than the extended deadline of May 2020 for the fiscal year ended June 30, 2019.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net position

Net position represents the differences between assets and liabilities. Net position consists of investment in capital assets, net of related debt; restricted net position; and unrestricted net position. Net position invested in capital assets, net of related debt, consists of capital assets, net of depreciation, reduced by the outstanding balances of borrowing used for the construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on its use through constitutional provisions or enabling legislation or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

Deferred outflows/inflows of resources

In addition to assets and liabilities, the statement of net position includes separate sections for deferred outflows and inflows of resources. These separate sections represent a consumption or acquisition of net position that applies to future periods and will not be recognized as outflows (revenues) or inflows (expenses) until that time.

Net pension liability/net OPEB asset

For purposes of measuring the net pension liability ("NPL"), net OPEB asset, and deferred outflows/inflows of resources related to pension and OPEB, pension and OPEB expense, information about the fiduciary net position of the Authority's California Public Employees' Retirement System ("CalPERS") plans and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB pronouncements not yet effective

In June 2017, GASB issued Statement No. 87, *Leases* ("GASB No. 87"). The objective of GASB No. 87 is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. GASB No. 87 increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

GASB No. 87 will increase the usefulness of governments' financial statements by requiring reporting of certain lease liabilities that currently are not reported. It will enhance comparability of financial statements among governments by requiring lessees and lessors to report leases under a single model. GASB No. 87 also will enhance the decision-usefulness of the information provided to financial statement users by requiring notes to financial statements related to the timing, significance, and purpose of a government's leasing arrangements.



**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

GASB pronouncements not yet effective (continued)

The requirements of GASB No. 87 are effective for reporting periods beginning after December 15, 2019. The Authority does not believe that there will be any financial statement effect related to GASB No. 87.

Estimates

Management of the Authority has made certain estimates and assumptions relating to the reporting of assets and liabilities and revenues and expenses to prepare the financial statements. Actual results may differ from those estimates.

Budgets and budgetary accounting

Each year the Authority's Board of Commissioners adopts an operating budget. This budget may be revised during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of the adoption of the annual budget.

**NOTE 2. CASH AND CASH EQUIVALENTS**

Policies

California law requires banks and savings loan institutions to pledge government securities with a market value of 110% of the Authority's cash on deposit, or first trust deed mortgage notes with a market value of 150% of the deposit, as collateral for these deposits. Under California law, this collateral is held in a separate investment pool by another institution in the Authority's name and places the Authority ahead of general creditors of the institution.

The Authority and its fiscal agents invest in individual investments and in investment pools. Individual investments are evidenced by specific identifiable securities instruments, or by electronic entry registering the owner in the records of the institution issuing the security, called the book entry system. In order to increase security, the Authority employs the trust department of a bank as the custodian of certain managed investments, regardless of their form.

The Authority's cash equivalents are carried at fair value, as required by generally accepted accounting principles. The Authority adjusts the carrying value of cash equivalents to reflect their fair value at each fiscal year end, and it includes the effects of those adjustments in income for that fiscal year.

Cash and cash equivalents are considered to be liquid assets with original maturities of 90 days or less for purposes of measuring cash flows.

**NOTE 2. CASH AND CASH EQUIVALENTS (CONTINUED)**

Classification

Cash and cash equivalents are classified in the financial statements as shown below, based on whether or not their use is restricted under the terms of Authority debt instruments or agency agreements. Cash and cash equivalents as of June 30, 2019, are as follows:

Unrestricted	\$ 30,151,949
Restricted	<u>2,390,830</u>
Total cash and cash equivalents	<u>\$ 32,542,779</u>

The \$32,542,779 of cash and cash equivalents consists of \$8,072,502 maintained on deposit in two banks, \$970,633 maintained by loan servicing agencies, \$11,808,187 deposited in the State of California Local Agency Investment Fund ("LAIF"), \$11,691,007 deposited in the California Asset Management Program ("CAMP"), and \$450 in petty cash. Of the amounts on deposit with banks, \$500,000 is covered by federal deposit insurance. Of the remaining balance of, \$7,152,522 is collateralized and \$419,980 is uncollateralized.

The \$970,633 of cash equivalents maintained by loan servicing agencies reflects amounts held by trust departments of two lending agencies. These amounts will be used for future rehabilitation and operating costs for some of the Authority's housing complexes.

Investments authorized by the California Government Code and the Authority's investment policy

The Authority's investment policy and the California Government Code allow the Authority to invest in the following, provided rating of the issuers are acceptable to the Authority; and approved percentages and maturities are not exceeded. Each January, the Board of Commissioners approves the Authority's Investment Policy. The table below also identifies certain provisions of the California Government Code or the Authority's Investment Policy where the Authority's Investment Policy is more restrictive.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Minimum Credit Quality</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Repurchase Agreements	N/A	N/A	N/A	N/A
LAIF	On Demand	N/A	N/A	N/A
U.S. Treasury Bonds, Notes and Bills	N/A	N/A	N/A	N/A
U.S. Agency and U.S. Government Bankers Acceptances	N/A	N/A	N/A	N/A
Negotiable Certificates of Deposit	180 Days	N/A	40%	30%
Time Certificates of Deposit	N/A	A	30%	N/A
Medium Term Corporate Notes	N/A	N/A	30%	N/A
Money Market Mutual Funds	5 Years	A	30%	N/A
County Agency Investment Fund	N/A	AAA	15%	10%
Reverse Repurchase Agreement	On Demand	N/A	30%	N/A
	N/A	N/A	20%	N/A

**NOTE 2. CASH AND CASH EQUIVALENTS (CONTINUED)**

Investments authorized by debt agreements and governmental grants

The Authority must maintain required amounts of cash and investments at fiscal agents under terms of certain debt issues and governmental grants. These funds are unexpended bond proceeds or are pledged as reserves to be used if the Authority fails to meet its obligations under these debt issuances or governmental grants. The California Government Code requires these funds to be invested in accordance with Authority policies, bond indentures or state statute. The table below identifies the investment types that are authorized for investments held by fiscal agents. The table also identifies certain provisions of these debt agreements:

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Minimum Quality Credit</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
<u>For U.S. Department of Housing and Urban Development Funds</u>				
LAIF	No Limit	N/A	No Limit	No Limit
Repurchase Agreements	N/A	N/A	No Limit	No Limit
U.S. Government Obligations and Agencies	No Limit	N/A	No Limit	No Limit
Sweep Account	No Limit	N/A	No Limit	No Limit
Insured Super NOW Accounts	No Limit	N/A	No Limit	No Limit
Insured Money Market Deposit	No Limit	N/A	No Limit	No Limit
Negotiable Certificates of Deposit	No Limit	N/A	30%	No Limit
Insured Demand & Saving Deposits	N/A	N/A	No Limit	No Limit
STRIPS, Principal Only	No Limit	N/A	No Limit	No Limit
Money Market Mutual Funds	N/A	AAA	20%	No Limit
U.S. Treasury Bills, Notes and Bonds	No Limit	N/A	No Limit	No Limit
<u>For Non-U.S. Department of Housing and Urban Development Funds</u>				
Prime Commercial Paper	180 Days	N/A	10%	30%
City of Alameda Bonds	N/A	N/A	No Limit	No Limit
U.S. Treasury Bills, Notes and Bonds	No Limit	N/A	No Limit	No Limit
Local Agency's Obligations within CA State, including LAIF	No Limit	N/A	No Limit	No Limit
U.S. Government Obligations and Agencies	No Limit	N/A	No Limit	No Limit
Collateralized Bank Deposit	No Limit	N/A	No Limit	No Limit
Bankers Acceptances	180 Days	N/A	40%	30%
Negotiable Certificates of Deposit	No Limit	N/A	30%	No Limit
Repurchase Agreements	92 Days	N/A	20%	No Limit
Money Market Mutual Funds	N/A	N/A	15%	10%
Trust Indentures	N/A	N/A	No Limit	No Limit
Medium Term Notes	5 Years	A	30%	No Limit
Mortgage and Equipment Lease Obligations	5 Years	AA	20%	No Limit

**NOTE 2. CASH AND CASH EQUIVALENTS (CONTINUED)**

Interest rate risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the Authority's investments (including investments held by bond trustees) to market rate fluctuations is provided by the following table that shows the distribution of the Authority's investments by maturity:

<u>Cash Equivalent Type</u>	<u>12 Months or Less</u>	<u>One to Five Years</u>	<u>More than Five Years</u>	<u>Total</u>
LAIF	\$11,808,187	\$ -	\$ -	\$11,808,187
CAMP	11,691,007	-	-	11,691,007
Total cash equivalents	<u>\$23,499,194</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$23,499,194</u>

Credit risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the actual rating as of June 30, 2019, for each Authority cash equivalent type as provided by Standard and Poor's, except as noted:

<u>Cash Equivalent Type</u>	<u>Amount</u>
Not Rated:	
LAIF	\$11,808,187
CAMP	\$11,691,007

Concentration of credit risk

The Authority is required to disclose investments that represent a concentration of five percent or more of investments in any issuer, held by individual Authority Funds in the securities of issuers other than U.S. Treasury securities, mutual funds and external investment pools. At June 30, 2019, there were no investments of this type.

Custodial credit risk

Custodial credit risk is the risk that in the event of a bank or brokerage failure, the Authority's deposits may not be returned. As previously stated, with the exception of the \$419,980, the Authority's bank deposits are either covered by Federal Deposit Insurance Corporation ("FDIC") insurance or are collateralized.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2019**

**NOTE 3. CAPITAL ASSETS**

The following is a summary of the Authority's changes in capital assets for the fiscal year ended June 30, 2019:

	Balance 6/30/2018	Additions	Deletions	Balance 6/30/2019
Non-depreciable assets:				
Land	\$ 22,022,054	\$ 36,197,725	\$ -	\$ 58,219,779
Construction in progress	8,718	15,471	-	24,189
Total non-depreciable assets	22,030,772	36,213,196	-	58,243,968
Depreciable assets:				
Buildings and improvements	44,826,294	2,986,823	-	47,813,117
Equipment	367,024	28,129	-	395,153
Total depreciable assets	45,193,318	3,014,952	-	48,208,270
Accumulated depreciation	(26,814,416)	(1,568,095)	-	(28,382,511)
Net depreciable assets	18,378,902	\$ 1,446,857	\$ -	19,825,759
Total capital assets, net	\$ 40,409,674			\$ 78,069,727

The Authority entered into a joint contract of purchase and sale dated March 19, 2018, for the purchase of a below market rate townhouse at 1911 Mulberry Street, Alameda. This property was purchased in August 2018.

The Authority entered into a joint contract of purchase and sale dated April 4, 2018, for the purchase of a below market rate townhouse at 2101 Eagle Avenue, Alameda. This property was purchased in June 2019.

The City transferred approximately 12 acres of land to the control of the Authority in May 2019 for future development of housing. The deemed value for this transaction was \$36,197,725 based on an independent appraisal. This transfer is reflected as a land donation in the accompanying financial statements based on the requirements of GASB Statement No. 72, *Fair Value Measurement and Application*.

**NOTE 4. NOTES RECEIVABLE**

At June 30, 2019, the Authority's notes receivable balance was \$27,143,635. There is no interest accrued on any of the notes receivable due to the uncertainty of collection based on the varying terms of the notes, which includes no provision for interest, deferral of payments, and future value determinations of the properties. Interest income will be recorded by the Authority as received.

**NOTE 4. NOTES RECEIVABLE (CONTINUED)**

Related party loans from the Authority and AAHC have been eliminated, as the Authority is a primary government and AAHC is its blended component unit.

Effective January 5, 2004, Resources for Community Development ("RCD") entered into a promissory note with the Authority for an amount not to exceed \$2,015,000 for the Breakers at Bayport property located at 459 Neptune Gardens Avenue. This loan was assigned to the Breakers at Bayport LP on October 14, 2004. This loan accrues no interest. Payments shall be deferred until January 5, 2059. The outstanding balance on the note at June 30, 2019, was \$1,408,790.

Effective March 9, 2007, Tamiko L. Taplin and Anthony Taplin entered into a promissory note with the City (and therefore the Successor Agency per ROPS) for \$23,600 for the property at 338 Ansel Avenue. On April 30, 2019, Tamiko L. Taplin and Anthony Taplin entered into the First Amendment to Promissory Note, which removed the balloon payment set for March 9, 2021. The amendment also contained a provision to change the potential amount of interest owed to be the lesser of 5% simple interest or shared appreciation. If the principal amount is paid after March 9, 2011, the borrower must also pay a share of the appreciation of the property, as calculated in the note. The outstanding balance on the note at June 30, 2019, was \$23,600.

Effective December 18, 2007, Bud D. and Jennifer S. Nebeker entered into a promissory note with the City (and therefore the Successor Agency per ROPS) for \$31,800 for the property at 2 Bertero Court. On March 13, 2019, Bud D. and Jennifer S. Nebeker entered into the First Amendment to Promissory Note, which removed the balloon payment set for December 18, 2022. The amendment also contained a provision to change the potential amount of interest owed to be lesser of 5% simple interest or shared appreciation. If the principal amount is paid after December 19, 2012, the borrower must also pay a share of the appreciation of the property, as calculated in the note. The outstanding balance of the note at June 30, 2019, was \$31,800.

Effective January 23, 2008, Annalisa Moore entered into a promissory note with the City (and therefore the Successor Agency per ROPS) for \$31,800 for the property at 101 Kingfisher Avenue. A balloon payment is due on January 23, 2023. If the principal amount is paid after January 23, 2013, the borrower must also pay a share of the appreciation of the property, as calculated in the note. The outstanding balance on the note at June 30, 2019, was \$31,800.

Effective March 24, 2008, RCD entered into a promissory note with the Community Improvement Commission of the City (and therefore the Successor Agency per ROPS) for an amount not to exceed \$4,000,000 for the Shinsei Gardens property, located at 401 Willie Stargell Avenue. The loan was assigned to Shinsei Gardens Apartments LP on March 24, 2008, and was modified on March 24, 2008, and modified again on May 14, 2010. This loan accrues no interest. Payments shall be deferred until March 23, 2063. The outstanding balance on the note at June 30, 2019, was \$1,367,608.

**NOTE 4. NOTES RECEIVABLE (CONTINUED)**

Effective September 27, 2011, Alameda Islander LP entered into a promissory note with the Community Improvement Commission of the City of Alameda (and therefore the Successor Agency per ROPS) for \$8,600,000 for the Park Alameda property located at 2428 Central Avenue. This loan accrues no interest. Payments shall be deferred until September 27, 2068. The outstanding balance on the note at June 30, 2019, was \$8,600,000.

Effective January 11, 2013, Jack Capon Villa LP entered into a promissory note with the Authority for the amount of \$225,000 for the Jack Capon Villa property located at 2216 Lincoln Avenue. Interest accrues at 5% per annum. Monthly installments of \$2,386 (principal and interest) are due based on a 10-year amortization schedule. The entire unpaid principal and interest shall be due and payable on April 1, 2024. The outstanding balance on the note at June 30, 2019, was \$135,468.

Effective January 11, 2013, Jack Capon Villa LP entered into an amended and restated promissory note with the Authority for an amount not to exceed \$1,400,000 for the Jack Capon Villa property located at 2216 Lincoln Avenue. Simple interest accrues at 3% per annum. Payments shall be deferred until January 17, 2068. The outstanding balance on the note at June 30, 2019, was \$1,400,000.

Effective January 11, 2013, Jack Capon Villa LP entered into a promissory note with the Authority for the amount of \$200,000 for the Jack Capon Villa property located at 2216 Lincoln Avenue. Simple interest accrues at 3% per annum. Principal and interest shall be due and payable on January 13, 2070. The outstanding balance on the note at June 30, 2019, was \$201,067.

Effective April 16, 2013, Ana M. Rojas entered into a promissory note with the Authority for the amount of \$4,148 for the Regent Street property located at 1129-1131 Regent Street. The loan accrues no interest. The principal is due and payable on demand, on sale of the property, or when the property is no longer the primary residence of the borrower. The outstanding balance on the note at June 30, 2019, was \$2,248.

Effective June 10, 2013, Fikre Assefa entered into a promissory note with the Authority for the amount of \$4,148 for the Regent Street property located at 1129-1131 Regent Street. The loan accrues no interest. The principal is due and payable on demand, on sale of the property, or when the property is no longer the primary residence of the borrower. The outstanding balance on the note at June 30, 2019, was \$4,148.

Effective August 1, 2013, Nicola Petochis entered into a promissory note with the Authority for the amount of \$7,676, for the Regent Street property located at 1129-1131 Regent Street. The loan accrues no interest. The principal is due and payable on demand, on sale of the property, or when the property is no longer the primary residence of the borrower. The outstanding balance on the note at June 30, 2019, was \$7,676.

**NOTE 4. NOTES RECEIVABLE (CONTINUED)**

Effective February 10, 2016, Island City Development entered into a promissory note with the Authority for the amount of \$1,000,000 for the Rosefield project, located on the 700 block of Buena Vista Avenue. During 2019, Island City Development entered into an amended note, increasing the note to \$2,000,000. The note accrues simple interest at 3% per annum beginning January 1, 2021. The principal and interest are due and payable on December 31, 2026. The outstanding balance on the note at June 30, 2019, was \$1,746,930.

Effective November 24, 2015, Stargell Commons LP entered into a loan agreement with the Authority for the amount of \$2,000,000 for the Stargell Commons property, located at 2700 Bette Street. The loan bears simple interest at 3% per annum. Annual payments shall be made equal to the lender's share of residual receipts. The principal and interest are due and payable on December 2, 2072. The outstanding balance on the note at June 30, 2019, was \$2,000,000.

Effective December 1, 2016, Sherman and Buena Vista LP entered into a loan agreement with the Authority for the amount of \$3,600,000 for the Del Monte Senior property at 1301 Buena Vista Avenue. The loan bears interest at 2.26% compounded annually. Annual payments shall be made equal to the lender's share of residual receipts. The principal and interest are due and payable on December 31, 2073. The outstanding balance on the note at June 30, 2019, was \$3,600,000.

Effective December 1, 2016, Sherman and Buena Vista LP entered into a loan agreement with the Authority for the amount of \$3,410,000 for the Del Monte Senior property at 1301 Buena Vista Avenue. The loan bears interest at 2.26% compounded annually. Annual payments shall be made equal to the lender's share of residual receipts. The principal and interest are due and payable on December 31, 2073. The outstanding balance on the note at June 30, 2019, was \$3,410,000. See related ground lease in Note 10.

Effective April 28, 2017, Island City Development entered into a promissory note with the Authority for the amount of \$250,000. The note accrued simple interest at 3% per annum beginning July 1, 2017. The principal and interest were due and payable on June 30, 2022. The balance was paid off in fiscal year 2019.

