



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

701 Atlantic Avenue • Alameda, California 94501-2161

AGENDA **SPECIAL MEETING OF THE BOARD OF DIRECTORS**
DATE & TIME **Wednesday, May 18, 2022 - 5:31 PM**

LOCATION

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

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

Join Zoom Meeting:

<https://us06web.zoom.us/j/89822835206?pwd=K1d1Qng1TIBsY01uWIRHaEx2U3JSdz09>

Meeting ID:898 2283 5206
Passcode:023235

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

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

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

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

PLEDGE OF ALLEGIANCE



1. ROLL CALL - Board of Directors
2. DIRECTOR RECUSALS
3. Public Comment (Non-Agenda)
4. CONSENT CALENDER

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

4.A. Rescind and Reratify Items from the November 17, 2021 Meeting as set out below:

- 3.A - Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on October 20, 2021.
- 4.A - Accept the Update on the Independence Plaza Refinancing Strategy (2015-2026).

4.B. Rescind and Reratify Items from the December 15, 2021 Meeting as set out below:

- 4.A - Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on November 17, 2021.
- 4.B - Upon approval from AHA board, Authorize the Executive Director or designee to negotiate and execute a 3 year contract with Life Skills Training and Education Programs, Inc ("LifeSTEPS") in the amount of \$1,300,000.

4.C. Rescind and Reratify Items from the January 19, 2022 Meeting as set out below:

- 5.A - Approve Minutes of the Alameda Affordable Housing Corporation Meeting held on December 15, 2021.
- 6.A - Accept the Update Report on the 2800 Fifth Street BMR Purchase of Eighteen Units; Ratify the Regulatory Agreement with the City; and Direct the Executive Director to Execute an Amended and Restated Promissory Note for a Loan from the Housing Authority to AAHC from \$3,500,000 to \$3,750,000.

4.D. Rescind and Reratify Items from the February 16, 2022 Meeting as set out below:

- 5.A - Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on January 12, 2022 and January 19, 2022.
- 5.B - Approve Chapter 8 Property Acquisitions (70-153-31, 73-420-32) and Authorize the Executive Director, or her Designee, to Negotiate and Execute Purchase Documents.

4.E. Rescind and Reratify Items from the March 16, 2022 Meeting as set out below:

- 9.A - Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on February 16, 2022.
- 9.B - Approve to Write-off of Uncollectible Accounts Receivable from Former Tenants.
- 10.A - Accept the Audit Report for Fiscal Year Ending June 30, 2021 and



Authorize the Executive Director to Approve and Finalize with Minor Changes.

5. AGENDA
6. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
7. EXECUTIVE DIRECTOR'S COMMUNICATIONS
8. DIRECTORS COMMUNICATIONS, (Communications from the Directors)
9. ADJOURNMENT OF REGULAR MEETING

* * * Note * * *

Documents related to this agenda are available for public inspection and copying at the Alameda Affordable Housing Corporation office, 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 the Alameda Affordable Housing Corporation'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 Alameda Affordable Housing Corporation accommodate these individuals.





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Vanessa Cooper, Executive Director

Prepared By: Vanessa Cooper, Executive Director

Date: May 18, 2022

Re: Rescind and Reratify Items from the November 17, 2021 Meeting as set out below:

- 3.A - Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on October 20, 2021.
- 4.A - Accept the Update on the Independence Plaza Refinancing Strategy (2015-2026).

4.A.

BACKGROUND

Items approved by the Board in the period November 2021 to April 2022 are being brought back to the Board and will be rescinded and re-ratified to meet HUD requirements.

DISCUSSION

FISCAL IMPACT

CEQA

RECOMMENDATION

ATTACHMENTS

1. 4.A Attachment
2. 3.A Attachment



AAHC Board of Directors Meeting
May 18, 2022

Page 2

Respectfully submitted,

Vanessa Cooper, Executive Director





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Sylvia Martinez, Director of Housing Development

Prepared By: Sylvia Martinez, Director of Housing Development

Date: November 17, 2021

Re: Accept the Update on the Independence Plaza Refinancing Strategy (2015-2026).
4.A.

BACKGROUND

Independence Plaza was built in 1990 using a HUD insured loan program and contributed to the affordable housing requirements of the City's Community Investment Commission (CIC) (former Redevelopment Agency) by restricting 65 of the 186 units to Very Low (50% Area Median Income (AMI) or below), Low (80% AMI or below), and Moderate Income (120% AMI or below) households through an Affordable Housing Agreement dated January 18, 1989 (Agreement) which is regulated by the State of California. Within this Agreement, 29 of the 65 units must serve very low-income households. The Agreement also requires the Housing Authority to file a plan to make 100% of the units affordable. A 1993 affordability plan included renting all of the units to 50% of AMI households. Along with the Agreement, the property benefits from a tax-increment operating subsidy (Subsidy) to support the operating budget of the property given reduced rental rates for affordability at 50% AMI. This Agreement, and the 80% AMI Housing Authority covenant are the only regulatory restrictions associated with the property. The Agreement has been amended twice (2004 and 2010), to extend the term to 2024 and 2026, respectively. In 2026, the Subsidy will expire. Housing Authority staff refinanced the mortgage in 2014 to secure a reduced interest rate and to align the mortgage terms with the Affordable Housing Agreement and Subsidy expiration. In June 2017, staff presented several scenarios about how to plan for financial self-sufficiency and mortgage maturity when the Subsidy expires, and only rental revenue is available for operations. If no changes were implemented, the property would fall off a financial cliff with a substantial shortfall each year after 2026 and would not have funds to complete necessary upgrades to keep the property in good condition.

Prior board memos on this topic can be found on the AHA website www.alamedahsg.org, or in the board packets of November 2017 and May 2018.



The goal of the 2018 memo was to suggest changes that would allow the property to cash flow favorably such that in 2026, it had positive cash flow without the need for the operating subsidy, and also could potentially take on debt that would provide funds to complete needed upgrades (the property in 2026 will be 36 years old). Although the 2018 memo anticipated a \$100,000 annual shortfall each year after 2026, the actual projected annual shortfall is \$220,000 if current operating expense trends continue. Staff proposes a study of and reworking of the cost basis of the property in 2022 to address this shortfall.

2018 Recommendation to Increase Rents

In 2014, staff implemented a simplified rent policy for new move-ins, including only the three rent categories identified in the Agreement: 50% AMI, 80% AMI, and 120% AMI. The 50% AMI and 80% AMI rent categories were identified as the “Affordable” units. At present, there are no new entrants into the 50% or 120% rent categories, and the top level has been capped at 80% AMI.

In 2016, staff completed a rent study and income certifications, which were presented to the Board in December of that year. This showed that there were significant variations in rental rates between households for the same income level and same unit size. Additionally, there was a limited connection between a household income and the rent paid. The property had little to no rent increases over the previous decade and the rents were (and remain) well below the affordable rents allowed by the State. In November 2017, staff proposed a 5% rent increase for existing households, the first rent increase since 2015.

This increase went into effect in February 2019 and again in 2020. These increases were meant to continue, but no rent increases were implemented in 2021 due to the COVID pandemic. Note: A 3% rental increase for non-subsidized units is proposed for 2022 at this site.

Turnovers were anticipated to be an opportunity to raise rents without affecting an existing resident. The assumption was that turnover would average 10%/year. Since 2018, new move-ins are charged affordable rents at 60% AMI, and their incomes cannot exceed 80% of area median income. Also, the property began accepting Section 8 vouchers and now has a total of 34 tenant-based section 8 holders as residents (18% of the property).

In 2020, the project received a project-based voucher award for 25 units that brings additional income to the property, while still allowing very low-income residents to continue to live affordably. In 2022, the complex will also be able to extend units to a handful of the Housing Authority’s Emergency Voucher holders. These additional vouchers were not anticipated in the prior study. The PBV contract added a 15 % increase in tenant revenue over 2020 and 2021. Overall, revenues have increased by 24% compared to the 15% increase predicted in 2018.

DISCUSSION

Based on the analysis performed, staff assessed the property’s ability to meet the goals outlined in the 2018 report.

Revenue – Update on 2018 Strategy

The current analysis found that Independence Plaza will generate a similar amount of revenue as was anticipated in the 2018 report for fiscal year 2026-27 (see Chart I attached).



Current projections are only \$50,000 lower than in 2018. This is largely due to the addition of the PBV HAP contract, the tenant-based housing vouchers, and expected turnover at the higher move-in rent that will greatly raise rents without a significant effect on existing residents. Starting in 2022, the new move-in rate will be set at 70% AMI rather than 60% AMI.

Expenses – Current Status

The 2018 Memo did not discuss expenses as a challenge for the property. At the time, the property was operating at less than \$10,000/door. However, with the shift to third property management on other AHA properties, AHA maintenance staffing and overhead has shifted to the remaining properties under its property management (Anne B. Diament and Independence Plaza). This shift, which mostly occurred in FY21-22, increased the expenses at the property to approximately \$14,000/door. Rising operating costs could hinder Independence Plaza from achieving mortgage maturity, capital improvement, and financial self-sufficiency. With the expiration of the operating subsidy, the property is expected to operate at a deficit in years 2026-27. In order to be ready to refinance at the mortgage maturity, a review and reworking of operating costs needs to be done in 2022.

Operating Expenses –2021 Projections

The staff has analyzed future revenue projections using the following assumptions of annual trends:

1. 2.5% increase in tenant revenues
2. 1.0% conservative increase in HAP contract revenue
3. 3.0% increase in tenant revenues due to turnover (trading low existing rents for 80% AMI rents)
4. 3.5% increase in expenses, except for a 5% increase in utility expenses.
 1. Scenario 1: Projections using the current trend in expenses (i.e. including the jump in 2020-21) through 2026
 2. Scenario 2, which maintains current expense trends through the end of 2023, proposes streamlined costs starting in 2024. Staff is considering a deadline to transfer the remaining two properties (IP and Anne B. Diament Plaza) to third party management as of January 1, 2024. This date would allow Independence Plaza to establish two years of third-party management before a refinancing in 2026 when the current loan matures and redevelopment funding expires. The individual transfers will come to the Board for approval close to the actual transfer date. Staff have been informed of this potential end date. In addition, staff are planning a review of, and possible reworking of the agency's Cost Allocation Plan to reflect a scenario of fully outsourced property management functions.

Scenario 1 results in a property with negative cash flow which cannot be refinanced and would need additional subsidies from AHA to operate. If AHA would like to syndicate or refinance the property, it must show positive cash flow and an appropriate revenue/expense ratio.

Scenario 2 results in a property with positive cash flow which can be refinanced in FY2026-27 for approximately \$13.6 million dollars (\$73,000/unit), which would provide



cash for needed renovations beyond reserves. To achieve this, staff must diligently increase tenant revenues through increases and turnover, as well as streamline operating expenses, through moving to third party property management.

Related issues:

1. Ability to raise rents - Given that the project only serves seniors, many of whom are on a fixed income, implementing typical rent increases has been difficult, and failure to do so in the past has resulted in significant financial challenges meeting operating demands and rising costs without reliance on the City operating subsidy. For the last two years, COVID-19 has had a significant impact on low-income renters, and as a result, a rent freeze was implemented in 2020.
2. Income certifications – Annual income certifications are now a requirement for the welfare tax exemption (AAHC is not automatically exempt). This certification did not occur in 2020, due to COVID. Staff are currently performing income certifications which are expected to be completed in January 2022. At present, over half of the residents at Independence Plaza pay less than \$700/month (equivalent to 30% AMI). However, it is not clear if incomes are necessarily commensurate with these low rents. Staff assumes that the incomes have not changed substantially from 2017 – see Chart in Attachment I. Note: The 34 tenant-based section 8 tenants have income of less than 50%AMI but are occupying 80% AMI units. In early 2022, staff will bring a revised table of the number of tenants of each income bracket, based on the current income certification process.
3. Welfare exemption (95%)- The property is only able to achieve a 95% welfare exemption due to 18 over- income or ineligible residents. While owned by AHA, the property received a 100% exemption automatically, but now that it is owned by AAHC, it does not receive that benefit where there are over-income or ineligible residents. Property tax costs at approximately \$20,000/year are included in the projections. Since residents are moved in at or below 80% and this is a senior project, it is expected that this number will diminish over time.
4. Ongoing drawdown of the CIC operating subsidy – When the decision was made in 1993 to change Independence Plaza from a majority market rate to a fully affordable property, the City agreed to contribute up to \$ 27.8 million in redevelopment funding as an operating subsidy to cover the gap between the lower affordable rents and market rents. The property has been drawing down approximately \$1.5 million/year in operating subsidies. There is currently a balance of approximately \$9.5 million. Staff proposes to continue the annual requests, and specifically to include an additional \$2 million dollars in funds for FY22-23 for needed capital repairs (predominately, the balconies). These requests are monitored so that the operating subsidy can be fully drawn down by mid-2026. However, each request must be approved by the City and is subject to available funds.

NEXT STEPS

1. Rent increases at 3% will be issued by December 31, 2021. Also, the new move-in rate will be set at 70% AMI.
2. Staff to provide updates to the Board on current incomes in early 2022 in the Portfolio Management Report.
3. By the end of 2022, staff will update the Board with a revised cost strategy, assuming



- a shift to 100% third party property management by January 2024.
4. The goal is to implement an asset fee cost strategy in the FY2023-2024 budget, with third party operations by January 2024.

FISCAL IMPACT

There are several ways in which the financials at Independence Plaza affect the financials of the Housing Authority. First, AHA may need to advance funds temporarily for necessary repairs that reach beyond the existing property reserves if the requested advance from the CIC funding is not forthcoming or timely. Reserves at the property currently total \$640,000. Staff is requesting \$2 million in additional CIC funding to be approved for use in FY22-24.

The AHA budget is also supported by cash flow and overhead allocations made to the different properties. As the organization shifts to third property management, overhead will be paid by properties through cash flow, rather than a direct expense in the property budget. At the property level, this budget transition may begin in the next two years, before the planned shift to 100% third party property management by January 2024 is complete.

CEQA

Not applicable.

RECOMMENDATION

Accept the Update on the Independence Plaza Refinancing Strategy (2015-2026).

ATTACHMENTS

1. Attach 1 IP Scenario 1 and 2 Revenue and Expense

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Attachment I: Independence Plaza, Scenario 1 and 2 Revenue/Expenses

Chart I: Compare: 2018 Revenue Projection to Scenario 1

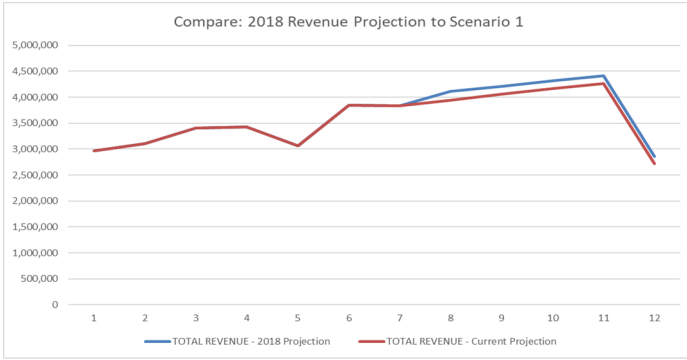
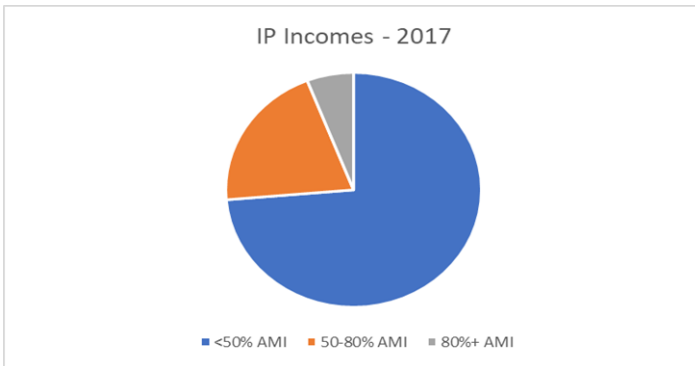
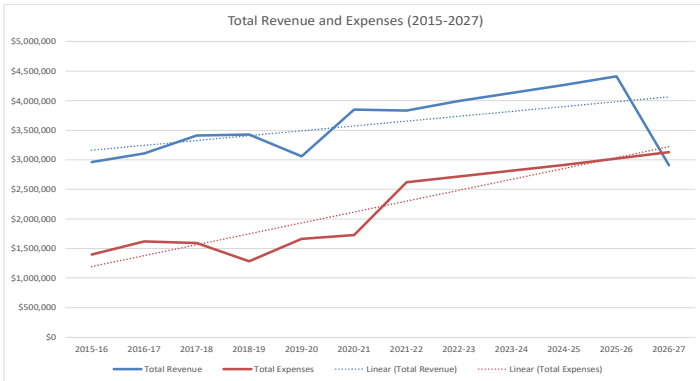


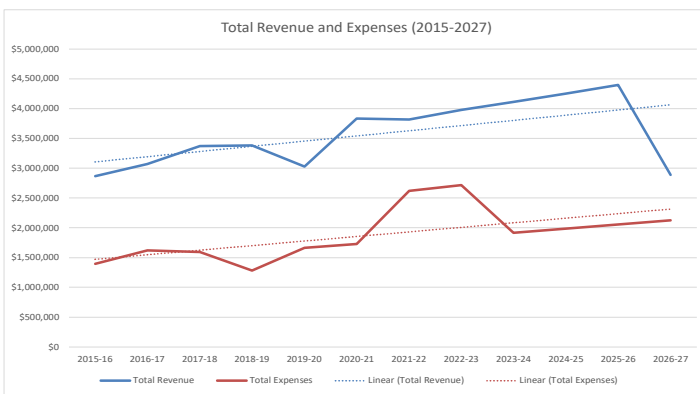
Chart II: Independence Plaza Incomes and Unit Designations 2017:



Scenario 1: Updated revenue, Current Expense trend



Scenario 2: Updated revenue, 2024 3rd Party Management



ALAMEDA AFFORDABLE HOUSING CORPORATION

701 Atlantic Avenue, Alameda, CA 94501

DRAFT MINUTES ALAMEDA AFFORDABLE HOUSING CORPORATION BOARD OF DIRECTORS WEDNESDAY, OCTOBER 20, 2021

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Tamaoki,
Director Hadid, Director Rickard,
and Director Sidelnikov

Absent: Director Kay

2. Public Comment (Non-Agenda)

None.

3. CONSENT CALENDER

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

*3.A. Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on September 15, 2021.

*3.B. Authorize the Executive Director or designee to negotiate a two-year contract with Novogradac & Company LLP for audit and tax preparation services for AHA and AAHC, with an option to extend, in the amount not to exceed \$293,500 for the five-year period.

Items accepted or adopted are indicated by an asterisk.

Director Sidelnikov moved to accept the Consent Calendar items, with the amendment made to item 3.A to include that in the event that an agreement cannot be made with Novogradac & Company LLP, the Executive Director or designee is authorized to negotiate with Citrin Cooperman, and Director Tamaoki seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Director Grob, Director Tamaoki,
Director Hadid, Director Rickard,



and Director Sidelnikov

4. AGENDA

- 4.A. Discussion and Possible Adoption of Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

Director Sidelnikov moved to adopt the Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361, and Director Hadid seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Director Grob, Director Tamaoki,
Director Hadid, Director Rickard,
and Director Sidelnikov

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

None.

6. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Vanessa Cooper, Executive Director expressed gratitude for the work of the AHA staff and members of the Board of Directors.

7. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

None.

8. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at 9:02 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, President
Board of Directors





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Vanessa Cooper, Executive Director

Prepared By: Vanessa Cooper, Executive Director

Date: May 18, 2022

Re: Rescind and Reratify Items from the December 15, 2021 Meeting as set out below:

- 4.A - Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on November 17, 2021.
- 4.B - Upon approval from AHA board, Authorize the Executive Director or designee to negotiate and execute a 3 year contract with Life Skills Training and Education Programs, Inc (“LifeSTEPS”) in the amount of \$1,300,000.

4.B.

BACKGROUND

Items approved by the Board in the period November 2021 to April 2022 are being brought back to the Board and will be rescinded and re-ratified to meet HUD requirements.

DISCUSSION

FISCAL IMPACT

CEQA

RECOMMENDATION

ATTACHMENTS

1. Item 4.A Attachment
2. 4.B Attachment



Respectfully submitted,



Vanessa Cooper, Executive Director



ALAMEDA AFFORDABLE HOUSING CORPORATION

701 Atlantic Avenue, Alameda, CA 94501

DRAFT MINUTES REGULAR MEETING OF THE BOARD OF DIRECTORS WEDNESDAY, NOVEMBER 17, 2021

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Tamaoki,
Director Hadid, Director Mun,
Director Rickard, and Director Sidelnikov

Absent: Director Kay

2. Public Comment (Non-Agenda)

None.

3. CONSENT CALENDER

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

Director Mun requested abstention from item 3.A

*3.A. Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on October 20, 2021.

Items accepted or adopted are indicated by an asterisk.

Director Tamaoki moved to approve the Consent Calendar item and Director Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	5	Director Grob, Director Tamaoki, Director Hadid, Director Rickard Director Sidelnikov
-----	---	---

Abstained	1	Director Mun
-----------	---	--------------



4. AGENDA

4.A. Accept the Update on the Independence Plaza Refinancing Strategy (2015-2026).

Director Mun recused herself from item 4.A and left the room for this item.

Sylvia Martinez, Director of Housing Development provided a presentation that included an overview and summary of the Independence Plaza Refinance Update, noting that this presentation, and handouts of the presentation, were provided to the approximately 40 attendees of the November 17, 2021 meeting with Independence Plaza residents.

At 8:20 p.m., following the presentation, Director Grob opened the meeting for Public Comment. Hearing none, Director Grob closed Public Comment at 8:22 p.m.

In response to Director Tamaoki, Ms. Cooper stated that in response to the current market, where there is very little housing available, and the significant number of applicants, for Independence Plaza, whose income falls within the 70% AMI rate, staff is proposing to set the new move-in rents at this rate. Setting the move-in rate to 70% AMI, rather than 80% AMI, allows for income growth of the new tenants. If approved, the Board could consider setting this rate to 80% AMI next year, however, considering the welfare tax exemption, this rate does not provide a significant allowance for tenant income growth. If the Board chooses to move to market rate for new tenants, this rate will also have to be considered for long term tenants whose income is at or above 120% AMI. During the previous rent increase consideration, in order to stay within the rent control limits, set by the City, it was decided not to apply a double rent increase to these tenants. Further consideration of a possible rent increase for higher income tenants could be scheduled after the completion of this year’s annual income review.

Following further discussion regarding the possible tenant burden imposed by a rent increase, Director Tamaoki moved to approve a 3% rent increase for all tenants, effective February 1, 2022, with staff providing the Board with confirmation of the previous agreement and income data findings, for consideration of a potential second rent increase for tenants in second tier to be effective six months after the effective date of the first increase, and Director Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	5	Director Grob, Director Tamaoki, Director Hadid, Director Rickard, and Director Sidelnikov
Recusal	1	Director Mun

4.B. Adopt Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act



Provisions, as amended by Assembly Bill No. 361.

Director Grob moved to adopt the Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361, and Director Mun seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	6	Director Grob, Director Tamaoki, Director Hadid, Director Mun, Director Rickard, and Director Sidelnikov
-----	---	--

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

None.

6. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Cooper announced that property actions items will begin to be included on the agendas for the AAHC Board of Directors Meetings. After the transfer of the remaining properties, which is estimated to be completed in July 2022, items for existing properties will be included on the AHA BOC agendas and development items will be included on the AAHC agendas; with the exception of matters relating to Island City Development (ICD) properties.

7. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

None.

8. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at 8:45 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, President
Board of Directors





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Stephanie Shipe, Director of Portfolio Management

Prepared By: Stephanie Shipe, Director of Portfolio Management

Date: December 15, 2021

Re: Upon approval from AHA board, Authorize the Executive Director or designee to negotiate and execute a 3 year contract with Life Skills Training and Education Programs, Inc (“LifeSTEPS”) in the amount of \$1,300,000.
4.B.

BACKGROUND

In 2016 the Housing Authority of the City of Alameda (AHA) signed a three-year contract, with an option to extend for an additional two years, with LifeSTEPS. LifeSTEPS, a California 501c3, is the largest provider of social services to residents of affordable housing in California. Formed in 1996, LifeSTEPS is a statewide organization serving over 95,000 individuals living in over 36,000 units of senior, family and special needs housing. LifeSTEPS is recognized by many state housing agencies as an experienced provider of resident services in California. LifeSTEPS’ services are recognized by Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services. LifeSTEPS has proven track record of working successfully with other local housing authorities, including AHA, providing services to residents.

When the original contract was signed with LifeSTEPS, they provided one full-time social worker to provide daily social services, case management and activities for tenants at AHA-owned properties, limited phone counseling/information and referrals to tenants or clients not living at our properties as well as counseling and workshops for Family Self Sufficiency (FSS) clients on an as needed basis.

In 2018, AHA developed two Low Income Housing Tax Credit (LIHTC) communities which require specific services under the regulatory agreement and has another community coming on board mid-2022. These changes have called for increased staffing for LifeSTEPS and the AHA portfolio is now being supported by two full-time and one part-time Case Managers.



LifeSTEPS has provided services for AHA for over 5 years. AHA did an RFP for social services contract in October 2021 and received two responses – one from LifeSTEPS and one from All Administrative Solutions LLC. A panel reviewed the applications and interviewed both parties. The panel determined that LifeSTEPS was the stronger bidder.

LifeSTEPS will be available at the meeting if there are questions from the Board of Commissioners.

DISCUSSION

AHA is requesting Board authorization to contract with Life Skills Training and Educational Programs, Inc, “LifeSTEPS” to provide Social Services in four (4) areas including:

- Area 1 - Daily Social Services for Existing Tenants at AHA/AAHC/ICD Properties
- Area 2 - Limited Additional Phone Counseling/Referrals
- Area 3 - Specialized Social Service Programs at LIHTC “Tax-Credit” Properties
- Area 4 - Counseling and workshops for Family Self Sufficiency (FSS) Clients

The total contract not to exceed amount is \$1,300,000 for the initial 3-year term. The agreement will begin January 1, 2022 and run to December 31, 2025. This initial three (3) year term is renewable for up to two (2) years in one (1) year terms.

The price structure is as follows:

Description	2022	2023	2024	2025	2026
Daily Social Services for Tenants (Area 1 & 3 in Scope)	\$397,641	\$409,571	\$421,858	\$457,313	\$505,832
Additional phone counseling/Referrals (per hour fee) – (Area 2 in Scope)	\$69.00	\$71.07	\$73.20	\$75.40	\$77.66
Hourly fee to provide services to FSS program. (Area 4 in Scope)	\$78.00	\$80.34	\$82.75	\$85.23	\$87.79

FISCAL IMPACT

The total annual budget for social services is \$426,509 for all properties for Area 1 and 3, including Rosefield Village which is scheduled to start lease-up mid 2022. Funds for these services will primarily come from rental income from the properties they serve. Funds are also available in the budget for Area 2 and 4.

It is important to note that although AHA is approving this master agreement, some of the services will be paid for by property budgets owned by AHC and ICD. A similar memo is included in the budget for those properties.

CEQA

N/A



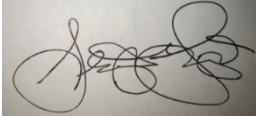
RECOMMENDATION

Upon approval from AHA board, Authorize the Executive Director or designee to negotiate and execute a 3 year contract with Life Skills Training and Education Programs, Inc (“LifeSTEPS”) in the amount of \$1,300,000.

ATTACHMENTS

1. 2022 LifeSTEPS AHA Contract

Respectfully submitted,



Stephanie Shipe, Director of Portfolio Management

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 1 day of January, 2022 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC., a California nonprofit corporation, whose address is 4041 Bridge Street Fair Oaks, CA 95628, (hereinafter referred to as "Consultant" or "LifeSTEPS"), is made with reference to the following:

RECITALS:

A. AHA is a Housing Authority duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.

B. Pursuant to the Housing Authorities Law, AHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. AHA has determined that it requires professional services for social services.

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

E. Consultant represents that it 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.

F. AHA and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. TERM.

The term of this Agreement shall commence on the Effective Date and end on December 31, 2024 unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. SERVICES TO BE PERFORMED.

2.1 Consultant shall provide the following services to AHA, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any

inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and AHA relies upon this representation. Consultant shall perform to the satisfaction of AHA, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to AHA that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of AHA.

2.4 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.

2.5 Acceptance by AHA of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed [One Million, Three Hundred Thousand Dollars] (\$1,300,000.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date

of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsg.org or on the AHA's vendor portal.

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Stephanie Shipe

(510) 747-4310

Email: sshipe@alamedahsg.org

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total.

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

4. **ALTERATION OR CHANGES TO THE AGREEMENT.**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that AHA's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized AHA representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. **INSPECTION OF SERVICES.**

All performances under this Agreement shall be subject to inspection by AHA. Consultant shall provide adequate cooperation to AHA representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, AHA shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to AHA. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, AHA shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the

Contract Price to reflect the reduced value of the services performed or products provided. AHA may also terminate this Agreement for default and charge to Consultant any costs incurred by AHA because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit an AHA representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

6. TIME IS OF THE ESSENCE.

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

7. INDEPENDENT CONTRACTOR.

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. 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. 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. There shall be no employer-employee relationship between the parties; and Consultant shall hold AHA harmless from any and all claims that may be made against AHA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of AHA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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.

8. 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.

9. NON-DISCRIMINATION.

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. **INDEMNIFICATION/HOLD HARMLESS.**

10.1 Consultant shall indemnify and hold harmless AHA, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (AHA employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AHA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to AHA the appropriate form of dismissal relieving AHA from any liability for the action or claim involved.

10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10.4 AHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by AHA, or the deposit with AHA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and

defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the AHA harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. 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 Appendix C.

A. **WAIVER OF SUBROGATION:**

Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether AHA has received a waiver of subrogation endorsement from the Insurer.