Effective June 21, 2017, Everett and Eagle LP entered into a promissory note with the Authority for the amount of \$4,250,000 for the 2437 Eagle Avenue property. The note accrues interest at 2.68% compounded annually. Annual payments shall be made equal to the lender's share of residual receipts. The principal and interest are due and payable on December 31, 2074. The outstanding balance on the note at June 30, 2019, was \$2,872,500.

Effective October 23, 2017, Island City Development entered into a promissory note with the Authority for the amount of \$300,000 for the North Housing Project. The note accrues simple interest at 3% annually beginning of January 1, 2022. The entire amount of outstanding principal and accrued interest is due and payable on December 31, 2074. The outstanding balance on the note at June 30, 2019 was \$300,000.



**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2019**

**NOTE 5. LONG-TERM DEBT**

The following is a summary of changes in long-term debt for the year ended June 30, 2019:

	<u>Balance</u> <u>6/30/2018</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance</u> <u>6/30/2019</u>	<u>Current</u> <u>Portion</u>
Bonds payable:					
PNC Bank	\$ 5,226,014	\$ -	\$ (249,860)	\$ 4,976,154	\$ 195,466
Notes payable:					
NorthMarq Capital	13,490,459	-	(234,216)	13,256,243	247,748
NorthMarq Capital	5,411,576	-	(584,134)	4,827,442	-
City of Alameda	1,743,869	-	(1,479)	1,742,390	1,529
County of Alameda	<u>942,650</u>	<u>-</u>	<u>-</u>	<u>942,650</u>	<u>606,420</u>
	<u>\$ 26,814,568</u>	<u>\$ -</u>	<u>\$(1,069,689)</u>	<u>\$ 25,744,879</u>	<u>\$ 1,051,163</u>

As previously discussed, related party loans from the Authority and AAHC have been eliminated, as the Authority is a primary government and AAHC is its blended component unit.

The following is a schedule of debt payment requirements to maturity:

<u>Year Ending June 30:</u>	<u>Principal</u> <u>Payments</u>	<u>Interest</u> <u>Payments</u>	<u>Total Payments</u>
2020	\$ 1,051,163	\$ 1,023,027	\$ 2,074,190
2021	1,100,346	974,079	2,074,425
2022	1,151,939	934,996	2,086,935
2023	1,206,065	897,553	2,103,618
2024	1,262,854	853,804	2,116,658
Thereafter	<u>19,972,512</u>	<u>10,770,074</u>	<u>30,742,586</u>
	<u>\$ 25,744,879</u>	<u>\$ 15,453,533</u>	<u>\$ 41,198,412</u>

A description of the debt recorded at June 30, 2019, with the Authority is as follows:

**Bonds Payable**

A deed of trust bond payable was issued on May 1, 2005, totaling \$6,800,000 for the Parrot Village and Eagle Village Apartments. The bonds payable are administered by PNC Bank. The bonds accrue interest at a variable rate based upon the weekly short-term bond interest rate. The bonds require annual payments in the amounts necessary to pay all principal of premium, if any, and interest on the bonds as they become due. The bonds mature May 15, 2035. The outstanding balance on the bonds payable totaled \$4,976,154 at June 30, 2019.

**NOTE 5. LONG-TERM DEBT (CONTINUED)**

Notes Payable

The Authority assumed a loan, originally entered into by the Filipino American Community Services Agency on July 9, 1996, payable to the County of Alameda on September 8, 2009, for the Lincoln House property at 745 Lincoln Avenue in the amount of \$35,000. This note bears no interest. However, if this note is not paid when due, the note will bear interest at 7% per annum for each day the note is not paid in full. The note is payable upon sale or transfer of the property whose deed of trust secures the note. The outstanding balance on this loan at June 30, 2019, was \$26,250.

A promissory note agreement for \$235,900 was entered into with the City on July 15, 1996, for three condominiums at the following addresses: 2137 Otis Drive, 2209 Otis Drive, 1825 Shoreline Drive. This note bears no interest. Payment on this note was deferred until December 31, 2006, at which time semi-annual payments of principal are due based on an amortization schedule. The principal is due and payable on December 31, 2055. The outstanding balance on this note as of June 30, 2019, was \$218,690.

A promissory note agreement for \$282,700 was entered into with the City on July 26, 1996, for four condominiums at the following addresses: 955 Shorepoint Court and 965 Shorepoint Court. This note bears no interest. Payment on this note is deferred until December 31, 2026, at which time semi-annual payments of principal are due based on an amortization schedule. The principal is due and payable on December 31, 2055. The outstanding balance on this note as of June 30, 2019, was \$282,700.

A promissory note agreement for \$570,000 was entered into with the City on June 18, 1998, for the China Clipper property at 460 Buena Vista Avenue. This note bears interest at 3% per annum. Both interest and principal payments on this loan are deferred until the note's due date of June 30, 2057. The outstanding balance on this note at June 30, 2019, was \$570,000.

A promissory note agreement for \$380,000 was entered into with the County of Alameda on September 1, 2009, for the Lincoln House property at 745 Lincoln Avenue. The note bears simple interest at 3% per annum. The principal and accrued interest are due and payable on July 30, 2067. Principal and interest are payable annually throughout the term of the loan through Residual Receipts as defined in the note. The outstanding balance on this note at June 30, 2019, was \$380,000.

A promissory note agreement for \$536,400 was entered into with the County of Alameda on September 1, 2009, for the 1917 Sherman Street property. The note bears simple interest at 3% per annum. The principal and accrued interest are due and payable on July 30, 2067. Principal and interest are payable annually throughout the term of the loan through Residual Receipts as defined in the note. The outstanding balance on this note at June 30, 2019, was \$536,400.

**NOTE 5. LONG-TERM DEBT (CONTINUED)**

Notes Payable (Continued)

A promissory note agreement for \$96,000 was entered into with the City on November 21, 2013, for the Anne B. Diament property at 920 Park Street. The note bears no interest. The principal is deferred and forgivable until November 22, 2028. The outstanding balance on this note at June 30, 2019, was \$96,000.

On June 30, 2014, the Authority entered into a mortgage note totaling \$14,291,000 with Amerisphere Multifamily Finance, LLC. The mortgage is serviced by NorthMarq Capital. The note is secured by the property referred to as the Esperanza Apartments at 1903 Third Street. The note bears interest at 5.63% per annum and requires combined monthly principal and interest payments totaling \$82,312. The note matures and is payable in full on July 1, 2044. The outstanding balance on the note at June 30, 2019, was \$13,256,243.

On June 30, 2014, the Authority entered into a mortgage note totaling \$7,500,000 with Amerisphere Multifamily Finance, LLC. The mortgage is serviced by NorthMarq Capital. The note is secured by the property referred to as the Independence Plaza at 703 Atlantic Avenue. The note bears interest at 3.75% per annum and requires combined monthly principal and interest payments totaling \$64,758. The note matures and is payable in full on July 1, 2026. The outstanding balance on the note at June 30, 2019, was \$4,827,442.

A first amendment to a promissory note agreement for \$575,000 was entered into with the City on April 1, 2017, retroactive to March 30, 2016, for property located at 738 Eagle Avenue, Alameda, CA. This note bears simple interest at 2.33% per annum. The principal, together with accrued interest, is due and payable on April 1, 2074, and the loan can be forgiven on March 30, 2031. The outstanding balance on this note at June 30, 2019, was \$575,000.

**NOTE 6. COMPENSATED ABSENCES**

It is the Authority's policy to permit employees to accumulate earned but unused vacation leave up to a maximum of their annual accrual rate plus 10 days, up to a maximum of 250 hours at any time. This leave will be used in future periods or paid to employees upon separation from the Authority. Accrued vacation leave has been valued by the Authority and has been recorded as current compensated absences of \$145,254 and noncurrent compensated absences of \$104,606 for a total of \$249,860 as of June 30, 2019.

It is the Authority's policy to permit employees to accumulate earned but unused sick leave; however, the value of unused sick leave is not payable upon separation from the Authority.

**NOTE 6. COMPENSATED ABSENCES (CONTINUED)**

A summary of the changes in the Authority's accrued compensated absences is as follows:

	Balance 6/30/2018	Additions	Reductions	Balance 6/30/2019	Due Within One Year
Compensated absences	\$ <u>236,640</u>	\$ <u>13,220</u>	\$ <u>-</u>	\$ <u>249,860</u>	\$ <u>145,254</u>

**NOTE 7. PENSION PLAN**

**Plan Description** - The plan is a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS. A full description of the pension plan benefit provisions, assumptions for funding purposes but not accounting purposes and membership information is listed in the June 30, 2018 Annual Actuarial Valuation Report. This report is a publicly available valuation report that can be obtained at CalPERS' website under "Forms and Publications". All qualified permanent and probationary employees are eligible to participate in the Authority's cost-sharing multiple-employer defined benefit pension plans administered by CalPERS. Benefit provisions under the plans are established by State statute and the Authority's resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

**Benefits Provided** - CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan is applied as specified by the Public Employees' Retirement Law.

The plan's provisions and benefits in effect at June 30, 2019, are summarized as follows:

	Miscellaneous Plan	
	Prior To January 1, 2013	On or After January 1, 2013
Hire date	1, 2013	January 1, 2013
Benefit formula	2% @ 55	2% @ 62
Benefit vesting formula	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50-63	52-67
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.0% to 2.5%
Required employee contribution rates	6.886%	6.500%
Required employer contribution rates	9.558%	6.930%

**NOTE 7. PENSION PLAN (CONTINUED)**

**Contributions** - Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS' annual actuarial valuation process. The plan's actuarially determined rate is based on the estimated amount necessary to pay the costs of benefits earned by employees during the year, with an additional amount to pay any unfunded accrued liability. The Authority's contribution rates may change if plan contracts are amended. Payments made by the Authority to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions. The Authority's contributions to the plan for the year ended June 30, 2019 were \$381,431.

**Pension Liabilities, Pension Expense, Deferred Outflows of Resources, Deferred Inflows of Resources Related to Pensions** - The Authority's net pension liability of \$2,032,192 is measured as the proportionate share of the net pension liability of \$3,942,047,621 (or 0.021089%). The net pension liability is measured as of June 30, 2018, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018, rolled forward to June 30, 2018, using standard update procedures. The Authority's proportion of the net pension liability was based on a projection of the Authority's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

For the measurement period ended June 30, 2019, the Authority recognized pension expense of \$667,605 for the plan. At June 30, 2019, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 77,972	\$ 26,533
Changes of assumptions	231,676	56,779
Difference between projected and actual earnings on pension plan investments	10,047	-
Difference between contribution and proportionate share of contribution	162,992	210,062
Adjustment due to differences in proportions	503,050	173,458
Pension contributions subsequent to the measurement date	436,954	-
Total	\$ 1,422,691	\$ 466,832

**NOTE 7. PENSION PLAN (CONTINUED)**

The \$436,954 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2020 (measurement period ended June 30, 2019). These amounts are reflected in the financial statements as part of the deferred outflows of resources and deferred inflows of resources. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Measurement Period Ending June 30:	Deferred Outflows (Inflows) of Resources
2020	\$ 739,134
2021	223,901
2022	11,101
2023	(18,277)
2024	-
Thereafter	-

**Actuarial Methods and Assumptions Used to Determine Total Pension Liability**

- For the measurement period ending June 30, 2018 (the measurement date), the total pension liability was determined by rolling forward the June 30, 2017 total pension liability. Both the June 30, 2017 total pension liability and the June 30, 2018 total pension liability were determined using the following actuarial methods and assumptions:

Valuation date	June 30, 2017
Measurement date	June 30, 2018
Actuarial cost method	Entry Age Normal
Discount rate	7.15%
Inflation	2.75%
Salary increases	Varies by entry age and service
Investment rate of return	7.15%, net of pension plan investment and administrative expenses; includes inflation
Mortality Rate (1)	Derived using CalPERS' Membership Data for all funds
Post Retirement Benefit Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power Applies, 2.75% thereafter

(1) The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP2016. For more details on this table, please refer to the 2017 Experience Study Report (based on CalPERS' demographic data from 1997 to 2015) that can be found on the CalPERS' website.

**NOTE 7. PENSION PLAN (CONTINUED)**

**Discount Rate** - The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members.

**Long-Term Expected Rate of Return** - The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The expected real rates of return by asset class are as followed:

Asset Class	New Strategic Allocation	Real Return Year 1-10 (a)	Real Return Years 11+ (b)
Global Equity	50.00 %	4.80 %	5.98 %
Fixed Income	28.00 %	2.00 %	2.62 %
Inflation Assets	- %	0.77 %	1.81 %
Private Equity	8.00 %	6.30 %	7.23 %
Real Estate	13.00 %	3.76 %	4.93 %
Liquidity	1.00 %	- %	(0.92)%
Total	<u>100.00 %</u>		

- (a) An expected inflation of 2.0% is used for this period.
- (b) An expected inflation of 2.92% is used for this period.

**NOTE 7. PENSION PLAN (CONTINUED)**

**Sensitivity of the Proportionate Share of the Net Position Liability to Changes in the Discount Rate** - The following presents the Authority's proportionate share of the net pension liability, calculated using the discount rate of 7.15%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.15%) or one percentage point higher (8.15%) than the current rate:

	Discount Rate less 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate plus 1% (8.15%)
Plan's net pension liability at June 30, 2019	\$ 4,333,529	\$ 2,032,192	\$ 132,476

**Pension Plan Fiduciary Net Position** - Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS' financial reports.

**NOTE 8. OTHER POST-EMPLOYMENT BENEFIT PLANS (OPEB)**

**Plan description** - The Authority participates in the CalPERS 2% at 55 Public Agency Miscellaneous Employees' pension plan for all regular employees hired before January 1, 2013, and 2% at 62 for those hired on or after January 1, 2013.

Employees who retire with a CalPERS pension (at least age 50, or age 52 for employees hired on or after January 1, 2013, with five years of services) are eligible for post-employment medical benefits.

The Authority contributes the minimum amount provided under Government Code Section 22825 of the Public Employees Medical and Hospital Care Act (\$136 per month in 2019, increasing to \$139 in 2020). Retirees must contribute any premium amounts in excess of the Authority's contributions described above. Amounts paid by the Authority continue for the lifetime of the retiree and any surviving spouse, subject to CalPERS' eligibility requirements.

During the July 1, 2017 to June 30, 2018 measurement period, the Authority entered into an agreement with CalPERS whereby the Authority participates in the California Employers' Retiree Benefit Trust Fund Program ("CERBT"), an agent-multiple employer post-employment health plan, to prefund other post-employment benefits through CalPERS. The financial statements for CERBT may be obtained by writing the California Public Employees' Retirement System, Constituent Relations Office, CERT (OPEB), P.O. Box 242709, Sacramento, California 94229-2709, or by calling 888-225-7377.

**Plan Membership Information**

Active plan members	47
Inactive plan members or beneficiaries currently receiving benefits	7
Total	54



**NOTE 8. OTHER POST-EMPLOYMENT BENEFIT PLANS (OPEB) (CONTINUED)**

**Funding Policy** - The Authority intends to contribute the full actuarially determined contribution to the plan each year. Contributions would be made up of cash contributions made to the trust as well as any benefit payments (implicit and explicit) unreimbursed by the trust.

**Actuarial Methods and Assumptions**

Valuation Date	June 30, 2018
Measurement Date	June 30, 2018
Actuarial Cost Method	Entry age normal
Amortization Method	Straight-line amortization
Asset Valuation Method	Market value
Net Investment Return	7.28%, based on the CERBT Strategy 1 investment policy
Inflation Rate	2.26% annual inflation
Payroll Increases	3.25% annual increases
Mortality	Pre-retirement: CalPERS 2017 Mortality for pre-retirement Post-retirement: CalPERS 2017 Mortality for post-retirement.
Healthcare Cost Trend Rates	3.25% pre-65 and 5.00% post-65 initial trend rates for 2018. Decreasing 0.25% per year until ultimate rate of 5.00% is reached in 2040

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past experiences and new estimates are made about the future. Actuarial calculations were performed based on the benefits provided under the terms of the substantive plan in effect at the time of each valuation and on the pattern of sharing cost between the Authority and plan members through June 30, 2018. Additionally, actuarial calculations reflect a long-term perspective and include methods and assumptions that were designed to reduce short-term volatility of actuarial accrued liabilities and actuarial value of assets. The Authority has relied on the work of the Authority's actuary to determine the Authority's net OPEB liability, and considers the underlying assumptions used by the actuary to be reasonable.

**NOTE 8. OTHER POST-EMPLOYMENT BENEFIT PLANS (OPEB) (CONTINUED)**

**Long-Term Expected Rate of Return** - The valuation uses a discount rate of 7.28% per year, net of investment expenses and including inflation. This is a long-term rate of return assumption on plan assets. This rate is based on the general inflation rate and expected real rate of return required for CalPERS reporting for use by employers who elect certain investment strategies as participants in CERBT. The target allocation and best estimates for long-term expected real rates of return for each major asset class, as of June 30, 2018, the measurement date, are summarized in the following table:

Investment Class	Target Allocation	Long-Term Expected Real Rate of Return
Equity	60.00 %	5.49%
Fixed income	32.00 %	1.65%
REIT's	8.00 %	5.06%
Total	<u>100.00 %</u>	

**Changes in the Net OPEB Liability** - The total OPEB liability (asset) shown below is based on an actuarial valuation performed as of June 30, 2018, and a measurement date of June 30, 2018:

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability (Asset)
	(a)	(b)	(a)-(b)
Balance at June 30, 2017	\$ 1,198,383	\$ 975,722	\$ 222,661
Service cost	56,590	-	56,590
Interest	89,980	-	89,980
Differences between expected and actual experience	(348,070)	-	(348,070)
Changes of assumptions	(17,137)	-	(17,137)
Net investment income	-	76,420	(76,420)
Benefit payments	(38,634)	(38,634)	-
Contributions - employer	-	38,634	(38,634)
Contributions - employee	-	-	-
Administrative expense	-	(520)	520
Changes of benefit terms	-	-	-
Net changes	<u>(257,271)</u>	<u>75,900</u>	<u>(333,171)</u>
Balance at June 30, 2018	<u>\$ 941,112</u>	<u>\$ 1,051,622</u>	<u>\$ (110,510)</u>

The required schedule of changes in the net OPEB liability and related ratios immediately following the notes to the financial statements presents the beginning and ending balances of the total OPEB liability, the plan fiduciary net position available for OPEB benefits, and the net OPEB liability, as well as the itemized changes in those amounts during the fiscal year. The schedule also reports a ratio of plan fiduciary net position as a percentage of the total OPEB liability, the payroll amount for current employees in the plan (covered employee payroll), and a ratio of the net OPEB liability as a percentage of the covered employee payroll. Two years of information are presented and will build to 10 years of information on a prospective basis.

**NOTE 8. OTHER POST-EMPLOYMENT BENEFIT PLANS (OPEB) (CONTINUED)**

The required schedule of employer contributions immediately following the notes to the financial statements presents the actuarially determined contribution to the OPEB Plan, the actual contribution, the difference between the actual and actuarially determined contributions, and a ratio of actual contributions as a percentage of covered employee payroll.

**Sensitivity of the Net OPEB Liability Due to Changes in the Discount Rate** - The following table represents the net OPEB liability (asset), calculated using the current discount rate of 7.28%, as well as what it would be if it were calculated using a discount rate that is one percentage point lower (6.28%) or one percentage point higher (8.28%) than the current rate:

	1% Decrease (6.28%)	Current Discount Rate (7.28%)	1% Increase (8.28%)
Net OPEB liability (asset)	\$ <u>12,927</u>	\$ <u>(110,510)</u>	\$ <u>(212,271)</u>

**Sensitivity of the Net OPEB Liability Due to Changes in the Health Care Cost Trend Rate** - The following table represents the net OPEB liability (asset) of the Authority, calculated using the current health care cost trend rate as well as what it would be if it were calculated using a trend rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
Net OPEB liability (asset)	\$ <u>(175,895)</u>	\$ <u>(110,510)</u>	\$ <u>93,642</u>

**OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB**

- For the year ended June 30, 2019, the Authority recognized a decrease in OPEB expense of \$146,796. At June 30, 2019, the Authority reported deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 317,173
Changes in assumptions	-	1,117,458
Net difference between projected and actual earnings	7,740	-
Contributions to OPEB plan after measurement date (June 30, 2018)	75,276	-
Total	\$ 83,016	\$ 1,434,631

**NOTE 8. OTHER POST-EMPLOYMENT BENEFIT PLANS (OPEB) (CONTINUED)**

Pursuant to GASB Statement No. 75, amounts reported as deferred outflows of resources related to OPEB contributions made subsequent to the measurement date of June 30, 2018, will be recognized as a reduction of the net OPEB liability in the fiscal year ending June 30, 2020. These amounts are reflected in the financial statements as part of the deferred outflows of resources and deferred inflows of resources. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized OPEB expense as follows:

<u>Fiscal Year Ending June 30:</u>	<u>Amount</u>
2019	\$ (147,596)
2020	(222,872)
2021	(222,870)
2022	(226,894)
2023	(225,812)
Thereafter	(305,571)

**NOTE 9. GUARANTEES**

Littlejohn Commons

Related to the Littlejohn Commons Senior property located at 1301 Buena Vista Avenue, the Authority entered into a guaranty agreement dated December 1, 2016, and attached as Exhibit E to the amended and restated limited partnership agreement of Sherman and Buena Vista LP for all of its obligations under that agreement, including partnership management duties, development completion, operating deficits, tax credit delivery, and repurchase obligations. The operating deficit guaranty amount is \$245,668. The Authority is released from this operating deficit obligation after two consecutive years of 1.15 debt service coverage ratio after stabilized occupancy and no sooner than 2020. As of June 30, 2019, the outstanding operating deficit guarantee was \$917,283.

Related to the Littlejohn Commons Senior property located at 1301 Buena Vista Avenue, the Authority entered into an unlimited guaranty agreement with Compass Bank related to the construction loan agreement and promissory note for \$10,322,328, any costs required to achieve permanent loan closing, and any environmental claims pursuant to the Environmental Indemnity Agreement. The construction loan was repaid by Littlejohn Commons to Compass Bank during fiscal year 2019. As of June 30, 2019, the outstanding guarantee balance was zero.

Everett Commons

Related to the Everett Commons property located at 2437 Eagle Avenue, the Authority entered into a guaranty agreement dated June 27, 2017, and attached as Exhibit D to the first amended and restated limited partnership agreement of Everett and Eagle LP for performance of all its obligations under that agreement including construction completion, operating deficits, liquidity, and tax credit delivery. The operating deficit loan guarantee obligation is up to \$314,000. The Authority is released from this operating deficit obligation after two consecutive years of 1.15 debt service coverage ratio after stabilized occupancy and no sooner than 2024. As guarantor, the Authority must also maintain liquid assets of at least \$850,000 in bank deposits in aggregate with Island City Development until all obligations are met.

**NOTE 9. GUARANTEES (CONTINUED)**

Everett Commons (continued)

Related to Everett Commons property located at 2437 Eagle Avenue, the Authority entered into a payment and performance guaranty dated June 21, 2017, with JP Morgan Chase Bank NA related to a construction loan in the amount of \$9,859,528, which converted to a permanent loan in the amount of \$3,330,168 in July 2019.

**NOTE 10. GROUND LEASES**

On December 1, 1998, the Authority entered into a ground lease agreement with Regent St. CLT Condominiums located at 1129-1131 Regent Street. The lease term is 99 years, ending in 2097.

On May 7, 2001, the Authority entered into a ground lease agreement with Santa Clara Ave CLT Condominiums located at 2201-2203 Santa Clara Avenue and 1502 Walnut Street. The lease term is 99 years, ending in 2100.

On March 14, 2003, the Authority entered into a ground lease agreement with RCD, as amended by the First Amendment to Ground Lease dated October 14, 2004, for the Breakers at Bayport development located at 459 Neptune Gardens Avenue. The lease term is 75 years, ending March 31, 2081. On October 14, 2004, the lease was assigned to Breakers at Bayport, LP.

On October 4, 2006, the Authority entered into a ground lease agreement with RCD for the Shinsei Gardens Apartments, located at 401 Willie Stargell Avenue. The lease term is 75 years, ending March 31, 2081. On March 24, 2008, the lease was assigned to Shinsei Gardens Apartments, LP.

On May 25, 2012, the Authority entered into a ground lease agreement with Housing Consortium of the East Bay ("HCEB") and Satellite Housing, Inc. for the Jack Capon Villas, located at 2216 Lincoln Avenue. The rent for the entire lease term, \$100, was prepaid at lease signing. The lease term is 75 years, ending May 25, 2087. In November 2012, the lease was assigned to Jack Capon Villas, LP.

On November 14, 2015, the Authority entered into a ground lease agreement with Stargell Commons, LP for the property located at 2700 Bette Street. The lease term is 99 years, ending December 31, 2114. Initial rent of \$400,000 plus \$1 per year in prepaid lease payments for the entire term (\$99) was paid on December 2, 2015.

On December 1, 2016, the Authority entered into a ground lease agreement with Sherman and Buena Vista, LP, a subsidiary of Island City Development, for the property located at 1301 Buena Vista Avenue. The lease term is 99 years, ending December 31, 2115. Unearned rent for the entire lease term of \$3,410,000 was received on December 15, 2016. Unearned revenue will be amortized over the term of the life. See related note receivable in Note 4.

On June 1, 2017, the Authority entered into a ground lease agreement with Everett and Eagle LP, a subsidiary of Island City Development, for the property located at 2437 Eagle Street. The lease term is 99 years, ending June 1, 2116. Prepaid rent for the entire lease term of \$9,900 was paid on June 29, 2017.

**NOTE 10. GROUND LEASES (CONTINUED)**

On May 1, 2018, the Authority entered into a ground lease agreement with AAHC, for the property known as Anne B. Diament and located at 920 Park Street. The lease term is 75 years, ending May 1, 2093. Prepaid rent for the entire lease term of \$75 was paid on May 1, 2018.

On May 1, 2018, the Authority entered into a ground lease agreement with AAHC for the property known as China Clipper Plaza and located at 460 Buena Vista Avenue. The lease term is 75 years, ending May 1, 2093. Prepaid rent for the entire lease term of \$75 was paid on May 1, 2018.

On May 1, 2018, the Authority entered into a ground lease agreement with AAHC, for the property known as Lincoln Willow Apartments and located at 2101-2103 Lincoln Avenue. The lease term is 75 years, ending May 1, 2093. Prepaid rent for the entire lease term of \$75 was paid on May 1, 2018.

On May 1, 2018, the Authority entered into a ground lease agreement with AAHC, for the property known as Stanford House and located at 1917 Stanford Avenue. The lease term is 75 years, ending May 1, 2093. Prepaid rent for the entire lease term of \$75 was paid on May 1, 2018.

At June 30, 2019, the future rental income required under the lease agreements entered into by the Authority are as follows:

<u>Fiscal Year Ending June 30:</u>	<u>Amount</u>
2020	\$ 45,324
2021	45,324
2022	45,324
2023	45,324
2024	45,324
Thereafter	<u>4,001,721</u>
	<u>\$ 4,228,341</u>

**NOTE 11. JOINT POWERS AGREEMENTS**

**Workers' Compensation Insurance**

The Authority participates in a joint venture under a joint powers agreement ("JPA") with the California Housing Workers' Compensation Authority ("CHWCA"). CHWCA is a California joint powers insurance authority established in 1991 for purpose of providing workers' compensation coverage to California public housing authority members. CHWCA is a special district in the state of California providing its members with a comprehensive workers' compensation coverage program for the sharing of risk for self-insured losses, as well as jointly purchasing claims adjusting services, actuarial services, risk control services, and legal services connected with the program.

CHWCA is governed by a seven-member executive committee which is elected by the 33-member board of directors. Each of CHWCA's 33-member agencies appoint one primary and one alternate member to serve on the board of directors.

**NOTE 11. JOINT POWERS AGREEMENTS (CONTINUED)**

Workers' Compensation Insurance (Continued)

The relationship between the Authority and CHWCA is such that CHWCA is not a component unit of the Authority for financial reporting purposes. Further information can be found at [www.chwca.org](http://www.chwca.org).

Property and Liability Insurance

The Authority participates in a joint venture under a JPA with the Housing Authorities Risk Retention Pool ("HARRP"). HARRP was formed to provide property and liability insurance coverage for member housing authorities. At December 31, 2018, there were 83 members. The relationship between the Authority and HARRP is such that HARRP is not a component unit of the Authority for financial reporting purposes. Further information can be found at [www.harrp.com](http://www.harrp.com).

ABAG Natural Gas JPA

The Authority participates in a joint venture under a JPA with ABAG POWER, an association of Bay Area governments service program. The joint powers agency formed in collaboration with many Bay Area cities, and special districts. Currently, ABAG POWER's primary objective is to conduct pooled purchasing of natural gas on behalf of local governments and special districts who voluntarily join the pool. The program enables members to achieve pricing suppliers who are interested in larger and more attractive combined loads. The pool is currently in its twentieth year of operation, and is serving 40 member agencies throughout Pacific Gas and Electric's service territory. Further information can be found at [www.abag.ca.gov/our-work/energy-infrastructure/power](http://www.abag.ca.gov/our-work/energy-infrastructure/power)

**NOTE 12. CONTINGENT LIABILITIES**

The Authority is exposed to various risks of losses related to torts, theft, or damage to and destruction of asset, errors and omissions, injuries to employees, and natural disasters. Claim liabilities are reported when probable that a loss has occurred and the amount of that loss can be reasonably estimated. As of June 30, 2019, the Authority is not aware of any situations that would warrant a claim liability or disclosure in the financial statements.

Federal Grants

The Authority has received funds from various federal, state, and local grant programs. It is possible that at some future date it may be determined that the Authority was not in compliance with applicable grant requirements. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the Authority does not expect such disallowed amounts, if any, to materially affect the financial statements.

**NOTE 13. SUBSEQUENT EVENTS**

The Authority has evaluated events and transactions for potential recognition or disclosure through February \_\_, 2020, which is the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that required additional disclosure in these financial statements except the following:

1. The Authority is slated to transfer one of its properties, Independence Plaza, to AAHC during fiscal year 2020, with the remaining properties slated to be transferred to AAHC in fiscal year 2021.
2. Constitution and Eagle LP, created December 18, 2018, for the purposes of building 78 units and renovation of 14 units on the 700 block of Buena Vista Avenue, is expected to start the rehabilitation process in the summer of 2020.

Draft Copy



**REQUIRED SUPPLEMENTARY INFORMATION**

*Draft Copy*

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**  
**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)**  
**SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY**  
**Last 10 Years\***

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Measurement date	<b>6/30/2018</b>	6/30/2017	6/30/2016	6/30/2015	6/30/2015
Authority's proportion of the net pension liability	<b>0.021089 %</b>	0.021448 %	0.019472 %	0.027020 %	0.030130 %
Authority's proportionate share of the net pension liability	<b>\$ 2,032,192</b>	\$ 2,127,040	\$ 1,684,952	\$ 1,854,640	\$ 1,871,494
Authority's covered-employee payroll	<b>\$ 4,030,351</b>	\$ 3,906,839	\$ 2,752,784	\$ 3,634,051	\$ 2,717,587
Authority's proportionate share of the net pension liability as a percentage of its covered-employee payroll	<b>50.42 %</b>	54.44 %	61.21 %	51.04 %	68.87 %
Plan fiduciary net position as a percentage of the total pension liability	<b>88.05 %</b>	75.39 %	88.01 %	107.30 %	83.00 %

\*These amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for those years for which information is available.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
 REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)  
 SCHEDULE OF THE AUTHORITY'S PENSION PLAN CONTRIBUTIONS  
 Last 10 Years\***

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Actuarially determined contributions	\$ 381,431	\$ 336,127	\$ 1,322,171	\$ 1,393,004	\$ 300,316
Contributions in relation to the actuarially determined contribution	<u>(381,431)</u>	<u>(336,127)</u>	<u>(1,322,171)</u>	<u>(1,393,004)</u>	<u>(505,233)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (204,917)</u>
Authority's covered-employee payroll	\$ 4,030,351	\$ 3,906,839	\$ 2,752,784	\$ 3,634,051	\$ 2,717,587
Contributions as a percentage of covered-employee payroll	9.46 %	8.60 %	48.03 %	38.33 %	18.59 %

\*These amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for those years for which information is available.

**Changes in Actuarial Assumptions:**

No changes noted.

**Changes in Benefit Terms:**

No changes noted.

Draft Copy

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA** Page 205  
**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)**  
**SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY (ASSET) AND RELATED**  
**RATIOS**  
**Last 10 Years\***

<u>Total OPEB liability</u>	<u>2019</u>	<u>2018</u>
Service cost	\$ 56,590	\$ 162,835
Interest	89,980	74,812
Differences between expected and actual experience	(348,070)	(3,275)
Changes of assumptions	(17,137)	(1,482,802)
Benefit payments, including refunds of employee contributions	<u>(38,634)</u>	<u>(30,448)</u>
Net change in total OPEB liability	(257,271)	(1,278,878)
Total OPEB liability - beginning	<u>1,198,383</u>	<u>2,477,261</u>
Total OPEB liability - ending	<u>\$ 941,112</u>	<u>\$ 1,198,383</u>
 <u>Plan fiduciary net position</u>		
Contributions - employer	\$ 38,634	\$ 1,012,388
Net investment income	76,420	(6,213)
Benefit payments, including refunds of employee contributions	(38,634)	(30,448)
Administrative expense	<u>(520)</u>	<u>(5)</u>
Net change in plan fiduciary net position	75,900	975,722
Plan fiduciary net position - beginning	<u>975,722</u>	<u>-</u>
Plan fiduciary net position - ending	<u>\$ 1,051,622</u>	<u>\$ 975,722</u>
Authority's net OPEB liability (asset)	<u>\$ (110,510)</u>	<u>\$ 222,661</u>
Plan's fiduciary net position as a percentage of the total OPEB liability	111.74 %	81.42 %
Covered payroll	<u>\$ 4,030,351</u>	<u>\$ 3,906,839</u>
Authority's net OPEB liability (asset) as a percentage of covered payroll	(2.74)%	5.70 %

\*These amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for those years for which information is available.

**Changes in Actuarial Assumptions:**

The average per capita claims cost was updated to reflect actual 2019 premiums, the health care cost trend rate was updated to reflect 2018 industry survey data, the mortality, withdrawal, and retirement tables were updated to reflect 2017 CalPERS studies. The population for curving and morbidity factors have also been updated to the 2017 CalPERS study.

**Changes in Benefit Terms:**

No changes noted.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**  
**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)**  
**SCHEDULE OF THE AUTHORITY'S OPEB PLAN CONTRIBUTIONS**  
**Last 10 Years\***

	<u>2019</u>	<u>2018</u>
Actuarially determined contributions	\$ 78,605	\$ 128,377
Contributions in relation to the actuarially determined contribution	<u>(38,634)</u>	<u>(1,012,388)</u>
Contribution deficiency (excess)	<u>\$ 39,971</u>	<u>\$ (884,011)</u>
Authority's covered-employee payroll	\$ 4,030,351	\$ 3,906,839
Contributions as a percentage of covered-employee payroll	0.96 %	25.91 %

\*These amounts presented were determined as of June 30. This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for those years for which information is available.