B. **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.

C. **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.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

Consultant agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. **CONFLICT OF INTEREST.**

No employee, agent, contractor, officer or official of AHA who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for

one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform AHA of all Consultant's interests, if any, which are or may be perceived as incompatible with the AHA's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to AHA employees.

In order to carry out the purposes of this section, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, 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.

13. **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 venturer 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.

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

15. **PERMITS AND LICENSES.**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

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.

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.

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

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.

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

17. **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 five (5) years after receipt of final payment.

18. **NOTICES.**

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

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

Housing Authority of the City of Alameda
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Stephanie Shipe, Director of Portfolio Management

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

Life Skills Training and Educational Programs, Inc.
3247 Ramos Circle
Sacramento, CA 95827
Attention: Beth Southern. Executive Director

19. **NO SMOKING, DRINKING OR RADIO USE.**

Consultant agrees and acknowledges that smoking, 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.

20. **TERMINATION.**

AHA may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for AHA's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Services attached as Exhibit A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of AHA, then AHA shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 Effect of Termination for Cause. 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. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **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.

23. **GOVERNING LAW; SEVERABILITY.**

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, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by AHA for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to AHA on request; or at its option AHA may offset the amount disallowed from any payment due to Consultant.

25. **NO PARTIAL DELIVERY OF SERVICES.**

Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.**

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with AHA on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and AHA regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to AHA clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AHA information or data which is not subject to public disclosure; AHA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. **Nondisclosure and Nonuse Obligation.** 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. 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. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

28.3. Exclusions from Nondisclosure and Nonuse Obligations. The obligations under 28.2 ("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.

28.4. 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.

29. WAIVER.

Any waiver by AHA of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of AHA to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing AHA from enforcement of the terms of this Agreement.

30. 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

31. ADMINISTRATION.

The AHA Executive Director (or designee) shall administer this Agreement on behalf of AHA and may issue all consents, approvals, directives, and agreements on behalf of AHA called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. GENERAL.

32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of AHA and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that AHA may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against AHA relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which AHA shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives, and agents.

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

33.2 Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA officials or authorized representatives access to the work area, as well as all books,

documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF AHA OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of AHA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by AHA or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

35. **ENTIRE AGREEMENT.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Copy of RFP No. SOCSER10152021.

- v. Exhibit E – Copy of consultant's Proposal/Response to RFP No. SOCSER10152021 submitted to the AHA.
- vi. Exhibit F – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

"CONSULTANT"

LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC. ("LifeSTEPS"), a California 501 c3 corporation

By: _____
Craig Gillett
President, LifeSTEPS

"AHA"

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

By: _____
Vanessa Cooper, Executive Director

EXHIBIT A
SCOPE OF SERVICES

(Behind this Page)

Area 1	Daily Social Services for Existing Tenants at AHA/AAHC/ICD Properties
Area 2	Limited Additional Phone Counseling/Referrals
Area 3	Specialized Social Service Programs at LIHTC "Tax-Credit "Properties
Area 4	Counseling and workshops for Family Self Sufficiency (FSS) Clients
Area 5	HomeKey/Homeless housing Social Service Partners <i>(Consideration for Area 5 will be reviewed separately from the rest of the RFP)</i>

Area 1. Daily Social Services for Tenants at Existing AHA/AAHC/ICD Properties

Staffing

Provide a minimum of two full-time equivalents (FTE) of a licensed social worker or experienced case manager supervised by a licensed social worker on-site at 40 hours per week. Supervising staff assigned must have a minimum of 3 years case management experience in a similar setting. Bidder should assume that each employee(s) is available for 50 of 52 weeks of the year to allow for Paid Time off and describe how (limited) coverage could be provided during employee’s absences. Bid should include a supplies fee schedule and a brief description of the supplies requested and approximate monthly fees. Monthly expense receipts should be submitted with invoice to be reimbursed. The proposal should include resumes or same resumes of staff who may be assigned, including relevant experience and qualifications in the area of social services. Staff are expected to be on site for the hours as contracted in the agreement. Administrative work will be done on site, unless otherwise agreed in writing by AHA. In the event that new pandemic-related regulations or guidance come into place staff and AHA staff will meet promptly and agree in writing before staff work from home.

Population to be Served

The AHA/AAHC/ICD collectively own 668 units of affordable housing in the City of Alameda. The units are in several communities, all within four miles of each other. Depending on need, services at the following locations would include:

Property Mix						
Property	Unit Count	Year Built	Type	Property Mgt	Office Location	Monthly Minimum Hours
Anne B Diament	65	1975	Senior 62+	AHA	Community Room	26
Independence Plaza	186	1990	Senior 62+	AHA	Private	100
China Clipper	26	1964	Family	JSCO	Esperanza	8
Eagle Village	36	1983	Family	JSCO	Future Rosefield	8
Esperanza	120	1971	Family	JSCO	Private	60
Everett Commons	20	2018	Family	JSCO	Private	50
Littlejohn Commons	31	2018	Senior 62+	JSCO	Private	24
Parrot Village	50	1980	Family	JSCO	Little John Commons	36
Parrot Gardens	8	1935	Family	JSCO	Little John Commons	
Rosefield Village	92	2021	Family	JSCO	Private	160
Scattered Sites	34	Varies	Both	JSCO	Everett Commons *	50
TOTAL	668				TOTAL	476.3

Current LIHTC Specific Requirements

Littlejohn Commons

- Two half days per week to comply with Tax Credit Allocation Committee regulatory requirements regarding social services.
- Services shall include at least 67 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community-building and/or enrichment activities for residents (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.

- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
- All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

Everett Commons

- One half day per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services, and ten hours per week for the 5 VASH voucher holders living at the Property.
- TCAC Services shall include at least 86 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- Case management services shall include at least 10 hours per week of case management to support the 5 VASH voucher holders, as well as supporting, when necessary, other residents struggling with maintaining their housing.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Provide case management services for the 5 VASH voucher holders,

- including development and implementation of independent living plans.
- Case management services shall be provided primarily to VASH voucher holders, but also, as available, to any resident struggling to maintain stable housing, finances or health.
 - Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
 - Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
 - Respond to emergency requests during business hours, by phone if not on site.
 - Maintain weekly open office hours to provide information and referrals to other providers.
 - Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
 - Develop and build relationships with local social services providers.
 - Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
 - All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

Rosefield Village

- Thirty hours per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services.
- Additional 10 hours per week per TCAC Services to provide after school services to include tutoring, mentoring, homework club and art and recreation activities.
- Intensive case management is included in the thirty hours per week commitment to provide services to 18 units that are designated as extremely low income, these households will need assistance through the application process and continual case management to help obtain and maintain stable housing. Each household should be given an individual service plan based off an assessment of the client's medical, psychosocial, environmental, legal, financial, and educational strengths, needs and resources. Regular check-ins will be required after the household moves to monitor well being and stability.
- The remainder of the DSS' hours at the property will consist of providing

crisis management, mediation services, and social events for the residents.

- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.
- All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

Activities and Services (all sites)

- Provide educational classes at each site where there is a space for classes. For family sites, classes may include but is not limited to: parenting, English as a Second Language (ESL), budgeting, healthy living, emergency preparedness, etc. For senior sites, the same types of activities could be provided plus independent living skills and light exercise or social activities.
- Provide case management services of referrals from Property Manager. Issues may include but is not limited to: assisting tenants with non-payment of rent, non-compliance with lease provisions, domestic

violence, family discord, etc.

- Prepare and distribute a monthly newsletter on social services issues.
- Respond during business hours by phone if not on site to emergency requests
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend biweekly meetings with Property Manager to discuss on-going cases and monthly meetings with owner to discuss on going cases and programming
- Make referrals to Adult Protective Services (APS) and Child Protective Services (CPS) as necessary.
- Develop and build relationships with local social services providers. Attend a monthly Alameda social services forum.
- Participate in group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrolment, access to services etc.
- Have the ability to manage other service partners and property/community resources for residents to include Alameda Food Bank, Alameda Family Services, Veterans Administration (VA), Alameda Transit District - Easy Pass Program, Boys and Girls Club, etc.
- Utilize a variety of platforms to communicate with residents including face to face meetings, phone call, email and video conferencing.
- Provide mediation to residents and management when dealing with conflict within the community.
- Attend annual fair housing training; and other training as required by the owner.
- Meet all local health ordinances and supply PPE to your team.
- Conduct annual emergency preparedness.
- All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.

Supportive Services (Everett Commons)

Supportive services do not have to be provided at the project site. When supportive services are provided, whether on site or not, the following conditions apply:

- Monthly outreach to participants signed up to receive these services.

- Provide case management, counseling, health care resources, psychiatric and mental health care, substance abuse treatment plans.
- Life skills, parenting skills, childcare, transportation, housing search assistance, budgeting
- Employment assistance, job training/placement
- Education, vocational opportunities

Facilities and Equipment

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each large site.
- b) Wi-Fi access, through a hot spot or building Wi-Fi
- c) Furniture as necessary.
- d) Repayment of costs for a cellphone and a laptop (one per FTE) for assigned social workers. Must be included in the fee schedule.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract
- h) Copying/printing facilities for flyers and other activities. (Large scale copying may be offsite at the owner's discretion)
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Area 2. Limited Additional Phone Counseling/Referrals

Provide limited phone counseling/information and referrals to tenants or clients not covered in Area 1 above, generally tenant-based Section 8 voucher holders at privately owned properties subsidized by the AHA (Primarily). Case management or referral services will be provided to individuals/families upon a written referral by an AHA employee. Must be a licensed or experienced social worker.

A per hour fee should be quoted for this service (bidders may quote business hours and after-hours fees if they wish.) Typical issues are referrals to services for family discord, landlord/tenant issues, nonpayment of rent, hoarding and aging in place.

This service can only be bid on in conjunction with a bid for Area 1.

Area 3. Specialized Social Service Programs at LIHTC “Tax-Credit Properties

AHA currently owns 3 LIHTC buildings and plans to develop three to five more Low Income Housing Tax Credit (LIHTC) properties over the next four-five years. The expected development schedule includes the following:

Property Name and Size	Property Type	Service Begin Date
North Housing Phase (63 units)	Senior	2025
AUSD (30 Units)	Family	2026

Specific services and programs for children, families and seniors must be provided as required for projects financed through the LIHTC program. A minimum of 10 application points must be achieved for each property. The eligible services and associated point values include:

After-School Programs

- Tutoring, mentoring, homework club, and art and recreational activities
- 5 points when programs are provided weekdays throughout the school year for at least 10 hours per week.

Instructor-led Educational, Health and Wellness, and Skill-building Classes

- Financial literacy, computer training, home-buyer education, General Equivalency Degree (GED), resume building, Art/Crafts, ESL, and parenting.
- Nutrition, exercise, on-site food cultivation and preparation, smoking cessation, and other health information/awareness classes.
- 5 points for a minimum of 60 hours per year (30 hours per year at small projects). Drop-in computer labs, monitoring or technical assistance do not qualify as part of this hourly requirement.

Health and Wellness Services and Programs

Such services and programs shall provide individualized support for tenants, rather than group classes, but need not be provided by licensed individuals or organizations. The services include:

- Visiting nurses’ programs, intergenerational visiting programs, and senior companion programs.
- 5 points for a minimum of 100 hours per year per 100 bedrooms (pro-rated for smaller projects).

Services of a Licensed Service Coordinator, Social Worker or Other Specialist

Services may include:

- Providing tenants with information about available services in the community,
- Counseling and/or advocacy to tenants, such as to assist them to access education, secure employment, secure benefits, gain skills or improve health and wellness
- Organizing community-building and/or enrichment activities for tenants, including holiday events, tenant council, etc.
- 5 points per staff member; calculated at 1 FTE per 600 bedrooms (pro-rated for smaller projects)

Bid should be for each property and should include a monthly budget for supplies and a brief description of the supplies.

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each site.
- b) Wi-Fi access.
- c) Tables and chairs as necessary.
- d) Landline and computer for the social worker.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract.
- h) Copying/printing facilities for flyers and other activities.
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Will be considered as an estimate but must be bid with Areas 1 and 2 above.

Area 4: Counseling and workshops for Family Self Sufficiency (FSS) Clients

Provide monthly evening workshops on self-sufficiency (generally one hour per month plus prep time and debrief with staff). Provide limited in person or by phone counseling/information and referrals to FSS clients, if referred by AHA staff. Must be a licensed social worker. Other FSS-related social services as needed.

May be bid with or separately from Areas 1 and 2 above. A per hour fee should be quoted for this service. No additional fee will be paid for evening work.

Area 5: HomeKey/Homeless housing Social Service Partners
(Consideration for Area 5 will be reviewed separately from the rest of the RFP)

The Housing Authority may be involved in future HomeKey developments (or similar homeless housing developments) and is looking to be able to contract with one or more providers with a minimum of three years of experience working with the HomeKey target population. Please describe your agency's experience and capacity to serve as a HomeKey (or similar) service provider, including:

- a) Number of projects/units currently served with a range of on-site and off-site supportive services to a Coordinated Entry System (CES)-eligible homeless population
- b) Provide a description of services your agency has provided for a HomeKey-eligible homeless population, i.e., mental health services, substance use disorder services, primary health, employment, case management, assistance obtaining benefits and essential documentation, education, and other tenancy support services.
- c) Please provide a sample on-site staffing plan and budget for a 50-unit development, including primary care and other needed physical health and behavioral health services as well as other tenancy supports. If you have an existing HomeKey, former Roomkey, or similar development staffing plan and budget (must be for over 30 units) this budget and staffing plan may be substituted for the sample plan as long as it is not more than 2 years old.
- d) Please indicate how many years of experience your agency has serving persons of the Homekey target population.
- e) Provide a description of experience working with 3rd party property management of supportive housing developments, including any problem-solving techniques that have been proved valuable.
- f) Include any licenses your team hold for this work.

Please note that these bids may be used to create a short list of qualified partners and that a further selection round may occur once the project/s have been identified.

ADMINISTRATION OF THE CONTRACT

REPORTING (All Areas)

Monthly usage reporting for each property separately (no later than the 20th of the following month) is required on at least the following:

- Hours at each site and total hours at all sites.
 - * If there are months where total number of hours required in the contract are not met, these should be tracked in monthly reporting and made within 90 days. No more than a 10% negative variance will be permitted under the contract.
- Unduplicated number of persons by type of service and in total.
- Total classes held, duration and the attendance for each class. All in group events or classes will have a sign in sheet or list of attendees by name, address, and property. This can be done electronically or in paper. These lists will be retained at least for the duration of the contract.
- Total number of Case Management Meetings with clients.
- How many units reached out to in a month regarding services.
- Total duplicated use (e.g., a person attending a class and receiving counseling regarding late rent paying, would be counted twice.)
- Bidder will be required to provide an annual presentation to the Board of Commissioners on outcomes and number served. Sample presentation attached for reference.
- Annual report required in January to roll up Return on Investment (ROI). Items to be include are:
 - Funds secured for residents (secure/maintain housing).
 - Resources directly distributed or connected residents (maintain stability within the home).
 - Tenure for VASH clients
 - Resident and staff success stories
 - Future goals and new program initiatives

INVOICING (All Areas)

Monthly invoices for services and receipts for supplies should be billed directly to each property (all properties listed above) and submitted to the individual property management agent for processing.

For additional services contracted with the agency, such as the Family Self Sufficiency Program, invoices should be sent directly to AHA (accountspayable@alamedahsg.org).

Payments will be sent in via ACH only.

RECORDS

All records remain the property of the AHA, AAHC or ICD and must be turned over at contract termination unless they contain Personal Identifiable Information (PII) for a client who has not signed an Release of Information.

Confidentiality agreements must be signed by all staff since they will be handling confidential material and will be working in close proximity to other management staff.

** Follow appropriate HIPPA regulations.*

ADDITIONAL REQUIREMENTS

AHA residents cannot be hired for employment directly to AHA-owned properties.

EXHIBIT B
FEE SCHEDULE

(Behind this Page)

PRICE PROPOSAL FORM - For AREA 1 ONLY					Year 1 Monthly Costs			Year 1 Total	Year 2 w/ % 3	Year 3 w/ % 3	Year 4 w/ % 3	Year 5 w/ % 3	Total 3-year Contract	Total 5-year Contract
Location	Units	LIHTC	In Service	Hours/ Month	Services	Non- Services*	Total	Annual	Increase	Increase	Increase	Increase	Amount	Amount
Anne B Diamant	65		Current	26	2,460.58	27.00	2,487.58	29,850.97	30,746.50	31,668.89	32,618.96	33,597.53	92,266.36	158,482.85
Independence Plaza	186		Current	100	7,091.31	27.00	7,118.31	85,419.70	87,982.29	90,621.76	93,340.41	96,140.62	264,023.75	453,504.79
China Clipper	26		Current	8	968.03	27.00	995.03	11,940.39	12,298.60	12,667.56	13,047.59	13,439.01	36,906.55	63,393.15
Eagle Village	36		Current	8	1,350.74	27.00	1,377.74	16,532.85	17,028.84	17,539.70	18,065.89	18,607.87	51,101.39	87,775.15
Esperanza	120		Current	60	4,565.46	27.00	4,592.46	55,109.49	56,762.77	58,465.66	60,219.63	62,026.22	170,337.92	292,583.77
Everett Commons	20	Y	Current	50	3,864.00	27.00	3,891.00	46,692.00	48,092.76	49,535.54	51,021.61	52,552.26	144,320.30	247,894.17
Littlejohn Commons	31	Y	Current	24	1,611.75	27.00	1,638.75	19,665.00	20,254.95	20,862.60	21,488.48	22,133.13	60,782.55	104,404.16
Parrot Village	50		Current	36	2,192.69	27.00	2,219.69	26,636.25	27,435.34	28,258.40	29,106.15	29,979.33	82,329.99	141,415.47
Parrot Gardens	8		Current											
Rosefield Village	92	Y	2022	160	7,473.00	27.00	7,500.00	90,000.00	92,700.00	95,481.00	98,345.43	101,295.79	278,181.00	477,822.22
Scattered Sites	34		Current	4	1,274.20	27.00	1,301.20	15,614.35	16,082.78	16,565.26	17,062.22	17,574.09	48,262.39	82,898.70
Totals				476	32,851.75	270.00	33,121.75	397,461.00	409,384.83	421,666.37	434,316.37	447,345.86	1,228,512.20	2,110,174.43

***Non-Services Expenses Include:**

- Laptops - 1 per FTE
- Cellphone - 1 per FTE
- Office Supplies (monthly)
- Other: (please list) NONE LISTED

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS
 (Cyber/tech optional, not to be used for construction contracts)

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
- **Workers’ Compensation,** as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual

property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
 - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information “property” of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of the AHA may be endorsed onto the Consultants Cyber Liability Policy as follows:
 - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information “property” of the AHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. 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.

OTHER INSURANCE REQUIREMENTS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1705\01\2353114.2

- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA.
- **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, cover age, or other special circumstance.



**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

REQUEST FOR PROPOSALS (RFP) FOR SOCIAL SERVICES

Issued: October 15th, 2021

**The Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501**

Contents

- 1.0 AHA’S RESERVATION OF RIGHTS..... 6**
 - 1.1. Right to Reject, Waive or Terminate the RFP..... 6**
 - 1.2. Right Not to Award. 6**
 - 1.3. Right to Terminate. 6**
 - 1.4. Right to Determine Time and Location. 6**
 - 1.5. Right to Determine Financial Responsibility and Viability..... 6**
 - 1.6. Right to Retain Written Proposals..... 6**
 - 1.7. Right to Negotiate Fees..... 6**
 - 1.8. No Obligation to Compensate. 6**
 - 1.9. Right to Amend Prior to Award..... 6**
 - 1.10. Right to Reject Any Proposal. 6**
 - 1.11. Right to Prohibit Further Participation..... 7**
 - 1.12. Public Disclosure of Proposal Documents..... 7**

- 2.0 GENERAL/ TECHNICAL SPECIFICATIONS..... 7**
 - 2.1. Proposed Term..... 7**
 - 2.2. Number of Proposers to be Selected. 7**
 - 2.3. Funding..... 7**
 - 2.4. Federal Requirements. 7**
 - 2.5. Form of Contract..... 7**
 - 2.6. Submittal Deadline..... 8**
 - 2.7. Proposal Review. 8**
 - 2.8. Award..... 8**

- 3.0 SCOPE OF SERVICES. 8**

- 4.0 PROPOSAL FORMAT..... 8**
 - 4.1. Proposal Submittal..... 8**
 - Part 1 - Proposal Submittal Checklist: 9
 - Part 2 - Form of Proposal: 9
 - Part 3 - Profile of Proposer: 9
 - Part 4 - Cover Letter: 9
 - Part 5 - Qualifications and Experience: 9
 - Part 6 - Proposed Approach:..... 9
 - Part 7 - Customer Service: 10
 - Part 8 - Cost Analysis and Budget for Primary Services: 10
 - Part 9 - References:..... 10
 - Part 10 - The Proposer may include hereunder any other general information that it believes is appropriate to assist the AHA in its evaluation: 10
 - Part 11 – Confirmation of submission of Conflict-of-Interest Form: 10
 - 4.2. Organization of Submitted Materials..... 11**

4.3.	Submission Conditions.....	11
4.4.	Submission Responsibilities	11
4.5.	Supportive Documents.....	11
4.6.	Proprietary Information.....	12
4.7.	Eligible to Conduct Business in California.....	12
4.8.	Proposer's Responsibilities--Contact with the AHA	12
4.9.	Addenda	12
4.10.	Recap of Attachments.....	12
5.0	PROPOSAL EVALUATION.....	13
5.1.	Evaluation Factors.....	13
5.2.	Evaluation Method.....	14
6.0	Appeals	Error! Bookmark not defined.
7.0	CONTRACT AWARD.....	16
7.1.	Contract Award Procedure.....	16
7.2.	Contract Conditions.....	16
7.3.	Right to Negotiate Final Fees.....	21
7.4.	Attachments.....	21

INTRODUCTION

The Housing Authority of the City of Alameda ("AHA") is a public body corporate and politic that was formed in 1940 to provide housing assistance to low-income families within the City of Alameda. The AHA is headed by an Executive Director (ED) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations ("CFR"), Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.), other U.S. Department of Housing and Urban Development ("HUD") rules and regulations, and AHA's Procurement Policy.

The AHA has two affiliates, Alameda Affordable Housing Corporation (AAHC) and Island City Development (ICD) and several limited partnerships. Unless otherwise stated, this solicitation is for all AHA affiliated entities.

Currently, the AHA has an Annual Contributions Contract to administer 1885 tenant-based Housing Choice Vouchers, which includes 338 Project-Based Vouchers and allocations for the Family Unification Program (FUP), the Veterans Affairs Supportive Housing (VASH), the Non-Elderly Disabled (NED), and Family Self-Sufficiency (FSS) programs.

The AHA is also tasked with housing at least 14 Shelter-Plus Care Vouchers and 30 Moderate Rehabilitation households. The AHA does not operate any Public Housing units. The AHA currently owns units but is transitioning ownership of those approximately 570 units to the Alameda Affordable Housing Corporation (AAHC), an affiliate of the AHA. The AHA manages 251 units while the remainder of the portfolio with AHA and AAHC are managed by a 3rd-party management company. The AHA currently has approximately 55 employees.

The Housing Authority of the City of Alameda, in partnership with the entire community, advocates and provides quality, affordable, safe housing; encourages self-sufficiency; and strengthens community inclusiveness and diversity in housing.

The AHA is soliciting and accepting proposals from qualified, licensed, and insured consultants or companies, demonstrating their qualifications, past performance and interest for this work. The term "Proposer" used herein shall mean proposers, partnerships, corporations, associations, or professional organizations.

Details regarding this Request for Proposals, specifications, and submittal requirements are set forth in this RFP document and any attachments or amendments to it, which can also be accessed online at www.alamedahsg.org/working_with_us/business_opportunities. Proposals made in response to this solicitation must conform to all of the required specifications outlined within this document and any designated attachments or amendments in their entirety.

(Continued on Next Page)

RFP INFORMATION AT A GLANCE

<p>AHA CONTACT PERSON ("RFP MANAGER" OR "RM"):</p>	<p>Shekhar Dubbani E-MAIL: sdubbani@alamedahsg.org PHONE: (510) 747-4344 CC to Stephanie Shipe E-MAIL: sshipe@alamedahsg.org PHONE: (510) 747-4310</p>
<p>HOW TO OBTAIN THE RFP DOCUMENTS:</p>	<p>ONLINE AT: WWW.ALAMEDAHSG.ORG/WORKING_WITH_US/BUSINESS_OPPORTUNITIES OR VIA E-MAIL FROM THE AHA CONTACT PERSON LISTED ABOVE.</p>
<p>DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS (RFI) INCLUDING ANY MODIFICATIONS TO AHA CONTRACT LANGUAGE OR SCOPE OF SERVICE:</p>	<p>DEADLINE <u>October 29, 2021 AT 4:00 P.M.</u> RESPONSES TO QUESTIONS WILL BE POSTED ON THE AHA WEBSITE WITHIN THREE (3) BUSINESS DAYS. BID MEETING <u>October 26th, 2021 AT 10:00AM</u> https://us06web.zoom.us/j/83090699444?pwd=dnpFRVpGbktBWDMzRWtDZ3U5ZGVJUT09 INTERVIEW DATES Will Occur Between: November 15th – November 18th, 2021</p>
<p>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:</p>	<p>PER INSTRUCTIONS WITHIN SECTION 4.0 OF THIS RFP DOCUMENT, SUBMIT ONE (1) ORIGINAL ELECTRONIC PROPOSAL TO THE AHA BY THE DUE DATE.</p>
<p>PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:</p>	<p>November 15, 2021 AT 4:00 P.M. PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY BY THE DUE DATE TO sdubbani@alamedahsg.org AND sshipe@alamedahsg.org.</p>
<p>NOTE: AHA reserves the right to deviate from this timeline and/or modify the Scope of Service at any time.</p>	<p>NOTICES OF ANY SUCH DECISIONS OR MODIFICATIONS WILL BE LOCATED AT: WWW.ALAMEDAHSG.ORG/WORKING_WITH_US/BUSINESS_OPPORTUNITIES</p>

(Continued on Next Page)

1.0 AHA'S RESERVATION OF RIGHTS.

- 1.1. **Right to Reject, Waive or Terminate the RFP.** The AHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, in its sole and absolute discretion, if deemed by the AHA to be in its best interests.
- 1.2. **Right Not to Award.** The AHA reserves the right not to award a contract pursuant to this RFP.
- 1.3. **Right to Terminate.** The AHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 5 business day's written notice to the successful Proposer(s).
- 1.4. **Right to Determine Time and Location.** The AHA reserves the right to determine the days, hours and locations that the successful Proposer shall provide services called for in this RFP.
- 1.5. **Right to Determine Financial Responsibility and Viability.** The AHA reserves the right to require of each Proposer, information regarding financial responsibility and viability or such other information as the AHA determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6. **Right to Retain Written Proposals.** The AHA reserves the right to retain all written proposals submitted to AHA by all Proposers in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. The AHA may permit the withdrawal of proposals if requested in writing by the Proposer and such request is approved in writing by the RFP Manager for this RFP in his/her sole and absolute discretion.
- 1.7. **Right to Negotiate Fees.** The AHA reserves the right to negotiate the fees proposed by the successful Proposer.
- 1.8. **No Obligation to Compensate.** The AHA shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- 1.9. **Right to Amend Prior to Award.** The AHA reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on the AHA's website www.alamedahsg.org ("System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. AHA also reserves the right to amend the form of standard AHA contract any time prior to contract execution.
- 1.10. **Right to Reject Any Proposal.** The AHA reserves the right, in its sole discretion, to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to untimely, or incomplete proposals or proposals offering alternate or non-requested services.

1.11. Right to Prohibit Further Participation. The AHA shall reserve the right, at any time during the RFP or contract process, to prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the System and downloading this document, each Proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the System; provided however, in the event a Proposer disagrees with any of the terms contained in this RFP, a Proposer shall have the right to notify the RM in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by the AHA and ask for clarification or revision. If the RM agrees, the clarification or revision can be addressed in an addendum. Failure to abide by this time frame shall relieve the AHA, but not the Proposer, of any responsibility pertaining to such issue.

1.12. Public Disclosure of Proposal Documents. To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (California Government Code Section 6250 et seq.).

2.0 GENERAL/ TECHNICAL SPECIFICATIONS.

The Housing Authority of the City of Alameda (AHA) is seeking proposals from qualified Proposers to provide the services listed in the scope of work set forth in Exhibit “D”, attached hereto.

2.1. Proposed Term. AHA anticipates that the proposed term for the proposed service will be for a period of three (3) years with the option, at the AHA’s discretion, of two (2) additional one-year option periods, for a maximum total of five (5) years. HUD mandates that an individual service contract may not exceed a five (5) year term with a Public Housing Authority. (Exception: Audit services cannot exceed three (3) year terms.) AHA may elect to initially contract for a shorter period of time, with or without extensions, not to exceed five (5) years total.

2.2. Number of Proposers to be Selected. The AHA will choose one (1) or more successful Proposers to provide the services contemplated in this RFP.

2.3. Funding. The work to be performed upon successful award of this RFP will be funded:

- in part with [example Community Development Block Grant (CDBG) funds, HOME Investment Partnerships Program (HOME) funds, and administration funds funded under Section 8 of the Housing Act of 1937 (42 U.S.C. 1437) (“Section 8”)].
- without direct federal funding

2.4. Federal Requirements. The scope of work to be performed shall be subject to the Federal requirements set forth in Exhibit “F”, attached hereto.

2.5. Form of Contract. By responding to this RFP and submitting a proposal, the Proposer acknowledges and agrees that in connection with this RFP, AHA may only execute a contract prepared by AHA, which is substantially approved as to form and substance by AHA. As provided further within Section 6.0 herein, the AHA WILL NOT normally execute the successful Proposer's contract form; the contract will **normally** be executed on the

AHA's form only (please see Attachment B), and all specifications listed within the subject AHA contract will generally be the same specifications listed within the Scope of Services in Section 3.0. Any Proposer that does not feel that these listed specifications are reasonable or complete shall address such with the AHA in writing at the time Proposer submits its proposal in accordance with the posted submittal deadline. Once the proposal deadline has passed, the proposer cannot request additional changes. AHA may consider, in its sole discretion, all or a portion a Proposer's alternative contract form, provided such proposed alternative contract form is submitted to AHA as part of Proposer's timely proposal response.