Draft Copy

**OTHER SUPPLEMENTARY INFORMATION**

*Draft Copy*

Housing Authority of the City of Alameda  
Financial Data Schedule  
Entity-Wide Balance Sheet  
June 30, 2019

		Housing Choice Vouchers 14,871	Family Self-Sufficiency Program 14,896	Section 8 Moderate Rehabilitation Single Room Occupancy 14,249	Shelter Plus Care 14,238	State/Local 2	Alameda Affordable Housing Corporation	Subtotal	ELIM	Total	Island City Development	OPEB Trust Fund	Grand Total
111	Cash - Unrestricted	\$ -	\$ 6,755	\$ 77,590	\$ -	\$ 5,806,359	\$ 791,511	\$ 6,682,215	\$ -	\$ 6,682,215	\$ 725,048	\$ -	\$ 7,407,263
112	Cash - Restricted - Modernization and Development	-	-	-	-	-	-	-	-	-	-	-	-
113	Cash - Other Restricted	576,766	-	-	-	1,028,311	100,000	1,705,077	-	1,705,077	-	-	1,705,077
114	Cash - Tenant Security Deposits	-	-	-	-	610,818	74,935	685,753	-	685,753	22,924	-	708,677
115	Cash - Restricted for Payment of Current Liabilities	-	-	-	-	-	-	-	-	-	-	-	-
100	Total Cash	576,766	6,755	77,590	-	7,445,488	966,446	9,073,045	-	9,073,045	747,972	-	9,821,017
121	Accounts Receivable - PHA Projects	34,538	-	-	-	-	-	34,538	-	34,538	-	-	34,538
122	Accounts Receivable - HUD Other Projects	-	30,325	-	-	-	-	30,325	-	30,325	-	-	30,325
124	Accounts Receivable - Other Government	284,989	-	-	98,670	277,824	8,581	670,064	-	670,064	-	-	670,064
125	Accounts Receivable - Miscellaneous	-	-	-	-	509,933	44,631	554,564	-	554,564	284,518	-	839,082
126	Accounts Receivable - Tenants	-	-	-	-	306,739	2,594	309,333	-	309,333	-	-	309,333
126.1	Allowance for Doubtful Accounts - Tenants	-	-	-	-	(95,751)	(632)	(96,383)	-	(96,383)	-	-	(96,383)
126.2	Allowance for Doubtful Accounts - Other	-	-	-	-	-	-	-	-	-	-	-	-
127	Notes, Loans, & Mortgages Receivable - Current	-	-	-	-	-	-	-	-	-	-	-	-
128	Fraud Recovery	14,933	-	-	-	21,936	-	36,869	-	36,869	-	-	36,869
128.1	Allowance for Doubtful Accounts - Fraud	(14,933)	-	-	-	(21,211)	-	(36,144)	-	(36,144)	-	-	(36,144)
129	Accrued Interest Receivable	45	-	-	-	101,434	-	101,479	-	101,479	-	-	101,479
120	Total Receivables, Net of Allowances for Doubtful Accounts	319,572	30,325	-	98,670	1,100,904	55,174	1,604,645	-	1,604,645	284,518	-	1,889,163
131	Investments - Unrestricted	-	-	-	-	23,469,734	-	23,469,734	-	23,469,734	-	1,195,000	24,664,734
132	Investments - Restricted	-	-	-	-	-	-	-	-	-	-	-	-
135	Investments - Restricted for Payment of Current Liability	-	-	-	-	-	-	-	-	-	-	-	-
142	Prepaid Expenses and Other Assets	-	-	-	-	138,205	39	138,244	-	138,244	4,151,332	-	4,289,576
143	Inventories	-	-	-	-	9,810	-	9,810	-	9,810	-	-	9,810
143.1	Allowance for Obsolete Inventories	-	-	-	-	-	-	-	-	-	-	-	-
144	Inter Program Due From	60,195	-	1,137	6	2,230,308	-	2,291,646	(2,291,646)	-	-	-	-
145	Assets Held for Sale	-	-	-	-	-	-	-	-	-	-	-	-
150	Total Current Assets	956,533	37,080	78,727	98,676	34,394,449	1,021,659	36,587,124	(2,291,646)	34,295,478	5,183,822	1,195,000	40,674,300
161	Land	-	-	-	-	58,219,779	-	58,219,779	-	58,219,779	2,170,596	-	60,390,375
162	Buildings	-	-	-	-	30,615,730	5,759,151	36,374,881	-	36,374,881	26,136,686	-	62,511,567
163	Furniture, Equipment & Machinery - Dwellings	36,429	-	-	-	318,646	-	355,075	-	355,075	-	-	355,075
164	Furniture, Equipment & Machinery - Administration	5,684	-	-	-	40,079	-	45,763	-	45,763	512,067	-	557,830
165	Leaschold Improvements	-	-	-	-	11,432,550	-	11,432,550	-	11,432,550	-	-	11,432,550
166	Accumulated Depreciation	(36,808)	-	-	-	(25,236,991)	(3,108,712)	(28,382,511)	-	(28,382,511)	(183,946)	-	(28,566,457)
167	Construction in Progress	-	-	-	-	16,450	7,740	24,190	-	24,190	-	-	24,190
168	Infrastructure	-	-	-	-	-	-	-	-	-	-	-	-
160	Total Capital Assets, Net of Accumulated Depreciation	5,305	-	-	-	75,406,243	2,658,179	78,069,727	-	78,069,727	28,635,403	-	106,705,130
171	Notes, Loans and Mortgages Receivable - Non- Current	-	-	-	-	40,918,635	-	40,918,635	(13,775,000)	27,143,635	-	-	27,143,635
172	Notes, Loans, and Mortgages Receivable - Non- Current - Past Due	-	-	-	-	-	-	-	-	-	-	-	-
173	Grants Receivable - Non Current	-	-	-	-	-	-	-	-	-	-	-	-
174	Other Assets	29,838	1,105	-	-	70,726	8,841	110,510	-	110,510	-	-	110,510
176	Investments in Joint Ventures	-	-	-	-	-	-	-	-	-	-	-	-
180	Total Non-Current Assets	35,143	1,105	-	-	116,395,604	2,667,020	119,098,872	(13,775,000)	105,323,872	28,635,403	-	133,959,275
200	Deferred Outflow of Resources	406,541	15,057	-	-	963,652	120,457	1,505,707	-	1,505,707	-	-	1,505,707
290	Total Assets and Deferred Outflow of Resources	\$ 1,398,217	\$ 53,242	\$ 78,727	\$ 98,676	\$ 151,753,705	\$ 3,809,136	\$ 157,191,703	\$ (16,066,646)	\$ 141,125,057	\$ 33,819,225	\$ 1,195,000	\$ 176,139,282

Housing Authority of the City of Alameda  
Financial Data Schedule  
Entity-Wide Balance Sheet  
June 30, 2019

	Housing Choice Vouchers 14,871	Family Self-Sufficiency Program 14,896	Section 8 Moderate Rehabilitation Single Room Occupancy 14,249	Shelter Plus Care 14,238	State/Local 2	Alameda Affordable Housing Corporation	Subtotal	ELIM	Total	Island City Development	OPEB Trust Fund	Grand Total
311 Bank Overdraft	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
312 Accounts Payable <= 90 Days	115,411	453	2,339	1,376	710,121	45,145	874,845		874,845	21,499		896,344
313 Accounts Payable >90 Days Past Due	-	-	-	-	19,997	-	19,997		19,997			19,997
321 Accrued Wage/Payroll Taxes Payable	24,786	-	-	315	57,831	7,278	90,210		90,210			90,210
322 Accrued Compensated Absences - Current Portion	40,481	-	-	-	91,586	13,187	145,254		145,254			145,254
324 Accrued Contingency Liability	-	-	-	-	-	-	-		-			-
325 Accrued Interest Payable	-	-	-	-	614,125	403,964	1,018,089		1,018,089	610,469		1,628,558
331 Accounts Payable - HUD PHA Programs	-	-	5,104	-	-	-	5,104		5,104			5,104
332 Account Payable - PHA Projects	-	-	-	-	-	-	-		-			-
333 Accounts Payable - Other Government	-	-	-	-	21,285	-	21,285		21,285			21,285
341 Tenant Security Deposits	-	-	-	-	610,818	74,935	685,753		685,753	22,924		708,677
342 Unearned Revenue	46,925	-	-	-	3,447,884	30,283	3,525,092		3,525,092			3,525,092
343 Current Portion of Long-Term Debt - Capital Projects/Mortgage Revenue	-	-	-	-	1,051,163	-	1,051,163		1,051,163			1,051,163
344 Current Portion of Long-Term Debt - Operating Borrowings	-	-	-	-	-	-	-		-			-
345 Other Current Liabilities	-	-	-	-	-	-	-		-			-
346 Accrued Liabilities - Other	-	-	-	-	-	-	-		-	2,327,979		2,327,979
347 Inter Program - Due To	1,480,638	38,783	-	21,202	681,377	69,646	2,291,646	(2,291,646)	-			-
348 Loan Liability - Current	-	-	-	-	-	-	-		-			-
310 Total Current Liabilities	1,708,241	39,236	7,443	22,893	7,306,187	644,438	9,728,438	(2,291,646)	7,436,792	2,982,871	-	10,419,663
351 Long-Term Debt, Net of Current - Capital Projects/Mortgage Revenue	-	-	-	-	24,027,715	13,791,001	37,818,716	(13,125,000)	24,693,716	30,537,441		55,231,157
352 Long-Term Debt, Net of Current - Operating Borrowings	650,000	-	-	-	-	-	650,000	(650,000)	-			-
353 Non-Current Liabilities - Other	110,420	-	-	-	-	-	110,420		110,420			110,420
354 Accrued Compensated Absences - Non-Current	36,251	-	-	-	57,779	10,576	104,606		104,606			104,606
355 Loan Liability - Non Current	-	-	-	-	-	-	-		-			-
356 FASB 5 Liabilities	-	-	-	-	-	-	-		-			-
357 Accrued Pension and OPEB Liabilities	548,692	20,322	-	-	1,300,603	162,575	2,032,192		2,032,192			2,032,192
350 Total Non-Current Liabilities	1,345,363	20,322	-	-	25,386,097	13,964,152	40,715,934	(13,775,000)	26,940,934	30,537,441	-	57,478,375
300 Total Liabilities	3,053,604	59,558	7,443	22,893	32,692,284	14,608,590	50,444,372	(16,066,646)	34,377,726	33,520,312	-	67,898,038
400 Deferred Inflow of Resources	513,395	19,015	-	-	1,216,936	152,117	1,901,463		1,901,463			1,901,463
508.4 Net Investment in Capital Assets	5,305	-	-	-	50,327,365	1,992,178	52,324,848		52,324,848	(1,902,038)	-	50,422,810
511.4 Restricted Net Position	466,346	-	-	-	1,028,311	100,000	1,594,657		1,594,657			1,594,657
512.4 Unrestricted Net Position	(2,640,433)	(25,331)	71,284	75,783	66,488,809	(13,043,749)	50,926,363		50,926,363	2,200,951	1,195,000	54,322,314
513 Total Equity - Net Assets / Position	(2,168,782)	(25,331)	71,284	75,783	117,844,485	(10,951,571)	104,845,868	-	104,845,868	298,913	1,195,000	106,339,781
600 Total Liabilities, Deferred Inflows of Resources and Equity - Net	\$ 1,398,217	\$ 53,242	\$ 78,727	\$ 98,676	\$ 151,753,705	\$ 3,809,136	\$ 157,191,703	\$ (16,066,646)	\$ 141,125,057	\$ 33,819,225	\$ 1,195,000	\$ 176,139,282



Housing Authority of the City of Alameda  
 Financial Data Schedule  
 Entity-Wide Revenue and Expense Summary  
 June 30, 2019

	Housing Choice Vouchers 14.871	Family Self-Sufficiency Program 14.896	Section 8 Moderate Rehabilitation Single Room Occupancy 14.249	Shelter Plus Care 14.238	State/Local 2	Alameda Affordable Housing Corporation	Subtotal	ELIM	Total	Island City Development	OPEB Trust Fund	Grand Total	
70300	Net Tenant Rental Revenue	\$ -	\$ -	\$ -	\$ -	\$ 3,395,425	\$ 435,185	\$ 3,830,610	\$ -	\$ 3,830,610	\$ 203,731	\$ -	\$ 4,034,341
70400	Tenant Revenue - Other	-	-	-	-	55,965	3,088	59,053	-	59,053	-	-	59,053
70500	Total Tenant Revenue	-	-	-	-	3,451,390	438,273	3,889,663	-	3,889,663	203,731	-	4,093,394
70600	HUD PHA Operating Grants	31,233,745	60,030	227,115	-	-	-	31,520,890	-	31,520,890	-	-	31,520,890
70610	Capital Grants	-	-	-	-	-	-	-	-	-	-	-	-
70710	Management Fee	-	-	-	-	-	-	-	-	-	-	-	-
70720	Asset Management Fee	-	-	-	-	-	-	-	-	-	-	-	-
70730	Bookkeeping Fee	-	-	-	-	-	-	-	-	-	-	-	-
70740	Front Line Service Fee	-	-	-	-	-	-	-	-	-	-	-	-
70750	Other Fees	-	-	-	-	-	-	-	-	-	-	-	-
70700	Total Fee Revenue	31,233,745	60,030	227,115	-	-	-	31,520,890	-	31,520,890	-	-	31,520,890
70800	Other Government Grants	-	-	-	341,464	8,544,628	1,265,079	10,151,171	(6,823,178)	3,327,993	-	-	3,327,993
71100	Investment Income - Unrestricted	-	-	-	-	611,760	-	611,760	-	611,760	68,342	-	680,102
71200	Mortgage Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
71300	Proceeds from Disposition of Assets Held for Sale	-	-	-	-	-	-	-	-	-	-	-	-
71310	Cost of Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-
71400	Fraud Recovery	22,949	-	-	-	-	-	22,949	-	22,949	-	-	22,949
71500	Other Revenue	894,333	533	-	36	434,980	529	1,330,411	-	1,330,411	82,941	75,276	1,488,628
71600	Gain or Loss on Sale of Capital Assets	-	-	-	-	-	-	-	-	-	-	-	-
72000	Investment Income - Restricted	-	-	-	-	-	-	-	-	-	-	-	-
70000	Total Revenue	32,151,027	60,563	227,115	341,500	13,042,758	1,703,881	47,526,844	(6,823,178)	40,703,666	286,672	143,618	41,133,956
91100	Administrative Salaries	1,205,083	43,828	44,193	16,446	2,302,052	45,404	3,657,006	-	3,657,006	9,991	-	3,666,997
91200	Auditing Fees	5,330	-	300	-	42,090	6,137	53,857	-	53,857	57,877	-	111,734
91300	Management Fee	-	-	-	-	51,858	-	51,858	-	51,858	7,998	-	59,856
91310	Bookkeeping Fee	-	-	-	-	-	-	-	-	-	-	-	-
91400	Advertising and Marketing	-	-	-	-	-	-	-	-	-	149,739	-	149,739
91500	Employee Benefit Contributions - Administrative	298,290	14,851	-	4,658	608,398	142,453	1,068,650	-	1,068,650	2,504	-	1,071,154
91600	Office Expenses	425,557	-	-	1,071	1,125,404	-	1,552,032	-	1,552,032	15,542	-	1,567,574
91700	Legal Expense	99,757	-	-	-	182,649	21,364	303,770	-	303,770	160	-	303,930
91800	Travel	24,410	-	-	283	-	-	24,693	-	24,693	-	-	24,693
91810	Allocated Overhead	-	-	-	-	-	-	-	-	-	-	-	-
91900	Other	62,912	-	-	-	-	-	62,912	-	62,912	4,285	240	67,437
91000	Total Operating - Administrative	2,121,339	58,679	44,493	22,458	4,312,451	215,358	6,774,778	-	6,774,778	248,096	240	7,023,114
92000	Asset Management Fee	-	-	-	-	-	-	-	-	-	2,083	-	2,083
92100	Tenant Services - Salaries	-	-	-	-	138,757	33,297	172,054	-	172,054	-	-	172,054
92200	Relocation Costs	-	-	-	-	94,078	5,932	100,010	-	100,010	-	-	100,010
92300	Employee Benefit Contributions - Tenant Services	40,814	-	-	-	86,295	35,222	162,331	-	162,331	-	-	162,331
92400	Tenant Services - Other	-	664	-	-	222,946	46,642	270,252	-	270,252	-	-	270,252
92500	Total Tenant Services	40,814	664	-	-	542,076	121,093	704,647	-	704,647	-	-	704,647

See accompanying independent auditor's report.

Housing Authority of the City of Alameda  
 Financial Data Schedule  
 Entity-Wide Revenue and Expense Summary  
 June 30, 2019

		Housing Choice Vouchers 14.871	Family Self-Sufficiency Program 14.896	Section 8 Moderate Rehabilitation Single Room Occupancy 14.249	Shelter Plus Care 14.238	State/Local 2	Alameda Affordable Housing Corporation	Subtotal	ELIM	Total	Island City Development	OPEB Trust Fund	Grand Total
										-			
93100	Water	1,459	-	-	-	255,333	30,082	286,874		286,874	5,283		292,157
93200	Electricity	7,373	-	-	-	89,316	38,547	135,236		135,236	2,305		137,541
93300	Gas	127	-	-	-	50,609	29,094	79,830		79,830	122		79,952
93400	Fuel	-	-	-	-	-	-	-		-			-
93500	Labor	-	-	-	-	-	-	-		-			-
93600	Sewer	198	-	-	-	254,133	42,426	296,757		296,757			296,757
93700	Employee Benefit Contributions - Utilities	-	-	-	-	-	-	-		-			-
93800	Other Utilities Expense	2,231	-	-	-	415,620	57,010	474,861		474,861			474,861
93000	Total Utilities	11,388	-	-	-	1,065,011	197,159	1,273,558	-	1,273,558	7,710	-	1,281,268
94100	Ordinary Maintenance and Operations - Labor	-	-	-	-	497,032	107,236	604,268		604,268	9,564		613,832
94200	Ordinary Maintenance and Operations - Materials and Other	449	-	-	-	92,159	22,726	115,334		115,334			115,334
94300	Ordinary Maintenance and Operations Contracts	19,836	-	-	-	736,095	122,694	878,625		878,625	7,005		885,630
94500	Employee Benefit Contributions - Ordinary Maintenance	-	-	-	-	178,110	85,542	263,652		263,652			263,652
94000	Total Maintenance	20,285	-	-	-	1,503,396	338,198	1,861,879	-	1,861,879	16,569	-	1,878,448

Housing Authority of the City of Alameda  
Financial Data Schedule  
Entity-Wide Revenue and Expense Summary  
June 30, 2019

	Housing Choice Vouchers 14.871	Family Self-Sufficiency Program 14.896	Section 8 Moderate Rehabilitation Single Room Occupancy 14.249	Shelter Plus Care 14.238	State/Local 2	Alameda Affordable Housing Corporation	Subtotal	ELIM	Total	Island City Development	OPEB Trust Fund	Grand Total	
95100	Protective Services - Labor	-	-	-	-	-	-	-	-	-	-	-	
95200	Protective Services - Other Contract Costs	-	-	-	-	186,490	25,666	212,156	212,156	-	-	212,156	
95300	Protective Services - Other	-	-	-	-	-	-	-	-	-	-	-	
95500	Employee Benefit Contributions - Protective Services	-	-	-	-	-	-	-	-	-	-	-	
95000	Total Protective Services	-	-	-	-	186,490	25,666	212,156	-	-	-	212,156	
96110	Property Insurance	760	-	-	-	112,881	14,575	128,216	128,216	3,016	-	131,232	
96120	Liability Insurance	16,649	-	-	-	4,627	5,234	26,510	26,510	-	-	26,510	
96130	Workmens' Compensation	11,098	258	-	137	50,502	7,842	69,837	69,837	-	-	69,837	
96140	All Other Insurance	8,886	-	-	-	24,152	4,718	37,756	37,756	-	-	37,756	
96100	Total Insurance Premiums	37,393	258	-	137	192,162	32,369	262,319	262,319	3,016	-	265,335	
96200	Other General Expenses	69,764	-	-	-	216,186	858	286,808	286,808	130,589	-	417,397	
96210	Compensated Absences	-	-	-	-	-	-	-	-	-	-	-	
96300	Payments in Lieu of Taxes	-	-	-	-	-	-	-	-	-	-	-	
96400	Bad debt - Tenant Rents	-	-	-	-	33,921	632	34,553	34,553	-	-	34,553	
96500	Bad debt - Mortgages	-	-	-	-	-	-	-	-	-	-	-	
96600	Bad debt - Other	-	-	-	-	-	-	-	-	-	-	-	
96800	Severance Expense	-	-	-	-	-	-	-	-	-	-	-	
96000	Total Other General Expenses	69,764	-	-	-	250,107	1,490	321,361	321,361	130,589	-	451,950	
96710	Interest of Mortgage (or Bonds) Payable	-	-	-	-	1,105,925	28,751	1,134,676	1,134,676	-	-	1,134,676	
96720	Interest on Notes Payable (Short and Long Term)	-	-	-	-	-	-	-	-	205,594	-	205,594	
96730	Amortization of Bond Issue Costs	-	-	-	-	-	-	-	-	-	-	-	
96700	Total Interest Expense and Amortization Cost	-	-	-	-	1,105,925	28,751	1,134,676	1,134,676	205,594	-	1,340,270	
96900	Total Operating Expenses	2,300,983	59,601	44,493	22,595	9,157,618	960,084	12,545,374	-	12,545,374	613,657	240	13,159,271
97000	Excess (Deficiency) of Operating Revenue over Operating Expenses	29,850,044	962	182,622	318,905	3,885,140	743,797	34,981,470	(6,823,178)	28,158,292	(326,985)	143,378	27,974,685
97100	Extraordinary Maintenance	-	-	-	-	3,003	-	3,003	3,003	-	-	3,003	
97200	Casualty Losses - Non-capitalized	-	-	-	-	-	-	-	-	-	-	-	
97300	Housing Assistance Payments	29,227,603	-	182,614	335,183	-	-	29,745,400	(6,823,178)	22,922,222	-	22,922,222	
97350	HAP Portability-In	848,739	-	-	-	-	-	848,739	848,739	848,739	-	848,739	
97400	Depreciation Expense	379	-	-	-	1,332,628	235,088	1,568,095	1,568,095	185,125	-	1,753,220	
97500	Fraud Losses	-	-	-	-	-	-	-	-	-	-	-	
97600	Capital Outlays - Governmental Funds	-	-	-	-	-	-	-	-	-	-	-	
97700	Debt Principal Payment - Governmental Funds	-	-	-	-	-	-	-	-	-	-	-	
97800	Dwelling Units Rent Expense	-	-	-	-	-	-	-	-	-	-	-	
90000	Total Expenses	32,377,704	59,601	227,107	357,778	10,493,249	1,195,172	44,710,611	(6,823,178)	37,887,433	798,782	240	38,686,455
10000	Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	(226,677)	962	8	(16,278)	2,549,509	508,709	2,816,233	-	2,816,233	(512,110)	143,378	2,447,501

See accompanying independent auditor's report.

Housing Authority of the City of Alameda  
 Financial Data Schedule  
 Entity-Wide Revenue and Expense Summary  
 June 30, 2019

		Housing Choice Vouchers 14.871	Family Self-Sufficiency Program 14.896	Section 8 Moderate Rehabilitation Single Room Occupancy 14.249	Shelter Plus Care 14.238	State/Local 2	Alameda Affordable Housing Corporation	Subtotal	ELIM	Total	Island City Development	OPEB Trust Fund	Grand Total
10010	Operating Transfer In	-	-	-	-	-	-	-	-	-			-
10020	Operating Transfer Out	-	-	-	-	-	-	-	-	-			-
10030	Operating Transfers from/to Primary Government	-	-	-	-	-	-	-	-	-			-
10040	Operating Transfers from/to Component Unit	-	-	-	-	938,553	(938,553)	-	-	-			-
10050	Proceeds from Notes, Loans and Bonds	-	-	-	-	-	-	-	-	-			-
10060	Proceeds from Property Sales	-	-	-	-	-	-	-	-	-			-
10070	Extraordinary Items, Net Gain/Loss	-	-	-	-	-	-	-	-	-			-
10080	Special Items (Net Gain/Loss)	-	-	-	-	36,197,725	-	36,197,725	-	36,197,725			36,197,725
10091	Inter Project Excess Cash Transfer In	-	-	-	-	-	-	-	-	-			-
10092	Inter Project Excess Cash Transfer Out	-	-	-	-	-	-	-	-	-			-
10093	Transfers between Program and Project - In	-	-	-	-	-	-	-	-	-			-
10094	Transfers between Project and Program - Out	-	-	-	-	-	-	-	-	-			-
10100	Total Other Financing Sources (Uses)	-	-	-	-	37,136,278	(938,553)	36,197,725	-	36,197,725	-	-	36,197,725
11040	Prior Period Adjustments, Equity Transfers and Correction of Errors	-	-	-	-	-	-	-	-	-			-
	Beginning Net Position	(1,942,105)	(26,293)	71,276	92,061	78,158,698	(10,521,727)	65,831,910	-	65,831,910	811,023	1,051,622	67,694,555
	Ending Net Position	\$ (2,168,782)	\$ (25,331)	\$ 71,284	\$ 75,783	\$ 117,844,485	\$ (10,951,571)	\$ 104,845,868	\$ -	\$ 104,845,868	\$ 298,913	#####	\$ 106,339,781

**SINGLE AUDIT SECTION**

*Draft Copy*



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Commissioners  
Housing Authority of the City of Alameda  
Alameda, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of the Housing Authority of the City of Alameda, as of and for the year ended June 30, 2019 and the related notes to the financial statements, which collectively comprise the Housing Authority of the City of Alameda's basic financial statements and have issued our report thereon dated February \_\_, 2020.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Housing Authority of the City of Alameda's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Authority of the City of Alameda's internal control. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority of the City of Alameda's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs, that we consider to be a material weakness (2019-001).

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Housing Authority of the City of Alameda's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **The Housing Authority of the City of Alameda's Response to Finding**

The Housing Authority of the City of Alameda's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Housing Authority of the City of Alameda's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bethesda, Maryland  
February \_\_, 2020

Draft Copy



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE AS REQUIRED BY THE UNIFORM GUIDANCE**

The Board of Commissioners  
Housing Authority of the City of Alameda  
Alameda, California

**Report on Compliance for Each Major Federal Program**

We have audited the Housing Authority of the City of Alameda's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Housing Authority of the City of Alameda's major federal programs for the year ended June 30, 2019. The Housing Authority of the City of Alameda's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of the Housing Authority of the City of Alameda's major federal programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Housing Authority of the City of Alameda's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Housing Authority of the City of Alameda's compliance.



### **Opinion on Each Major Federal Program**

In our opinion, the Housing Authority of the City of Alameda complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

### **Report on Internal Control over Compliance**

Management of the Housing Authority of the City of Alameda is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Housing Authority of the City of Alameda's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority of the City of Alameda's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Bethesda, Maryland  
February \_\_, 2020

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2019**

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>CFDA Number</u>	<u>Pass-through Identification Number</u>	<u>Amount Passed to Subrecipients</u>	<u>Federal Expenditures</u>
<b>U.S. Department of Housing and Urban Development ("HUD"):</b>				
<b>Direct Programs:</b>				
Section 8 Moderate Rehabilitation -				
Single Room Occupancy	14.249	N/A	\$ -	\$ 227,115
Section 8 Housing Choice Vouchers	14.871	N/A	-	31,233,745
Family Self-Sufficiency	14.896	N/A	<u>-</u>	<u>60,030</u>
			-	31,520,890
<b>Pass-through from County of Alameda:</b>				
Shelter Plus Care	14.238	CA0083L9T02710	<u>-</u>	<u>341,464</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<u>\$ -</u>	<u>\$ 31,862,354</u>

Draft Copy

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**JUNE 30, 2019**

1. The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Housing Authority of the City of Alameda (the "Authority") under programs of the federal government for the year ended June 30, 2019. The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Because the schedule presents only a selected portion of the operations of the Authority, it is not intended to, and does not present the financial position, changes in net position, or cash flows of the Authority.
2. The schedule of expenditures of federal awards is presented on the accrual basis of accounting.
3. The Authority did not pass-through any federal awards to subrecipients during the fiscal year ended June 30, 2019.
4. The Authority has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

Draft Copy

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
JUNE 30, 2019**

**Section I: Summary of Auditor's Results**

***Financial Statements***

Type of auditor's report to be issued:	Unmodified
Internal control over financial reporting:	
Material weakness identified?	Yes
Significant deficiencies identified?	None reported
Noncompliance material to the financial statements?	No

**Federal Awards**

Internal control over major federal programs:	
Material weaknesses identified?	No
Significant deficiencies identified?	None reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
Identification of major programs:	
Section 8 Housing Choice Vouchers	CFDA 14.871
Dollar threshold to distinguish between Type A and Type B programs	<u>\$ 955,871</u>
Auditee qualified as low risk auditee?	No

Draft Copy

## SECTION II - FINANCIAL STATEMENT FINDINGS

### Finding 2019-001: Material Weakness

Criteria: In accordance with AU 265 *Communicating Internal Control Related Matters*, when a deficiency or a combination of deficiencies in internal control is identified which indicates that there is a reasonable possibility that a material misstatement of the financial statements will not be presented or detected and corrected on a timely basis, a material weakness should be reported.

Condition: Significant adjustments were required to be made by both the Authority and auditor during the audit to conform the financial statements to generally accepted accounting principles in the United States of America ("U.S. GAAP").

Context: Several adjustments were required to cash and cash equivalents, notes receivable, revenue, and expenses to conform the financial statements to U.S. GAAP.

Effect: Numerous accounts had incorrect balances prior to the start of the audit.

Cause: The Authority underwent significant changes during the fiscal year within its finance department. Accounting personnel charged with recording journal entries into the general ledger prior to the new finance department were either inexperienced or did not understand the effect of the information they were provided. These staff are no longer with the Authority.

Auditor's Recommendations: The Authority should assess staffing needs based on the size and complexity of the Authority and develop a review process over the financial close and reporting process to ensure that it reconciles to supporting documentation and that it is reporting in accordance with U.S. GAAP. We further recommend that the Authority utilize a year-end checklist that would assist in closing the fiscal year timely and accurately.

Views of Responsible Officials: The finance department is fully staffed as of the date of this report. A new director of finance, controller and accounting specialists were hired in late fiscal year 2019. The Authority also has the assistance of a fee accountant to provide guidance and training to the new finance department. In addition to hiring and training new staff, the Authority has taken a number of steps since the last audit to improve journal entry control. Balance sheet analysis approach was implemented at the end of the prior fiscal year. Automated IT Yardi checks continues to be in place for journal entries. The director of finance approves all journal entries not created by the director of finance, and any journal entries prepared by the director of finance will be provided to the executive director for approval.

## SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None noted.

## Housing Authority of the City of Alameda

Year End: June 30, 2019

### Adjusting journal entries

Date: 7/1/2018 To 6/30/2019

Number	Date	Name	Account No	Debit	Credit
AJE-001	6/30/2019	Prior Period Adjustments, Equity Transfers and Cor	11040 SAL		-203,706.00
AJE-001	6/30/2019	Prior Period Adjustments, Equity Transfers and Cor	11040 BCU	327,606.00	
AJE-001	6/30/2019	Administrative Salaries	91100 BCU		-154,161.00
AJE-001	6/30/2019	Office Expenses	91600 BCU		-173,445.00
AJE-001	6/30/2019	Other General Expenses	96200 SAL	203,706.00	
		To incur immaterial prior year costs into the current year			
AJE-002	6/30/2019	Investments - Unrestricted	13100 SAL	3,457,035.00	
AJE-002	6/30/2019	Notes, Loans and Mortgages Receivable - Non-Curren	17100 SAL		-3,400,000.00
AJE-002	6/30/2019	Investment Income - Unrestricted	71100 SAL		-57,035.00
		To Reclassify Camp investments			
FDS-001	6/30/2019	Cash - Unrestricted	11100 SAL		-272,273.00
FDS-001	6/30/2019	Investments - Unrestricted	13100 SAL		-226,458.00
FDS-001	6/30/2019	Inter Program Due From	14400 SAL	498,731.00	
FDS-001	6/30/2019	Other Current Liabilities	34500 HCV	498,731.00	
FDS-001	6/30/2019	Inter Program - Due To	34700 HCV		-498,731.00
		To properly classify negative cash on the FDS for the Voucher Program			
FDS-002	6/30/2019	Accrued Interest Payable	32500 SAL		-1,018,089.00
FDS-002	6/30/2019	Long-term Debt, Net of Current - Capital Projects/	35100 SAL	1,018,089.00	
		To reclass LT debt and accrued interest			
FDS-003	6/30/2019	Net Tenant Rental Revenue	70300 SAL	295,732.00	
FDS-003	6/30/2019	Other Government Grants	70800 SAL		-295,732.00

To reclass vacancy loss out of  
other government grant and into net rental revenue

---

FDS-004	6/30/2019	Operating transfers from/to component unit	10040 SAL		-1,038,553.00
FDS-004	6/30/2019	Operating transfers from/to component unit	10040 SAL	100,000.00	
FDS-004	6/30/2019	Operating transfers from/to component unit	10040 BCU	1,038,553.00	
FDS-004	6/30/2019	Operating transfers from/to component unit	10040 BCU		-100,000.00
FDS-004	6/30/2019	Other Revenue	71500 SAL	1,038,553.00	
FDS-004	6/30/2019	Other Revenue	71500 BCU	100,000.00	
FDS-004	6/30/2019	Other General Expenses	96200 SAL		-100,000.00
FDS-004	6/30/2019	Other General Expenses	96200 BCU		-1,038,553.00

To reclass internal transfers  
between AAHC and AHA out of operating activity

---

FDS-005	6/30/2019	Other Revenue	71500 SAL	451,000.00	
FDS-005	6/30/2019	Other General Expenses	96200 SAL		-451,000.00

To record cash transfer as  
operating transfer rather than revenue and corresponding expense.

FDS-006	6/30/2019	Other Government Grants	70800 SAL		-1,246,529.00
FDS-006	6/30/2019	Other Revenue	71500 SAL	1,246,529.00	

To reclass professional service  
grant revenue from other revenue into other govt grant revenue

FDS-007	6/30/2019	Cash - Unrestricted	11100 HCV		-110,420.00
FDS-007	6/30/2019	Cash - Unrestricted	11100 HCV		-14,583.00
FDS-007	6/30/2019	Cash - Unrestricted	11100 SAL		-451,763.00
FDS-007	6/30/2019	Cash - Unrestricted	11100 BCU	1,840.00	
FDS-007	6/30/2019	Cash - Other Restricted	11300 HCV	110,420.00	
FDS-007	6/30/2019	Cash - Other Restricted	11300 HCV	466,346.00	
FDS-007	6/30/2019	Cash - Tenant Security Deposits	11400 BCU		-1,840.00
FDS-007	6/30/2019	Investments - Unrestricted	13100 SAL	1,365.00	
FDS-007	6/30/2019	Investments - Restricted	13200 SAL		-1,365.00
FDS-007	6/30/2019	Inter Program Due From	14400 SAL	451,763.00	
FDS-007	6/30/2019	Inter Program - Due To	34700 HCV		-451,763.00

To property classify restricted  
cash and cash equivalents.

FDS-008	6/30/2019	Current Portion of Long-term Debt - Capital Projec	34300 SAL		-196,277.00
FDS-008	6/30/2019	Long-term Debt, Net of Current - Capital Projects/	35100 SAL	196,277.00	

To classify current portion of debt

PBC-001	6/30/2019	Cash - Unrestricted	11100 SAL	100,000.00	
PBC-001	6/30/2019	Accounts Receivable - Tenants	12600 SAL		-100,000.00

To recognize the cash withdraw  
from LAIF and deposited into GF accounts for the advancement of funds for A/

PBC-002	6/30/2019	Cash - Unrestricted	11100 SAL		-64.00
PBC-002	6/30/2019	Cash - Unrestricted	11100 SAL	69.00	
PBC-002	6/30/2019	Cash - Unrestricted	11100 SAL	330.00	
PBC-002	6/30/2019	Cash - Unrestricted	11100 SAL	22.00	
PBC-002	6/30/2019	Cash - Unrestricted	11100 SAL	744.00	
PBC-002	6/30/2019	Accounts Receivable - Tenants	12600 SAL	64.00	
PBC-002	6/30/2019	Accounts Receivable - Tenants	12600 SAL		-69.00



PBC-002	6/30/2019	Accounts Receivable - Tenants	12600 SAL		-330.00
PBC-002	6/30/2019	Accounts Receivable - Tenants	12600 SAL		-22.00
PBC-002	6/30/2019	Accounts Receivable - Tenants	12600 SAL		-744.00

To balance cash to bank  
reconciliation due to timing (reversed on 7/1/2019)

PBC-003	6/30/2019	Prepaid Expenses and Other Assets	14200 SAL		-26,938.00
PBC-003	6/30/2019	Prepaid Expenses and Other Assets	14200 SAL		-19,507.00
PBC-003	6/30/2019	Long-term Debt, Net of Current - Capital Projects/	35100 SAL	38,369.00	
PBC-003	6/30/2019	Long-term Debt, Net of Current - Capital Projects/	35100 SAL	27,785.00	
PBC-003	6/30/2019	Liability Insurance	96120 SAL		-11,431.00
PBC-003	6/30/2019	Liability Insurance	96120 SAL		-8,278.00

To reclass expenses to agree to  
year end PNC loan balances.

PBC-004	6/30/2019	Allowance for Doubtful Accounts -Tenants	12610 SAL		-33,921.00
PBC-004	6/30/2019	Allowance for Doubtful Accounts - Tenants	12610 BCU		-632.00
PBC-004	6/30/2019	Bad debt - Tenants	96400 SAL	33,921.00	
PBC-004	6/30/2019	Bad debt - Tenants	96400 BCU	632.00	

To record annual write-off.