- 2.6. Submittal Deadline.** The AHA must receive proposals by **4:00 PM Monday, November 15, 2021**. Proposals must be submitted via email to: sdubbani@alamedahsg.org with a copy to sshipe@alamedahsg.org. Proposals submitted after the deadline indicated above and/or via an alternate delivery method other than email will not be accepted.
- 2.7. Proposal Review.** The Evaluation Committee, appointed by AHA's Executive Director or designee, will review, evaluate, rank, and select the proposals according to the scoring criteria outlined in the RFP, AHA's Procurement Policy, and HUD regulations.
- 2.8. Award.** Proposals that meet the requirements outlined in this RFP will be evaluated and ranked according to the rating and selection factors described in Section 5 below. A ranking list will be prepared according to points awarded to each proposal. The proposal scoring the highest points will be conditionally awarded the contract, pending AHA Board of Commissioners approval, if required. AHA may, in its sole and absolute discretion, select none of the proposals submitted. AHA reserves the right to postpone or cancel the final award of the proposals at its convenience.

3.0 SCOPE OF SERVICES.

All Proposers are asked to describe the tasks required to successfully carry out the Scope of Services outlined in Exhibit "D", attached hereto. However, Proposer's may include additional services that the Proposer is capable of providing and which, in the Proposer's opinion, would enhance the implementation of the proposed Scope of Services. Proposers must provide pricing for any additional services presented in the proposal. Pricing for all five (5) years must be included in the proposal, including any increases, broken down by year.

4.0 PROPOSAL FORMAT.

- 4.1. Proposal Submittal.** All proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. None of the proposed services may conflict with any requirement the AHA has published herein or has issued by addendum. Each proposal should include sections addressing the following information in the order shown. The Proposer should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the Proposer believes would be helpful, should be attached at the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Subsection 1.12.

Part 1 - Proposal Submittal Checklist:

The Form of Proposal Submittal Checklist is attached as Attachment A to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 2 – Form of Proposal:

The Form of Proposal is attached as Attachment B to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal.

Part 3 – Profile of Proposer:

The Form of Profile of Proposer is attached as Attachment C to this RFP and incorporated herein by this reference. This 3-page form must be fully completed, executed, and submitted under this section as a part of the proposal submittal.

Part 4 – Cover Letter:

Provide a one-page cover letter on your letterhead that includes the address, telephone numbers, and e-mail address of the Proposer's contact person or persons. List the name and title of each person authorized to represent the Proposer in negotiations.

Part 5 – Qualifications and Experience:

Provide a statement of qualifications for your organization, a statement of the size of Proposer, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

1. How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
2. How many people in total are employed by your company? Delineate between employees and consultants.
3. If applicable, submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

Part 6 – Proposed Approach:

This section describes your proposed approach for meeting the Scope of Services required, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (if applicable), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1. Describe how you will fulfill the needs described in this RFP. Attach a project plan, if appropriate.

2. Identify how you will meet all other aspects of the Scope of Services and related requirements stated above. List any items that you cannot provide.

Part 7 – Customer Service:

1. In the event of a problem, who is to be contacted within your organization?
2. Describe your philosophy in serving vulnerable populations.
3. In the event of the identification of a problem by the AHA, describe how you will address such problems and the timeframe for addressing them.
4. In the event you have numerous responses to make to residents or applicants, how do you triage those calls?

Part 8 – Cost Analysis and Budget for Primary Services:

1. Provide an itemized budget and a detailed explanation for all costs associated with providing the requested services, including but not limited to:
 - A. Itemize and provide a proposal of costs detailed in Attachment D the Scope of Services. Use attached spreadsheet.
 - B. Is travel time to other required locations expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service. Travel must be in compliance with AHA's Travel procedures, included as Attachment F.
 - C. Include start-up costs, if any.

Part 9 – References:

List at least three (3) business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

Part 10 – Other Company Information (Optional):

The Proposer may include hereunder any other general information that it believes is appropriate to assist the AHA in its evaluation. Additional information is limited to ten (10) pages.

Part 11 – Conflict of Interest Information

Proposer must include confirmation of submission of online form. Form can be found at: <https://form.alamedahsg.org/Forms/A4Gpo>.

If no information is to be placed under any of the above noted Sections (especially the "Optional" section), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS SECTION" or "THIS SECTION LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the sections.

Unless the Proposer is an individual, all proposals must be signed with a proposer/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

- 4.2. Organization of Submitted Materials.** Proposers must submit one (1) original electronic proposal via email with the following guidelines: All proposals must be submitted electronically by the designated due date to sdubbani@alamedahsg.org with a copy to sshipe@alamedahsg.org. The subject line must denote the following: SOC SER10152021. The body of the e-mail must have the Proposer's name and return address. Proposals received after the published deadline will not be accepted.
- 4.3. Submission Conditions.** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the document that are submitted to the AHA by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, the AHA decides that any such entry has not changed the intent of the proposal that the AHA intended to receive, the AHA may accept the proposal and the proposal shall be considered by the AHA as if those additional marks, notations or requirements were not entered on such. By accessing the noted System, registering and downloading these documents, each prospective Proposer that does so is thereby agreeing to confirm all notices that the AHA delivers to them as instructed, and by submitting a proposal, the Proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 4.4. Submission Responsibilities.** It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the AHA, including but not limited to this RFP. By virtue of completing, signing, and submitting the completed documents, the Proposer is stating their agreement to comply with all conditions and requirements set forth within the aforementioned documents.
- 4.5. Supportive Documents.** By signing the Proposal Submittal Checklist form attached hereto as Attachment A, the Proposer is affirming that they agree to provide any documentation requested by the AHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review. If the AHA finds that a proposal is non-responsive or non-compliant with this RFP, written selection criteria and/or procedures, or applicable regulations, it will be rejected and returned to the Proposer with notification stating the reason for rejection. The AHA reserves the right to reject proposals at any time for misinformation, errors, or omissions of any kind, no matter how far they have been processed, in its sole and absolute discretion.

- 4.6. **Proprietary Information.** To the extent not prohibited by applicable law, if a Proposer does not desire certain proprietary information in their proposal disclosed, the Proposer is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the Proposer fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Notwithstanding anything to the contrary contained herein, any proposals and documents received in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)
- 4.7. **Eligible to Conduct Business in California.:** All proposers shall be eligible to conduct business in the State of California and City of Alameda.
- 4.8. **Proposer's Responsibilities--Contact with the AHA:** It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFP process to the RFP Manager only. Proposers must not make inquiry or communicate with any other AHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the AHA to not consider a proposal submittal received from any Proposer who may has not abided by this directive.
- 4.9. **Addenda:** All questions and requests for information must be addressed in writing to the RM. The RM will respond to all such inquiries in writing by addendum to all prospective Proposers (i.e. proposers or individuals that have obtained the RFP Documents). During the RFP solicitation process, AHA staff will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the RFP are made, between the AHA and a prospective Proposer when other prospective Proposers are not present) conversations that may give one prospective Proposer an advantage over other prospective Proposers.
- 4.10. **Recap of Attachments.** It is the responsibility of each Proposer to verify that they have downloaded the following attachments pertaining to this RFP, each of which are hereby incorporated herein by this reference:

Attachment	Description
A	Proposal Submittal Checklist
B	Form of Proposal
C	Form of Profile of Proposer
D	Scope of Services
E	Sample AHA Contract (Note: This contract is being given as a sample only. AHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that are in its best interests)

F	Travel Accommodations Expense Requirements-Consultants
G	Additional Federal Requirements
H	If HUD funded, the HUD Forms 5369-A (Certification and Representation of Offerors Non-Construction), 5369-B (Instructions to Offerors Non-Construction) / [5369 Instructions for Bidders for Contracts (Construction)]
I	Conflict of Interest Information

5.0 PROPOSAL EVALUATION. (for Areas 1 – 4)

5.1. Evaluation Factors. The following factors will be utilized by the AHA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the Proposer submits within their proposal as well as the results of the follow up interview:

A. Qualifications and Experience:

Maximum Points: 20

As indicated under Part 5, the Proposer’s qualifications and prior experience, including capability and experience of its key personnel, including their resumes and history of successfully performing similar services for public or private agencies.

B. Proposed Approach:

Maximum Points: 20

As indicated under Part 6, the Proposer’s proposed approach to conducting the Scope of Work as noted in Attachment D, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services, as well as the ability to meet any required timelines or other requirements.

C. Customer Service:

Maximum Points: 10

As indicated under Part 7, the Proposer’s approach to customer service and coordination with the AHA.

D. Cost Analysis and Budget for Primary Services:

Maximum Points: 20

As indicated under Part 8, the Proposer's itemized budget and a detailed explanation for all costs associated with providing the requested services and an itemized proposal of costs.

E. **References/Interview:**

Maximum Points: 20

As indicated under Part 9, a comprehensive list of the Proposer's references for other public and private entities that it has provided these same or similar services, and that AHA may contact, the result of which will be verified and scored accordingly by the AHA.

F. **Lowest Overall Price:**

Maximum Points: 10

The Proposer with the lowest overall cost for the primary services described by this RFP will receive the maximum amount of points and the next highest Proposers will each receive a percentage thereafter.

5.2. Evaluation Method.

- A. **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The AHA reserves the right to reject any proposals deemed by the AHA not minimally responsive (the AHA will notify such proposers in writing of any such rejection).
- B. **Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each Proposer and a copy of all pertinent RFP documents.
- C. **Evaluation Committee:** The AHA anticipates that the AHA's Executive Director or designee will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP ("Evaluation Committee"). PLEASE NOTE: No Proposer shall be informed at any time during or after the RFP process as to the identity of any Evaluation Committee member. If, by chance, a Proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within this RFP, the designated RM is the only person at the AHA that the Proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such Proposer(s) to be eliminated from consideration for award.
- D. **Evaluation:** The selection criteria set forth in Section 5.1 herein will be used by AHA to rank and select proposals for this RFP. Each criterion is comprised of several components with an associated point value. The total points awarded to a proposal

will be the aggregate of the component subtotals for each factor. This selection provides both a summary and details of the factors and point values.

- E. **Potential "Competitive Range" or "Best and Finals" Negotiations:** The AHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2 ("HUD Procurement Handbook"), conduct a "Best and Finals" Negotiation, which may include oral interviews, with all proposers deemed to be in the competitive range. Any proposer deemed not to be in the competitive range shall be notified of such in writing by the AHA in a timely manner as possible, but in any case, no longer than 5 days after the beginning of such negotiations with the proposers deemed to be in the competitive range. The HUD Procurement Handbook can be accessed at https://www.hud.gov/program_offices/administration/hudclips/handbooks/pihh/74608.
- F. **Ties/Equal Bids:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- G. **Results of Evaluation:** Once an award is made, Proposers may request via e-mail additional information regarding the results. Requests for records are limited to those that are not privileged or confidential (i.e., no successful bidder trade secrets, financials, etcetera.)
- H. **Proposal Protest:** Any prospective or actual Proposer, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the AHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (e.g. submitted an interest form, proposal, or questions, or attended a pre-bid meeting) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to AHA the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the AHA or condition is being protested as inequitable, making where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve AHA from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The AHA has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the successful Proposer receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the RFP Manager or designee. The AHA's Executive Director, or designee, shall issue a written decision on the matter. The AHA's Executive Director, or designee, may, at his/her sole discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be submitted as outlined in Section 6.0.

6.0 APPEALS

- 6.1 **Submission.** All appeals shall be marked as follows and sent via e-mail the address listed below.

SUBJECT LINE: APPEAL OF RFP SOC SER10152021

EMAIL TO: sdubhani@alamedahsg.org with a copy to sshipe@alamedahsg.org.

- 6.2 **Conflict of Interest.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer entity will be excluded from participation on the AHA Evaluation Committee. Similarly, all persons having ownership interest in and/or who contract with a Proposer entity will be excluded from participation on the AHA Evaluation Committee.

7.0 CONTRACT AWARD.

- 7.1. **Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing and submitting the Form of Proposal (Attachment B), the Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, in hard copy, including an agreement to execute the standard AHA contract form. Accordingly, the AHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses contained therein. In addition, the AHA shall not negotiate any clauses contained within any applicable HUD documents.

Depending on the amount of the award, the AHA will forward the contract or a summary to AHA's Board of Commissioners for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected Proposer.

The contract shall be awarded subject to a resolution or minute order to that effect duly adopted by the Board of Commissioners, in their sole and absolute discretion, if approval is needed. Execution of the contract documents shall constitute a written memorial thereof.

If the amount of award does not require review or approval by the AHA's Board of Commissioners, then the contract will be executed by the Executive Director or Designee.

- 7.2. **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the AHA pursuant to this RFP:

- A. **Contract Form:** The AHA will not normally execute a contract on the successful Proposer's form (see Section 2.5). Contracts will only be executed on the AHA's form (please see the Sample Contract under Attachment E), and by submitting a proposal the successful Proposer agrees to do so (please note that the AHA reserves the right to amend the AHA Sample Contract form as the AHA deems necessary). **Please note that the AHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.**

- B. **Assignment of Personnel:** The AHA shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFP and the contract if the AHA believes that such change is in the best interest of the AHA and the completion of the contracted work.
- C. **Unauthorized Sub-Contracting Prohibited:** The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of AHA's Executive Director or designee, in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of AHA's Executive Director or designee, shall be void and may result in the cancellation of the contract with the AHA, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed contract; as determined by AHA's Executive Director or designee, in his/her sole and absolute discretion.
- D. **Contract Period:** The AHA anticipates that it will initially award a contract for the period of three (3) years with the option, at the AHA's discretion, of two (2) additional one-year option periods, for a maximum total of five (5) years.
- E. **Insurance Requirements:** Prior to any individual contract award (but not as a **part** of the proposal submission) the successful Proposer will be required to provide the following during the term of the contract:
- (1) **Insurance:** Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.
 - **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
 - **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
 - **Workers' Compensation:** As required by the State of California, with Statutory Limits and Employers' Liability Insurance with limit of no less

than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.

- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If cover age is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **REQUIRED: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.
- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic

information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

- The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information “property” of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of the AHA may be endorsed onto the Consultants Cyber Liability Policy as follows:
- Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information “property” of the AHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. 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.

- (2) **Additional Insured Status:** The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or

if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

- (3) **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- (5) **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA.
- (7) **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
- (8) **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- (9) **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- (10) **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

- F. If applicable, a copy of the Proposer's license issued by the State of California licensing authority allowing the Proposer to provide the services detailed herein.
- G. All Proposers shall be eligible to conduct business in the State of California and the City of Alameda and shall provide evidence of such eligibility if requested by AHA.

7.3. Right to Negotiate Final Fees. The AHA shall retain the right to negotiate the amount of fees that are paid to the successful Proposer, meaning the fees proposed by the top-rated Proposer may, at the AHA's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after the AHA has chosen a top-rated Proposer. If such negotiations are not, in the opinion of the RM successfully concluded within 5 business days, the AHA shall retain the right to end such negotiations and begin negotiations with the next-rated Proposer. The AHA shall also retain the right to negotiate with and make an award to more than one Proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

7.4 Contract Service Standards. All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

7.5. Attachments. Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

Authorization to Distribute:

Vanessa Cooper, Executive Director

Date

ATTACHMENT A

“Proposal Submittal Checklist”

(This Form must be fully completed and placed under Part No. 1 of the proposal)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submitted by the Proposer. Also, complete the Proposer’s Statement as noted below:

X = ITEM INCLUDED	SUBMITTAL ITEMS
	Part 1 Proposal Submittal Checklist (Attachment A)
	Part 2 Form of Proposal (Attachment B)
	Part 3 Profile of Proposer Form (Attachment C)
	Part 4 Cover Letter
	Part 5 Qualifications and Experience
	Part 6 Proposed Approach
	Part 7 Customer Service
	Part 8 Cost Analysis and Budget for Primary Services
	Part 9 References
	Part 10 Other Company Information (Optional)
	Part 11 Confirmation of submission Conflict of Interest Form (Attachment I)

PROPOSER’S STATEMENT

The undersigned Proposer hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the AHA discovers that any information entered herein to be false, such shall entitle the AHA to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, including an agreement to execute the AHA Sample Contract, attached to this RFP as Attachment D. In addition, Proposer hereby agrees to provide any additional documentation requested by the AHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the AHA with the services described herein for the fee(s) entered herein.

Signature	Date	Printed Name/Title	Company
------------------	-------------	---------------------------	----------------

ATTACHMENT B
FORM OF PROPOSAL

(This Form must be fully completed and placed under Part 2 of the proposal submittal.)

- A. Form:** Each Proposer shall submit their proposed fees on this form only, which shall be completed, signed, and returned to the AHA with the completed Proposal.
- B. Entry of Proposed Fees:** Each Proposer must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. "No Proposal" is not allowed for any item, although a "No Charge" is allowed for one or more of the Pricing Items.
- C. Pricing Items:** For total proposal prices for each property based on Scope, complete table on next page and attach supplies fee schedule. Please include totals in the table below:

Description	2022	2023	2024	2025	2026
One-time setup - attach description of costs (Area 1 & 3 in Scope)	\$				
Daily Social Services for Tenants (Area 1 & 3 in Scope) <small>*Complete additional form on next page – fill in totals</small>	\$				
Additional phone counseling/Referrals (per hour fee) – (Area 2 in Scope)	\$				
Hourly fee to provide services to FSS program. (Area 4 in Scope)	\$				

*For Area 5 in Scope please provide a pricing schedule.

DateCompany

Print NameSignature

Office PhoneMobile PhoneEmail Address

Business Address

PRICE PROPOSAL FORM - For AREA 1 ONLY

Location	Units	LIHTC	In Service	Hours/Month	Year 1		Year 1 Total Annual	Year 2 w/ % Increase	Year 3 w/ % Increase	Year 4 w/ % Increase	Year 5 w/ % Increase	Total 5-year Contract Amount
					Services	Monthly Costs Non-Services*						
AUSD	30	Y	2026	?								
Anne B Diamant	65		Current	20								
Independence Plaza	186		Current	70								
China Clipper	26		Current	10								
Eagle Village	36		Current	12								
Esperanza	120		Current	50								
Everett Commons	20	Y	Current	56								
Littlejohn Commons	31	Y	Current	48								
North Housing Phase	63	Y	2025	?								
Parrot Village	50		Current	25								
Parrot Gardens	8		Current									
Rosefield Village	92	Y	2022	40								
Scattered Sites	34		Current	12								
Totals												

***Non-Services Expenses Include:**

Laptops - 1 per FTE

Cellphone - 1 per FTE

Office Supplies (monthly)

Other: (please list)

ATTACHMENT C

“PROFILE OF PROPOSER”

(This Form must be fully completed and placed under Part No.3 of the proposal submittal.)

(1) Prime Subcontractor (this form must be completed by and for each)

(2) Name of Proposer: _____ Telephone: _____ Fax: _____
 E-Mail: _____

(3) Street Address, City, State, Zip: _____

(4) **Please attach a brief biography/resume of the company**, including the following information:
 Year Proposer Established; (b) Former Name and Year Established (if applicable); and
 (c) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Proposer (submit under Part 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Part 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Federal Tax ID No.: _____

(8) State of California Business Entity Number (Secretary of State): _____

(9) Worker’s Compensation Insurance Carrier: _____
 Policy No.: _____ Expiration Date: _____

(10) General Liability Insurance Carrier: _____
 Policy No.: _____ Expiration Date: _____

(11) Professional Liability Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

(12) Has your proposer or any member of your proposer been a part to litigation with a public entity?

- Yes No

If yes, please include in section a full detailed explanation including dates, with who and state the circumstances and any resolution.

(13) Is your proposer currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?

- Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(14) Is your proposer currently in foreclosure or substantial tax arrears with a City/County or local jurisdiction?

- Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(15) Has, or is this proposer or any member of your proposer, currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

- Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(16) In the past 10 years, has your proposer or any member of your proposer failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

- Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(17) In the last 7 years, has your proposer filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?

- Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(18) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or City of Alameda or other fees?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(19) Does your proposer or any member of your proposer have a record of substantial Building Code Violations or litigation against properties owned by the proposer or by any entity or individual that comprises the Proposer?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(20) Has your proposer or any member of your proposer been convicted for fraud, bribery, or grand larceny?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(21) Debarred Statement: Has this proposer, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this proposer been de-designated as a developer of any government sponsored or publicly assisted project?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(22) Disclosure Statement: Does this proposer or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the AHA?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(23) Additional clarifying information regarding questions and statements (12) through (22) – include below and/or attach related documents:

- (24) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the AHA or any person interested in the proposed contract; and that all statements in said bid are true.

- (25) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the AHA discovers that any information entered herein is false, that shall entitle the AHA to not consider nor make award or to cancel any award with the undersigned party.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

ATTACHMENT D

“Scope of Services”

Area 1	Daily Social Services for Existing Tenants at AHA/AAHC/ICD Properties
Area 2	Limited Additional Phone Counseling/Referrals
Area 3	Specialized Social Service Programs at LIHTC “Tax-Credit “Properties
Area 4	Counseling and workshops for Family Self Sufficiency (FSS) Clients
Area 5	HomeKey/Homeless housing Social Service Partners <i>(Consideration for Area 5 will be reviewed separately from the rest of the RFP)</i>

Area 1. Daily Social Services for Tenants at Existing AHA/AAHC/ICD Properties

Staffing

Provide a minimum of two full-time equivalents (FTE) of a licensed social worker or experienced case manager supervised by a licensed social worker on-site at 40 hours per week. Supervising staff assigned must have a minimum of 3 years case management experience in a similar setting. Bidder should assume that each employee(s) is available for 50 of 52 weeks of the year to allow for Paid Time off and describe how (limited) coverage could be provided during employee’s absences. Bid should include a supplies fee schedule and a brief description of the supplies requested and approximate monthly fees. Monthly expense receipts should be submitted with invoice to be reimbursed. The proposal should include resumes or same resumes of staff who may be assigned, including relevant experience and qualifications in the area of social services.

Population to be Served

The AHA/AAHC/ICD collectively own 668 units of affordable housing in the City of Alameda. The units are in several communities, all within four miles of each other. Depending on need, services at the following locations would include:

Property Mix						
Property	Unit Count	Year Built	Type	Property Mgt	Office Location	Monthly Minimum Hours
Anne B Diamant	65	1975	Senior 62+	AHA	Community Room	20
Independence Plaza	186	1990	Senior 62+	AHA	Private	70
China Clipper	26	1964	Family	JSCO	Esperanza	10
Eagle Village	36	1983	Family	JSCO	Future Rosefield	12
Esperanza	120	1971	Family	JSCO	Private	50
Everett Commons	20	2018	Family	JSCO	Private	56
Littlejohn Commons	31	2018	Senior 62+	JSCO	Private	48
Parrot Village	50	1980	Family	JSCO	Little John Commons	25
Parrot Gardens	8	1935	Family	JSCO	Little John Commons	
Rosefield Village	92	2021	Family	JSCO	Private	40
Scattered Sites	34	Varies	Both	JSCO	Everett Commons *	12
TOTAL	668				TOTAL	139

Current LIHTC Specific Requirements

Littlejohn Commons

- Two half days per week to comply with Tax Credit Allocation Committee regulatory requirements regarding social services.
- Services shall include at least 67 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community-building and/or enrichment activities for residents (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.

- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.

Everett Commons

- One half day per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services, and ten hours per week for the 5 VASH voucher holders living at the Property.
- TCAC Services shall include at least 86 hours per year of service coordination and at least 84 hours per year of adult educational classes relevant to the senior population at the property.
- Case management services shall include at least 10 hours per week of case management to support the 5 VASH voucher holders, as well as supporting, when necessary, other residents struggling with maintaining their housing.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Provide case management services for the 5 VASH voucher holders, including development and implementation of independent living plans.
- Case management services shall be provided primarily to VASH voucher holders, but also, as available, to any resident struggling to maintain stable housing, finances or health.
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to

residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.

Rosefield Village

- Thirty hours per week to comply with Tax Credit Allocation Committee ("TCAC") regulatory requirements regarding social services.
- Additional 10 hours per week per TCAC Services to provide after school services to include tutoring, mentoring, homework club and art and recreation activities.
- Intensive case management is included in the thirty hours per week commitment to provide services to 18 units that are designated as extremely low income, these households will need assistance through the application process and continual case management to help obtain and maintain stable housing. Each household should be given an individual service plan based off an assessment of the client's medical, psychosocial, environmental, legal, financial, and educational strengths, needs and resources. Regular check-ins will be required after the household moves to monitor well being and stability.
- The remainder of the DSS' hours at the property will consist of providing crisis management, mediation services, and social events for the residents.
- Provide adult educational classes twice per month, which may include, but are not limited to, English as a Second Language (ESL), budgeting, healthy living, independent living skills, and light exercise.
- Provide service coordination, which shall include providing residents with information about available services in the community; assisting residents to access services through referral and advocacy; and organizing community building and/or enrichment activities (such as holiday events, tenant council, etc.).
- Perform a thorough needs assessment once every two years, with educational classes suspended for one month during the needs assessment process.
- Prepare and distribute a monthly flyer showing the schedule of social service activities for the month.
- Respond to emergency requests during business hours, by phone if not on site.
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend monthly meeting with AHA and JSCo Property Management staff to discuss on-going cases.
- Develop and build relationships with local social services providers.
- Participate in AHA and/or JSCo group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrollment, access to services, and other needs.

Activities and Services (all sites)

- Provide educational classes at each site where there is a space for classes. For family sites, classes may include but is not limited to: parenting, English as a Second Language (ESL), budgeting, healthy living, emergency preparedness, etc. For senior sites, the same

types of activities could be provided plus independent living skills and light exercise or social activities.

- Provide case management services of referrals from Property Manager. Issues may include but is not limited to: assisting tenants with non-payment of rent, non-compliance with lease provisions, domestic violence, family discord, etc.
- Prepare and distribute a monthly newsletter on social services issues.
- Respond during business hours by phone if not on site to emergency requests
- Maintain weekly open office hours to provide information and referrals to other providers.
- Attend biweekly meetings with Property Manager to discuss on-going cases and monthly meetings with owner to discuss on going cases and programming
- Make referrals to Adult Protective Services (APS) and Child Protective Services (CPS) as necessary.
- Develop and build relationships with local social services providers. Attend a monthly Alameda social services forum.
- Participate in group meetings with tenants. Conduct outreach to residents on key issues, such as open enrollment for health care, school enrolment, access to services etc.
- Have the ability to manage other service partners and property/community resources for residents to include Alameda Food Bank, Alameda Family Services, Veterans Administration (VA), Alameda Transit District - Easy Pass Program, Boys and Girls Club, etc.
- Utilize a variety of platforms to communicate with residents including face to face meetings, phone call, email and video conferencing.
- Provide mediation to residents and management when dealing with conflict within the community.
- Attend annual fair housing training; and other training as required by the owner.
- Meet all local health ordinances and supply PPE to your team.
- Conduct annual emergency preparedness.

Supportive Services (Everett Commons)

Supportive services do not have to be provided at the project site. When supportive services are provided, whether on site or not, the following conditions apply:

- Monthly outreach to participants signed up to receive these services.
- Provide case management, counseling, health care resources, psychiatric and mental health care, substance abuse treatment plans.
- Life skills, parenting skills, childcare, transportation, housing search assistance, budgeting
- Employment assistance, job training/placement
- Education, vocational opportunities

Facilities and Equipment

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each large site.
- b) Wi-Fi access, through a hot spot or building Wi-Fi
- c) Furniture as necessary.
- d) Repayment of costs for a cellphone and a laptop (one per FTE) for assigned social workers. Must be included in the fee schedule.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract
- h) Copying/printing facilities for flyers and other activities. (Large scale copying may be offsite at the owner’s discretion)
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Area 2. Limited Additional Phone Counseling/Referrals

Provide limited phone counseling/information and referrals to tenants or clients not covered in Area 1 above, generally tenant-based Section 8 voucher holders at privately owned properties subsidized by the AHA (Primarily). Case management or referral services will be provided to individuals/families upon a written referral by an AHA employee. Must be a licensed or experienced social worker.

A per hour fee should be quoted for this service (bidders may quote business hours and after-hours fees if they wish.) Typical issues are referrals to services for family discord, landlord/tenant issues, nonpayment of rent, hoarding and aging in place.

This service can only be bid on in conjunction with a bid for Area 1.

Area 3. Specialized Social Service Programs at LIHTC “Tax-Credit “Properties

AHA currently owns 3 LIHTC buildings and plans to develop three to five more Low Income Housing Tax Credit (LIHTC) properties over the next four-five years. The expected development schedule includes the following:

Property Name and Size	Property Type	Service Begin Date
North Housing Phase (63 units)	Senior	2025
AUSD (30 Units)	Family	2026

Specific services and programs for children, families and seniors must be provided as required for projects financed through the LIHTC program. A minimum of 10 application points must be achieved for each property. The eligible services and associated point values include:

After-School Programs

- Tutoring, mentoring, homework club, and art and recreational activities
- 5 points when programs are provided weekdays throughout the school year for at least 10 hours per week.

Instructor-led Educational, Health and Wellness, and Skill-building Classes

- Financial literacy, computer training, home-buyer education, General Equivalency Degree (GED), resume building, Art/Crafts, ESL, and parenting.
- Nutrition, exercise, on-site food cultivation and preparation, smoking cessation, and other health information/awareness classes.
- 5 points for a minimum of 60 hours per year (30 hours per year at small projects). Drop-in computer labs, monitoring or technical assistance do not qualify as part of this hourly requirement.

Health and Wellness Services and Programs

Such services and programs shall provide individualized support for tenants, rather than group classes, but need not be provided by licensed individuals or organizations. The services include:

- Visiting nurses' programs, intergenerational visiting programs, and senior companion programs.
- 5 points for a minimum of 100 hours per year per 100 bedrooms (pro-rated for smaller projects).

Services of a Licensed Service Coordinator, Social Worker or Other Specialist

Services may include:

- Providing tenants with information about available services in the community,
- Counseling and/or advocacy to tenants, such as to assist them to access education, secure employment, secure benefits, gain skills or improve health and wellness
- Organizing community-building and/or enrichment activities for tenants, including holiday events, tenant council, etc.
- 5 points per staff member; calculated at 1 FTE per 600 bedrooms (pro-rated for smaller projects)

Bid should be for each property and should include a monthly budget for supplies and a brief description of the supplies.

The AHA/AAHC/ICD will provide the following as they relate to services being provided under the Scope of Services:

- a) Community meeting space and/or private office space at each site.
- b) Wi-Fi access.
- c) Tables and chairs as necessary.
- d) Landline and computer for the social worker.
- e) Lockable filing cabinet(s) for ensuring confidentiality of client information.
- f) Pin board at each site for use by service provider.
- g) Office supplies limited to what is agreed upon at signing of contract.
- h) Copying/printing facilities for flyers and other activities.
- i) Access to agency group training sessions where relevant and at the discretion of the AHA Executive Director.

Will be considered as an estimate but must be bid with Areas 1 and 2 above.

Area 4: Counseling and workshops for Family Self Sufficiency (FSS) Clients

Provide monthly evening workshops on self-sufficiency (generally one hour per month plus prep time and debrief with staff). Provide limited in person or by phone counseling/information and referrals to FSS clients, if referred by AHA staff. Must be a licensed social worker. Other FSS-related social services as needed.

May be bid with or separately from Areas 1 and 2 above. A per hour fee should be quoted for this service. No additional fee will be paid for evening work.

Area 5: HomeKey/Homeless housing Social Service Partners ***(Consideration for Area 5 will be reviewed separately from the rest of the RFP)***

The Housing Authority may be involved in future HomeKey developments (or similar homeless housing developments) and is looking to be able to contract with one or more providers with a minimum of three years of experience working with the HomeKey target population. Please describe your agency's experience and capacity to serve as a HomeKey (or similar) service provider, including:

- a) Number of projects/units currently served with a range of on-site and off-site supportive services to a Coordinated Entry System (CES)-eligible homeless population
- b) Provide a description of services your agency has provided for a HomeKey-eligible homeless population, i.e., mental health services, substance use disorder services, primary health, employment, case management, assistance obtaining benefits and essential documentation, education, and other tenancy support services.
- c) Please provide a sample on-site staffing plan and budget for a 50-unit development, including primary care and other needed physical health and behavioral health services as well as other tenancy supports. If you have an existing HomeKey, former Roomkey, or similar development staffing plan and budget (must be for over 30 units) this budget and staffing plan may be substituted for the sample plan as long as it is not more than 2 years old.
- d) Please indicate how many years of experience your agency has serving persons of the Homekey target population.

- e) Provide a description of experience working with 3rd party property management of supportive housing developments, including any problem-solving techniques that have been proved valuable.
- f) Include any licenses your team hold for this work.

Please note that these bids may be used to create a short list of qualified partners and that a further selection round may occur once the project/s have been identified.

ADMINISTRATION OF THE CONTRACT

REPORTING (All Areas)

Monthly usage reporting for each property separately (no later than the 20th of the following month) is required on at least the following:

- Hours at each site and total hours at all sites.
 - * If there are months where total number of hours required in the contract are not met, these should be tracked in monthly reporting and made within 90 days. No more than a 10% negative variance will be permitted under the contract.
- Unduplicated number of persons by type of service and in total.
- Total classes held, duration and the attendance for each class.
- Total number of Case Management Meetings with clients.
- How many units reached out to in a month regarding services.
- Total duplicated use (e.g., a person attending a class and receiving counseling regarding late rent paying, would be counted twice.)
- Bidder will be required to provide an annual presentation to the Board of Commissioners on outcomes and number served. Sample presentation attached for reference.
- Annual report required in January to roll up Return on Investment (ROI). Items to be include are:
 - Funds secured for residents (secure/maintain housing).
 - Resources directly distributed or connected residents (maintain stability within the home).
 - Tenure for VASH clients
 - Resident and staff success stories
 - Future goals and new program initiatives

INVOICING (All Areas)

Monthly invoices for services and receipts for supplies should be billed directly to each property (all properties listed above) and submitted to the individual property management agent for processing.

For additional services contracted with the agency, such as the Family Self Sufficiency Program, invoices should be sent directly to AHA (accountspayable@alamedahsg.org).

Payments will be sent in via ACH only.

RECORDS

All records remain the property of the AHA, AAHC or ICD and must be turned over at contract termination unless they contain Personal Identifiable Information (PII) for a client who has not signed an Release of Information.

Confidentiality agreements must be signed by all staff since they will be handling confidential material and will be working in close proximity to other management staff.

** Follow appropriate HIPPA regulations.*

ATTACHMENT E

“Sample AHA Contract”

(Behind this Page)

CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this ____ day of _____, 2021 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and _____, a _____ whose address is _____, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. AHA is a Housing Authority duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.

B. Pursuant to the Housing Authorities Law, AHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.

C. AHA has determined that it requires professional services for _____.

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

E. Consultant represents that it 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.

F. AHA and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on _____, 2021 unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant shall provide the following services to AHA, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of

any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and AHA relies upon this representation. Consultant shall perform to the satisfaction of AHA, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to AHA that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.

2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of AHA.

2.4 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.

2.5 Acceptance by AHA of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed [SPELL OUT] (\$_____00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsq.org or on the AHA's vendor portal.

Housing Authority of the City of Alameda
701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: _____

(____) _____ - _____

Email: _____

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work performed (hourly rate and extensions, if applicable), the date of performance, the associated time for completion; and an invoice total.

All contracts over \$25,000 are required to be paid via Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) disbursements. The required forms can be found on the website or by contacting Finance at 510-747-4315.

4. ALTERATION OR CHANGES TO THE AGREEMENT.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by Consultant without a written amendment to this Agreement.

Consultant understands that AHA's Board of Commissioners, Executive Director, or designee, within their delegated authority, are the only authorized AHA representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

5. INSPECTION OF SERVICES.

All performances under this Agreement shall be subject to inspection by AHA. Consultant shall provide adequate cooperation to AHA representatives to permit him/her to determine Consultant's conformity with the terms of this Agreement. If any services performed or products provided by Consultant are not in conformance with the terms of this Agreement, AHA shall have the right to require Consultant to perform the services or provide the products in conformance with the terms of this Agreement at no additional cost to AHA. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, AHA shall have the right to: (1) require Consultant immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and/or (2) if applicable, reduce the Contract Price to reflect the reduced value of the services performed or products provided. AHA may also terminate this Agreement for default and charge to Consultant any costs incurred by AHA because of Consultant's failure to perform.

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit an AHA representative to monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

6. TIME IS OF THE ESSENCE.

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

7. INDEPENDENT CONTRACTOR.

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment

insurance, workers' compensation coverage, vacation, and/or sick leave. 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. 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. There shall be no employer-employee relationship between the parties; and Consultant shall hold AHA harmless from any and all claims that may be made against AHA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of AHA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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.

8. 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.

9. NON-DISCRIMINATION.

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

10. INDEMNIFICATION/HOLD HARMLESS.

10.1 Consultant shall indemnify and hold harmless AHA, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (AHA employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AHA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to AHA the appropriate form of dismissal relieving AHA from any liability for the action or claim involved.

10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10.4 AHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by AHA, or the deposit with AHA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify or hold the AHA harmless, Consultant shall procure and maintain or cause to be maintained, at its sole cost and expense. the following insurance coverage's during the term of this Agreement. 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 Appendix C.

A. **WAIVER OF SUBROGATION:**

Consultant hereby grants to AHA a waiver of any right to subrogation which any insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether AHA has received a waiver of subrogation endorsement from the Insurer.

B. **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.

C. **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.

Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

Consultant agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. CONFLICT OF INTEREST.

No employee, agent, contractor, officer or official of AHA who exercises any functions or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for one (1) year thereafter. The term "contractor" also includes the employees, officers (including board members), agents and subcontractors of Consultant under this Agreement.

Consultant covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Consultant's performance under this Agreement. Consultant further covenants that no person or subcontractor having any such interest shall be employed or retained by Consultant under this Agreement. Consultant agrees to inform AHA of all Consultant's interests, if any, which are or may be perceived as incompatible with the AHA's interests.

Consultant shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Agreement.

Consultant or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to AHA employees.

In order to carry out the purposes of this section, Consultant shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Agreement, a provision similar to that of this section.

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant further understands that it may be required to fill out a Statement of Economic Interests, a form provided by the California Fair Political Practices Commission, 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.

13. 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 venturer 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.

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

15. **PERMITS AND LICENSES.**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

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.

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.

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

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.

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

17. **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 five (5) years after receipt of final payment.

18. **NOTICES.**

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

All notices, demands, requests or approvals from 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:

19. **NO SMOKING, DRINKING OR RADIO USE.**

Consultant agrees and acknowledges that smoking, 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.

20. **TERMINATION.**

AHA may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, with or without cause, upon seven (7) days advance written notice. Such termination may be for AHA's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of Consultant to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Services attached as Exhibit A.

20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.

20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of AHA, then AHA shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

20.3 Effect of Termination for Cause. 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. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.

20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

21. **FORCE MAJEURE.**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives written notice of such force majeure event no later than fourteen (14) calendar days after commencement of such force majeure event.

22. **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.

23. **GOVERNING LAW; SEVERABILITY.**

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, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in

this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

In the event Consultant receives payment under this Agreement which is later disallowed by AHA for nonconformance with the terms of the Agreement, Consultant shall promptly refund the disallowed amount to AHA on request; or at its option AHA may offset the amount disallowed from any payment due to Consultant.

25. **NO PARTIAL DELIVERY OF SERVICES.**

Consultant shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

26. **LABOR STANDARDS.**

Consultant shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

27. **SOCIAL MEDIA/ADVERTISEMENT.**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, or displayed any information, signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise. This prohibition includes, but is not limited to, posting any information as to this Agreement and Consultant's relationship with AHA on Facebook, Twitter, LinkedIn, Yelp, Instagram and any other social media.

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and AHA regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to AHA clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AHA information or data which is not subject to public disclosure; AHA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

28.2. **Nondisclosure and Nonuse Obligation.** 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. 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. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

28.3. Exclusions from Nondisclosure and Nonuse Obligations. The obligations under 28.2 ("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.

28.4. 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.

29. WAIVER.

Any waiver by AHA of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of AHA to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing AHA from enforcement of the terms of this Agreement.

30. 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

31. ADMINISTRATION.

The AHA Executive Director (or designee) shall administer this Agreement on behalf of AHA and may issue all consents, approvals, directives, and agreements on behalf of AHA called for by this Agreement, except as otherwise expressly provided for in this Agreement.

32. GENERAL.

32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.

32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.

32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of AHA and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

32.4 Consultant acknowledges that AHA may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against AHA relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which AHA shall require.

32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives, and agents.

33. ADDITIONAL FEDERAL REQUIREMENTS.

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall

include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.

33.11 Access to Records and Records Retention: Consultant, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

34. **NONLIABILITY OF AHA OFFICIALS AND EMPLOYEES.**

No member, official employee or consultant of AHA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by AHA or for any amount which may become due to the Consultant or to its successor, or on any obligation under the terms of this Agreement.

35. **ENTIRE AGREEMENT.**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

36. **AUTHORITY TO SIGN.**

Consultant hereby represents that the persons executing this Agreement on behalf of Consultant have full authority to do so and to bind Consultant to perform pursuant to the terms and conditions of this Agreement.

37. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Copy of RFP No. _____.
- v. Exhibit F – Copy of consultant's Proposal/Response to RFP No. _____, submitted to the AHA
- vi. Exhibit E – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

ATTACHMENT F

“Travel Accommodations Expense Requirements-Consultants”

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. Costs for transportation, lodging, meals, and incidental expenses deemed reasonable as compared to the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the U.S. General Services Administration, for travel in the contiguous 48 United States

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 meet or exceed the minimums required in the RFP.

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. (e.g., recreational expenses, gifts, etc.).

Any and all costs incurred by Consultant shall not exceed the Contracted Amount set forth in the Consultant Services Contract.

ATTACHMENT G

“Additional Federal Requirements”

(NONE)

ATTACHMENT H – HUD FORMS

Non-Construction:

HUD-5369-A

HUD-5369-B

(Behind this Page)

ATTACHMENT I

Conflict of Interest Form available at: <https://form.alamedahsg.org/Forms/A4Gpo>

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

CONFLICT OF INTEREST CERTIFICATION

PART A: REGULATIONS, REQUIREMENTS AND PROHIBITIONS

As a public housing authority (PHA), the Housing Authority of the City of Alameda, including its affiliates Island City Development, the Alameda Affordable Housing Corporation, and any other affiliates (collectively, AHA) are obligated to ensure fairness in the procurement process under state and local laws and regulations and regulations of the United States Department of Housing and Urban Development (HUD) and to further ensure a standard of ethics amongst its contractors and consultants in carrying out all contractual obligations. The purposes of the Conflict-of-Interest Certification are to ensure: 1) fairness in the procurement process so that the AHA, the public, and other governmental entities have confidence in the integrity, independence, and impartiality in the selection of its consultants and contractors of the AHA; and 2) that its consultants and contractors have the best interests of the AHA while doing work on its behalf.

PART I. CONFLICT OF INTEREST

1. In accordance with HUD regulations (24 CFR §§ 570.611, 982.161), neither the AHA nor any of its contractors or subcontractors or their employees, agents, consultants, officers, or elected or appointed officials ("Bidder's/Proposer/Vendor") may enter into any contract or arrangement in connection with the Section 8/Housing Choice Voucher program or Community Development Block Grants (CDBG) in which any of the following classes of persons has any financial interest or benefit, direct or indirect, actual or apparent, during tenure or for one year thereafter:
 - (1) Any present or former member or officer of the AHA (except a participant commissioner) or their immediate family member or business associate;
 - (2) Any employee of the AHA, or their immediate family member or business associate, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
 - (4) Any member of the Congress of the United States.
2. No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
3. "Immediate family member" includes spouses, parents, siblings, and children.

4. "Financial interest or benefit" includes, but is not limited to, salaries, consultant fees, commissions, gifts, sales income, rental payments, investment income, other business income, program services that may have a monetary value, impacts to property owned by one of the parties listed above that is within 500 feet of a project funded by AHA.
5. Any member of these classes of persons must disclose the member's interest or prospective interest to AHA and HUD.

PART II. ORGANIZATIONAL CONFLICTS OF INTEREST

1. In order to ensure the best interests of the AHA in its contractual relationships and comply with state and federal conflict of interest laws, the AHA desires to avoid an organizational conflict of interest, which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - a. Award of the contract may result in an unfair competitive advantage;
 - b. The Bidder's/Proposer/Vendor's objectivity in performing the contract work may be impaired;
 - c. AHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.
2. Where a Bidder/Proposer/Vendor is aware of, or has reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, the Bidder/Proposer/Vendor shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the Bidder/Proposer/Vendor has possible organizational conflict of interests with respect to:
 - a. being given an unfair competitive advantage;
 - b. being able to render impartial, technical sound, and objective assistance or advice; and/or
 - c. any AHA official, officer, employee or their immediate family member or business associate may have a financial gain or benefit.
3. The Bidder/Proposer/Vendor must disclose all relevant information and request the AHA to make a determination as to whether there is a conflict, either actual or apparent, with respect to the contract that may be awarded.
4. The Bidder/Proposer/Vendor shall be required to agree that if, after award, the Bidder/Proposer/Vendor discovers an organizational conflict of interest with respect to this contract, the Bidder/Proposer/Vendor shall make an immediate and full disclosure in writing to the AHA which shall include a description of the action which the Bidder/Proposer/Vendor has taken or intends to take to eliminate or neutralize the conflict. The AHA may, however,

terminate the contract for the convenience of AHA if it would be in the best interest of AHA, or if required to comply with local, state and federal laws and regulations.

5. In the event the Bidder/Proposer/Vendor was aware of an organizational conflict of interest before the award of this contract, or develops an organizational conflict of interest during the performance of the contract, and fails to disclose the conflict to the AHA, the AHA may terminate the contract for default.
6. The Bidder/Proposer/Vendor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the AHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this contract.
7. As part of its bid/proposal, the Bidder/Proposer/Vendor may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.
8. No award shall be made until the disclosure or certification has been evaluated by the AHA.
9. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Bidder/Proposer/Vendor.
10. If the AHA determines that a potential conflict exists, the selected Bidder/Proposer/Vendor shall not receive an award unless the conflict can be eliminated or otherwise resolved to the satisfaction of the AHA in its sole and absolute discretion.

PART III. WARRANTY & REPRESENTATION OF NON-COLLUSION

1. Bidder/Proposer/Vendor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract.
2. Bidder/Proposer/Vendor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee as a result of consequence of obtaining or being awarded any contract.
3. Bidder/Proposer/Vendor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render the resulting contract void and of no force or effect.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

CONFLICT OF INTEREST CERTIFICATION

PART B: CERTIFICATION OF BIDDER/PROPOSER/VENDOR

- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I of Part A above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Bidder/Proposer/Vendor.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest as set forth in Part II of Part A above.
- The Bidder/Proposer/Vendor acknowledges and agrees to the obligations of Bidder/Proposer/Vendor as set forth in Part II above and to the rights and remedies of the AHA as set forth in Part II of Part A above as they relate to organizational conflicts of interest.
- The Bidder/Proposer/Vendor certifies that to the best of its knowledge and belief and except as otherwise disclosed, it has not paid or given, and will not pay or give, to any third party including, but not limited to, any AHA official, officer, employee, or immediate family member or business associate of any AHA official, officer, or employee any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any contract; and further has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any AHA official, officer, or employee, as a result of consequence of obtaining or being awarded any contract as set forth in Part III of Part A above.
- The Bidder/Proposer/Vendor has disclosed the following (by submitting an online form at: <https://form.alamedahsg.org/Forms/A4Gpo>):
 - (a) Any current or prior personal relationships with AHA current or former official, officer or employee or their immediate family member or business associate
 - (b) Any current or prior business or financial relationships with AHA current or former official, officer or employee or their immediate family member or business associate
 - (c) Any current or prior relationship with AHA current or former official, officer or employee or their immediate family member or business associate
 - (d) If aware of, or there is reason to be aware of, an organizational conflict of interest, whether actual or apparent at the time of this submittal, describe all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder.



Empowerment. Impact. Community. One STEP at a time.

Response to Request for Proposals for

SOCIAL SERVICES

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Life Skills Training and Educational Programs, Inc. – LifeSTEPS

November 15, 2021

Electronic Submittal

The mission of LifeSTEPS is to provide effective educational and supportive services to maximize the strengths of individuals and build resilient communities.

3247 Ramos Circle, Sacramento, CA 95827
Phone: 916.965.0110 Fax: 916.965.0102 www.lifestepsusa.org

ATTACHMENT A

“Proposal Submittal Checklist”

(This Form must be fully completed and placed under Part No. 1 of the proposal)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submitted by the Proposer. Also, complete the Proposer’s Statement as noted below:

X = ITEM INCLUDED	SUBMITTAL ITEMS
X	Part 1 Proposal Submittal Checklist (Attachment A)
X	Part 2 Form of Proposal (Attachment B)
X	Part 3 Profile of Proposer Form (Attachment C)
X	Part 4 Cover Letter
X	Part 5 Qualifications and Experience
X	Part 6 Proposed Approach
X	Part 7 Customer Service
X	Part 8 Cost Analysis and Budget for Primary Services
X	Part 9 References
X	Part 10 Other Company Information (Optional)
X	Part 11 Confirmation of submission Conflict of Interest Form (Attachment I)

PROPOSER’S STATEMENT

The undersigned Proposer hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the AHA discovers that any information entered herein to be false, such shall entitle the AHA to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, including an agreement to execute the AHA Sample Contract, attached to this RFP as Attachment D. In addition, Proposer hereby agrees to provide any additional documentation requested by the AHA upon notification of award under this RFP to ensure compliance with applicable requirements. Proposers may be asked to submit additional information to help facilitate the proposal review.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the AHA with the services described herein for the fee(s) entered herein.



11/15/2021

Craig Gillett, President

LifeSTEPS

Signature

Date

Printed Name/Title

Company

**ATTACHMENT B
FORM OF PROPOSAL**

(This Form must be fully completed and placed under Part 2 of the proposal submittal.)

- A. Form:** Each Proposer shall submit their proposed fees on this form only, which shall be completed, signed, and returned to the AHA with the completed Proposal.
- B. Entry of Proposed Fees:** Each Proposer must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. "No Proposal" is not allowed for any item, although a "No Charge" is allowed for one or more of the Pricing Items.
- C. Pricing Items:** For total proposal prices for each property based on Scope, complete table on next page and attach supplies fee schedule. Please include totals in the table below:

Description	2022	2023	2024	2025	2026
One-time setup - attach description of costs (Area 1 & 3 in Scope)	\$ 0	0	0	0	0
Daily Social Services for Tenants (Area 1 & 3 in Scope) <i>*Complete additional form on next page – fill in totals</i>	\$ 397,641.24	409,570.48	421,857.59	457,313.32	505,832.72
Additional phone counseling/Referrals (per hour fee) – (Area 2 in Scope)	\$ 69.00	71.07	73.20	75.40	77.66
Hourly fee to provide services to FSS program. (Area 4 in Scope)	\$ 78.00	80.34	82.75	85.23	87.79

*For Area 5 in Scope please provide a pricing schedule.

11/15/2021 Life Skills Training and Educational Programs, Inc. (LifeSTEPS)

Date	Company	
Craig Gillett		
Print Name	Signature	
916-965-0110	323-500-9303	Craig@LifeSTEPSusa.org
Office Phone	Mobile Phone	Email Address
3247 Ramos Circle, Sacramento, CA 95827		
Business Address		

ATTACHMENT C

“PROFILE OF PROPOSER”

(This Form must be fully completed and placed under Part No.3 of the proposal submittal.)

- (1) Prime Subcontractor (this form must be completed by and for each)
 Life Skills Training and Educational
- (2) Name of Proposer: Programs, Inc. (LifeSTEPS) Telephone: 916.965.0110 Fax: 916.965.0102
 E-Mail: Craig@LifeSTEPSusa.org
- (3) Street Address, City, State, Zip: 3247 Ramos Circle, Sacramento, CA 95827
- (4) **Please attach a brief biography/resume of the company**, including the following information:
 Year Proposer Established; (b) Former Name and Year Established (if applicable); and
 (c) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Proposer (submit under Part 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP
Craig Gillett	President	N/A; 501c3 Nonprofit
Beth Southorn	Executive Director	
Bruce Kuban	Director Supportive & Health Services	

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Part 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE
Ann Elias	Director Community and Resident Services
Belinda Lee	Regional Director, Bay Region
Candice Williams	Regional Supervisor, Bay Region

- (7) Federal Tax ID No.: 33-0720982
- (8) State of California Business Entity Number (Secretary of State): C1973923
- (9) Worker’s Compensation Insurance Carrier: Insurance Co of the West
 Policy No.: WSA 503759804 Expiration Date: 8/31/2022
- (10) General Liability Insurance Carrier: Nonprofits Insurance Alliance of California
 Policy No.: 2021-15669 Expiration Date: 8/31/2022
- (11) Professional Liability Insurance Carrier: Nonprofits Insurance Alliance of California

Policy No.: 2021-15669 Expiration Date: 8/31/2022

(12) Has your proposer or any member of your proposer been a part to litigation with a public entity?

Yes No

If yes, please include in section a full detailed explanation including dates, with who and state the circumstances and any resolution.

(13) Is your proposer currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(14) Is your proposer currently in foreclosure or substantial tax arrears with a City/County or local jurisdiction?

Yes No Note: The published RFP form had the “No” already checked, LifeSTEPS’ response is “No”.

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(15) Has, or is this proposer or any member of your proposer, currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(16) In the past 10 years, has your proposer or any member of your proposer failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(17) In the last 7 years, has your proposer filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?

Yes No Note: The published RFP form had the “Yes” already checked, LifeSTEPS’ response is “No”.

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(18) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or City of Alameda or other fees?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(19) Does your proposer or any member of your proposer have a record of substantial Building Code Violations or litigation against properties owned by the proposer or by any entity or individual that comprises the Proposer?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(20) Has your proposer or any member of your proposer been convicted for fraud, bribery, or grand larceny?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(21) Debarred Statement: Has this proposer, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this proposer been de-designated as a developer of any government sponsored or publicly assisted project?

Yes No

If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(22) Disclosure Statement: Does this proposer or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the AHA?

Yes No


If yes, please include clarifying information including dates, with who and state the circumstances and any resolution in section (23) below.

(23) Additional clarifying information regarding questions and statements (12) through (22) – include below and/or attach related documents:

The published RFP had responses for questions 14 and 17. Correct answer for LifeSTEPS is “No” to both questions 14 and 17.

(24) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the AHA or any person interested in the proposed contract; and that all statements in said bid are true.

(25) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the AHA discovers that any information entered herein is false, that shall entitle the AHA to not consider nor make award or to cancel any award with the undersigned party.

Signature:  _____

Printed Name: Craig Gillett _____

Title: President _____

Company: Life Skills Training and Educational Programs, Inc.—LifeSTEPS _____

Date: 11/15/2021 _____



Empowerment. Impact. Community. One STEP at a time.

PART 4 – COVER LETTER

November 15, 2021

Housing Authority of the City of Alameda
Attn: Shekhar Dubbani
701 Atlantic Avenue
Alameda, CA 94501-2151

Re: Social Services Request for Proposal, 10/15/2021

To the Evaluation Committee:

Thank you for allowing us to submit the enclosed proposal in response to the Housing Authority of the City of Alameda's ("AHA") October 15, 2021 RFP for Social Services.

As will be addressed in more detail in the body of our proposal, LifeSTEPS has vast experience in all five areas of the AHA RFP. LifeSTEPS has been providing social services, including case management, service coordination, educational classes and many other forms of meaningful social services to residents of affordable and supportive housing for over twenty-five years. Our staff is trained to understand and address the issues most common in both family and senior affordable and supportive housing sites. We currently serve over 36,000 units of affordable and supportive housing in California, the vast majority of it financed with tax credits. The Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services have designated LifeSTEPS an approved provider of Intensive Case Management Services for supportive housing communities. LifeSTEPS has also successfully run the FSS program for the Housing Authority of the County of Santa Clara since 2014, with over 330 participants currently taking part in the program.

As Board President, I am authorized to represent LifeSTEPS in contract negotiations. And, lastly, as requested, our only concerns with AHA's sample contract are: Paragraph 5: Inspection of Services (language re remedies); Paragraph 20: Termination (notice period and remedies); and Paragraph 27: Social Media (clarification re scope of social media prohibitions).

Thank you again for allowing us to submit the enclosed proposal. Please feel free to reach out directly if you have any questions or concerns.

Very Truly Yours,

Craig A. Gillett

The mission of LifeSTEPS is to provide effective educational and supportive services to maximize the strengths of individuals and build resilient communities.

3247 Ramos Circle, Sacramento, CA, 95827
Phone: 916.965.0110 Fax: 916.965.0102 www.lifestepsusa.org



Empowerment. Impact. Community. One STEP at a time.

Part 5 – Qualifications and Experience

A. Organization Size, Service Experience and History of LifeSTEPS

Formed in 1996, LifeSTEPS is a large, statewide organization serving over 98,000 residents living in more than 36,000 units of family, senior and SRO, low-income affordable and supportive housing. The vast majority of our portfolio is financed through tax credits. About forty percent of our portfolio is senior housing and sixty percent family. While LifeSTEPS began as a service provider to residents of affordable housing, for the last ten years LifeSTEPS has moved into a wider array of services, including supportive services for mentally ill and formerly homeless individuals and families, HUD housing, Section 8, PBV, VASH, SRO, and MHSA projects. We currently provide resident services to 2,209 units of Santa Clara County HUD housing and 4,549 units of Sacramento Housing Redevelopment Agency housing. The Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services have designated LifeSTEPS an approved provider of Intensive Case Management Services for homeless and special needs housing communities. We are the lead service agency with DHS for 237 formerly homeless, mentally ill and disabled individuals living in Los Angeles. We are the lead service provider at four one-hundred percent special needs projects in the Inland Empire, Los Angeles and Sacramento areas. Lastly, all of our social workers regularly deal with the same issues in affordable housing that afflict the chronically homeless: mental disorders, physical disabilities, histories of physical abuse, substance abuse, insufficient education, and a lack of life skills. We have the history, depth, knowledge, skills, and strength as an organization to work effectively and efficiently with a wide range of resident needs and within the full spectrum of affordable and supportive housing. Please see Exhibit 1, LifeSTEPS' List of Communities.

LifeSTEPS' mission is to provide effective educational and supportive services to maximize the strengths of individuals and build resilient communities. Our vision is that every person touched by LifeSTEPS will be empowered with the skills, resources, and support to maintain stable housing, attain self-sufficiency, and break the cycle of poverty. Our overall purpose is to catch children, families, individuals and seniors before they fall into homelessness and to provide them with the tools they need to thrive.

We provide a comprehensive set of social services that includes case management, service coordination, after school programs for children, aging-in-place services for seniors, financial literacy, employment skills, mediation services, health and wellness activities, crisis intervention, individualized and group life skills education and services, green living, food distribution programs, mental health referrals, community activities, fund raising, and eviction prevention through our Client Assistance Safety Net program.

Part 5 – Qualifications and Experience of LifeSTEPS - continued

LifeSTEPS has been at the forefront of developing and delivering resident services to LIHTC communities across the state of California for two decades. LifeSTEPS has developed many of the resident programs and activities that the tax credit industry has come to embrace as the standard for resident services in California. We understand the rules and regulations governing social services at LIHTC developments and have never once had a Tax Credit application rejected for faulty or insufficient documentation of social services. LifeSTEPS regularly provides a variety of specialized services for particular housing agencies, including CTCAC, CDLAC, AHP, HCD, HUD, and many cities across the state. We also provide Family Self-Sufficiency services to the Housing Authority of the County of Santa Clara. Please visit our website at www.lifestepsusa.org for additional background information.