PBC-005	6/30/2019	Other Assets	17400 FSS	1,105.00	
PBC-005	6/30/2019	Other Assets	17400 HCV	29,838.00	
PBC-005	6/30/2019	Other Assets	17400 SAL	70,726.00	
PBC-005	6/30/2019	Other Assets	17400 BCU	8,841.00	
PBC-005	6/30/2019	Deferred Outflow of Resources	20000 FSS		-5,668.00
PBC-005	6/30/2019	Deferred Outflow of Resources	20000 HCV		-253,437.00
PBC-005	6/30/2019	Deferred Outflow of Resources	20000 SAL		-432,810.00
PBC-005	6/30/2019	Deferred Outflow of Resources	20000 BCU	125,044.00	
PBC-005	6/30/2019	Accrued Pension and OPEB Liabilities	35700 FSS	3,175.00	
PBC-005	6/30/2019	Accrued Pension and OPEB Liabilities	35700 HCV	179,715.00	
PBC-005	6/30/2019	Accrued Pension and OPEB Liabilities	35700 SAL	184,569.00	
PBC-005	6/30/2019	Accrued Pension and OPEB Liabilities	35700 BCU		-134,140.00
PBC-005	6/30/2019	Deferred Inflow of Resources	40000 FSS	6,058.00	
PBC-005	6/30/2019	Deferred Inflow of Resources	40000 HCV	263,874.00	
PBC-005	6/30/2019	Deferred Inflow of Resources	40000 SAL	457,699.00	
PBC-005	6/30/2019	Deferred Inflow of Resources	40000 BCU		-121,775.00
PBC-005	6/30/2019	Employee Benefit contributions - Administrative	91500 FSS		-4,670.00
PBC-005	6/30/2019	Employee Benefit contributions - Administrative	91500 HCV		-219,990.00
PBC-005	6/30/2019	Employee Benefit contributions - Administrative	91500 SAL		-218,544.00
PBC-005	6/30/2019	Employee Benefit contributions - Administrative	91500 BCU	71,998.00	
PBC-005	6/30/2019	Employee Benefit Contributions - Tenant Services	92300 SAL		-14,009.00

PBC-005	6/30/2019	Employee Benefit Contributions - Tenant Services	92300 BCU	12,203.00	
PBC-005	6/30/2019	Employee Benefit Contributions - Ordinary Maintena	94500 SAL		-47,631.00
PBC-005	6/30/2019	Employee Benefit Contributions - Ordinary Maintena	94500 BCU	37,829.00	

To adjust pension and opeb related  
balances to reflect latest actuarial valuation

---

PBC-006	6/30/2019	Accounts Receivable - Miscellaneous	12500 SAL	42,337.00	
PBC-006	6/30/2019	Other Revenue	71500 SAL		-42,337.00

To recognize 10% of developer fee  
earned from LIHTC partnerships (pursuant to agreement between ICD and AH)

---

**13,199,223.00    -13,199,223.00**

---

**Net Income (Loss)**

---

1/20/2020

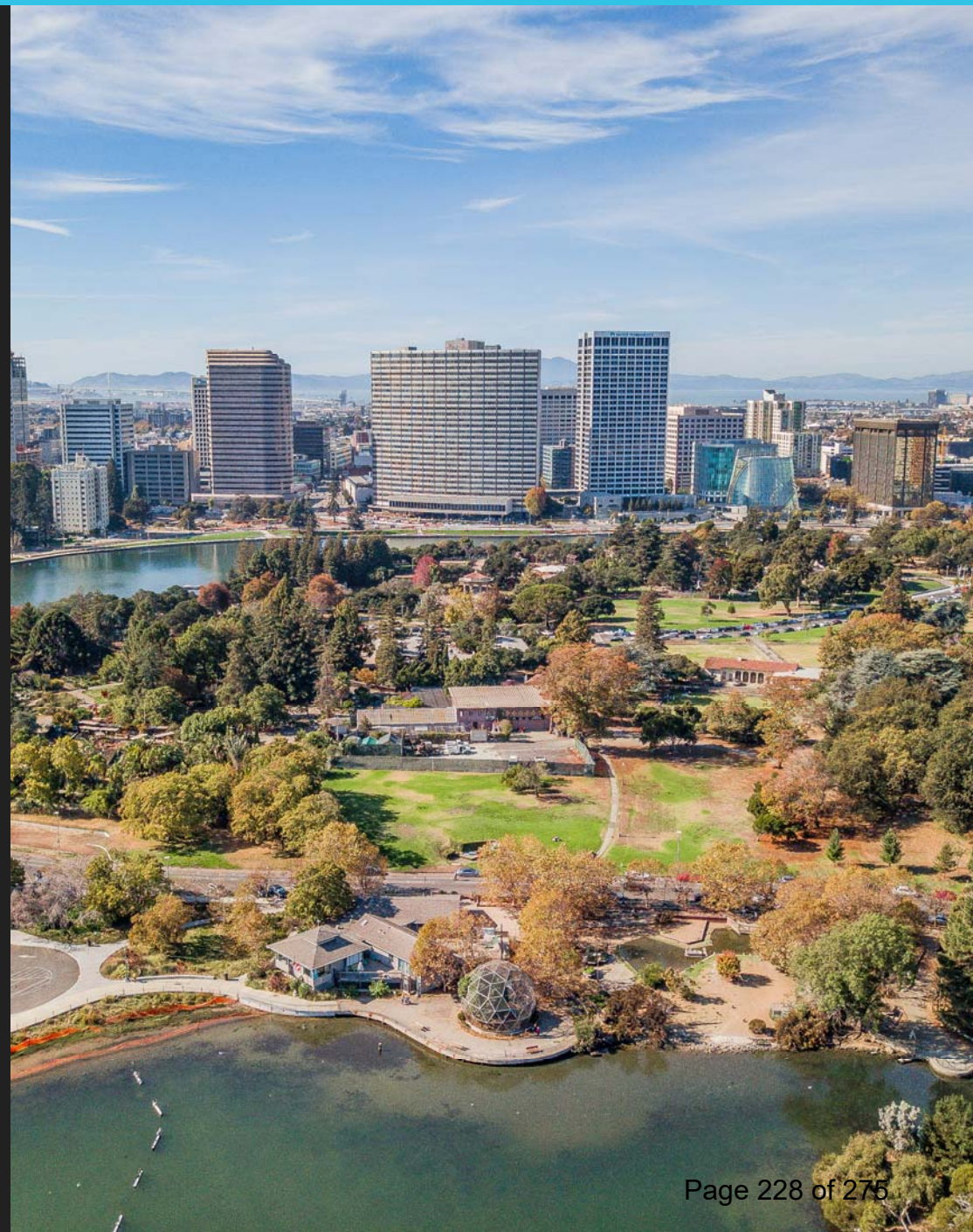
9:09 PM

 **J. Michael Stephens**  
Partner  
2 Bethesda Metro  
Center, 11<sup>th</sup> Floor  
Bethesda, Maryland  
20814  
TEL: 301.654.9000  
E : mstephens@citrincooperman.com

CITRIN COOPERMAN'S Presentation of  
**ALAMEDA HOUSING  
AUTHORITY AUDIT  
FOR THE YEAR ENDED  
JUNE 30, 2019**

---

Board  
Presentation –  
March 18, 2020



MEETING AGENDA

PAGE 3 ● Engagement Team

PAGE 4 ● Engagement Scope

PAGE 5 ● Audit Status

PAGE 6 ● Review of Financial Statements  
and related Reports

PAGE 11 ● Required Communications to the  
Board – SAS 114

PAGE 15 ● Questions





# Engagement Team

J. Michael Stephens, Engagement Partner

Ben Karlin, Manager

George Koutris and Steven Kessler, Staff



# Engagement Scope

---

Audit of Alameda Housing Authority

Audit of Component Units

Single Audit in Accordance with Uniform  
Guidance

Submission to REAC/HUD

Submission to Federal Audit Clearinghouse



## Audit Status

---

Presentation of Draft Reports today (No Expected Changes)

Finalize with Acceptance of Board

Submission to REAC by 3/31/2020 but Expectation We Will Submit Upon Acceptance Tonight

Submission to Federal Audit Clearinghouse by 3/31/2020





# Review of Financial Statements and Related Reports

---



- Financial Statements
  - Unmodified opinion on Financial Statements
  - No Significant Changes in Disclosures In Current Year
  - Net Position increased \$39.0 Million for the year ended June 30, 2019
  - Assets increased \$37.6 Million primarily due to increases in capital assets (\$37.7MM) due to contribution of land (North Housing) with immaterial overall net change in other categories which include increases in cash (\$436K) receivables (\$885K), and net OPEB asset (\$111K) offset by decreases in notes receivable (\$928K) and deferred outflows (\$1.0MM)



# Review of Financial Statements and Related Reports

---



- Liabilities decreased \$1.4MM primarily due to increases in accounts payable (\$357K) and security deposits (\$133K), offset by decreases in notes payable \$(1.1MM), net pension liability (\$318K) and deferred inflows (\$606K)
- Net Position increased \$39.0MM primarily due to the land contribution (North Housing) of \$36.2MM and income from operating activity of \$2.8MM. This compares to a change in net position of \$3.3MM in FY2018
- Changes in components of net position consisted of an increase in invested in capital assets of \$38.7MM (mostly from land contribution), an increase in restricted net assets of \$535K, and a decrease in unrestricted of \$250K
- HAP Revenue and Expenses are eliminated for AHA owned properties

# Review of Financial Statements and Related Reports

---



- Total revenues increased \$36.5MM primarily due to the land contribution (\$36.2MM) and an increase in grants income (\$2.9MM) and interest income (\$185K) offset by decreases in other revenue (\$2.7MM)
- Total expenses increased \$706.4K primarily due to increases in Housing Assistance Payments (\$981K), general (\$255K), and tenant services (related to **relocation costs**) (\$131K), offset by decreases in administration (\$394K) and maintenance (\$269K)
- Most disclosures are consistent with prior years as the Authority was not impacted by any new accounting pronouncements in the current year

# Review of Financial Statements and Related Reports

---



## Single Audit

- Unmodified Opinion on single audit compliance (we do not opine on internal controls)
- Report on Internal Control has one finding related to adjusting entries required. Repeat from prior year (See Response on Next Slide)
- Report on Compliance has no findings reported which is consistent with prior years
- Tested Housing Choice Voucher Program as Major Program in current year

# Review of Financial Statements and Related Reports

---



## Single Audit Finding Response from Management

The finance department is fully staffed as of the date of this report. A new director of finance, controller and accounting specialists were hired in late fiscal year 2019. The Authority also has the assistance of a fee accountant to provide guidance and training to the new finance department. In addition to hiring and training new staff, the Authority has taken a number of steps since the last audit to improve journal entry control. Balance sheet analysis approach was implemented at the end of the prior fiscal year. Automated IT Yardi checks continues to be in place for journal entries. The director of finance approves all journal entries not created by the director of finance, and any journal entries prepared by the director of finance will be provided to the executive director for approval.



# REQUIRED COMMUNICATIONS TO THE BOARD

## Communications Required Under SAS 114

- Auditor responsibilities under generally accepted auditing standards
- Scope and timing of audit
- Other findings from audit
  - Interfund transfers
  - Formal policy for A/R allowance





## Required Communications to the Board

### Communications Required Under SAS 114

---

- Qualitative aspects of significant accounting policies
- Accounting estimates include allowance for doubtful accounts and depreciation
- Significance of financial statements disclosures
- Significant difficulties encountered during the audit
- Corrected and uncorrected misstatements
  - Corrected misstatements related to equity, cash, revenue, pension, and OPEB



## Required Communications to the Board

### Communications Required Under SAS 114

---

- Uncorrected misstatements related to
  - Uncorrected misstatements related to investment income and amortization
- There were no disagreements with management
- There were no management consultations with other accountants
- No significant issues discussed with management
- Independence
- Management representations

# WHO WE ARE

## ABOUT CITRIN COOPERMAN



### LOCATIONS:

#### United States:

- Norwalk, CT
- Bethesda, MD
- Braintree, MA
- Woburn, MA
- Livingston, NJ
- Melville, NY
- New York, NY
- White Plains, NY
- Providence, RI
- Philadelphia, PA
- Tysons, VA

#### International:

- London, England
- Ahmedabad, India
- Cayman Islands



MORE THAN

# 1000

PARTNERS AND STAFF



### ACCOLADES

Best Accounting Firms to Work For - **Accounting Today**

Best Places to Work in CT - **Hartford Business Journal**

9th Largest Accounting Firm in the NY Metro Area - **Crain's New York Business**

Best Places to Work in PA - **Central Penn Business Journal**

Best Places to Work in NJ - **NJBIZ**

About Citrin Cooperman: Citrin Cooperman is among the largest, full-service assurance, tax, and business advisory firms in the United States, having steadily built its business serving a diverse and loyal clientele since 1979. Our daily mission is to help our clients “focus on what counts.” Rooted in our core values, we provide a comprehensive, integrated business approach to traditional services, which includes proactive insights throughout the lifecycle of our clients wherever they do business, across the globe. Citrin Cooperman is an independent firm associated with Moore Stephens International Limited.

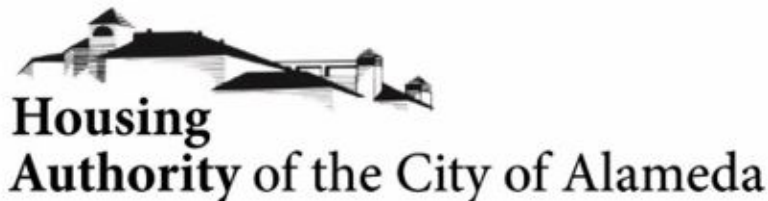


 **J. Michael Stephens**  
Partner  
2 Bethesda Metro  
Center, 11<sup>th</sup> Floor  
Bethesda, Maryland  
20814  
TEL: 301.654.9000  
E : mstephens@citrincooperman.com

QUESTIONS?

THANK YOU!





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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Danielle Thoe, Management Analyst

Date: March 18, 2020

Re: Accept the Monthly Development Report for North Housing; Approve a \$130,000 Loan Amendment to Island City Development for Predevelopment at the North Housing Site; and Authorize Executive Director, or Designee, to Negotiate and Execute the Loan Documents

---

### **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 submitted the Development Plan and Tentative Map to the City on February 24, 2020. The application documents will be reviewed by all applicable City departments. Feedback is anticipated in late March or early April. Once that feedback is provided, staff will have a better understanding of any necessary updates to the project and the timing of the Planning Board hearing in April.

Staff continue to work with the Partners at APC and Building Futures to discuss updates to the MOU. At the January 2020 meeting, the APC and Building Futures expressed their desire to review the current MOU with their legal counsel before meeting again. The Partners have not had a chance to do this and AHA staff are on hold until the Partners agree to meet.



The 12-acre site is now vacant, fully fenced, all five fence gates have locks on them, regular mowing has begun, and the buildings are boarded. This baseline assists security personnel in more readily identifying issues on their patrols.

Carmel Partners, the project manager for demolition and abatement of the remaining 16 buildings, solicited for demolition contractors. Five bidders attended the on-site pre-bid conference and two complete bid packages were received. Bids were opened on Tuesday, March 10th at Carmel's Office. Bidders provided a base bid treating the entirety of the buildings as general construction debris and an alternate bid treating portions of the building drywall as Asbestos Containing Material (ACM). The studies staff has done to date show low levels of asbestos in the texture on the drywall, but a more precise test is needed to determine how this material can be handled. CVE Contracting Inc. appears to be the lowest complete qualified bidder and as Project Manager, Carmel Partners is completing due diligence before moving forward with the firm. Should this result in CVE being disqualified, staff will return to the board before contracting with the other bidder.

<b>CVE Contracting - Bid Type</b>	<b>Base Bid</b>	<b>ACM Alternate Add'l</b>	<b>Bid Total</b>	<b>10% Owner's Contingency</b>	<b>Carmel's PM Fee</b>	<b>TOTAL</b>
CVE - Base Bid	\$ 1,110,728	\$ -	\$ 1,110,728	\$ 111,073	\$ 144,049	\$ 1,365,850
CVE - Base + ACM Alternate Bid	\$ 1,110,728	\$ 1,149,000	\$ 2,259,728	\$ 225,973	\$ 144,049	\$ 2,629,750

With demolition bids obtained, the higher ACM bid is \$130,000 greater than the previous estimated demolition cost. Thus, staff seek an additional \$130,000 predevelopment loan. This additional loan will be utilized if staff need to move forward with the more expensive alternate bid option. Further details are discussed below.

**FINANCIAL IMPACT**

In total, the Board authorized a predevelopment loan of \$3,700,000 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 February 2020.

North Housing

Pre-development Loan from AHA	\$ 3,700,000
12 Acre Site Pre-Development	\$ 445,607
First Building Pre-Development	\$ 9,710
Balance	\$ 3,244,322

North Housing Carrying Costs	\$ 173,744
------------------------------	------------





In October 2017, the Board approved a \$300,000 pre-development loan to the North Housing project. A \$3.4 Million loan amendment followed in October 2018, including \$2.5 Million budgeted for demolition of the dilapidated former military housing on the site, for the total \$3.7M loan. The project currently has committed pre-development contracts of approximately \$820,000, including the recently approved contract with Carmel Partners for project management services of building demolition and abatement.

CVE Contracting's base demolition bid proposal plus owner's contingency and Carmel Partner's fee totals \$1,365,850 while their alternate bid is \$2,629,750. Staff seek additional predevelopment loan funding of \$130,000 to cover the maximum potential demolition costs. Approval of this additional loan now will allow staff and Carmel Partners to move forward quickly with demolition contracting. If the funds are not needed for demolition, staff will return to both the AHA Board and ICD Board to formally reallocate the funds to predevelopment costs of the permanent supportive housing (PSH) building.

Below is the updated budget and comparison to the approved October 2018 budget reflecting both the demolition bid and updates to the non-demolition budget.

<b>Budget Line Item</b>	<b>Oct 2018 Budget</b>	<b>March 2020 Budget</b>
Development Consultant	150,000	150,000
Initial Site Planning Services	150,000	180,000
Architecture and Engineering	350,000	350,000
Environmental Consulting	200,000	200,000
Legal Services	50,000	166,000
Reports and Studies (appraisal, market, etc)	50,000	50,000
Fencing and Security*	75,000	0
Pollution Liability and Other Insurance	100,000	30,000
Website Services	3,000	2,000
City and Utility Fees	72,000	72,000
SUBTOTAL	1,200,000	1,200,000
Demolition (16 buildings), Disposal and Monitoring	2,500,000	2,630,000
GRAND TOTAL	\$3,700,000	\$3,830,000

\* Fencing and Security is moved to a carrying cost under the North Housing operating budget

While some non-demolition predevelopment costs have increased or decreased in certain areas, the total non-demolition predevelopment budget remains unchanged at \$1,200,000. Budget reductions include changing fencing and security costs from pre-development to be paid as project carrying costs and pollution liability insurance has been significantly less expensive than budgeted. The project has encountered additional costs in site planning services, legal services related to the utilization of Government Code Section 65913.4 (SB 35), and the increased demolition costs.



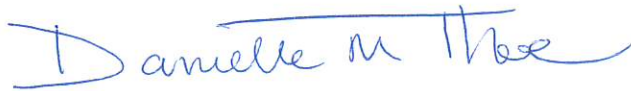
Honorable Chair and  
Members of the Board of Commissioners

Page 246  
March 18, 2020  
Page 4 of 4

**RECOMMENDATION**

Accept the Monthly Development Report for North Housing; approve a \$130,000 Loan Amendment to Island City Development for predevelopment at the North Housing Site; and authorize Executive Director, or Designee, to negotiate and execute the Loan Documents.

Respectfully submitted,



Danielle Thoe  
Management Analyst





# Housing Authority of the City of Alameda

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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Danielle Thoe, Management Analyst

Date: March 18, 2020

Re: Adopt a Resolution Authorizing Submission of Funding Applications for the North Housing Project

---

## **BACKGROUND**

The North Housing Project is the redevelopment of approximately 12 acres of land at the former Alameda Naval Air Station (NAS Alameda) 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. For additional information please see this month's Development Report or visit [www.northhousing.org](http://www.northhousing.org).

## **DISCUSSION**

This project will be developed by Island City Development. Staff submitted the project's Development Plan and Tentative Map to the City on February 24, 2020. With these site planning elements moving forward, staff continue to move forward with other elements of the project, the scope of which includes: demolition of existing military housing structure, construction of internal infrastructure including streets, and development of up to 580 units of mixed-income affordable housing.

The multiple phases of this project will use a number of funding sources over the life of the project. Staff continue to work with our partners and consultants to develop financing plans for the many elements of the project. Potential sources include, but are not limited to, Low-Income Housing Tax Credits, Alameda County Homelessness funds, federal HOME and CDBG funds, AUSD Pass Through Funds, No Place Like Home, Federal Home Loan Bank Affordable Housing Program funds, State of California Housing and Community Development Department Infill Infrastructure Grant, and EPA Brownfields Grant. In anticipation of multiple funding applications, staff have prepared an Authorizing Resolution for these potential funding applications rather than having to return to the Board for individual authorizations.