From its inception, LifeSTEPS has provided social services, with service coordination and case management at its core, to all of its residents: family, senior, children, and adult/SRO. We value the bond of trust between service provider and resident, a human relationship of care, with professional boundaries, that often means the difference between housing success and failure. In 2012, the California Housing Consortium recognized LifeSTEPS as Non-Profit of the Year for its leadership in resident services. We currently provide social services to 1,499 low-income housing units in the County of Alameda and have working relationships with many government and non-profit agencies throughout the County.

As important as any other factor we could mention, LifeSTEPS makes collaboration with property owners and property management companies a high priority. Over the years we have developed procedures and policies that ensure a collaborative and complimentary effort with property managers, thereby avoiding resident splitting and turf battles. This cannot be overemphasized: a positive relationship between property management and social services is crucial to the power and impact of resident services. We routinely schedule ongoing meetings with our partners to ensure the highest quality of services to our residents. In addition, we provide monthly written reports to our partners detailing our activities and outcomes. Because accurate reporting and documentation are key components of meeting service requirements, LifeSTEPS has developed a proprietary web-based data collection system for all of our resident services.

Part 5 – Qualifications and Experience of LifeSTEPS - continued

B. Staffing

1. Projected Staffing for Area 1

LifeSTEPS plans on staffing Area 1 services with 2.25 FTE Directors of Social Services (“DSS”), one After School Coordinator staffed at 0.25 FTE, and one VASH Case Manager staffed at 0.25 FTE, with additional regional and licensed clinical supervision time of 0.20 FTE as part of overhead. Note 1: AHA’s new RFP requires a higher FTE than is currently required at the properties (e.g., Rosefield’s increased service needs). Because of this we have proposed an increase of 0.50 FTE from current service levels to meet the current RFP. Note 2: AHA’s current RFP refers to case managers, resident service coordinators and even to a DSS in one place for the on-site affordable housing service staff. For clarity’s sake, we are using the terms “Director of Social Services” or “DSS” because these terms should be familiar to AHA. In form and function, the DSS is the equivalent of a resident service coordinator or case manager. This approach mirrors requirements for case management staffing and oversight in both Los Angeles and Alameda County’s intensive case management programs.

2. Total Number of LifeSTEPS Employees

LifeSTEPS currently employs 212 full-time and part-time Directors of Social Services, After School Program Coordinators, Intensive Case Managers, Supervisors and Administrative staff. In addition, we have consulting contracts with LCSW and LMFT experts for clinical supervision and oversight. Please see Exhibit 2, LifeSTEPS’ Organizational Chart for a clear overview of the relationship between administrative, analytical, management and operations staff members.

LifeSTEPS provides staff members with regularly scheduled, high quality training. Our Director of Community and Resident Services provides weekly training sessions to our Regional Supervisors. Our Regional Supervisors in turn train all their on-site staff members by providing weekly training sessions by telephone and in-person trainings every two months. In addition, we have ongoing training through our LifeSTEPS Training Academy. Our proprietary curricula, forms, and additional training materials are available via our employee only website.

Part 5 – Qualifications and Experience of LifeSTEPS - continued

3. Professional Resumes of Key Principals

Craig A. Gillett - President of the Board, Founder

Craig is an attorney, educator and licensed Marriage and Family Therapist living in Los Angeles. He has been involved with non-profit agencies since 1992, with a focus on homelessness, affordable housing for families and seniors, and mental health issues. At Antioch University Los Angeles, Craig was a core faculty member and the Director of Clinical Training in the Master's Degree Program in Clinical Psychology. Craig also maintains a small private psychotherapy practice in Los Angeles. Craig's contributions to LifeSTEPS include the insistence on high quality service providers and case management services for every resident. Craig states, "we know from experience the crucial role that case management plays in stabilizing housing. We value the bond of trust between service provider and resident, a human relationship of care with professional boundaries that often makes the difference between housing success and failure."

Beth Southorn, M.A. - Executive Director

Beth has been working in the Social Service field since 1991. She has had experience with the mental health population, the aging, the homeless, the incarcerated, individuals in drug and alcohol recovery, domestic violence, and welfare recipients. Her experience in diversity, leadership, and program development has allowed her to form national models of success with vocational rehabilitation and affordable housing service programs. Beth earned her Master's degree in Counseling Psychology from the University of Notre Dame de Namur, and a Bachelor's degree in Psychology from San Francisco State University. Beth continues to enhance and improve the successful model of resident empowerment she created and implemented for various affordable housing communities throughout Northern California.

Beth joined LifeSTEPS in 2001 as a Regional Director of Social Services leading Northern California. Beth has spearheaded the agency's efforts in creating a successful model for delivering social services to affordable apartment communities. Under Beth's leadership, LifeSTEPS now offers comprehensive social services to residents at nearly 370 affordable housing communities throughout the state of California, serving over 36,000 homes and approximately 98,000 individuals.

Bruce Kuban, M.S.M.F.T. – Director of Supportive and Health Services

Bruce has the primary responsibility of providing quality assurance, compliance and oversight to several special projects contracted by LifeSTEPS to provide social and supportive services to residents living in affordable permanent housing. Two such projects include the Family Self Sufficiency program with the Santa Clara County Housing Authority and supervision of intensive case management services provided to formerly homeless residents now in permanent supportive housing provided through the Los Angeles County Department of Health Services, Housing for Health division. With over 30 years of experience in the field of Social Services, Bruce has worked as a case manager to clients receiving subsidized child care, a Family Resource Center Project

Part 5 – Qualifications and Experience of LifeSTEPS - continued

Manager and 10 years as a middle school counselor. He received his Master’s Degree in Marriage, Family and Child Counseling from Sacramento State University. While now working in an administrative capacity Bruce admits to always having a soft spot in his heart for direct services and face to face to contact with clients so his frequent site visits and opportunities to meet with residents is the continuing fuel that drives his passion to work in the field of service coordination.

4. Professional Resumes of Project Manager and Supervisors

Ann Elias, Director of Community and Resident Services

Ann Elias is a strategic leader with over 25 years of experience in non-profit organizations. She is currently responsible for affordable housing resident services operations at LifeSTEPS, overseeing a team of 180 staff serving nearly 100,000 residents throughout the state of California.

A dedicated educator, she has created and delivered workshops, presentations and programs to optimize human performance and leverage world-class outcomes. Throughout her career she has directed organizational effectiveness initiatives, including talent management, training and development, workforce engagement, diversity and inclusion, performance development, succession planning and is passionate about building interdependent teams to deliver outstanding results.

She has an MBA in Marketing from Webster University and holds certifications as a master trainer, strengths coach and change management professional. Ann has directed collaborative initiatives with diverse key stakeholders to deepen culture and develop talent across large and complex organizations.

Ann has also served as a life coach and consultant. She enjoys collaborative working relationships and empowering people to fulfill their personal mission and life goals.

Belinda Lee, Regional Director

Belinda Lee has worked in the Social Services field for over 30 years, with her career initially focused on homeless children at Shelter Network of San Mateo County. For the past 20 years Belinda has been dedicated in delivering the LifeSTEPS mission to prevent homelessness, empower individuals and build resilient communities. She is currently the Regional Director of Social Services for the Bay Region and is passionate about serving residents with excellence. During her career at LifeSTEPS Belinda has been deeply instrumental in developing and guiding programs and services offered by LifeSTEPS. She is responsible for a team of 18 staff who provide case management, facilitate educational classes and activities and connect residents to important local, state and federal resources. Belinda has also been a pivotal member of the LifeSTEPS leadership team from supporting our older adult population with onsite food distributions to ensuring that families have the proper tools and resources to be self-sufficient. She holds a Bachelor’s Degree in Gerontology from California State University East Bay.

Part 5 – Qualifications and Experience of LifeSTEPS - continued

Candice Williams, Regional Supervisor

Candice Williams began her career with LifeSTEPS in 2017. She currently serves as the Regional Supervisor of Social Services at LifeSTEPS for the Bay Region. She currently supervises twelve employees and her role includes, but is not limited to, overseeing and participating in the food bank, facilitating internal and external training sessions, conducting outreach in the Bay Area communities, and advocating and acting as a liaison for residents while maintaining healthy relationships with community partners and employees.

Candice previously worked as a case manager for the family self-sufficiency program currently known as the FSS program, with the Santa Clara County Housing Authority. Her main focus was to help residents create and achieve attainable goals to become self-sufficient within the areas of health and wellness, budgeting, credit repair and pursuing higher education. She was also responsible for collaborating with local non-profits and government agencies to ensure safe transitions for each client.

Candice received her Bachelor of Arts in Psychology from Holy Names University and is currently pursuing her Master of Social Work from California State University, East Bay in Hayward, CA.



Empowerment. Impact. Community. One STEP at a time.

Part 6 – Proposed Approach

A. Overall Approach to Services for Areas 1, 2, 3 and 4

As an overview, LifeSTEPS' field staff is organized much like a property management company, with a Director of Community and Resident Services overseeing Regional staff members (RDSS's), who in turn oversee on-site Directors of Social Services (DSS's), Case Managers for FSS (CM's), and After-School Coordinators (ASC's). In the City of Alameda, we have a Director of Community and Resident Services overseeing all staffing and resident services throughout California, an RDSS for Alameda who would oversee services and on-site staff members at the Housing Authority's properties, and the on-site DSS's delivering services at each property or group of properties. [AHA's current RFP refers to case managers, resident service coordinators and even to a DSS in one place for the on-site affordable housing service staff. For clarity's sake, we are using the terms "Director of Social Services" or "DSS" because these terms should be familiar to AHA. In form and function, the DSS is the equivalent of a resident service coordinator or case manager.] Please see Exhibit 2, LifeSTEPS' Organizational Chart for an overview of our staffing hierarchy.

For Area 1 family and senior sites, we will assign 2.25 FTE DSS's with a minimum of three years' experience to deliver resident services, including case management, service coordination, and educational classes, one VASH Case Manager staffed at 0.25 FTE, and a 0.25 FTE ASC for Rosefield Village, which requires a 10 hour per week After School Program. (For Area 1, AHA's new RFP requires a higher FTE than is currently required at the properties. Because of this we have proposed an increase of 0.50 FTE to meet the current RFP needs at Rosefield.) We will assign one or more of our other local DSS's to participate in delivering referrals and counseling by telephone to Area 2 participants. For Area 3, we are very confident in our ability to participate successfully with the Housing Authority in the CTCAC/CDLAC application process. We can readily provide the Housing Authority and CTCAC/CDLAC with memoranda of understanding, proof of experience, and all other necessary documents to obtain the full 10 points required for resident services under current or future CTCAC/CDLAC regulations. Please see the Area 3 service proposals below for more specifics regarding services at North Housing and AUSD. For Area 4, we would hire a Case Manager to administer and provide services to the FSS clients.

Description of Work Processes - continued

B. Specific Approach to Services for Areas 1 and 3:

As appropriate in each of Areas 1 and 3, LifeSTEPS' on-site DSS will focus on oversight of resident services; resource development; service reports; liaison work with property management and ownership; and providing direct services such as case management, service coordination, crisis intervention, educational classes, after-school programs (if requested), mediation and social events. The DSS will maintain regular, posted office hours for both scheduled meetings and drop in hours to address individual resident concerns. These office hours will also be available for resident mediations and regular discussions with property management staff. The DSS will schedule and teach educational classes and plan and implement social activities to build community among the residents. The DSS will also conduct a needs assessment process during the first few months after lease up to gather information from the residents as to what services they desire. The DSS will provide property managers and residents with his or her cell phone number so that during regular business hours, even when the DSS is off-site, residents can get prompt attention when issues arise.

A typical service plan for a family affordable housing site might look like the one below. Of course, each site's service plan will differ depending on the population and the specific resident needs of the community.

Project Name: Affordable Family Apartments

Location & Type: Alameda, CA - Multi-Family

Name of General Partners: Owner and MGP

Required Services per Regulatory Agreement: Service Programs are required through CTCAC, CDLAC and Bond Regulatory Agreements. The property owner, Affordable Family Apartments, LP, is committed to providing professional, appropriate social services to the residents of the property. Services, provided at no cost to all residents at the Property, shall include: service coordination, an after-school program for school age children, educational classes for adult, and enrichment activities.

Monitoring Agencies: CDLAC Regulatory Agreement: California Tax Credit Allocation Committee (CTCAC)

General Program Description:

LifeSTEPS' mission is to provide educational and social service programs to residents of affordable and supportive housing communities, with a focus on life skills training, education and supportive services for children, adults and seniors. LifeSTEPS shall provide appropriate Social Services to residents at this property designed to meet the needs of the residents and to meet the requirements of the Regulatory Agreement governing social services at the property. The interactions between the social service provider and the residents are confidential and case notes are not shared with the property owner or property management. LifeSTEPS shall develop its programs based

Description of Work Processes - continued

on a thorough needs assessment process. At each of its properties, LifeSTEPS provides as part of its regular services the following: coordination of programs and activities, case management, mediation, counseling, enrichment programs and referral and information services for the residents. It should also be noted that any success in providing services to the residents has been due largely to the concerted efforts of ownership, property management, funding sources, residents, community agencies and the social service provider. It truly does “take a village.”

PROGRAMS TO MEET THE REGULATORY AGREEMENT

1. SERVICE COORDINATION (including Case Management):

Service Coordination

LifeSTEPS will assign to this property a Director of Social Services, a professional social worker with a Bachelor’s degree and work experience in the field, and an after-school coordinator. The Director of Social Services provides long-term support with regular visits to the property and availability by telephone. He or she becomes part of the residential community, building a lasting relationship with the residents and the property management staff. This allows the Director of Social Services to meet the unique needs of each property and the individuals who live there. Addressing individual needs is the first step in building a strong and healthy community.

The LifeSTEPS Director of Social Services is responsible for all service coordination. This includes interfacing with local agencies to maximize their effectiveness to residents. For example, LifeSTEPS educates residents about food bank resources, rental assistance programs and the medical benefits application process. In addition, the Director of Social Services regularly connects with the Property Manager to ensure that educational classes, social activities and case management work orders are effectively managed. The goal of each LifeSTEPS program and activity is to foster a sense of community among the residents while supporting each individual within the community. It is our desire that residents move forward in their lives. Our social workers are trained to intervene in difficult circumstances such as domestic abuse, mental health problems, or threat of eviction.

Goal: The goal of each LifeSTEPS program and activity is to foster a sense of community among the residents while supporting each individual within the community.

Objective: to stop the cycle of poverty, intervene and prevent domestic violence situations, create long-term residency.

Days of the week: Programs and services vary depending on the individual needs at each property.

Description of Work Processes - continued

Social Service Days

Social Service Days are a walk-in opportunity for residents to meet one on one with LifeSTEPS staff. On Social Service Days, LifeSTEPS conducts on-site office hours to address any individual needs of the residents. On these days, LifeSTEPS provides, among other things, case management, job search help, referral information, and budget counseling to the residents. Social Service Days are scheduled in advance, and dates and times are posted prominently. LifeSTEPS also seeks to empower resident volunteers who have experience in social services to assist other residents.

Goal: To assist the residents with any individual needs they may have so that they can continue to live and thrive in the affordable housing community in which they are living.

Objective: To increase resources for the residents and to increase resident participation.

Days of the week: Social Service Days are offered a minimum of three times a month, depending on resident needs. [Case Management, however, is available on an as needed basis, year around, Monday through Friday, during regular business hours.]

Case Management

Case Management services provide easy and quick access to trained professionals for individual problems that may arise for residents. Case management work is monitored by a work order system that helps property management and LifeSTEPS communicate together effectively and to ensure that residents with issues do not get overlooked. Again, most information given to the LifeSTEPS' staff by residents is held in confidence and is not shared with management.

Goal: The goal of this program is to provide to residents (whether referred by property management or self-referred) social service assistance such as referral information, case plans, rental assistance, assistance with obtaining governmental entitlements, encouragement, etc.

Objective: The objectives are to enable each resident the ability to increase their self-determination, self-sufficiency, and decision-making skills. Tasks and goals are developed for each case plan and residents must meet specific tasks at the assigned times.

Days of week classes conducted: Available by telephone or appointment during business hours Monday through Friday.

Description of Work Processes - continued

Mediation Services

Goal: The goal of this program is to assist residents and management to communicate clearly, explore solutions to conflict, and produce a plan for how conflict will be resolved. This service is offered for conflicts between residents, as well as for resident conflicts with property management.

Objective: The objective is to maintain housing and increase the communication and conflict resolutions skills of the residents. It also provides the opportunity to ensure that a third party assists with a fair resolution of conflicts.

Days of week Mediation offered: Available during business hours Monday through Friday, year around.

2. AFTER-SCHOOL ACTIVITIES

LifeSTEPS fosters various After-School Programs for children throughout the year, including regular after-school hours for homework help and educational activities.

After-School Activities: LifeSTEPS will work on its own and with other local non-profits to provide various after-school children's activities throughout the year.

Goal: To maintain and improve a positive academic focus for program participants. To provide a safe and educationally enriched environment for children to access after school hours.

Objective: Solicit participants for the program.

Times for program: 2 hours a day, five days a week, in the afternoon after school ends.

3. EDUCATIONAL CLASSES:

LifeSTEPS has developed a set curriculum of quarterly themed classes, including such subjects as computer training, health and safety, financial management and job seeking skills for residents.

Goal: To provide intellectual stimulation and useful information for the residents. To increase educational opportunities and to create a long-term interest in learning.

Objective: To develop educational classes for the residents and to recruit participants for the program.

Days of the Week: A minimum of one day per week.

Description of Work Processes - continued

4. ENRICHMENT ACTIVITIES:

Health Program

LifeSTEPS seeks to foster regularly scheduled exercise classes, healthy living programs, and food programs for the residents.

Goal: To increase overall health and wellness of residents with focus geared toward early prevention of illness and management of chronic conditions. LifeSTEPS seeks to develop an array of these activities for all residents.

Objective: To build the health program by assuring availability of exercise classes and health curriculum.

Days of the Week: Exercise Classes: To be determined through needs assessment. Goal for Health Curriculum: At least one class every other month focusing on healthy living topics.

Financial Program

LifeSTEPS seeks to provide presentations on financial issues of interest to the residents. In addition, we address financial topics with the residents one-on-one. LifeSTEPS will provide budget counseling to residents on an individual basis. LifeSTEPS also links residents to existing programs and government entitlements to help them improve their income and reduce their monthly expenses.

Goal: To help residents reduce their expenses and access services and entitlements so that they can live within their means as successfully as possible.

Objective: To outreach to the residents and to find resources to help the residents with their budgets. We will also endeavor to find presentation topics and group learning experiences that the seniors will find worthwhile.

Days of the Week: Budget Counseling: During business hours, Monday through Friday, year around.

Social Activities

LifeSTEPS seeks to foster an array of social activities for the residents, which at other similar sites include a Resident Council, Pot Lucks, Social Clubs, Games, Movie Night, Birthday Celebrations, Journal Writing, Bingo, Cloths Closet and Crafts. Other activities include Entertainment, Fundraising for Charitable Donations and various other activities such as gardening. These activities will change over time, but there are always multiple activities going on at any one time. The social activities for the residents are always well attended and appreciated.

Goal: To combat resident isolation, to increase social contact, to stimulate mental and physical activity, to build a cohesive community and to have fun.

Description of Work Processes - continued

Objective: Maintain momentum and support for social activities.

Days of the Week: All days of the week.

Upon starting at a new property, LifeSTEPS conducts a thorough needs assessment of the residents and repeats this process every other year thereafter. We disseminate a questionnaire, conduct resident meetings, and go door-to-door to talk directly with the residents to learn what it is that they need and want in terms of resident services. Each AHA property LifeSTEPS currently serves was surveyed in 2020 and a comprehensive service plan was developed based upon those results. Once the rehabilitation is complete on Rosefield Village, and residents have moved back in, LifeSTEPS will conduct a thorough needs assessment of the residents, and based on the results of the needs assessment, LifeSTEPS will then design a service plan specifically suited for the community. LifeSTEPS and property management will also maintain a suggestions box where residents can request additional services or changes to the property's administrative policies, with or without identifying themselves. LifeSTEPS will maintain an open door policy and convey to residents publicly and privately that they have the right to complain and make suggestions for changes in services at the property.

LifeSTEPS and property management staff will meet bi-weekly to discuss individual resident needs and community issues so that problems related to resident services can be addressed quickly and effectively. Property managers will also have a work order system with LifeSTEPS that allows property management to flag issues and/or request a DSS home visit when residents are in need of assistance. Once property management has requested assistance for a particular resident, LifeSTEPS will coordinate interventions with the property managers without disclosing confidential personal or medical information unless the resident signs a written release allowing such disclosures.

LifeSTEPS will provide a rich array of educational classes for residents designed specifically for adult and senior residents of low-income housing. LifeSTEPS also encourages residents to volunteer to lead resident classes and activities. Across our portfolio of properties, residents regularly lead activities such as Pot Luck meals, Bingo, exercise classes, book clubs, and various other hobbies in the community center.

LifeSTEPS utilizes professional curriculum developed by credentialed teachers in both our Educational Classes for Adults and After School Programs for children. Our resident children and at-risk youth will have opportunities to explore their creativity, improve academically and acquire essential social skills. ASP activities range from homework assistance, arts and crafts, educational games, reading circles, computer use (where accessible), healthy snacks, age-appropriate instruction in remedial life skills and our Summer Reading Program. LifeSTEPS incorporates anti-bullying curriculum into our sessions and activities. LifeSTEPS also offers a Teen Club geared towards career

Description of Work Processes - continued

exploration, higher education opportunities and independent living skills at least twice per month.

Regarding cultural specificity, LifeSTEPS will seek to hire culturally specific DSS's for its on-site staff members. We believe that matching DSS skill sets to resident populations is key to the success of resident services. This will include the DSS's work experience, language skills, cultural and ethnic sensitivity, and a thorough knowledge of low-income residents' strengths, resources and needs. Many of our DSS's are bilingual. Across our portfolio of properties, LifeSTEPS' staff is fluent in a wide variety of languages, including English, Spanish, Mandarin Chinese, Cantonese Chinese, Armenian, Vietnamese and American Sign Language. In any case, we will conform with AHA's requirement to provide written translations in Spanish, Vietnamese, Tagalog, and Chinese. Language and translation services provided by AHA are greatly appreciated.

Services and Hours per Properties for Area 1

Property	Unit Count	Type	LIHTC	In Service	Hours/Month
Anne B Diament	65	Senior		Current	20
Independence Plaza	186	Senior		Current	70
China Clipper	26	Family		Current	10
Eagle Village	36	Family		Current	12
Esperanza	120	Family		Current	50
Everett Commons	20	Family	Y	Current	56
Littlejohn Commons	31	Senior	Y	Current	48
Parrot Village	50	Family		Current	25
Parrot Gardens	8	Family		Current	
Rosefield Village	92	Family	Y	2022	173.33
Scattered Sites	34	Both		Current	12
TOTAL	668				476.33

Specific hours and services provided will meet the requirements of the RFP and are summarized below:

- Anne B Diament, 20 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Independence Plaza, 70 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.

Description of Work Processes - continued

- China Clipper, 10 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Eagle Village, 12 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Esperanza, 50 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Everett Commons, 56 hours per month to include a minimum of 86 hours per year of service coordination, a minimum of 84 hours per year of educational classes, a minimum of 10 hours per week of case management to support the five VASH voucher holders and other residents struggling to maintain housing, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Littlejohn Commons, 48 hours per month to include a minimum of 67 hours per year of service coordination, a minimum of 84 hours per year of educational classes, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Parrot Village and Parrot Gardens, 25 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Rosefield Village, 40 hours per week to include minimum of 10 hours per week After School Programming, 30 hours per week of service coordination, a minimum of 84 hours per year of educational classes, case management services for the 18 units designated as extremely low income, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.
- Scattered Sites, 12 hours per month to include educational classes, service coordination, needs assessments, monthly fliers, community building and/or enrichment activities, response to emergency requests, mediation, office hours, attend property management meetings.

In addition, LifeSTEPS commits to continuing to conduct annual emergency preparedness exercises; make referrals to Adult Protective Services and Child Protective Services as necessary; manage other service partners and property/community resources for residents such as Alameda Food Bank, Alameda Transit District, Boys and Girls Club, etc.; develop relationships with local social service providers; attend social services forums as appropriate; meet all local health ordinances; supply PPE to staff; attend all required AHA trainings; utilize a variety of platforms to communicate with residents; and participate in tenant meetings.

Description of Work Processes - continued

C. Specific Approach to Services for Area 2:

As described above, LifeSTEPS will already have in place the structure and staff in Alameda to perform the AHA assigned phone counseling and information referral services to be performed in conjunction with Area 1 services. The community resources and relationships in the City already exist, and they will be made available for Areas 1, 2 and 3 residents. Within 24 hours of AHA notifying LifeSTEPS’ staff of a resident or client referral, LifeSTEPS will make contact with the client by telephone to either discuss the issues at hand or to schedule a more convenient time to talk. LifeSTEPS’ DSS will collect necessary information, evaluate the client need, assist the client to organize and analyze his or her available options, provide referral information, follow up to assess the success of the outcome, develop a back up plan if necessary, and document the case and result. All of this can be performed using LifeSTEPS proprietary, web-based reporting system.

D. Specific Approach to Services for Area 3:

We have prepared resident service proposals for both North Housing and AUSD below. The proposals are geared to the property population and to garnering maximum points for social services in the tax credit regulations. These are just examples. There are many other possible permutations of service combinations that could work at both sites. Also, prior to submittal to CTCAC/CDLAC, we would need the number of bedrooms for each development to properly compute the correct number of individualized health and wellness hours required to be awarded full service amenity points. All incidental supplies, such as paper, pens, printer toner, and snacks for resident activities are included in the service fee. We present below one resident service proposal for North Housing, the senior site, and two different service proposals for AUSD, the family site.

Property	Unit Count	Type	LIHTC	In Service	DSS Hours per Month	ASC Hours per Week
North Housing Phase	63	Senior	✓	2025	30	n/a
AUSD – Proposal 1	30	Family	✓	2026	25	10
AUSD – Proposal 2	30	Family	✓	2026	25	n/a

Description of Work Processes - continued

Social Services Proposal: North Housing Phase, 63 Senior Units

Life Skills Training and Educational Programs, Inc. (LifeSTEPS) will provide on-site social services for a fee of \$1,900 per month (\$22,800 per year total). LifeSTEPS is a fully insured, professional agency with a twenty-year history of providing quality services to residents of affordable and supportive housing. The California Tax Credit Allocation Committee (CTCAC) recognizes LifeSTEPS as an experienced, bona fide provider of resident services. Below is a description of services for the Community:

- A Director of Social Services (DSS) dedicates thirty hours per month to organizing and implementing programs and activities at the property, as well as providing case management, resource development, crisis intervention, and educational classes. The DSS is an educated and trained professional, with a BA degree and work experience in the field. The DSS provides ethical and professional development and oversight at the property as well as direct services.
- Educational Classes are held a minimum of two times per month with a set yearly curriculum that includes such topics as computer training, senior vocational skills, nutrition, health and safety, financial management, exercise, and leadership training (minimum of 84 hours per year).
- Health and Wellness Services and Programs (individualized) are available throughout the month and include such services as Crisis Intervention, Practical Counseling & Emotional Support, Cleanliness & Hygiene Assessment, Eviction Prevention, Government and Insurance Entitlements, and Physical and Mental Health Assessments (minimum of 60 hours per year per 100 bedrooms).
- On-Site Service Coordination and Case Management are available for residents a minimum of three days per month, and the DSS is available by telephone Monday through Friday during business hours. These services form the cornerstone of our program, providing important one-on-one direct assistance for residents. Case management is used to help senior residents with individual needs such as accessing governmental and non-profit assistance, eviction prevention, budgeting, and establishing in home supportive services.
- Crisis Management is performed when serious issues of domestic violence, dementia, drug and alcohol abuse, mental illness, and other critical issues arise. The DSS is trained to deal with issues that are often beyond the scope of training for most property managers. The everyday availability of the DSS to deal with individual resident needs helps residents maintain their housing, prevents property managers from burning out, and keeps the property running more smoothly overall by addressing crises professionally and effectively.
- Mediation Services are available by appointment. The purpose of this service is to remedy problems between residents and between residents and property managers quickly and effectively, often teaching conflict resolution skills to residents in the process.
- Social Activities for the residents are designed to build community among the residents, leading to less turnover. We have created a successful Senior Activities Committee Model where seniors are trained and coached to develop activities they are interested in doing and leading.

Description of Work Processes - continued

- We produce bi-monthly Social Service Reports documenting all social services on the premises for ownership, property management, and regulatory agencies.

Social Services Proposal 1: AUSD, 30 Family Units, with After School Programming

Life Skills Training and Educational Programs, Inc. (LifeSTEPS) will provide on-site social services, including an after-school program, for a fee of \$2,900 per month (\$34,800 per year total). LifeSTEPS is a fully insured, professional agency with a twenty-year history of providing quality services to residents of affordable housing. The California Tax Credit Allocation Committee (CTCAC) has recognized LifeSTEPS as an experienced, bona fide provider of resident services. Below is a description of services:

- A Director of Social Services (DSS) dedicates twenty-five hours per month to organizing and implementing programs and activities at the property, as well as doing case management, crisis intervention, and educational classes. The DSS is an educated and trained professional, with a BA degree and work experience in the field. The DSS provides ethical and professional development and oversight at the property as well as direct services.
- An After-School Program for children is held a minimum of 10 hours per week, staffed by an on-site after-school coordinator. Community volunteers will be recruited to augment the program. The program is professionally run and provides homework help, tutoring, and instruction (minimum of 10 hours per week).
- Educational Classes are held at least two times a month with a set yearly curriculum that includes such topics as computer training, financial literacy, job seeking skills, and resume building (minimum of 60 hours per year).
- On-Site Service Coordination and Case Management are available for residents a minimum of three days per month, and the DSS is available by telephone Monday through Friday during business hours. These services form the cornerstone of our program, providing important one-on-one direct assistance for residents. Case management is used to help residents with individual needs such as accessing governmental and non-profit assistance, eviction prevention, budgeting, and resumé writing.
- Crisis Management is performed when serious issues of domestic violence, drug and alcohol abuse, mental illness, and other critical problems arise. The DSS is trained to deal with issues that are often beyond the scope of training for most property managers. The everyday availability of the DSS to deal with crises professionally and effectively relieves stress from property managers and keeps the property running smoothly overall.
- Mediation Services are available by appointment; the purpose of this service is to remedy problems between residents and between residents and property managers quickly and effectively, often teaching conflict resolution skills to residents in the process.
- Social Activities for the residents are designed to build community among the residents, leading to less turnover and vandalism.
- We produce monthly Social Service Reports documenting all social services on the premises for ownership, property management, and regulatory agencies.

Description of Work Processes - continued

Social Services Proposal 2: AUSD, 30 Family Units, with individualized Health and Wellness Programs and Services

Life Skills Training and Educational Programs, Inc. (LifeSTEPS) will provide on-site social services for a fee of \$1,900 per month (\$22,800 per year total). LifeSTEPS is a fully insured, professional agency with a twenty-year history of providing quality services to residents of affordable and supportive housing. The California Tax Credit Allocation Committee (CTCAC) recognizes LifeSTEPS as an experienced, bona fide provider of resident services. Below is a description of services for the Community:

- A Director of Social Services (DSS) dedicates twenty-five hours per month to organizing and implementing programs and activities at the property, as well as providing case management, resource development, crisis intervention, and educational classes. The DSS is an educated and trained professional, with a BA degree and work experience in the field. The DSS provides ethical and professional development and oversight at the property as well as direct services.
- Educational Classes are held a minimum of two times per month with a set yearly curriculum that includes such topics as computer training, vocational skills, nutrition, health and safety, financial management, exercise, and leadership training (minimum of 84 hours per year).
- Health and Wellness Services and Programs (individualized) are available throughout the month and include such services as Crisis Intervention, Practical Counseling & Emotional Support, Cleanliness & Hygiene Assessment, Eviction Prevention, Government and Insurance Entitlements, and Physical and Mental Health Assessments (60 hours per year per 100 bedrooms).
- On-Site Service Coordination and Case Management are available for residents a minimum of three days per month, and the DSS is available by telephone Monday through Friday during business hours. These services form the cornerstone of our program, providing important one-on-one direct assistance for residents. Case management is used to help senior residents with individual needs such as accessing governmental and non-profit assistance, eviction prevention, budgeting, and establishing in home supportive services.
- Crisis Management is performed when serious issues of domestic violence, drug and alcohol abuse, mental illness, and other critical issues arise. The DSS is trained to deal with issues that are often beyond the scope of training for most property managers. The everyday availability of the DSS to deal with individual resident needs helps residents maintain their housing, prevents property managers from burning out, and keeps the property running more smoothly overall by addressing crises professionally and effectively.
- Mediation Services are available by appointment. The purpose of this service is to remedy problems between residents and between residents and property managers quickly and effectively, often teaching conflict resolution skills to residents in the process.
- Social Activities for the residents are designed to build community among the residents, leading to less turnover.

Description of Work Processes - continued

- We produce bi-monthly Social Service Reports documenting all social services on the premises for ownership, property management, and regulatory agencies.

LifeSTEPS' services result in tangible benefits for residents, as well as relief from issues of fair housing, confidentiality, liability, and the inherent problem of conflicts of interest when ownership or property management attempts to perform social services for residents.

E. Specific Approach to Services for Area 4:

For the FSS program, LifeSTEPS would provide monthly evening workshops, two hours each, on self-sufficiency, including life skills discussion groups for FSS participants who are parents, with topics to include parenting, schooling, relationship management and a separate life skills discussion group for FSS participants without children. Topics and resources will be relevant to helping clients successfully reach the goals of their ITSP and to help the Housing Authority reach their Logic Model goals. LifeSTEPS' case manager will also provide limited in person or by phone counseling/information and referrals to FSS clients, as referred by AHA staff.

F. Specific Approach to Services for Area 5:

While LifeSTEPS began as a service provider to residents of affordable housing, since 2010 LifeSTEPS has moved into a wider array of services, including supportive services for mentally ill and formerly homeless individuals and families, NPLH, MHP, VHHP, HUD, Section 8, PBV, VASH, SRO, and MHSA projects. We are currently the lead service provider for 36 communities that serve formerly homeless individuals and families. We provide resident services to 2,209 units of Santa Clara County HUD housing and 4,549 units of Sacramento Housing Redevelopment Agency housing. The Los Angeles County Department of Health Services, Los Angeles County Office of Diversion and Reentry, Los Angeles County Department of Mental Health, and the Alameda County Department of Behavioral Health Services have designated LifeSTEPS an approved provider of Intensive Case Management Services for supportive housing communities. We are the lead service agency with DHS for 237 formerly homeless, mentally ill and disabled individuals living in Los Angeles. We are the lead service provider at four one-hundred percent special needs projects in the Inland Empire, Los Angeles and Sacramento areas. Lastly, our social workers regularly deal with the same issues in affordable housing that afflict the chronically homeless: mental disorders, physical disabilities, histories of physical abuse, substance abuse, insufficient education, and a lack of life skills. We have the history, depth, knowledge, skills, and strength as an organization to work effectively and efficiently with a wide range of resident needs and within the full spectrum of affordable and supportive housing. Please see Exhibit 3: LifeSTEPS' List of Supportive Housing Sites.

Description of Work Processes - continued

1. Description of Intensive Case Management Services

LifeSTEPS will offer all special needs community members housing with Intensive Case Management Services (“ICMS”), including a full array of on-site and off-site services from the County’s Full Service Partners (FSP’s). LifeSTEPS’ Intensive Case Manager will be providing direct services for the homeless residents, at levels appropriate to the needs of each resident. LifeSTEPS’ coordination of both onsite and offsite resources will address mental health challenges, both axis 1 and axis 2 disorders, including but not limited to depression, schizophrenia, and anxiety. Co-occurring disorders, with both mental health and substance abuse components, will be addressed through a battery of services offered by and accessed through the FSP’s, where the residents will also establish and maintain a “health home” for wellness and care. Health care needs will be addressed to support wellness and full recovery through the full range of resources provided though LifeSTEPS and the FSP’s. Low-barrier pre-conditions such as sobriety, income or religious participation are not required to receive services. Housing will be affordable and permanent.

The core of supportive services provided to residents of the PSH units is ICMS with individual case management service plans. LifeSTEPS’ ICM will deliver ICMS directly to all of the special needs residents. Individualized service plans begin with a comprehensive psychosocial assessment of the client, which is conducted face-to-face and includes an evaluation of the client’s medical, psychosocial, environmental, legal and financial situation, their education, strengths, needs and available resources. This assessment is conducted prior to placement and on an ongoing basis to monitor the resident’s changing level of needs. These assessments assist in determining the frequency of visits needed for residents and also provide baseline data to monitor stability and progress towards maintaining PSH. At all times, case managers emphasize the client’s engagement in both the planning and delivery of services, while jointly developing the goals by leading the client through the process, utilizing Housing First evidence-based case management techniques including but not limited to motivational interviewing and client-centered counseling. The primary goals of the individual service plans will be to:

- Stabilize these households in housing
- Assist them in securing an income stream
- Address their mental and physical health needs
- Develop educational and employment opportunities and progress
- Address addiction issues through harm reduction techniques

The individualized service plans include the description of the client’s goals, action steps to reach goals, timeframes for completing goals and disposition of each goal as it is met or changed. The plan is updated at regular intervals to reflect progress made and any new needs identified. Psychosocial re-assessments are completed quarterly as are case management service plans. Additional core ICMS services include:

Description of Work Processes - continued

- Physical health care: Physical Health Care Services such as primary health care, dental care, and vision care services for residents will be made available to each resident through Full Service Partners and the resident's existing Health Home. Such services will be available generally within one to five miles from the Property. The ICM will also help each resident to plan his or her route to and from such physical health care facilities. These services will be provided on an as-needed basis.
- Mental health care: Mental Health Services such as psychiatric, medication, individual/family therapy, group therapy, crisis intervention, and support group services for residents will be made available to each resident through Full Service Partners and the resident's existing Health Home. Such services will be available generally within one to five miles from the Property. The ICM will also help each resident to plan his or her transportation route to and from such mental health facilities. These services will be provided on an as-needed basis.
- Substance use services: Substance use services delivered directly by case management staff include individual support using a motivational interviewing approach, individual client meetings that address recovery planning and behavior modification to assist with relapse prevention. Intensive Case Managers also provide interventions through Full Service Partners and the resident's existing Health Home. Such services will be available generally within one to five miles from the Property. The ICM will also help each resident to plan his or her route to and from such substance use facilities such as outpatient and inpatient treatment and with voluntary rehab placement, linking the client to the level of substance abuse treatment desired. These services will be provided on an as-needed basis.
- Benefits counseling and advocacy: LifeSTEPS' ICM will assist tenants to secure government benefits for which they are eligible, such as Supplemental Security Income (SSI), SDI, and CalFRESH/SNAP, including collecting documentation and making appeals. These services will be provided on an as-needed basis.
- Education Services: Residents will be offered individualized focus on education and career goals by LifeSTEPS' staff. LifeSTEPS will provide assistance identifying and applying for educational financial aid programs such as GI Bill benefits and financial aid assistance and scholarships. College and vocational education programs will be explored on an individual basis and appropriate application assistance will be provided. In addition, LifeSTEPS ICM will meet one-on-one with residents to coach, support and follow up on the process of seeking and obtaining educational goals.
- Employment Services: Residents will be offered individualized focus on employment counselling and career goals by LifeSTEPS' staff. Individual attention will occur during regular meetings with each resident depending on resident need. LifeSTEPS will also provide on-site educational classes in such subjects as Job Search, Resume Writing, Computer Training, and Interviewing Skills. In addition, Classes are held at least twice per month and change every three months to keep learning alive and vibrant. LifeSTEPS staff will meet one-on-one with residents to coach, support and follow up on the process of seeking and maintaining employment and job training.

Description of Work Processes - continued

- Other Tenancy Support Services: Services will include, but not be limited to, provision and coordination of a broad array of life skills training as needed or requested by the resident. Typical life skills training will include financial literacy, household maintenance, basic nutrition and cooking, laundry, travel training, and interpersonal communication and relationship issues. In addition, LifeSTEPS' professionally developed curriculum covers many life skills topics. These classes are held at least twice per month and change every three months to keep learning alive and vibrant. Linkages to community based organizations will be provided through warm hand-off referrals and case management follow up.
- LifeSTEPS routinely seeks to partner with local food banks and agencies that provide food commodities and meal services on a monthly basis. In addition, ICMS staff will assist residents with benefit advocacy to obtain programs such as SNAP and/or TANF support on an as-needed basis.

On a continuing basis, ICMs work to assess the effectiveness of the individual case management service plan and how well it is addressing the needs of each special needs resident. LifeSTEPS collects and reports all data by using the Homeless Management Information System ("HMIS") or Coordinated Entry System ("CES"), depending on the agency funding supportive services. Data is collected at baseline (during admission and intake), and throughout residents' tenancy. Detailed case file records are maintained to track the progress of residents and to determine whether they are meeting their individual case management service goals. The data collected is used to effectively evaluate and determine progress, performance, and expected outcomes. These case management service plans are reviewed by supervisors and updated regularly. All plans are subject to quality assurance reviews at regular intervals. As discussed further in this plan, LifeSTEPS' staff will be using the Home Good Standards of Excellence to measure residents' housing and service outcomes.

2. Staffing Plan and Budget

For a 100% special needs project, with 50 units designated for HomeKey-eligible individual adult residents, LifeSTEPS would estimate 2.50 FTE case managers, a 0.20 FTE program manager and 50 hours per year of clinical supervision, for a total of \$325,000 per year for all services.

LifeSTEPS' Evidence-Based Practices are the foundation of our programs and services, ensuring all services delivered to residents are developed to accommodate potential cultural, trauma-based, and disability related barriers to services. LifeSTEPS considers the unique needs of our special needs residents and provides educational and community support, creating safe and welcoming spaces in transitional and supportive housing. Utilizing the Housing First Model, service plans that acknowledge and respect the resident's personal history are developed and staff consistently examine housing spaces, food, printed materials and personal care items for cultural relevance.

Description of Work Processes - continued

LifeSTEPS' staff is well trained in understanding the specific cultural needs and issues of all individuals and families currently living in poverty, including the formerly homeless population. Services provided are culturally appropriate and specific to the homeless and low-income populations, as well as many different linguistic and cultural backgrounds, including sexual orientation, gender identities, and gender expressions. Significant training is provided to staff that includes cultural competency, diversity and conflict resolution, as well as interpersonal and cross-cultural communication through our Training Academy, policies and procedures, weekly training calls, and in quarterly in-person trainings. In addition, we routinely enroll our ICMS staff in the training module "Cultural Diversity" offered by a leading Homeless Health Care Agency. Staff includes formerly homeless individuals as well as those who are enjoying on-going recovery from chemical dependency and mental illness. Translation and interpretation services for languages other than those stated above are available through partner agencies and technology. In addition LifeSTEPS will provide accommodations for individuals with sensory disabilities.

As part of LifeSTEPS' Housing First philosophy, our staff are trained to utilize a harm-reduction approach to dealing with potentially self-destructive behaviors such as drug and alcohol use. This philosophy recognizes the potential of drug and alcohol use and addiction as part of a resident's life and trains staff to engage in nonjudgmental communication regarding substance use. Educational materials are offered to help mitigate risky behaviors and engage in safer practices. If the resident chooses, LifeSTEPS staff will connect the resident to evidence-based treatment opportunities.

LifeSTEPS' staff is trained on harm reduction practices within 90 days of hire, prior to lease up and on an ongoing basis by supervisors. In-person or on-line training similar to that provided by the US Department of Housing and Urban Development entitled HUD Curriculum: Preventing and Managing Conflict & Crisis (<https://www.hudexchange.info/resources/documents/SHPCrisisConflict.pdf>).

Training includes (1) Strategies for Crisis Prevention including knowing our own response, observation and assessment skills to predict conflict, vehicles for communication and the rolls of staff (2) Responding to physical conflicts including overview of the assault cycle: triggering phase, escalation phase, crises phase, recovery phase and post crisis and the corresponding interventions at each stage (3) Conflict/Crisis Case studies that focus on acute vs. non-acute situations, voluntary vs. Involuntary hospitalizations, suicide crisis, psychiatric decompensation, medical crisis, substance-induced crisis and house rule and lease violations and finally, programmatic interventions.

Description of Work Processes - continued

3. Years of Experience

LifeSTEPS has been providing supportive services to individuals who qualify as “Homekey target populations” since 2010 as delineated in our Exhibit 3, List of Supportive Housing Sites.

4. Collaboration with Property Management

LifeSTEPS is an active proponent of the “Housing First” model and is dedicated to providing the maximum effort possible in assisting residents to follow leasing rules and avoid eviction. When leasing issues that might endanger a resident’s ability to maintain their housing become known, LifeSTEPS staff works closely with property management staff, the resident, and other involved service provider partners to help resolve issues that threaten housing stability. LifeSTEPS staff may arrange for joint case conferencing with the resident and property management staff to discuss issues, identify solutions, and assign action steps to resolve threats to housing. Potential warning signs of lease violations may be identified early on through regular contact with residents, casual staff observations, as well as collaborative efforts and discussions between property management staff and LifeSTEPS’ staff. These early intervention strategies may act as a deterrent to future lease violations. If residents should become delinquent in rent or have multiple housekeeping issues brought to the attention of LifeSTEPS staff as potential lease violations, staff will supplement individual resident services already in place so as to strengthen support and avoid a lease violation leading to eviction. The implementation of these additional services is geared toward helping clients address issues that may put them at risk of eviction. LifeSTEPS and property management staff will work together to educate residents about the issues presented and together as a team will create a plan to assist the resident in coming back into lease compliance. It is hoped that property management staff will allow for flexibility in negotiating a plan that assists the resident in catching up on late rent payments and resolving lease violations. LifeSTEPS’ staff is trained in how to assist in tenant retention during periods of resident substance use; periods of hospitalization that might affect timely rent payments; privacy and confidentiality of residents; assisting with appropriate communication between property management and service providers to preserve tenancies; ensuring safety and security of staff and residents; and appropriate responses to resident crises. LifeSTEPS also has a unique Client Assistance Program utilizing funding secured from private donors, foundations, and corporations to help stabilize and prevent loss of housing for residents. These funds allow, at times and with constraints, LifeSTEPS to provide emergency rental assistance to individuals and families, thus allowing them to maintain housing while looking for a job, recovering from an illness and cutting expenses. Property management will need to be committed to clear, fair and consistent enforcement of lease violations and visitor policies; on-site smoking ordinances; reliable and responsive building maintenance and tenant maintenance requests; support and development of good relationships between staff and tenants, the surrounding community and first responders; and clear policies regarding zero tolerance for violence

Description of Work Processes - continued

or damage to property. All of these policies are written into our Policies and Procedures Manual and are reinforced in training and supervision meetings with staff.

5. Staff Licensure

Craig Gillett is a licensed Marriage and Family Therapist. Many of our staff and supervisors hold master's degrees in Social Work or Psychology. We also hire licensed LMFT's and LCSW's to provide clinical supervision. Currently, Brittany Dennis, LCSW is providing clinical support to ICM's throughout the ICMS portfolio.



Empowerment. Impact. Community. One STEP at a time.

Part 7 – Customer Service

A. Key Contacts for Problem Resolution

Key Contacts:

- Primary Contact: Ann Elias, Director of Community and Resident Services, 916-969-8479, Ann@LifeSTEPSusa.org
- Secondary Contact: Beth Southorn, Executive Director, 916-730-8721, Beth@LifeSTEPSusa.org

While Ann and Beth are always available to step in, we have a protocol in place for the low-level issues that arise on site regularly. In these cases, when minor problems arise, we ask that the issue be elevated through the appropriate levels, following the mutually agreed upon protocol we establish with property management companies in advance (JSCo and others are of similar minds on the subject). In other words, if property management is having an issue with LifeSTEPS' staff or a resident, we ask that the property manager first try to work this out with the LifeSTEPS' staff member on site. If this is unsuccessful, the issue would be elevated to LifeSTEPS' supervisors who would in turn work to resolve the issue with on-site or regional property management staff. If our supervisor is unsuccessful, our Director of Community and Resident Services would step in and try to resolve the problem. Our Executive Director, Beth Southorn, is always available to help mediate situations if our supervisors and Director of Community and Resident Services are unsuccessful.

Part 7 – Customer Service - continued

B. LifeSTEPS’ Philosophy in Serving Vulnerable Populations

The STEP in LifeSTEPS stands for ‘Skills Training and Educational Programs’ and this is the heart of our mission. We believe community development is built ‘One STEP at a time.’ Our vision is that every person served by LifeSTEPS will be empowered with the skills, education, resources, and support to maintain stable housing and break the cycle of poverty.

Our founders believe that building affordable housing is only the first step. It is also essential to provide meaningful programs that empower people to move forward in their lives. LifeSTEPS believes that affordable and supportive housing, with meaningful and effective Housing First resident services, offer the best chance available to help the homeless stay housed and to keep our low-income workforce stable, healthy and thriving. Our approach to services is to address both individual and community needs to maintain stable housing. With a combination of service coordination, case management (for those in need of more consistent attention), and crisis intervention, we are ready to address individual resident needs quickly and efficiently. With group educational classes, mediation services and social events, we support the community as a whole to feel invested, connected, and safe in their homes and with their neighbors. We know from experience the crucial role that service coordination and case management play in stabilizing housing.

We value the bond of trust between service provider and resident, a human relationship of care, with professional boundaries, that often means the difference between housing success and failure. Evidence-based techniques including but not limited to Critical Time Intervention, Trauma-Informed Care, Motivational Interviewing, Voluntary Moving-on Strategies, Peer Support, and Harm Reduction Techniques are utilized throughout our programs and services and are included in all aspects of our comprehensive staff training program.

Part 7 – Customer Service - continued

C. Resolution of Issues Brought Forth by AHA

When AHA raises a concern, we will work immediately (within 24 hours) with the key individuals involved to determine the facts of the situation so we can get to the root cause of the issue. We will also be assessing the level of urgency and applying our triage plan, as discussed below, to make sure we are applying staffing resources appropriately. After assessing the situation carefully, we will then provide ideas and resources to implement the best solution possible as quickly as possible. Once a solution has been implemented, we remain committed to evaluating the outcome and making appropriate adjustments if needed. During this process, if a resident is involved, we will obtain a Release of Information so we can then discuss the matter directly with AHA, seeking feedback and final resolution. We understand the need to be flexible and adapt within the scope of our role as service provider. We are dedicated to serving residents and the AHA team with excellence.

We currently have a very strong partnership with AHA, and when something needs to be addressed, we collaboratively approach the problem by listening, engaging and acting with efficiency and effectiveness to solve the issue. LifeSTEPS has adopted the Oz Principles as a guiding initiative to ‘see, own, solve and do’ when it comes to problem solving and overcoming barriers. This means that LifeSTEPS staff are dedicated to rising above circumstances and demonstrating the personal and collective accountability necessary to achieve the desired resolution.

D. Method for Triageing Resident Needs

When the LifeSTEPS team receives numerous requests for services, we have a triage plan in place that filters the issues down to staff assigned to the AHA properties. The appropriate DSS is identified, and the number of current active cases are accessed. Referrals are prioritized based on the immediacy of need and the danger present, i.e., violence, food, mental health, physical health, rental assistance, hoarding, etc. After the initial assessment, we determine if the regional and clinical supervisors are needed to provide additional support for caseloads so the top prioritized cases can be the focus for the DSS.

Once an issue has been assigned to a LifeSTEPS’ staff member, they immediately follow up with the resident to provide necessary education, services, resources and support. There are three DSS’s who currently serve at AHA sites, along with Candice Williams, our regional supervisor and Belinda Lee, our regional director, who collectively work together to ensure optimal delivery of affordable housing resident services. All work with residents provided by the LifeSTEPS team is tracked and documented in the LifeSTEPS database. The LifeSTEPS leadership team and staff meet once a month with the AHA team to discuss resident referrals and to follow up with any further services needed to ensure successful outcomes, even when multiple issues arise at the same time.



Empowerment. Impact. Community. One STEP at a time.

Part 8 – Cost Analysis and Budget for Primary Services

For Area 1, this budget assumes Directors of Social Services (aka, affordable housing case managers) at 2.25 FTEs, one After School Coordinator staffed at 0.25 FTE, and one VASH Case Manager staffed at 0.25 FTE. In addition to Payroll Taxes, Worker's Compensation, Program Insurance, Mileage Reimbursement, etc., we are also including within this overall bid the following: minimal charges for employee training; regional and licensed, clinical supervision at 0.20 FTE; and Program Administration.

While our proposal is in many ways a description of what we are currently providing to AHA, there are a few important distinctions. For Area 1, AHA's new RFP requires a higher FTE than is currently required at the properties (e.g., Rosefield's increased service requirements). Because of this we have proposed an increase of 0.50 FTE to meet the current RFP, which does increase the overall fee accordingly. We have attempted to keep any proportional increases from the current fee structure to a minimum. Second, we are including clinical supervision by a licensed LCSW as part of the overall fee, so that our on-site staff at the affordable sites have two tiers of oversight: regional and licensed clinical supervision. This approach mirrors requirements for case management staffing and oversight in both Los Angeles and Alameda County's intensive case management programs.

LifeSTEPS provides staff members with regularly scheduled, high quality training. LifeSTEPS' Director of Community and Resident Services provides weekly training sessions to Regional Supervisors. Our Regional Supervisors in turn train all their on-site staff members by providing weekly training sessions by telephone and in-person trainings every two months. In addition, we have ongoing training through our LifeSTEPS Training Academy. Our proprietary curricula, forms, and additional training materials are available via our employee only website. LifeSTEPS also provides bi-monthly, quantitative reports of all programs and activities at the property.

This budget also assumes that LifeSTEPS' on-site personnel are entitled to the use of office space with telephone, locking file cabinet, desk, a functioning, well maintained computer and printer, Internet access, and a copy machine. There is an assumption that no cost parking is available on-site or nearby.

No travel time is anticipated; no start-up costs for Area 1 or 2 are anticipated if LifeSTEPS is awarded the contract.

PRICE PROPOSAL FORM - For AREA 1 ONLY

Location	Units	LIHTC	In Service	Hours/Month	Year 1			Year 1 Total Annual	Year 2 w/ % Increase	Year 3 w/ % Increase	Year 4 w/ % Increase	Year 5 w/ % Increase	Total 5-year Contract Amount
					Services	Non-Services*	Total						
AUSD	30	Y	2026	?								\$34,800.00	\$34,800.00
Anne B Diamant	65		Current	20	\$1,380.00	\$27.00	\$1,407.00	\$16,884.00	\$17,390.52	\$17,912.24	\$18,449.60	\$19,003.09	\$89,639.45
Independence Plaza	186		Current	70	\$4,830.00	\$27.00	\$4,857.00	\$58,284.00	\$60,032.52	\$61,833.50	\$63,688.50	\$65,599.16	\$309,437.67
China Clipper	26		Current	10	\$690.00	\$27.00	\$717.00	\$8,604.00	\$8,862.12	\$9,127.98	\$9,401.82	\$9,683.88	\$45,679.80
Eagle Village	36		Current	12	\$828.00	\$27.00	\$855.00	\$10,260.00	\$10,567.80	\$10,884.83	\$11,211.38	\$11,547.72	\$54,471.73
Esperanza	120		Current	50	\$3,450.00	\$27.00	\$3,477.00	\$41,724.00	\$42,975.72	\$44,264.99	\$45,592.94	\$46,960.73	\$221,518.38
Everett Commons	20	Y	Current	56	\$3,864.00	\$27.00	\$3,891.00	\$46,692.00	\$48,092.76	\$49,535.54	\$51,021.61	\$52,552.26	\$247,894.17
Littlejohn Commons	31	Y	Current	48	\$3,312.00	\$27.00	\$3,339.00	\$40,068.00	\$41,270.04	\$42,508.14	\$43,783.39	\$45,096.89	\$212,726.45
North Housing Phase	63	Y	2025	?							\$22,800.00	\$23,484.00	\$46,284.00
Parrot Village	50		Current	25	\$1,725.00	\$27.00	\$1,752.00	\$21,024.00	\$21,654.72	\$22,304.36	\$22,973.48	\$23,662.70	\$111,619.27
Parrot Gardens	8		Current										
Rosefield Village <small>NOTE (1) Below</small>	92	Y	2022	40	\$11,959.77	\$27.00	\$11,986.77	\$143,841.24	\$148,156.48	\$152,601.17	\$157,179.21	\$161,894.58	\$763,672.68
Scattered Sites	34		Current	12	\$828.00	\$27.00	\$855.00	\$10,260.00	\$10,567.80	\$10,884.83	\$11,211.38	\$11,547.72	\$54,471.73
Totals						\$270.00	\$33,136.77	\$397,641.24	\$409,570.48	\$421,857.59	\$457,313.32	\$505,832.72	\$2,192,215.35

***Non-Services Expenses Include:**

Laptops - 1 per FTE

Cellphone - 1 per FTE

Office Supplies (monthly)

Other: (please list)

NOTE (1): Rosefield Village is 40 hours per WEEK, not per month, per the RFP Scope of Services. LifeSTEPS has based their price proposal on 40 hours per week, or 173.33 hours per month.



Empowerment. Impact. Community. One STEP at a time.