Staff will continue to provide a monthly update to the Board on North Housing including any funding application statuses.



Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 2 of 2

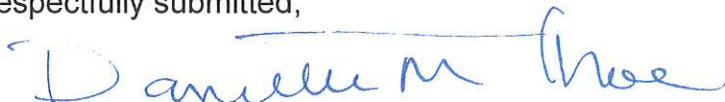
**FINANCIAL IMPACT**

Successful funding applications will support the reduction of AHA funds used during the North Housing project.

**RECOMMENDATION**

Adopt a Resolution Authorizing Submission of Funding Applications for the North Housing Project.

Respectfully submitted,



Danielle Thoe  
Management Analyst

Attachment: Authorizing Resolution

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

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

AUTHORIZE THE SUBMITTAL OF LOCAL, REGIONAL, STATE, AND FEDERAL FUNDING APPLICATIONS FOR THE NORTH HOUSING PROJECTS AND THE EXECUTION OF AGREEMENTS AND DOCUMENTS FOR AWARDED FUNDING AND ANY AMENDMENTS THERETO.

**WHEREAS**, the Housing Authority owns real property at 501 Mosley Ave. Alameda, CA 94501 - commonly known as North Housing (the Property); and

**WHEREAS**, the Board of Commissioners of the Housing Authority thinks it is in the best interest of the agency, the Property, and the community to redevelop the Property and build new efficient, safe, and accessible units on the site; and

**WHEREAS**, the Housing Authority is authorized to do business in the State of California and is empowered to enter into an obligation to receive local, regional, state, and federal funds for the acquisition, construction, rehabilitation, or preservation of affordable multifamily rental housing, including but not limited to Low-Income Housing Tax Credits, Alameda County funds, HOME and CDBG funds, AUSD Pass Through Funds, No Place Like Home, State HCD Program funds, Tax-Exempt Bonds, and Federal Home Loan Bank Affordable Housing Program funds, (collectively the Funding).

**NOW, THEREFORE, IT IS RESOLVED:** That the Housing Authority is hereby authorized to prepare and submit applications for Funding for the redevelopment of the Property; and

**RESOLVED FURTHER:** If the application is approved, the Housing Authority or its affiliated development entity is hereby authorized to incur an obligation for the Funding and to enter into, execute, and deliver, a loan agreement, and any and all other related documents including but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement and certain other documents that may be required by the lender as security for, evidence of or pertaining to the loan, and all amendments thereto (collectively, the Loan Documents); and

**RESOLVED FURTHER:** That Vanessa Cooper as the Executive Director or her written designee are each separate, individually, and independently hereby authorized to execute: an application for the Funding, the Loan Documents, and any amendment or modifications thereto, on behalf of the Housing Authority; and

**RESOLVED FURTHER:** That this Resolution shall take effect immediately upon its passage.



ATTEST:

---

Vanessa M. Cooper  
Executive Director/Secretary

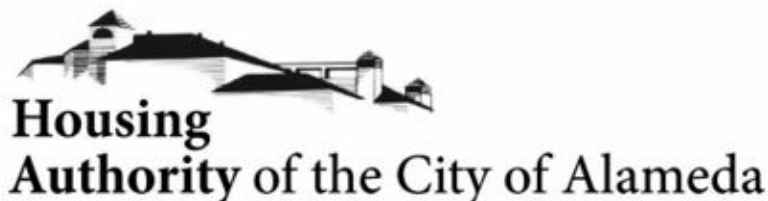
---

Art Kurrasch, Chair  
Board of Commissioners

**Adopted:**

---

Date



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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: March 18, 2020

Re: Accept the Monthly Development Report for Rosefield Village and Approve a \$500,000 Loan Amendment to Island City Development for Predevelopment Work at Rosefield Village and Authorize Executive Director or designee to Negotiate and Execute the Loan Documents

---

## **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 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 Avenue. ICD is the developer. The overall project scope includes both, rehabilitation of existing structures and construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry, property management offices, social service coordination offices, a community room, and central courtyard with play structures. Twelve existing units, in five buildings, on the east and west sides of the new building will be renovated, and one house will be converted into a duplex. Please see previous monthly board reports for project details prior to this month's update.

## **DISCUSSION**

AHA continues to work with Paragon Partners to find alternate permanent housing for remaining residents. An update on the relocation status through February 29, 2020 is below:

<b>Total Units</b>	<b>Vacant Units</b>	<b>Moves Completed</b>	<b>Currently Occupied</b>	<b>Remaining Units to Permanently Relocate</b>	<b>Remaining Units to Temporarily Relocate</b>
53	46	28	7	1	5 +1 manager



Rosefield received both a preliminary reservation of Low-Income Housing Tax Credits from the California Tax Credit Allocation Committee and a tax-exempt bond allocation from the California Debt Limit Allocation Committee on February 18, 2020. A Request for Proposals for Debt and Equity was released on January 29, 2020 and due March 4, 2020. Staff are reviewing the proposals with the financial consultant and legal counsel. The Request for Qualifications for a General Contractor was released on March 4, 2020.

Now that the financing awards are complete, there is a clear path forward to start construction. The construction loan closing is currently targeted for June 2020. Given this, staff reviewed the predevelopment costs and estimated that additional \$500,000 of predevelopment funds are needed to get to the construction loan closing in June. The additional funds are related to permit fees, relocation, and financing fees to secure tax credits, bonds, and due diligence with debt and equity partners.

### **FINANCIAL IMPACT**

The Board of Commissioners has previously authorized a \$2 Million loan to Island City Development for pre-development expenses.

The chart below summarizes expenses through February 2020.

#### Rosefield Village

Pre-development Loan from AHA	\$	2,000,000
Usage through February 2020	\$	1,993,065
Balance	\$	6,935

Below is the updated predevelopment budget for Rosefield Village:

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

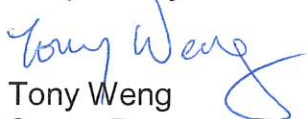
The updated predevelopment budget discussed above does not affect the overall project financial feasibility. The increased predevelopment loan represents the timing of the project costs and does not affect the overall project financial feasibility.



**RECOMMENDATION**

Accept the Monthly Development Report for Rosefield Village and approve a \$500,000 Loan Amendment to Island City Development for predevelopment work at Rosefield Village and authorize Executive Director or designee to negotiate and execute the loan documents.

Respectfully submitted,



Tony Weng  
Senior Project Manager





# Housing Authority of the City of Alameda

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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: March 18, 2020

Re: Report to the Board of Commissioners on the Compensation Study of Non-Exempt Positions and Adopt the Corresponding Resolution to Adopt a Revised Pay Schedule

---

## **BACKGROUND**

The Housing Authority periodically completes compensation studies to ensure it remains competitive in the marketplace. Following separation from the City of Alameda in 2012, Koff and Associates, a human resources consulting firm, was engaged to perform an initial classification and compensation study of all current and proposed positions, resulting in new job descriptions, and a salary schedule and schedule of authorized positions that were approved retroactive to January 1, 2013. A second compensation study was completed of all positions in 2016, also by Koff; that study resulted in a wage change for one position, which was subsequently incorporated into the schedule of authorized positions in January 2017. Additionally, limited scope studies have been completed periodically as new positions have been developed or there is indication from the market that certain positions need to be re-benchmarked to remain competitive for recruitment and/or retention purposes.

In late 2018, Ralph Andersen & Associates, a human resources consulting firm with expertise in conducting public sector compensation studies, was engaged to complete a compensation (salary and benefits) study for the Director level positions. The results of that study were presented to the Board of Commissioners in February 2019, and a revised pay schedule was subsequently approved and implemented. A subsequent study of remaining exempt positions was presented to the Board in November 2019, and the revised pay schedule was also subsequently approved and implemented.

The final phase of the compensation study focused on positions classified as non-exempt; the results of that study are presented here. Ralph Andersen & Associates was also engaged to complete this study.



**DISCUSSION**

It is prudent to review compensation levels every three to four years, dependent on market conditions. Compensation plans should ensure that salaries/benefits remain competitive in the marketplace and support the Agency in attracting and retaining well-qualified employees, as well as providing a defensible and rational basis for compensating employees that is consistent with public practices. Similar to the two prior studies, this compensation study included a review and analysis of both salary and benefits data. Past studies found that while AHA salaries were generally at market levels, benefits lag behind. This was also true for the non-exempt positions, primarily due to other agencies offering more robust retirement formulas, contributions, or post-employment health benefits. Additionally, the majority of public agencies participate in social security, while AHA does not.

The same methodology used for the exempt studies was employed for the current study. Twelve public agencies were identified to participate in the survey. Comparable positions at each agency were identified using criteria such as core functional duties, education/skills requirements, level of duties, and the scope of supervisory and management duties. All identified agencies participated, though it is noted that not all positions had positions of comparable class in all agencies. Data was collected from the comparator agencies on monthly base salaries as well as other cash supplements and the full range of benefits provided to employees. For this study, data was adjusted to a 40-hour workweek equivalent to adjust for variation in monthly pay levels based on various schedules (i.e., 37.5-hour vs 40-hour workweeks).

The same agencies were used in the compensation survey that were used in the exempt surveys, as follows:

Oakland Housing Authority	City of Alameda
City of San Mateo	City of Oakland
San Francisco Housing Authority	City of San Francisco
Santa Clara Housing Authority	City of San Jose
Contra Costa Housing Authority	San Mateo County
Alameda County	Alameda County Housing Authority

Total compensation (salaries and benefits) data was gathered from the comparator agencies and analyzed by the consultant against various percentile levels, rather than against mean (average) levels which is not recommended for data sets of less than thirty agencies. Three levels of percentiles were reviewed and presented in the report:

1. Median (50<sup>th</sup> percentile), which reflects a ranking of the data at the middle of the data set; half of the data is above the median and half is below
2. 60<sup>th</sup> percentile, which reflects a ranking level where 60% of the data set is below the data point, and 40% is above the data point



3. 75<sup>th</sup> percentile, which reflects a ranking level where 75% of the data set is below the data point, and 25% is above the data point

All positions, with the exception of the Accounting Specialist positions, were found to be below the average at the 50<sup>th</sup> percentile (median), which was the level of comparison adopted by the Board in approving the wage range placement and corresponding Pay Schedule for exempt positions.

Exhibit 1 contains the recommended placement for each position at the 50<sup>th</sup> percentile level in AHA's salary schedule, which shows all ranges currently available, whether or not any positions are currently assigned to a specific level. Recommended salary ranges for individual positions are based on a combination of market data and an analysis of internal relationships, including ensuring a minimum of a 10-15% differential between supervisor and subordinate classes. In the case of the Accounting Specialist, this position was benchmarked to the Housing Specialist I level. Management recommends this placement for internal equity purposes, to allow for retention of existing staff, and to provide for a more competitive salary for any future recruitments that may be necessary.

Management further recommends that the salary levels of individual existing non-exempt staff be adjusted to the new wage range at the beginning of the next pay period (March 29, 2020), but that those adjustments be made to a step in the new range that ensures a minimum of a 5% increase to current salary, rather than moving staff to the same step on the new range that they hold in the current range. This was the approach utilized for implementation of the prior studies, and allows for more moderate increases at the present time, while allowing for salary growth in the wage range over the next several years for staff not yet at the top step in their assigned range who perform satisfactorily.

A copy of the Compensation Report may be requested if more in-depth information is desired. Paper copies of the Report will also be available at the March 18, 2020 Board of Commissioners meeting.

### **FISCAL IMPACT**

The cost to grant the recommended changes to existing non-exempt salaries is approximately \$27,780 for the balance of the current fiscal year, including AHA's pension contributions. Additionally, the non-exempt position currently open (Rent Program Specialist) will be hired at a step in the assigned wage range identified in the study.

Due to unfilled positions during the FY 2019-2020 these increases are expected to be met within the overall salary budget for AHA for this fiscal year. If adopted, the new wage ranges assigned to the impacted positions will be incorporated into the next fiscal year's budget.



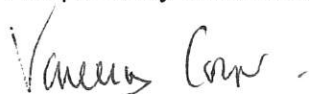
Honorable Chair and  
Members of the Board of Commissioners

March 18, 2020  
Page 4 of 4

**RECOMMENDATION**

That the Board review the Compensation Study of Non-Exempt Positions and adopt the corresponding resolution to adopt a revised pay schedule.

Respectfully submitted,



Janet Basta  
Director of Human Resources and Operations

JCB

Attachments:

Exhibit 1: Summary total compensation tables of benchmark classes set to market median (50<sup>th</sup> percentile)

Exhibit 2: Pay Schedule for FY 2019-2020 reflecting changes effective 3.29.2020

Exhibit 3: Resolution





**Alameda City Housing Authority**  
**Salary Recommendations; Market Benchmarking**  
**Benchmark Classes set to Market Median (50th Percentile)**  
**Total Compensation Market Deviation; Data Adjusted to 40 Hour Equivalent**

Line	Classification Job Title	Range	Current Range Max	Market Deviation	Recomm. Range	Recomm. Max.	Percent Change	Internal Alignment/Salary Setting Rationale
1	Accounting Officer	28	\$ 8,724	-0.7%	28	\$8,724	0.0%	Benchmark; set to market
2	Accounting Specialist	15	\$ 6,355		18	\$6,836	7.6%	Benchmark; set to market; same as Housing Specialist I
3								
4	Executive Assistant	22	\$ 7,537	-7.3%	25	\$8,111	7.6%	Benchmark; set to market
5	Housing Assistant	8	\$ 5,355	-3.9%	10	\$5,624	5.0%	Benchmark; set to market
6								
7	Housing Specialist III	24	\$ 7,913		26	\$8,309	5.0%	Approx. 10% above Housing Specialist II
8	Housing Specialist II	18	\$ 6,836	-11.3%	22	\$7,537	10.3%	Benchmark; set to market
9	Housing Specialist I	14	\$ 6,200		18	\$6,836	10.3%	Approx. 10% below Housing Specialist II
10								
11	Maintenance Specialist	18	\$ 6,836		20	\$7,177	5.0%	Approx. 5% below Maintenance Technician II
12	Maintenance Technician II	20	\$ 7,177	-4.5%	22	\$7,537	5.0%	Benchmark; set to market
13	Maintenance Technician I	14	\$ 6,200		16	\$6,509	5.0%	Approx. 15% below Maintenance Technician II
14								
15	Program Assistant	12	\$ 5,905	-4.7%	14	\$6,200	5.0%	Benchmark; set to market
16								
17	Rent Stabilization Program Specialist	18	\$ 6,836		22	\$7,537	10.3%	Same as Housing Specialist II
18								

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
PAY SCHEDULE FY 2019-2020 eff. 3/29/2020 (based on 3.2% COLA)**

Exhibit 2

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 Stabilization Program Specialist	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 Property Operations	50	7/1/2019	\$ 12,276	\$ 12,890	\$ 13,534	\$ 14,211	\$ 14,921
Director of 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 and Community Development	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	7/1/2019	\$ 13.93/hour	\$ 18.58/hour			
Assistant Resident Manager***	N/A	7/1/2019	\$ 13.93/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 2019-2020

**WHEREAS**, the Housing Authority of the City of Alameda conducts periodic compensation studies to ensure a competitive compensation (salary and benefits) package; and

**WHEREAS**, the Housing Authority of the City of Alameda conducted a 2020 compensation study of non-exempt positions which resulted in recommended revisions to wage ranges assigned to positions;

**NOW, THEREFORE, BE IT RESOLVED**, that effective March 29, 2020, the Housing Authority will adopt the revised Pay Schedule for Fiscal Year 2019-2020.

ATTEST:

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

\_\_\_\_\_  
Arthur Kurrasch, Chair  
Board of Commissioners

Adopted: \_\_\_\_\_



# Housing Authority of the City of Alameda

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

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa M. Cooper, Executive Director

Date: March 18, 2020

Re: Adopt a Resolution Making Minor Changes to the Bylaws of the Housing Authority of the City of Alameda Including an Amendment to the Time Allowed for Public Speaking from 5 Minutes to 3 Minutes Per Speaker Per Item

---

## **BACKGROUND**

The Bylaws were last changed in 2012 with the separation of the Housing Authority from the City of Alameda. The Bylaws have been reviewed by General Counsel and a number of minor changes for clarification purposes have been added. The primary change is to amend the time allowed for public speaking from 5 minutes to 3 minutes per speaker per item. This is in line with other public bodies such as the City of Alameda.

## **FINANCIAL IMPACT**

None.

## **RECOMMENDATION**

Adopt a Resolution making minor changes to the Bylaws of the Housing Authority of the City of Alameda including an amendment to the time allowed for public speaking from 5 minutes to 3 minutes per speaker per item.

Respectfully submitted,

Vanessa M. Cooper  
Executive Director

Attachment:

1. Resolution Approving and Adopting Amended AHA Rules and Procedures
2. Redline Version of the Rules and Procedures (By-Laws) of the Housing Authority of the City of Alameda, California



**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
AMENDING THE RULES AND PROCEDURES (BYLAWS) OF THE HOUSING  
AUTHORITY OF CITY OF ALAMEDA, CALIFORNIA**

**WHEREAS**, pursuant to Health and Section Code Section 34240 et. seq., the City Council of the City of Alameda formed the Housing Authority of the City of Alameda, a public body corporate and politic ("Housing Authority");

**WHEREAS**, the Housing Authority adopted the Rules and Procedures (Bylaws) of the Housing Authority of the City of Alameda in \_\_\_\_\_, which were last amended on \_\_\_\_\_ by Resolution No. \_\_\_\_\_ ("Bylaws");

**WHEREAS**, pursuant to Article III, Section 2 and Article VI, Section 1. of the Bylaws, two-thirds of the Board of Commissioners must vote to approve any proposed amendments to the Bylaws by resolution;

**WHEREAS**, the Board of Commissioners desire to make certain amendments to the Bylaws as set forth in the form of Rules and Procedures (Bylaws) of the Housing Authority of the City of Alameda, California, attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the Board of Commissioners deem it to be in the best interest of the Housing Authority to amend the Bylaws of the Housing Authority as set forth in the form of Rules and Procedures (Bylaws) of the Housing Authority of the City of Alameda, California, attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, in a regular meeting assembled on March 18, 2020 as follows:

1. The above recitals are true and correct, and together with the staff report, form the basis for the Board of Commissioners' actions as set forth in this Resolution.
2. The amendment to the Bylaws, as set forth in the form of Rules and Procedures (Bylaws) of the Housing Authority of the City of Alameda, California, attached hereto as Exhibit A and incorporated into this Resolution, are hereby adopted.
3. The Chair of the Board of Commissioners and/or the Secretary of the Housing Authority, acting alone, or together to the extent required, on behalf of the Housing Authority, will be authorized and directed to execute any and all necessary documents, including, but not limited

to, amended bylaws, and any and all other types of agreements or documents necessary to amend the bylaws of the Housing Authority.