Part 9 – References

Please feel free to contact any of the below references:

La Shelle Dozier, Executive Director
Sacramento Housing and Redevelopment Agency
LDozier@shra.org
916-440-1330

Leepi Shimkhada, MPP
Director, Housing and Services
Housing for Health
LA County Department of Health Services
lshimkhada@dhs.lacounty.gov
213-833-5350

Don Lusty
Director of Development
The John Stewart Company
dlusty@jsco.net
Office: 415-345-4474
Cell: 415-706-0191

Geoff Brown
President
USA Properties Fund, Inc.
gbrown@usapropfund.com
916-759-2475

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
1	127th Street	Special Needs	Resident Service Coordination (RSC) for Affordable and Supportive Housing	3.29
2	Academy Hall	Multi Family	RSC for Affordable Housing	4.29
3	Acts Cyrene	Multi Family	RSC for Affordable Housing	1.96
4	AHA Scattered Sites	Mixed Use	RSC for Affordable Housing	5.38
5	Alegre	Multi Family	RSC for Affordable Housing	6.12
6	Almaden Family	Multi Family	RSC for Affordable Housing	13.71
7	Amanda Park	Senior	RSC for Affordable Housing	10.12
8	Anchor Village	Special Needs	RSC for Affordable and Supportive Housing	2.54
9	Andalucia Heights	Multi Family	RSC for Affordable Housing	11.04
10	Anne B. Diamant Plaza	Senior	RSC for Affordable Housing	5.38
11	Arbor Creek Family	Multi Family	RSC for Affordable Housing	8.20
12	Arbor Creek Senior	Senior	RSC for Affordable Housing	6.29
13	Arborpoint	Multi Family	RSC for Affordable Housing	8.54
14	Argyle	Multi Family	RSC for Affordable Housing	7.21
15	Arrowhead Vista	Special Needs	RSC for Affordable and Supportive Housing	7.12
16	Asbury Place	Multi Family	RSC for Affordable Housing	0.75
17	Ashford Heights	Multi Family	RSC for Affordable Housing	0.75
18	Avenida Espana Gardens	Senior	RSC for Affordable Housing	9.87
19	Avian Glen	Multi Family	RSC for Affordable Housing	9.87
20	Bartlett Commons	Multi Family	RSC for Affordable Housing	3.37
21	Bel Vue	Multi Family	RSC for Affordable Housing	2.04
22	Bellflower Terrace	Senior	RSC for Affordable Housing	5.55
23	Belmont Meadows	Multi Family	RSC for Affordable Housing	13.87
24	Bendorf Drive	Multi Family	RSC for Affordable Housing	10.96
25	Big Trees	Senior	RSC for Affordable and Supportive Housing; Case Management Services (CMS) for Special Needs Residents	7.78
26	Blessed Rock	Senior	RSC for Affordable Housing	20.87
27	Blossom River Way	Multi Family	RSC for Affordable Housing	10.96
28	Blue Mountain Senior Villas	Senior	RSC for Affordable and Supportive Housing	6.79
29	Bracher Senior	Senior	RSC for Affordable Housing	9.87
30	Bravo Village	Multi Family	RSC for Affordable Housing	5.62
31	Breckenridge Village	Multi Family	RSC for Affordable Housing	0.75
32	Broadway Manor	Multi Family	RSC for Affordable Housing	7.87
33	Broadway Villas	Senior	RSC for Affordable and Supportive Housing; Intensive Case Management Services (ICMS) for Special Needs Residents	6.71
34	Brookfield Place	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	12.46
35	Brookside Crossing	Multi Family	RSC for Affordable Housing	5.12
36	Brookside Senior	Senior	RSC for Affordable Housing	1.87
37	Brush Meadow	Multi Family	RSC for Affordable Housing	0.29
38	Cabrillo Family	Multi Family	RSC for Affordable Housing	6.20
39	Cal Weber 40	Multi Family	RSC for Affordable Housing	4.79
40	Camino Al Oro	Senior	RSC for Affordable Housing	14.87
41	Campina Court	Multi Family	RSC for Affordable Housing	7.78
42	Carolyn	Multi Family	RSC for Affordable Housing	7.66
43	Carson Terrace	Senior	RSC for Affordable Housing	11.71
44	Casa Bella	Multi Family	RSC for Affordable Housing	14.96
45	Casa de Angeles	Multi Family	RSC for Affordable Housing	13.04
46	Cascade Village	Multi Family	RSC for Affordable Housing	4.62
47	Chestnut Square Family Housing	Multi Family	Intensive Case Management Services for Special Needs Residents	1.12
48	Chestnut Square Senior Housing	Senior	Intensive Case Management Services for Special Needs Residents	2.46
49	Cielo Azul	Senior	RSC for Affordable and Supportive Housing	13.12
50	Cinnamon Villas	Senior	RSC for Affordable Housing	8.87
51	Citrea Fullerton Family	Multi Family	RSC for Affordable Housing	3.04
52	Clara Court	Senior	RSC for Affordable Housing	5.87
53	Clarendon Street	Multi Family	RSC for Affordable Housing	10.96
54	Cloverdale Family	Multi Family	RSC for Affordable Housing	2.79

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
55	Colina Vista	Multi Family	RSC for Affordable Housing	7.54
56	Copper Square	Multi Family	RSC for Affordable Housing	3.79
57	Copperstone I	Multi Family	RSC for Affordable Housing	12.12
58	Coral Mountain	Multi Family	RSC for Affordable Housing	7.46
59	Corcoran Garden	Multi Family	RSC for Affordable Housing	7.66
60	Cordova	Multi Family	RSC for Affordable Housing	10.71
61	Cornerstone Place	Multi Family	RSC for Affordable Housing	1.46
62	Coronado Palms	Multi Family	RSC for Affordable Housing	4.12
63	Cottage Estates	Multi Family	RSC for Affordable Housing	20.26
64	Cottonwood Place	Multi Family	RSC for Affordable Housing	11.37
65	Courson Arts Colony East	Multi Family	RSC for Affordable and Supportive Housing	2.41
66	Courson Arts Colony West	Multi Family	RSC for Affordable and Supportive Housing	2.21
67	Creekside Village	Senior	RSC for Affordable Housing	16.12
68	Crenshaw Family	Multi Family	RSC for Affordable Housing	4.62
69	Crescent City Senior	Senior	RSC for Affordable Housing	6.79
70	Crescent Village & Los Angeles Village	Multi Family	RSC for Affordable Housing	21.04
71	Curtis Park Court	Senior	RSC for Affordable Housing	5.37
72	Cypress Gardens	Senior	RSC for Affordable Housing	11.87
73	Cypress Pines	Multi Family	RSC for Affordable Housing	1.71
74	Daybreak	Multi Family	RSC for Affordable Housing	15.87
75	DeRose Gardens	Senior	RSC for Affordable Housing	9.87
76	Desert Gardens	Multi Family	RSC for Affordable Housing	15.96
77	Dublin Ranch Senior	Senior	RSC for Affordable Housing	0.42
78	Edgewater (Riverview)	Senior	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	7.78
79	El Palmar	Multi Family	RSC for Affordable Housing	16.71
80	El Parador	Senior	RSC for Affordable Housing	10.04
81	El Segundo Boulevard	Special Needs	RSC for Affordable and Supportive Housing	3.29
82	Elizabeth Court	Multi Family	RSC for Affordable Housing	5.87
83	Ellis Terrace	Multi Family	RSC for Affordable Housing	0.21
84	Espira	Multi Family	RSC for Affordable Housing	3.37
85	Esperanza	Multi Family	RSC for Affordable Housing	5.38
86	Ethan Terrace	Multi Family	RSC for Affordable Housing	4.87
87	Ethel Arnold Bradley	Multi Family	RSC for Affordable Housing	0.12
88	Eucalyptus Sites	Multi Family	RSC for Affordable Housing	5.79
89	Everett Commons	Multi Family	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	3.46
90	Fair Plaza	Senior	RSC for Affordable Housing	13.62
91	FAME Senior	Senior	RSC for Affordable Housing	7.46
92	Fiore Gardens	Multi Family	RSC for Affordable Housing	0.21
93	First Street	Multi Family	RSC for Affordable Housing	1.87
94	Florence	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	0.29
95	Florence Janss	Senior	RSC for Affordable Housing	0.21
96	Flores Del Valle	Multi Family	RSC for Affordable Housing	14.71
97	Flower Terrace	Senior	RSC for Affordable Housing	8.71
98	Forestwood at Folsom Family	Multi Family	RSC for Affordable Housing	9.21
99	Fountain View	Multi Family	RSC for Affordable Housing	2.79
100	Garden Valley Homes I	Mixed Use	RSC for Affordable Housing	3.62
101	Garden View Terrace (Los Feliz 20)	Multi Family	RSC for Affordable Housing	6.79
102	Garden View Terrace (Los Feliz 51)	Multi Family	RSC for Affordable Housing	6.79
103	Garden Village	Multi Family	RSC for Affordable Housing	6.71
104	Garvey Court Senior	Senior	RSC for Affordable Housing	2.04
105	Geo	Multi Family	RSC for Affordable Housing	1.04
106	Gibson Oaks	Senior	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	7.78
107	Gold Country Village	Senior	RSC for Affordable Housing	4.12
108	Gran Casa Linda	Senior	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	7.78
109	Green Valley Homes	Multi Family	RSC for Affordable Housing	2.87

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
110	Haciendas I and II	Multi Family	RSC for Affordable Housing	0.79
111	Harbor View	Multi Family	RSC for Affordable Housing	1.71
112	Hastings Park	Multi Family	RSC for Affordable Housing	0.75
113	Helzer Court	Multi Family	RSC for Affordable Housing	10.96
114	Hemlock Family	Multi Family	RSC for Affordable Housing	8.12
115	Heritage Park at Arcadia	Senior	RSC for Affordable Housing	16.87
116	Heritage Park at Cathedral	Senior	RSC for Affordable Housing	16.71
117	Heritage Park at Glendale	Senior	RSC for Affordable Housing	16.87
118	Heritage Park at Hilltop	Senior	RSC for Affordable Housing	17.04
119	Heritage Park at Monrovia	Senior	RSC for Affordable Housing	16.87
120	Heritage Park Woodman	Senior	RSC for Affordable Housing	16.87
121	Heritage Place at Tustin	Senior	RSC for Affordable Housing	16.96
122	Hollenbeck Terrace	Senior	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	5.87
123	Hovley Gardens	Multi Family	RSC for Affordable Housing	11.37
124	Huff Gardens	Multi Family	RSC for Affordable Housing	10.96
125	Huntington Plaza	Senior	RSC for Affordable Housing	8.54
126	Independence Plaza	Senior	RSC for Affordable Housing	5.38
127	Jamestown Terrace	Multi Family	RSC for Affordable Housing	1.12
128	John Burns Gardens	Senior	RSC for Affordable Housing	9.87
129	Julian Gardens	Multi Family	RSC for Affordable Housing	10.12
130	Kelseyville Family	Multi Family	RSC for Affordable Housing	0.29
131	Kennett Court	Multi Family	RSC for Affordable Housing	0.37
132	Kings Manor	Multi Family	RSC for Affordable Housing	14.46
133	Klamath (Deborah Blg.)	Multi Family	RSC for Affordable Housing	11.87
134	Klamath (Halford Blg.)	Multi Family	RSC for Affordable Housing	11.87
135	Klamath (Miramar Blg.)	Multi Family	RSC for Affordable Housing	11.87
136	Klamath (Poinciana Blg.)	Multi Family	RSC for Affordable Housing	11.87
137	Klamath Gardens (Klamath Blg.)	Multi Family	RSC for Affordable Housing	11.87
138	La Brea Gardens	Multi Family	RSC for Affordable Housing	11.12
139	La Paz	Special Needs	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	0.12
140	La Valentina	Multi Family	RSC for Affordable Housing	9.29
141	Lakeview I	Multi Family	RSC for Affordable Housing	9.04
142	Lakeview II	Multi Family	RSC for Affordable Housing	9.04
143	Las Brisas	Multi Family	RSC for Affordable Housing	14.79
144	Las Serenas	Senior	RSC for Affordable Housing	18.87
145	Las Ventanas	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	0.62
146	Laurel Grove Family	Multi Family	RSC for Affordable and Supportive Housing	2.87
147	Legacy Family	Multi Family	RSC for Affordable Housing	9.37
148	Leggett Court	Multi Family	RSC for Affordable Housing	0.21
149	Lenzen Gardens	Senior	RSC for Affordable Housing	11.87
150	Liberty at Aliso	Senior	RSC for Affordable Housing	2.29
151	Linda Vista Ivanhoe	Multi Family	RSC for Affordable Housing	5.61
152	Linda Vista Senior	Senior	RSC for Affordable Housing	8.37
153	Lindsay Family	Multi Family	RSC for Affordable Housing	15.87
154	Littlejohn Commons	Senior	RSC for Affordable Housing	3.37
155	Live Oaks Garden	Multi Family	RSC for Affordable Housing	5.87
156	Loma Linda Commons	Multi Family	RSC for Affordable Housing	6.79
157	Loma Linda Terrace	Senior	RSC for Affordable Housing	6.79
158	Loma Linda Veterans Village	Special Needs	RSC for Affordable and Supportive Housing	2.54
159	Los Arboles	Multi Family	RSC for Affordable Housing	14.46
160	Los Olivos	Multi Family	RSC for Affordable Housing	5.46
161	Los Vientos	Multi Family	RSC for Affordable Housing	12.12
162	Lotus Landing	Multi Family	RSC for Affordable Housing	4.62
163	Lucretia Gardens	Multi Family	RSC for Affordable Housing	10.12
164	Luminaira Family Irvine Housing	Multi Family	RSC for Affordable Housing	4.37

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
165	Luxaira (D1 Senior)	Senior	RSC for Affordable Housing	3.37
166	MacArthur	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	7.96
167	Main Street Plaza	Multi Family	RSC for Affordable and Supportive Housing	0.54
168	Manzanilla Terrace	Multi Family	RSC for Affordable Housing	11.54
169	Manzanita Garden	Multi Family	RSC for Affordable and Supportive Housing	4.46
170	Marina	Multi Family	RSC for Affordable Housing	16.04
171	Maywood Villas	Senior	RSC for Affordable Housing	14.12
172	McCloud River	Multi Family	RSC for Affordable Housing	7.46
173	McFarland Sites	Mixed Use	RSC for Affordable Housing	5.79
174	Meadowbrook	Multi Family	RSC for Affordable Housing	7.70
175	Medici Artist Lofts	Multi Family	RSC for Affordable Housing	0.37
176	Mercado	Multi Family	RSC for Affordable Housing	9.21
177	Mercedes	Multi Family	RSC for Affordable Housing	16.04
178	Metro at Western	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	2.21
179	Miley Gardens	Senior	RSC for Affordable Housing	3.37
180	Mirandela Senior	Senior	RSC for Affordable Housing	10.87
181	Mission	Multi Family	RSC for Affordable Housing	9.12
182	Mission Palms Senior	Senior	RSC for Affordable Housing	11.37
183	Mission Village Terrace	Multi Family	RSC for Affordable Housing	20.71
184	Montaira Senior	Senior	RSC for Affordable Housing	0.58
185	Montecito Terrace	Senior	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	10.04
186	Monterey Gateway	Senior	RSC for Affordable and Supportive Housing	1.46
187	Monterey Pines	Multi Family	RSC for Affordable Housing	1.71
188	Monterey Street & Benito Street	Multi Family	RSC for Affordable Housing	0.79
189	Moon Gate Plaza	Special Needs	Intensive Case Management Services for Special Needs Residents	1.96
190	Morrone Gardens	Senior	RSC for Affordable Housing	9.87
191	Mosaic	Multi Family	RSC for Affordable Housing	10.04
192	Mustang Peak	Multi Family	RSC for Affordable Housing	4.29
193	Nevada Woods	Multi Family	RSC for Affordable Housing	5.96
194	North Avenue	Multi Family	RSC for Affordable Housing	13.96
195	Northland Village	Multi Family	RSC for Affordable Housing	14.04
196	Northpointe Park	Multi Family	RSC for Affordable Housing	14.29
197	Oak Creek Senior Villas	Senior	RSC for Affordable Housing	1.62
198	Oakhurst	Multi Family	RSC for Affordable Housing	3.21
199	Oakland 34	Senior	RSC for Affordable Housing	7.21
200	Oakwood	Multi Family	RSC for Affordable Housing	10.37
201	Oasis Village	Multi Family	RSC for Affordable Housing	13.87
202	Ocean View Gardens	Multi Family	RSC for Affordable Housing	4.29
203	Oceana	Multi Family	RSC for Affordable Housing	5.79
204	Ontario Emporia Family	Multi Family	RSC for Affordable Housing	1.29
205	Orchard View	Multi Family	RSC for Affordable Housing	15.04
206	Orchard Village	Multi Family	RSC for Affordable Housing	5.87
207	Orchard Villas	Multi Family	RSC for Affordable Housing	11.46
208	Palmer Heights	Multi Family	RSC for Affordable Housing	15.79
209	Palo Verde Terrace	Senior	RSC for Affordable Housing	11.87
210	Park Avenue Senior	Senior	RSC for Affordable Housing	1.46
211	Park Crest	Multi Family	RSC for Affordable Housing	0.12
212	Park Crest	Multi Family	RSC for Affordable Housing	0.12
213	Park Place	Multi Family	RSC for Affordable Housing	8.46
214	Park View Village	Multi Family	RSC for Affordable Housing	16.71
215	Park Villas	Multi Family	RSC for Affordable Housing	0.12
216	Park Villas	Multi Family	RSC for Affordable Housing	0.12
217	Parkside at Sycamore	Multi Family	RSC for Affordable Housing	11.29
218	Parkview Garden	Multi Family	RSC for Affordable Housing	7.70
219	Perris Station	Senior	RSC for Affordable Housing	7.87

LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
220	Phoenix Park	Multi Family	RSC for Affordable Housing	8.29
221	Pine Knoll	Senior	RSC for Affordable and Supportive Housing; CMS for Special Needs Residents	7.78
222	Pinmore Gardens	Multi Family	RSC for Affordable Housing	9.87
223	Pleasant Valley Pines	Multi Family	RSC for Affordable Housing	3.21
224	Poco Way	Multi Family	RSC for Affordable Housing	10.96
225	Poplar Street	Multi Family	RSC for Affordable Housing	6.79
226	Portola Terrace	Multi Family	RSC for Affordable Housing	8.54
227	Puesta del Sol	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	1.29
228	Quartz Ridge Family	Multi Family	RSC for Affordable Housing	4.96
229	Ramona Park Senior	Senior	RSC for Affordable Housing	7.04
230	Rancho Dorado North	Multi Family	RSC for Affordable and Supportive Housing	11.04
231	Rancho Dorado South	Multi Family	RSC for Affordable Housing	7.78
232	Rancho Niguel	Multi Family	RSC for Affordable Housing	16.04
233	Redwood Square	Multi Family	RSC for Affordable Housing	2.04
234	Regency Court	Senior	RSC for Affordable and Supportive Housing	20.87
235	Ridgecrest Senior	Senior	RSC for Affordable Housing	8.62
236	Ridgeway Studios	SRO	RSC for Affordable and Supportive Housing	7.29
237	Rincon Gardens	Senior	RSC for Affordable Housing	11.37
238	Rippling River	Senior	RSC for Affordable Housing	0.79
239	Riverbank Village	Senior	RSC for Affordable Housing	5.55
240	Riverland	Multi Family	RSC for Affordable Housing	5.87
241	Rivertown	Multi Family	RSC for Affordable Housing	10.96
242	Riverview	Multi Family	RSC for Affordable Housing	14.79
243	Robert Farrell Manor	Multi Family	RSC for Affordable Housing	0.12
244	Rochdale Grange	Multi Family	RSC for Affordable Housing	9.29
245	Rodeo Village	Multi Family	RSC for Affordable Housing	14.46
246	Rosefield Village	Multi Family	RSC for Affordable Housing	3.46
247	Rosena Fountains	Multi Family	RSC for Affordable Housing	3.12
248	Roth	Multi Family	RSC for Affordable Housing	0.21
249	Royale	Multi Family	RSC for Affordable Housing	10.54
250	San Jacinto Villas	Multi Family	RSC for Affordable Housing	11.37
251	San Pedro Gardens	Multi Family	RSC for Affordable Housing	9.87
252	San Remo	Multi Family	RSC for Affordable Housing	11.54
253	Sandstone Village	Multi Family	RSC for Affordable Housing	13.37
254	Santa Fe	Multi Family	RSC for Affordable Housing	10.71
255	Scattered Sites; LA Cnty DHS	Special Needs	Intensive Case Management Services for Special Needs Residents	2.46
256	Senior Manor	Senior	RSC for Affordable Housing	5.94
257	Serenity Villas Senior	Senior	RSC for Affordable Housing	12.12
258	Serrano Woods	Multi Family	RSC for Affordable Housing	1.29
259	Shasta Hotel	SRO	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	3.87
260	Shasta Sites	Multi Family	RSC for Affordable Housing	2.54
261	Shenandoah	Multi Family	RSC for Affordable Housing	0.75
262	Siena	Multi Family	RSC for Affordable Housing	5.37
263	Siena Court	Senior	RSC for Affordable Housing	9.37
264	Sienna Vista aka The Madison	Multi Family	RSC for Affordable Housing	3.21
265	Sierra Sunrise I & II	Senior	RSC for Affordable Housing	16.46
266	Sierra Vista	Senior	RSC for Affordable Housing	4.71
267	Silverado Creek	Multi Family	RSC for Affordable Housing	15.04
268	Singing Wood	Senior	RSC for Affordable Housing	17.96
269	Solaira at Pavilion Park Senior	Senior	RSC for Affordable Housing	6.21
270	Sommerset Place	Multi Family	RSC for Affordable Housing	14.12
271	Sonterra	Multi Family	RSC for Affordable Housing	15.04
272	Summer Hill Place	Multi Family	RSC for Affordable Housing	10.79
273	Summer Terrace	Senior	RSC for Affordable Housing	5.46
274	Suncrest	Multi Family	RSC for Affordable Housing	15.96

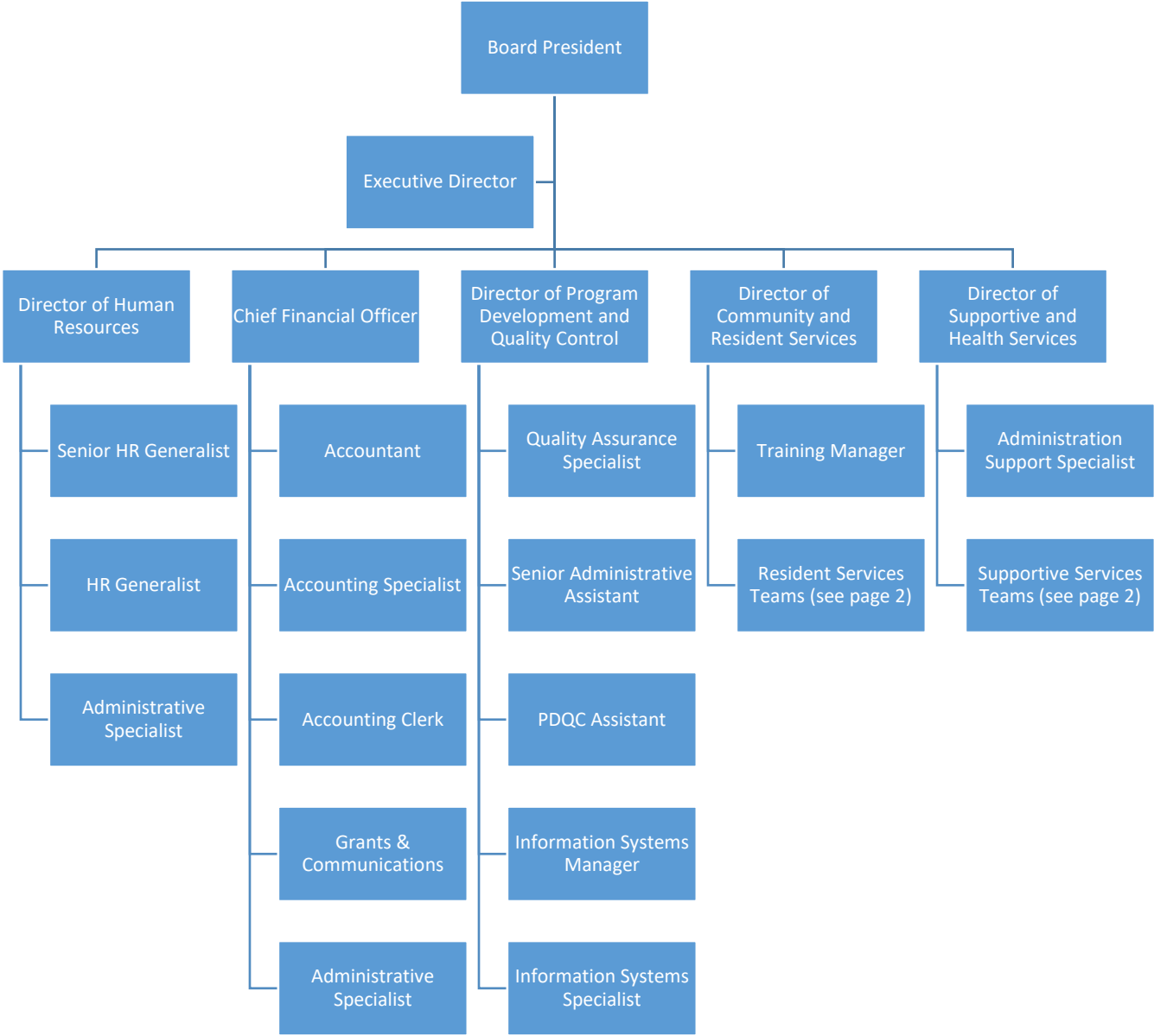
LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
275	Sunny View	Multi Family	RSC for Affordable Housing	13.87
276	Sunnyside	Multi Family	RSC for Affordable Housing	10.87
277	Sunrise Villas	Senior	RSC for Affordable Housing	9.71
278	Sunset Gardens	Senior	RSC for Affordable Housing	11.87
279	Suterview	Senior	RSC for Affordable Housing	4.71
280	Sycamore Family	Multi Family	RSC for Affordable Housing	9.37
281	Sylmar Court	Multi Family	RSC for Affordable and Supportive Housing; ICMS for Special Needs Residents	3.62
282	Tafoya Terrace	Senior	RSC for Affordable Housing	0.21
283	Tehachapi Manor II	Senior	RSC for Affordable Housing	3.38
284	Terracina	Multi Family	RSC for Affordable and Supportive Housing	7.21
285	Terracina at Cathedral City	Multi Family	RSC for Affordable Housing	10.29
286	Terracina at Elk Grove	Multi Family	RSC for Affordable Housing	12.46
287	Terracina at Morgan Hill	Multi Family	RSC for Affordable Housing	18.96
288	Terracina at Park Meadows	Multi Family	RSC for Affordable Housing	16.21
289	Terracina at Santa Rosa	Multi Family	RSC for Affordable Housing	13.79
290	Terracina at Springlake	Multi Family	RSC for Affordable Housing	13.79
291	Terracina at Vineyard	Multi Family	RSC for Affordable Housing	10.29
292	Terracina Gold Village 1 & 3	Multi Family	RSC for Affordable Housing	18.87
293	Terracina Gold Village 2	Multi Family	RSC for Affordable Housing	18.87
294	Terracina Meadows	Multi Family	RSC for Affordable Housing	18.04
295	Tesoro Del Valle	Multi Family	RSC for Affordable Housing	14.87
296	The Cascades	Multi Family	RSC for Affordable Housing	0.75
297	The Derby aka Harvey	SRO	RSC for Affordable Housing	3.37
298	The Fairways at San Antonio	Multi Family	RSC for Affordable Housing	9.87
299	The Grove	Multi Family	RSC for Affordable Housing	7.54
300	The Grove at Sunset Court	Multi Family	RSC for Affordable Housing	7.78
301	The Hardin	Multi Family	RSC for Affordable Housing	2.54
302	The Legacy	Multi Family	RSC for Affordable Housing	0.75
303	The Lodge at Morgan Hill	Senior	RSC for Affordable Housing	7.54
304	The Luxe	Multi Family	RSC for Affordable Housing	1.12
305	The Marq at the University	Multi Family	RSC for Affordable Housing	13.71
306	The Meridian	Multi Family	RSC for Affordable Housing	3.72
307	The Surf	Senior	RSC for Affordable Housing	6.71
308	The Vineyards at Menifee	Senior	RSC for Affordable and Supportive Housing	9.29
309	The Willows	Multi Family	RSC for Affordable Housing	9.87
310	Three Oaks	Multi Family	RSC for Affordable Housing	3.87
311	Tilden Terrace	Multi Family	RSC for Affordable Housing	6.57
312	Toscana Family	Multi Family	RSC for Affordable Housing	8.29
313	University Gardens	Multi Family	RSC for Affordable Housing	1.87
314	Valle Verde	Multi Family	RSC for Affordable Housing	16.71
315	Valley Commons East	Multi Family	RSC for Affordable Housing	8.79
316	Valley View Village	Multi Family	RSC for Affordable Housing	5.61
317	Verano	Multi Family	RSC for Affordable Housing	6.37
318	Verbena Crossing	Multi Family	RSC for Affordable and Supportive Housing	21.54
319	Villa Cortina	Multi Family	RSC for Affordable Housing	13.87
320	Villa Encantada	Multi Family	RSC for Affordable Housing	2.71
321	Villa Escondido	Multi Family	RSC for Affordable Housing	14.21
322	Villa Esperanza	Multi Family	RSC for Affordable Housing	13.37
323	Villa Hermosa Senior Housing	Senior	RSC for Affordable Housing	10.04
324	Villa Serena	Multi Family	RSC for Affordable Housing	12.54
325	Villa Siena	Multi Family	RSC for Affordable Housing	13.87
326	Villa Siena Porterville	Multi Family	RSC for Affordable Housing	9.12
327	Village Crossing	Multi Family	RSC for Affordable Housing	20.26
328	Village East	Multi Family	RSC for Affordable Housing	3.87
329	Villas Del Lago	Multi Family	RSC for Affordable Housing	12.96