4. This Resolution shall take effect immediately.

**APPROVED AS TO FORM  
AND LEGALITY:**

**REVIEWED BY:**

\_\_\_\_\_  
Jhaila R. Brown,  
Goldfarb & Lipman LLP,  
General Counsel

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

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

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

ADOPTED, SIGNED AND APPROVED this 18th day of March 2020, by the Board of Commissioners of the Housing Authority of the City of Alameda.

BY: \_\_\_\_\_  
Chairman of the Board

ATTEST:

BY: \_\_\_\_\_

CERTIFICATE OF SECRETARY

I, the undersigned, certify that the foregoing is a true copy of the Resolution adopted by a super-majority vote of the Board of Commissioners (the "Board") of the Housing Authority of City of Alameda at a meeting of the Board held on the date of this Resolution, and that the Resolution is in full force and effect.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**EXHIBIT A**

**RULES AND PROCEDURES (BYLAWS) OF THE HOUSING AUTHORITY OF  
THE CITY OF ALAMEDA, CALIFORNIA**

(behind this page)

**FINAL BY-LAWS  
WILL BE ADDED  
ONCE APPROVED**



**RULES AND PROCEDURES**  
**(BY-LAWS)**  
**OF THE**  
**HOUSING AUTHORITY OF THE CITY OF ALAMEDA, CALIFORNIA**  
[AS AMENDED ON MARCH 18, 2020](#)  
[BY RESOLUTION NO. \\_\\_\\_\\_\\_](#)

**ARTICLE I - THE AUTHORITY**

Section 1. Name of the Authority

The name of the Authority shall be "Housing Authority of the City of Alameda."

Section 2. Seal of Authority

The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. Office of Authority

The offices of the Authority shall be at a location designated by the Authority, in the City of Alameda, State of California. The Authority shall hold its meetings at 703 Atlantic Avenue, Alameda, California, [except as otherwise provided in Article IV, Sections 1. below.](#)

Section 4. Responsibilities of Authority

The responsibilities of the Authority are delineated in Housing ~~Authority~~ [Authorities](#) Law of the State of California [\(California Health and Safety Code Section 34200 et seq.\) and all other laws of the State of California applicable thereto.](#)

**ARTICLE II - GENERAL PROVISIONS**

Section 1. By-Laws

These ~~By-Laws~~ [by-laws](#) shall be known as the Rules and Procedures of the Housing Authority of the City of Alameda. A copy of these Rules and Procedures shall be filed in the office of the Housing Authority for examination by the public.

Section 2. Amending Rules and Procedures

These Rules [and Procedures](#), and any amendments hereto, shall be effective on the date of the adoption hereof and shall govern the conduct of the Board of Commissioners. ~~These Rules~~ [In addition to the requirements set forth in Article VI, Section 1. below, these Rules and Procedures](#) may be amended hereafter by resolution of the Board of Commissioners.

Section 3. Membership

The Board of Commissioners shall consist of seven (7) members appointed by the Mayor, with the consent of the City Council. Two members shall be Housing Authority tenants, one of which must be a participant in the Section 8 program, hereinafter called Tenant Commissioners, as required under federal

~~legislation (law, including~~ Section 505 of the Quality Housing and Work Responsibility Act) ~~of 1998 (Title V of Pub.L. 105-276, 112 Stat. 2518, approved October 21, 1998) , and its implementing regulations.~~ One of the two Tenant Commissioners shall also be over 62 years of age as required under California ~~law~~ Housing Authorities Law.

#### Section 4. Term of Office

Commissioners shall serve four-year terms except that Tenant Commissioners, ~~per California law~~ pursuant to Housing Authorities La, shall serve two-year terms.

#### Section 5. Maintenance of Membership

Persons appointed members shall continue to serve their full terms unless they choose to resign voluntarily, no longer reside in the City of Alameda, or the Tenant Commissioner no longer resides in a Housing Authority-owned dwelling unit or is no longer a participant in the Section 8 program in the City Alameda. The Mayor may *remove* members for inefficiency, neglect of duty, or misconduct in office.

#### Section 6. Per Diem

Board members will receive a \$50.00 per diem for each meeting attended of the Board of Commissioners not to exceed two meetings per month. Meetings for which per diem will be paid include special and regular meetings of the Board of Commissioners; per diems will not be paid for community meetings, committee meetings or similar ad hoc sessions.

#### Section 7. Meeting Attendance

Board members must attend all meetings of the Board of Commissioners unless excused by the Board or Chair.

### **ARTICLE III – OFFICERS**

#### Section 1. Officers

The officers of the Authority shall be a Chair, a Vice Chair and Secretary.

#### Section 2. Chair

The Chair shall preside at all meetings of the Board of Commissioners. Except as otherwise authorized by the Authority, the Chair shall sign all contracts, deeds and other instruments approved by the Authority and such documents which either law or the United States Department of Housing and Urban Development ("HUD") regulations require him/her to sign.

#### Section 3. Vice Chair

The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair; and in case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.

#### Section 4. Election **and Removal** of Chair and Vice Chair; **Vacancies**

The Chair and Vice Chair shall be elected by the Board of Commissioners from its membership at the first meeting after July 1 of each year when the Commission is fully constituted.

The Chair and Vice Chair may be removed from office, prior to the expiration of their terms as officers, with the vote of at least four Commissioners.

Should the offices of Chair or Vice President become vacant, the Board of Commissioners shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

#### Section 5. Secretary

The Secretary shall be the Executive Director of the Authority.

#### Section 6. Executive Director

6.1 The Executive Director shall be the President and Chief Executive Officer of the Authority. The Executive Director shall have the power and it shall be his or her duty to:

- a. Provide for the care and custody of all funds and deposit the same in the name of the Housing Authority in such bank(s) as the Authority may select.
- b. Sign all orders and checks for the payment of money and pay out and disburses these moneys under the direction of the Housing Authority.
- c. Keep or cause to be kept regular books of accounts showing receipts and expenditures and render to the Board, at each regular meeting, an account of transactions and financial condition of the Housing Authority.
- d. Keep a written record of all business transacted by the Board of Commissioners, notify members of meetings, and maintain the official records of the Board.
- e. Keep the records and the ~~Seal~~seal of the Authority.
- ~~f.~~ f. Prepare the Housing Authority budget.
- ~~g.~~ g. ~~f.~~ Supply the Board with information and recommendations necessary to carry out the purposes of the Authority and to administer properly its affairs.
- ~~h.~~ h. ~~g.~~ Carry out all policies established by the Board and advises on formation of those policies.
- ~~i.~~ i. ~~h.~~ Plans, organize, coordinate, review, and administer all Housing Authority programs and activities, including setting rents and security deposits, maintenance charges, and approving utility allowances, in accordance with applicable federal and state laws.
- ~~j.~~ j. ~~i.~~ Sign all binding contracts, deeds, and other instruments made by the Housing Authority as authorized by the Board, except said documents required to be signed by the Chair by virtue of law or HUD regulations.
- ~~k.~~ k. ~~j.~~ Assign and supervise employees in the performance of their duties; authorizes payroll.
- ~~l.~~ l. ~~k.~~ Appoint, discipline, and remove all employees of the Housing Authority.
- ~~m.~~ m. ~~l.~~ Perform other duties as may from time to time be prescribed by the Board of Commissioners.

6.2 Neither the Board nor any of the members thereof shall interfere with the execution by the Executive Director of his or her powers and duties. Except for the purposes of inquiry, the Board and its members shall deal with that portion of the administrative service for which the Executive Director is responsible through him or her. An attempt by a Board member to influence the Executive Director in the making of any appointment or the purchase of any services, materials, or supplies shall subject such Board member to removal from office for malfeasance.

#### Section 7. Additional Duties

The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the bylaws or rules and regulations of the Authority.

#### Section 8. Additional Personnel

The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing ~~Authority~~ Authorities Law of California and all other applicable laws of the State of California. The selection and compensation of such personnel (including Secretary) shall be determined by the Authority subject to the laws of the State of California.

#### Section 9. Contracts for Personnel Services

The Authority may satisfy its personnel and management requirements through direct hiring, contracts with other public agencies, or contracts with individuals.

### ARTICLE IV - MEETINGS

#### Section 1. Regular Meetings

Regular meetings shall be held at 703 Atlantic Avenue, Alameda, and is so designated the regular meeting place of the Authority, or other designated locations, at 7:00 p.m. on the third Wednesday of each month, unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day. Meetings will terminate no later than 11:00 p.m.

#### Section 2. Special Meetings

Special meetings may be called by the Chair or by two Commissioners for the purpose of transacting any business set forth in the notice of such special meeting. Notice of a special meeting shall be provided to each Commissioner as required by law, including the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

All of the meetings of the Commissioners of this Authority, whether regular or special, shall be open to the public except meetings involving personnel matters.

The notice of the special meeting shall specify the time and place of such special meeting. No other business other than as provided in the notice shall be considered at such meeting by the Commission.

### Section 3. Closed Sessions

~~Business may be conducted in closed session for personnel evaluations or labor negotiations, pending litigation, and real estate negotiations as permitted under the Brown Act.~~

The Commission may call closed session to deal with any matters so long as said private meetings are in accordance with the Ralph M. Brown Act.

### Section 4. Agenda

The agenda shall consist of:

- a. Roll Call
- b. Public Hearing (if applicable)
- c. Consent Calendar, which are items considered routine and will be enacted, approved, or adopted by one motion, unless a request for removal for discussion or explanation is received from a Commissioner or a member of the public
- d. Agenda Items
- e. Oral Communications (Non-Agenda, Public Comments). The public will be informed that anyone wishing to speak on any item on the agenda or business brought up by Commission members which is not on the agenda may be permitted to do so when the subject is brought up for discussion.
- f. Commission Communications
- g. Adjournment.

### Section 5. Public Discussion

- a. Any person addressing the Board of Commissioners shall first secure the permission of the presiding officer.
- b. Public discussion should not be used to elicit a debate between Board members and the public.
- c. Speakers should not be interrupted unless they are out of order.
- d. No one shall speak for more than ~~five~~ three (3) minutes unless allowed additional time by the presiding officer.
- e. When a motion is pending, no person other than a Commissioner shall address the Board without first securing the permission of the presiding officer.
- f. Public discussion shall precede Board deliberation unless a motion to deliberate first is adopted.
- g. No discussion shall be permitted, without Board approval, after a motion which would terminate further deliberation has been adopted.

### Section 6. Board Deliberation and Action

- a. Presiding Officer. The presiding officer may deliberate from the chair, subject only to such limitations of deliberation as are by these rules imposed on all members, and shall not be deprived of any of the rights and privileges as a member of the Board by reason of being the presiding officer.

- b. Getting the Floor. Every member desiring to speak shall address the presiding officer and, upon recognition by the presiding officer, shall confine comments to questions under deliberation.
- c. Interruptions. A member, once recognized, shall not be interrupted when speaking unless to call said member to order, or as herein otherwise provided. If a member, while speaking, is called to order, said member shall cease speaking until the question of order is determined and, if in order, said member shall be permitted to proceed.
- d. Remarks entered in Minutes. Any member may request, through the presiding officer, the privilege of having a written abstract of said member's statement on any subject under consideration by the Board entered in the Minutes. If the Board consents thereto, such statement shall be entered in the Minutes.
- e. Motion to Reconsider. A motion to reconsider any action taken by the Board may be made only on the date such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session thereof. Such motion must be made by a member of the prevailing side, and may be made at any time and have precedence over all other motions, or while a member has the floor, it shall be debatable. Nothing herein shall be construed to prevent any member of the Board from making or remaking the same or other motion at a subsequent meeting of the Board or making a motion to rescind.
- f. Motion to Table. A motion to table shall preclude all amendments or deliberation of the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed only upon a motion of a member voting with the majority.
- g. Motion to Call for Question or Continue to a Specific Date. A motion to call for the question or continue the matter to a specific date shall preclude all amendments to or deliberation of the subject under consideration and is not debatable.
- h. Statement of Position. When a motion to call for question or table is adopted, the members of the Board may briefly state each of their positions on the matter before roll call or call for the next item of business.
- i. Privilege of Closing Deliberation. The Board member moving the adoption of a motion or resolution shall have the privilege of closing deliberations or making the final statement.
- j. Division of Question. If the question contains two (2) or more divisible propositions, the presiding officer, upon request of a member, may divide the same.
- k. Second Required. All motions, except for nominations and a point of order, shall require a second.
- l. Majority Vote. The actions of the Board shall be made by a vote of the majority of the membership.

~~**m. Forms of Action. The Board may act by motion or resolution. All motions shall be recorded in the Minutes verbatim. All resolutions shall be in writing and the title shall be recorded verbatim in the Minutes as well as the vote thereon.**~~

**m. Manner of Voting. Each member present at a Commission meeting shall vote on all matters put to a vote, unless the member is excused from voting by a motion adopted by a majority of the members present, or unless the member has been advised by legal counsel that he or she may have a conflict of interest regarding the item. The voting of such matters may be by roll call, and the ayes and noes shall be entered in the minutes of such meetings and any Commissioner can request a roll call vote. Unless otherwise provided herein, an affirmative**

vote of a majority of the Commissioners empowered to vote shall be required for the passage of all matters put to a vote. A roll call shall not be interrupted, but a member may, prior to the calling of the roll, explain his or her vote or file with the Commission Clerk in writing an explanation thereof after the result of the roll call has been announced and recorded.

- n. All other matters not covered by these ~~rules shall be decided by a majority of the Board.~~ Rules and Procedures or Roberts Rules of Order shall be ~~used as a guide~~ decided by a majority vote of the Board.

## ARTICLE V - ACTIONS

### Section 1. Quorum

A quorum of the membership is necessary to take action. A quorum is defined as four members. The chair will declare the absence of a quorum if he/she notices a quorum is no longer present, at least before taking any vote or stating the question of any new motion, which can no longer be done except in connection with the permissible proceedings related to the absence of a quorum.

Debate on an already-pending question can be allowed to continue after a quorum is no longer present until a member raises a point of order. In the absence of a quorum, any business transacted is null and void, except for actions which can be legally taken: To fix the time to which to adjourn, adjourn, recess, or take measures to obtain a quorum. Measures to obtain a quorum are treated as privileged motions that take precedence over a motion to recess, are not in order when another has the floor, are not debatable, are amendable, require a majority vote, and can be reconsidered. An example of a measure to obtain a quorum is a motion that absent members be contacted during a recess.

Meetings that are unable to transact business for lack of a quorum are considered meetings. If a quorum fails to appear at a regular or special meeting, the inability to transact business does not detract from the fact that the rules requiring the meeting to be held were complied with and the meeting was convened, even it has to adjourn immediately.

### Section 2. Majority Vote

Actions of the Authority shall be made, except as provided in Article VI, Section 1, by a vote of a simple majority, defined as more than half of the voting members.

### Section 3. Form of Action

The Authority may act by motion or resolution. All motions shall be recorded in the minutes verbatim. All resolutions shall be in writing and the title shall be recorded verbatim in the minutes as well as the vote.

### Section 4. Rules of Order

The Authority shall follow Robert's Rules of Order, except as otherwise provided in these Rules and Procedures, for its meetings.

## ARTICLE VI - MISCELLANEOUS

### Section 1. Amendment

These Rules and Procedures may be amended by a resolution adopted by a vote of a super majority, defined as two-thirds of the voting membership, at a regular or special meeting held or called in the manner provided herein.

Section 2. Conflict of Interest

The Commissioners and employees of the Authority shall comply with the provisions of Health and Safety Code Section 34281 and Government Code sections 1090 et seq. and sections 87100 et seq. as amended in the area of matters involving possible conflict of interest.

Section 3. Public Disclosures

Each Commissioner shall notify the Secretary whenever:

- a. A member is contacted by a party having business pending before the Commission if the communication concerns business matter.
- b. A member is commenting publicly or to the media from the perspective of that member's individual capacity on a matter before or within the Commission's jurisdiction. Such member shall preface such communication with the statement that the comments are made as an individual expression of opinion, and do not necessarily reflect the position of the Commission of the Housing Authority of the City of Alameda.

Section 4. Repeal

All other rules and procedures are hereby repealed.



---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa M. Cooper, Executive Director

Date: March 18, 2020

RE: Approve Granting Executive Director or in her absence, her Designee, Emergency Powers to Ensure Critical Decisions Regarding Operations, Tenant and Employee Safety, and HUD or other Compliance Issues, are Made in a Timely and Proactive Manner during the Local Public Health Emergency

---

## **BACKGROUND**

The Housing Authority serves some of the most vulnerable members of the Alameda community. The current Corona Virus (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. The Housing Authority 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 its sites, including working with other Housing Authorities and AHA social services partners.

AHA Management has provided direction in a number of areas including:

- Symptoms of the Corona Virus
- Preventative measures such as handwashing
- Provision of protective equipment in the office
- When to stay home
- Returning to work from travel in high risk areas
- Use of sick leave for employee or family sickness
- Use of paid leave due to school closures
- Cancellation of non-essential external meetings
- Cancellation of all training and conferences
- Use of teleconferences and video conferencing
- Guidelines for entry into tenant units

A letter has been sent to participants, landlords, vendors, tenants, and partners asking, where possible, for business to be conducted via phone and/or email. Additional laptops have been ordered to allow critical staff to work remotely if necessary. Staff expect to reduce public office walk-in hours to 8:30 AM to 12:30 PM effective Monday March 23, 2020 or sooner if staffing shortages occur.



The Housing Authority has experienced a high level of absenteeism in the last month (seemingly unrelated to the Corina Virus) and is expecting more staff to be out as local schools are closed. At the same time, the crisis seems to be worsening. As result it may be necessary to reduce further or eliminate in-person services for tenants or to cease all normal operations. Senior staff are meeting weekly to monitor changes and to focus on essential business activities.

### **DISCUSSION**

Staff proposes that these Emergency Powers be time limited through April 15, 2020, the date of the next scheduled Regular Board of Commissioners meeting. If additional time is needed, the Board would review and reapprove additional time during that meeting. Any decisions taken using Emergency Powers between March 18, 2020 and April 15, 2020 will be reported to the Board and would need Board ratification. Similarly, in the time prior to the March 18, 2020 Board of Commissioners meeting, any use of such powers would require reporting to the Board via email 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.

### **FISCAL IMPACT**

There is no fiscal impact to the agency beyond what may be necessary to address an immediate crisis.

### **RECOMMENDATION**

Approve granting Executive Director or in her absence, her Designee, Emergency Powers to Ensure Critical Decisions Regarding Operations, Tenant and Employee Safety, and HUD or other compliance issues, are made in a timely and proactive manner during the Local Public Health Emergency.

Respectfully submitted,



Vanessa Cooper  
Executive Director