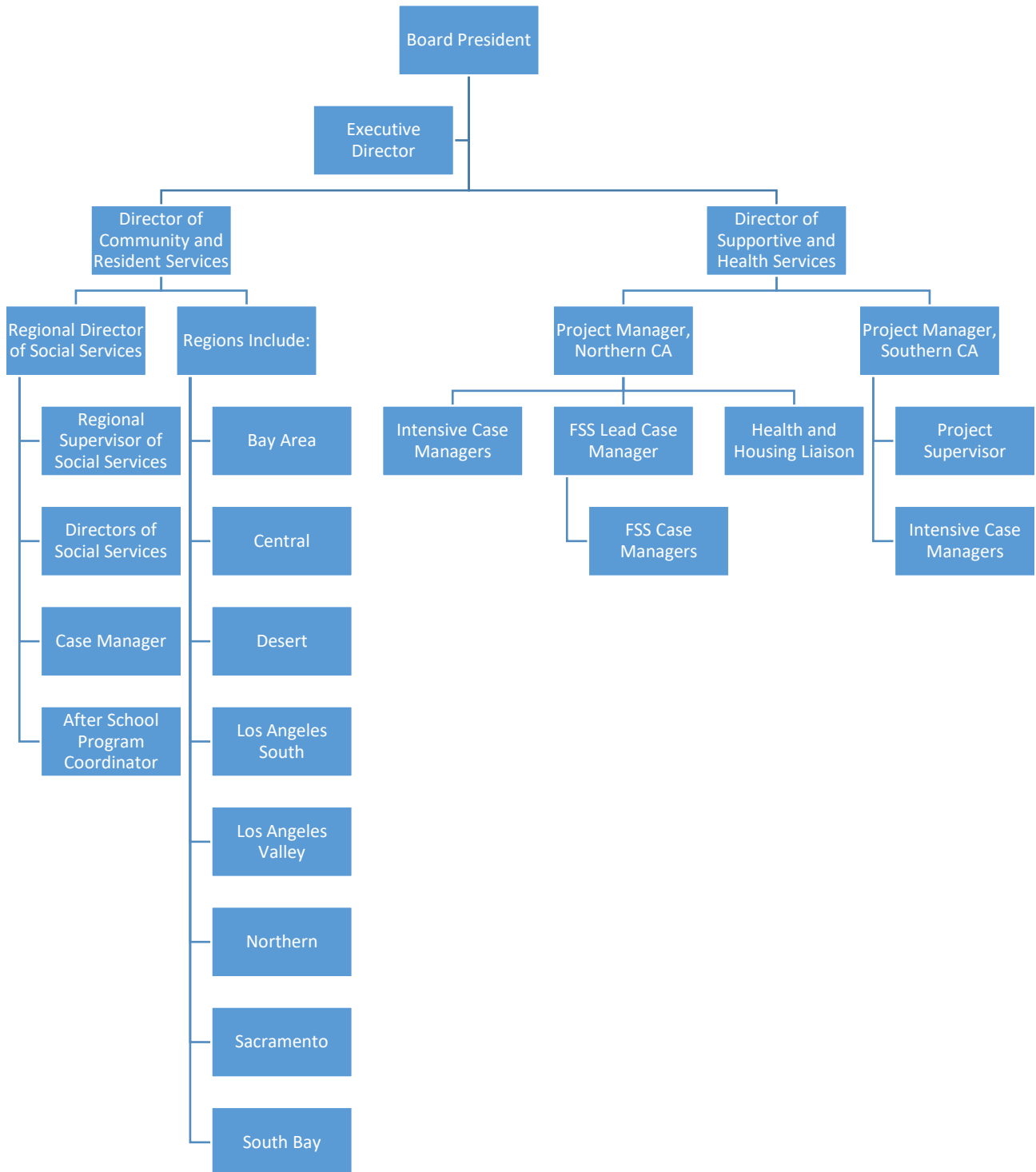
LifeSTEPS List of Communities

	Project Name	Type	Services Provided	Years of Service
330	Villas Las Americas	Multi Family	RSC for Affordable Housing	13.04
331	Vintage Aliso	Senior	RSC for Affordable Housing	2.29
332	Vintage at Kendall	Senior	RSC for Affordable and Supportive Housing	8.71
333	Vintage at Laguna	Senior	RSC for Affordable Housing	15.37
334	Vintage at Laguna II Senior	Senior	RSC for Affordable Housing	9.04
335	Vintage at Snowberry Senior	Senior	RSC for Affordable and Supportive Housing	10.12
336	Vintage at Stonehaven	Senior	RSC for Affordable Housing	8.71
337	Vintage Brook	Senior	RSC for Affordable Housing	20.26
338	Vintage Canyon	Senior	RSC for Affordable Housing	20.71
339	Vintage Chateau	Senior	RSC for Affordable Housing	20.29
340	Vintage Chateau II	Senior	RSC for Affordable Housing	9.12
341	Vintage Court	Senior	RSC for Affordable Housing	20.26
342	Vintage Crest	Senior	RSC for Affordable Housing	17.21
343	Vintage Crossing	Senior	RSC for Affordable Housing	19.04
344	Vintage Gardens	Senior	RSC for Affordable Housing	20.87
345	Vintage Grove	Senior	RSC for Affordable Housing	20.87
346	Vintage Knolls	Senior	RSC for Affordable Housing	13.87
347	Vintage Natomas Field	Senior	RSC for Affordable Housing	13.79
348	Vintage Oaks Senior	Senior	RSC for Affordable Housing	11.54
349	Vintage Park	Senior	RSC for Affordable Housing	20.29
350	Vintage Paseo	Senior	RSC for Affordable Housing	16.54
351	Vintage Pointe I	Senior	RSC for Affordable Housing	19.04
352	Vintage Pointe II	Senior	RSC for Affordable Housing	17.04
353	Vintage Shores	Senior	RSC for Affordable Housing	19.04
354	Vintage Square at Westpark	Senior	RSC for Affordable Housing	12.04
355	Vintage Terrace	Senior	RSC for Affordable Housing	20.04
356	Vintage Willow Creek	Senior	RSC for Affordable Housing	18.04
357	Vintage Woods	Senior	RSC for Affordable Housing	20.29
358	Vintage Zinfandel	Senior	RSC for Affordable Housing	18.96
359	Walnut Family	Multi Family	RSC for Affordable Housing	3.04
360	Walnut Grove	Multi Family	RSC for Affordable Housing	0.21
361	Warehouse Artist Lofts	Multi Family	RSC for Affordable Housing	6.62
362	Warthan Place	Multi Family	RSC for Affordable Housing	5.62
363	Warwick Terrace	Multi Family	RSC for Affordable Housing	7.29
364	Washington Plaza	Senior	RSC for Affordable Housing	4.71
365	Western Gardens	Multi Family	RSC for Affordable Housing	0.12
366	Westminster Crossing	Multi Family	RSC for Affordable and Supportive Housing	0.12
367	Westminster Park Plaza	Multi Family	RSC for Affordable Housing	12.54
368	Westminster Senior	Senior	RSC for Affordable Housing	5.57
369	Westside Palm Village	Multi Family	RSC for Affordable Housing	3.04
370	Whispering Palms	Senior	RSC for Affordable Housing	5.46
371	Woodhaven Senior Residence	Senior	RSC for Affordable Housing	6.12
372	Zaninovich Village	Senior	RSC for Affordable Housing	14.46

LifeSTEPS Organizational Chart



LifeSTEPS Organizational Chart - Continued



LifeSTEPS' List of Supportive Housing Sites*

Project Name	Special Needs Population
1 127th Street	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
2 Alegre	Mental Illness and/or Frequent Users of Mental Health Services including Transition Aged Youth; MHSA
3 Anchor Village	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors, Homeless Veterans; MHSA; VASH
4 Arrowhead Vista	Mental Illness and/or Frequent Users of Health & Mental Health Services; MHSA
5 Big Trees	Frail Elderly and Disabled Residents; SHRA
6 Blue Mountain Senior Villas	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors; MHSA
7 Broadway Villas	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS
8 Brookfield Place	Residents with Mental Illness and/or Frequent Users of Mental Health Services; MHSA; Cnty of Alameda Behavioral Health Svc
9 Chestnut Square Family Housing	Residents with Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Families and Chronically Homeless; MHSA; City of Livermore
10 Chestnut Square Senior Housing	Residents with Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; MHSA; City of Livermore
11 Cielo Azul	Mental Illness and/or Frequent Users of Health & Mental Health Services; MHSA
12 Courson Arts Colony East	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
13 Courson Arts Colony West	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
14 Edgewater (Riverview)	Frail Elderly and Disabled Residents; SHRA
15 El Segundo Boulevard	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Homeless Veterans and Chronically Homeless; LA Cnty DHS/DMH
16 Everett Commons	Formerly Homeless Veterans
17 Florence	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Chronically Homeless; LA Cnty ODR/DHS/DMH
18 Gibson Oaks	Frail Elderly and Disabled Residents; SHRA
19 Gran Casa Linda	Frail Elderly and Disabled Residents; SHRA
20 Hollenbeck Terrace	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS
21 La Paz	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Chronically Homeless; LA Cnty DHS/DMH
22 Las Ventanas	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS
23 Laurel Grove Family	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors, Homeless Veterans; MHSA; VASH
24 Loma Linda Veterans Village	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Veterans; VASH
25 MacArthur	Residents with Mental Illness and/or Frequent Users of Mental Health Services; MHSA; Cnty of Alameda Behavioral Health Svc
26 Main Street Plaza	Mental Illness and/or Frequent Users of Mental Health Services including Homeless Veterans; MHSA/VASH
27 Manzanita Garden	At-risk population of low income rural residents; USDA
28 Metro at Western	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Homeless Veterans and Chronically Homeless; LA Cnty DHS/DMH
29 Montecito Terrace	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households and Chronically Homeless; LA Cnty DHS/DMH
30 Monterey Gateway	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors, Homeless Veterans; MHSA; VASH
31 Moon Gate Plaza	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; Whole Person Care; Monterey Cnty
32 Pine Knoll	Frail Elderly and Disabled Residents; SHRA
33 Puesta del Sol	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, and Chronically Homeless Seniors; LA Cnty ODR/DHS/DMH
34 Rancho Dorado North	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
35 Regency Court	Mental Illness and/or Frequent Users of Health & Mental Health Services; MHSA
36 Ridgeway Studios	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
37 Scattered Sites; LA Cnty DHS	Individuals and families with Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Seniors and Chronically Homeless; LA Cnty DHS/DMH
38 Shasta Hotel	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households; Shelter Plus Care; SHRA
39 Sylmar Court	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, Chronically Homeless Seniors, and Transition Age Youth and Homeless Youth (TAY); LA Cnty DMH/DHS
40 Terracina	Mental Illness and/or Transition Age Youth and Homeless Youth (TAY); LA Cnty DHS
41 The Vineyards at Menifee	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
42 Verbena Crossing	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
43 Vintage at Kendall	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
44 Vintage at Snowberry Senior	Mental Illness and/or Frequent Users of Mental Health Services; MHSA
45 Westminster Crossing	Mental Illness and/or Frequent Users of Health & Mental Health Services, Homeless Households, and Chronically Homeless; LA Cnty DHS/DMH

*See Exhibit 1, LifeSTEPS List of Communities for Length of Service

Thank you!

Your Vendor Conflict of Interest Form for **Life Skills Training & Educational Programs, Inc. (LifeSTEPS)** has been submitted on **11/9/2021**. Please print a copy of this screen for your records and to submit with your proposal, if needed.

Powered by Laserfiche Forms
(<http://www.laserfiche.com/forms>)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Vanessa Cooper, Executive Director

Prepared By: Vanessa Cooper, Executive Director

Date: May 18, 2022

Re: Rescind and Reratify Items from the January 19, 2022 Meeting as set out below:

- 5.A - Approve Minutes of the Alameda Affordable Housing Corporation Meeting held on December 15, 2021.
- 6.A - Accept the Update Report on the 2800 Fifth Street BMR Purchase of Eighteen Units; Ratify the Regulatory Agreement with the City; and Direct the Executive Director to Execute an Amended and Restated Promissory Note for a Loan from the Housing Authority to AAHC from \$3,500,000 to \$3,750,000.

4.C.

BACKGROUND

Items approved by the Board in the period November 2021 to April 2022 are being brought back to the Board and will be rescinded and re-ratified to meet HUD requirements.

DISCUSSION

FISCAL IMPACT

CEQA

RECOMMENDATION

ATTACHMENTS

1. 5.A Attachment



Respectfully submitted,



Vanessa Cooper, Executive Director



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

701 Atlantic Avenue • Alameda, California 94501-2161

**DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY, DECEMBER 15, 2021**

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Tamaoki,
Director Hadid, and Director Mun

Absent: Director Kay, Director Rickard, and Director Sidelnikov

2. DIRECTOR RECUSALS

None.

3. Public Comment (Non-Agenda)

None.

4. CONSENT CALENDER

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

*4.A. Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on November 17, 2021.

*4.B. Upon approval from AHA board, Authorize the Executive Director or designee to negotiate and execute a 3 year contract with Life Skills Training and Education Programs, Inc (“LifeSTEPS”) in the amount of \$1,300,000.

Items accepted or adopted are indicated by an asterisk.

Director Hadid moved to approve the Consent Calendar items and Director Mun seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 4 Director Grob, Director Tamaoki,
Director Hadid, and Director Mun



5. AGENDA

- 5.A. Adopt Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

Director Hadid moved to adopt the Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361, and Director Tamaoki seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 4 Director Grob, Director Tamaoki,
Director Hadid, and Director Mun

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

None.

7. EXECUTIVE DIRECTOR'S COMMUNICATIONS

None.

8. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

None.

9. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at 8:00 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, President
Board of Directors





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Sylvia Martinez, Director of Housing Development

Prepared By: Sylvia Martinez, Director of Housing Development

Date: January 19, 2022

Re: Accept the Update Report on the 2800 Fifth Street BMR Purchase of Eighteen Units; Ratify the Regulatory Agreement with the City; and Direct the Executive Director to Execute an Amended and Restated Promissory Note for a Loan from the Housing Authority to AAHC from \$3,500,000 to \$3,750,000.
6.A.

BACKGROUND

In April 2021, the Board of Directors approved the purchase of 18 below market rate units at 2800 Fifth Street by the Alameda Affordable Housing Corporation, utilizing a \$3,500,000 loan from Housing Authority reserves. To date, eight homes have been purchased and three additional homes are scheduled to be purchased in early 2022.

DISCUSSION

A 12% contingency was approved in April 2021 and reflected in the loan amount between the Housing Authority and the AAHC. This contingency was meant to cover closing costs, initial insurance, HOA, taxes, or other fees. Since eight purchases have now occurred, staff have better estimates of closing costs and additional fees. In particular, staff have identified three items that increased costs:

1. Solar system purchase - After research and negotiation, staff advised that the AAHC purchase the solar systems provided for each unit. A lease was not available for most of the units. This purchase increases the purchase price of the houses by \$9,400 - \$10,120 each. With this ownership, AAHC receives the benefits of the electrical generation and can charge higher rent as the electrical cost will not be calculated into the utility allowance typically provided. Over time, the cost of the systems should be repaid by the benefits.
2. Prepaid taxes – Staff will pursue a welfare exemption for property taxes for these units. However, this exemption will take some time, and taxes need to be paid now,



- and then refunded. The additional cost of these taxes is estimated at \$3,780 per unit.
3. HOA fees – Staff prefers to pay HOA fees on an annual basis, to avoid the late fees associated with monthly payments. For the Pulte units, staff plans to pay the annual HOA fees on the settlement statement, resulting in an increased cost of \$3,600 per unit.

The total extra cost is approximately \$17,500 per unit. Staff is requesting \$250,000 in additional funds to cover the extra costs. A schedule regarding the new estimated costs is included in Attachment 1. A draft amended and restated promissory note is included as Attachment 2.

The City required a Regulatory Agreement for these properties, a sample of which is included for review and ratification as Attachment 3. Each home has been pre-assigned a rental restriction at either 50% or 80% of Area Median Income (AMI) by the City, as part of its regulatory agreement with the developer. The properties purchased in December are being marketed actively to households meeting these restrictions.

FISCAL IMPACT

In April 2021, the Board approved up to \$3,500,000 for costs associated with the purchase. The new estimate of costs is \$3,750,000, which still contains a small cushion to cover an increase in home price for the later purchases, which may occur after HUD increases its median income levels.

There is no change in the other terms of the loan except to add section 3d, which allows for prepayment with no penalty. Until repaid, the AHA loan will accrue simple interest at 3% and require an annual payment equivalent to 75% of residual receipts from operating the properties.

The additional \$250,000 will come from Housing Authority funds per the 2021 Reserve policy, which already contemplated a total of \$3,750,000 for the Pulte purchases (see October 2021 Board Report).

CEQA

Not applicable.

RECOMMENDATION

Accept the Update Report on the 2800 Fifth Street BMR Purchase of Eighteen Units; Ratify the Regulatory Agreement with the City; and Direct the Executive Director to Execute an Amended and Restated Promissory Note for a Loan from the Housing Authority to AAHC from \$3,500,000 to \$3,750,000.

ATTACHMENTS

1. Attach 1 Pulte New Estimated Costs
2. Attach 2 Draft AR 2800 Fifth St BMR AHA Promissory Note
3. Attach 3 Pulte Regulatory Agreement - Recorded



Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sylvia Martinez', with a stylized, cursive script.

Sylvia Martinez, Director of Housing Development

Attachment 1:

Pulte Purchases - New estimated costs

Purchases - Dec 15-29

<u>Addresses</u>	<u>Closing Date</u>	<u>Due from Buyer</u>	<u>Solar included</u>	<u>Purchase Prices</u>	<u>Other costs</u>
441 Mitchell AV	15-Dec	\$ 173,579.74		\$ 162,654.00	\$ 10,925.74
445 Mitchell AV	15-Dec	\$ 294,491.36		\$ 282,002.00	\$ 12,489.36
2803 Tradewind CT	15-Dec	\$ 173,580.81		\$ 162,654.00	\$ 10,926.81
2811 Tradewind Ct	15-Dec	\$ 256,146.43		\$ 244,152.00	\$ 11,994.43
605 Martin Mariner AV	15-Dec	\$ 170,525.14		\$ 161,934.00	\$ 8,591.14
611 Martin Mariner AV	15-Dec	\$ 291,436.76		\$ 281,282.00	\$ 10,154.76
2825 Tradewind CT	29-Dec	\$ 148,193.14		\$ 138,038.00	\$ 10,155.14
2833 Tradewind CT	29-Dec	\$ 294,043.10		\$ 282,002.00	\$ 12,041.10
		\$ 1,801,996.48		\$ 1,714,718.00	\$ 87,278.48

Future purchases

			<u>Solar</u>		
2838 Fifth ST	Jan	\$ 233,373.00	\$ 10,120.00	\$ 243,493.00	\$ 12,000.00
2855 Tradewind DR	Jan	\$ 152,534.00	\$ 10,120.00	\$ 162,654.00	\$ 11,000.00
2863 Tradewind DR	Jan	\$ 152,534.00	\$ 10,120.00	\$ 162,654.00	\$ 11,000.00
2873 Tradewind DR	2022	\$ 113,787.00	\$ 10,120.00	\$ 123,907.00	\$ 11,000.00
2833 Fifth ST	2022	\$ 113,787.00	\$ 10,120.00	\$ 123,907.00	\$ 11,000.00
2857 Fifth ST	2022	\$ 266,968.00	\$ 10,120.00	\$ 277,088.00	\$ 13,000.00
2829 Fifth ST	2022	\$ 233,374.00	\$ 10,120.00	\$ 243,494.00	\$ 12,000.00
2803 Fifth ST	2022	\$ 134,147.00	\$ 10,120.00	\$ 144,267.00	\$ 11,000.00
2828 Tradewind CT	2022	\$ 113,787.00	\$ 10,120.00	\$ 123,907.00	\$ 11,000.00
2860 Tradewind DR	2022	\$ 134,147.00	\$ 10,120.00	\$ 144,267.00	\$ 11,000.00
				\$ 1,749,638.00	\$ 114,000.00

\$ 84,365.52 Contingency

\$ 3,464,356.00	\$ 285,644.00	\$ 3,750,000.00
New Total		

AMENDED AND RESTATED PROMISSORY NOTE

(this "Note")

(2800 Fifth Street BMR Purchase)

\$3,~~500~~750,000.00

— ~~May~~

January 19, 2022 ~~1, 2021~~

Alameda, California

FOR VALUE RECEIVED, the undersigned, Alameda Affordable Housing Corporation., a California nonprofit public benefit corporation ("Borrower"), hereby promises to pay to the order of the Housing Authority of the City of Alameda, a public body, corporate and politic (together with its successors and assigns, the "Authority"), having an address at 701 Atlantic Avenue in the City of Alameda, CA 94501, at the Authority's said address or at such other place or to such other person as may be designated in writing to Borrower by the Authority, the sum of Three Million Five-Hundred Thousand Dollars (\$3,~~75~~500,000.00) (the "Loan"), which amount includes principal plus interest accrued thereon at the rate hereinafter set forth.

1. Purpose. This promissory note (the "Note") evidences the Borrower's obligation to pay the Authority the principal amount of Three Million Five-Hundred Thousand Dollars (\$3,~~75~~500,000.00) for the funds loaned to Borrower by the Authority for the acquisition of the Improvements, as defined herein, commonly known 2800 Fifth Street Below Market Rate Units, located at 2800 Fifth Street, in the City of Alameda (the "Property"), in which Borrower has an an ~~leasehold~~ interest.

2. Security. This Note is secured by that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust"), of even date herewith, wherein the Borrower is the Trustor and the Authority is the Beneficiary, covering the Project.

3. Terms of Payment.

a. Term. The term (the "Term") of this Note shall commence on May 1, 2021 ~~with the date of this Note~~ and shall expire thirty (30) years from that date ~~date of the Note~~.

b. Interest. The Loan shall bear 3% simple interest.

c. Repayment. Commencing on July 1, 2022 and on July 1 of each fiscal year thereafter through the end of the Term, Borrower shall make payments on the Loan from seventy-five percent of Residual Receipts from the prior fiscal year. Payments under this Note shall be made in lawful money of the United States of America. Borrower shall provide the Authority with any documentation reasonably requested by the Authority to substantiate

Borrower's determination of the payments due. The balance of the Loan, if any, shall be due and payable at the end of the Term.

e.d. Prepayment. Borrower shall have the right to prepay all or a portion of the principal due under this Note without any charge or penalty being made therefor.

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

(i) "Affordable Housing Agreement" means the Affordable Housing Agreement recorded against the Property and restricts its use to affordable rental housing dated October 7th, 2020.

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

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

- (L) fees for resident service;
- (M) cash deposited into reserves for capital replacements;
- (N) cash deposited into an operating reserve;
- (O) cash deposited into any other reserve accounts, if any, and as approved by the Authority;
- (P) extraordinary operating costs specifically approved in writing by the Authority;
- (Q) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses not listed above.

Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses; any amount expended from a reserve account; and any capital cost with respect to the Property, as determined by the accountant for the Property.

(iii) "Dwelling Units" means the eighteen (18) units of low income rental housing located at 2800 Fifth Street, Alameda CA.

(iv) "Gross Revenue" means with respect to a particular fiscal year all revenue, income, receipts, and other consideration actually received from operation and leasing of the Property. Gross Revenue shall include, but not be limited to:

- (A) all rents, fees and charges paid by tenants;
- (B) Section 8, or other rental subsidy payments received for the dwelling units;
- (C) deposits forfeited by tenants;
- (D) all cancellation fees;
- (E) price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income;
- (F) proceeds from vending and laundry room machines;
- (G) the proceeds of business interruption or similar insurance;
- (H) subject to the rights of any lender of a loan to Borrower to which the Loan has been subordinated, the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Property (or applied toward the cost of recovering such proceeds); and

(I) condemnation awards for a taking of part of all of the Property for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, capital contributions, or similar advances.

(v) "Improvements" means the buildings, structures (including without limitation, the Dwelling Units) and other improvements, including the building fixtures therein, now or hereafter located on the Property.

(vi) "Residual Receipts" shall mean in a particular fiscal year the amount by which Gross Revenue exceeds Annual Operating Expenses.

5. Acceleration. Except as may be otherwise provided in the Deed of Trust or the other loan documents evidencing this Loan, this Note shall be due and payable in one lump sum upon the sale, conveyance, assignment, hypothecation, or refinance of the Property without prior written consent of the Authority. With the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned or delayed, this Note may be assumed for an assumption fee equal to time and expenses of Authority staff needed to process such a request by any permitted assignee of Borrower.

6. Default. Any failure in the performance by Borrower of any non-monetary term, condition, provision or covenant set forth in this Note, the Regulatory Agreement or any regulatory agreement for the Project shall be a default under this Note, and shall cause, at the option of the Authority, the entire unpaid balance, together with all unpaid sums then payable under this Note to become immediately due and payable upon written notice by the Authority to Borrower without further demand.

7. Prepayment. No prepayment penalty, fee or premium will be charged to Borrower for payment of all or any portion of the Loan amount prior to the end of the term described herein.

8. Authority's Remedies for Default.

a. Upon the occurrence of a default, the Authority shall provide Borrower written notice of said occurrence, and Borrower shall have thirty (30) days to cure the default unless the Authority shall agree in writing to an extension of such cure period prior to its expiration which consent shall not be unreasonably withheld; provided, however, if the default is of the type which is incapable of being cured within thirty (30) days, Borrower shall have such time as is reasonably necessary (not to exceed ninety (90) days) to cure such default, provided Borrower has commenced such cure within such thirty (30) days and continues to diligently proceed to cure such default. If, after the cure period provided in this subparagraph (a), (i) Borrower has not cured the default, and (ii) the Authority has not waived its rights under this Note, the entire unpaid balance, together with all unpaid sums then payable under this Note shall, at the option of the Authority, become immediately due and payable upon written notice by the Authority to Borrower without further demand.

b. If default shall occur and be continuing beyond any applicable notice and cure period, the Authority may pursue all rights and remedies available under this Note or as may be otherwise available to the Authority.

9. Recourse. This Note shall be a recourse obligation of Borrower.

10. Notice. Formal notices, demands, and communications between the Authority and Borrower shall be sufficiently given if, and shall not be given unless, dispatched by certified mail, postage prepaid, return receipt requested or sent by express delivery service or overnight courier service, to the principal office of the Authority and Borrower as follows, or at such other address as the parties may designate in writing from time to time:

AUTHORITY:

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

BORROWER:

Alameda Affordable Housing Corporation
701 Atlantic Avenue
Alameda, CA 94501
Attn: Executive Director

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which the delivery was refused.

11. Attorneys' Fees. In the event of litigation arising from the enforcement of or a default under this Note, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such litigation.

12. Modifications. This Note may not be changed orally. Any waiver, change, modification or discharge of this Note may be made only by the written consent of both parties.

13. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of California.

[Signature Page Follows]

| DRAFT

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

Borrower:

Alameda Affordable Housing Corporation,
a California nonprofit public benefit corporation

By: _____

Name: Vanessa Cooper

Title: Executive Director

RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED MAIL DOCUMENT TO:

City of Alameda Community Development
Department
950 W. Mail Square, Suite 205
Alameda, CA 94501
Attn: Executive Director

CONFORMED COPY - has not been compared with Original.

2021397560 12/15/2021 01:57 PM 26 PGS



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00

Space Above This Line for Recorder's Use Only

A.P.N.: 074-1380-009

File No.: 3403-348524004

441 Mitchell Avenue, Alameda, CA 94501

Regulatory Agreement and Declaration of Restrictive Covenants

(Please fill in document title(s) on this line)

Exempt from fee under GC 27388.1(a)(2) due to being recorded in connection with a concurrent transfer that is subject to the imposition of documentary transfer tax, or

Exempt from fee under GC 27388.1(a)(1) due to the maximum fees (\$225) being paid on documents in this transaction, or

Exempt from fee under GC 27388.1(a)(2) due to being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier, or

Exempt from fee under GC 27388.1(a) (1); Not related to real property, or,

Document is executed or recorded by the state or any county, municipality, or other political subdivision of the state - GC 27388.1(a)(2)

Exempt from fee under GC 27388.1(a) (1) for the following reasons:

NOTE: The following exemptions may not be acceptable for use in all counties:

Exempt from fee under GC 27388.1 due to being recorded in connection with a transaction that was subject to documentary transfer tax which was paid on document recorded as Document No. of Official Records, or

Exempt from fee under GC 27388.1 due to the maximum fees having been paid on document(s) recorded as Document No. of Official Records, or

Exempt from fee under GC 27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded as Document No. of Official records.

THIS PAGE ADDED TO PROVIDE EXEMPTION INFORMATION FOR THE BUILDING HOMES AND JOBS ACT FEE
(SB-2; AFFORDABLE HOUSING FEE)
(Additional recording fee applies)

**Recording requested by
And when recorded mail to:**

City of Alameda
Community Development Department
950 W. Mall Square, Suite 205
Alameda, CA 94501
Attention: Executive Director

Exempt from recording fees pursuant to
Cal. Gov't Code § 27383

3403-348524004 (SM)

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(441 Mitchell Avenue, Alameda, CA – Very Low)

(Rental Units Required Pursuant to City Inclusionary Housing Requirements
Set Forth in Section 30-16 of the City Municipal Code)

This Regulatory Agreement and Declaration of Restrictive Covenants (“**Agreement**”) is dated December 15, 2021 (“**Effective Date**”) and is entered into between the **CITY OF ALAMEDA**, a municipal corporation (“**City**”) and **ALAMEDA AFFORDABLE HOUSING CORPORATION**, a California nonprofit public benefit corporation (“**Owner**”).

RECITALS

The following recitals are a substantive part of this Agreement.

A. Owner is the owner of that certain real property located at **441 Mitchell Avenue** in the City of Alameda, County of Alameda, State of California, more particularly described in Exhibit 1 attached hereto (“**Property**” or “**Affordable Unit**”).

B. City Municipal Code Section 30-16, added by Ordinance No. 2965-NA adopted on June 15, 2004, sets forth certain inclusionary housing requirements for residential development in the City (“**City Inclusionary Policy**”).

C. The Property is located on the site of a 357 unit residential project (“**Project**”) developed by Pulte Home Company, LLC, a Michigan Limited Liability Company (“**Developer**”) in accordance with City of Alameda Planning Board Resolutions PB 19-27, PB 19-21, and PB 19-22, on file with the City of Alameda's Planning and Building Department, and (b) City of Alameda Planning Board Resolution PB 19-21 Approving the Development Plan and Density Bonus Application which includes certain conditions of approval, including Condition of Approval No. 14, which requires that the Developer reserve at least 39 units (48 units minus a 9 unit credit from Stargell Commons) in the Project for sale to moderate-, low- and very low-income households in accordance with the City Inclusionary Policy (the “**Project Inclusionary Requirement**”).

D. Owner and City desire by the execution of this Agreement to assure the Property meets the requirements of the City Inclusionary Policy, and that the Affordable Unit remains

affordable to a very low-income household for a minimum of fifty-nine (59) years following the date of recordation of this Agreement.

NOW THEREFORE, the parties acknowledge and agree as follows:

ARTICLE 1. DEFINITIONS

1.01 “**Affordable Rent**” is the amount of rent considered as “affordable rent” for very low and low income households, adjusted for family size appropriate to the unit, less a utility allowance, pursuant to California Health and Safety Code Section 50053 or any successor statute thereto. If the statute is no longer in effect and no successor statute is enacted, the City shall establish the Affordable Rent for purposes of this Agreement. For purposes of this Section 1.01 “adjusted for family size appropriate to the unit” shall mean a household of two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

1.02 “**Applicable Laws**” means all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation standard, official policy, condition, or other measure) of the United States, the State of California, United States Department of Housing and Urban Development (“HUD”), the County of Alameda, City of Alameda, or any other political subdivision in which the Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Owner or the Project.

1.03 “**Area Median Income**” shall mean the median income for households in Alameda County, California, as published from time to time by HUD in a manner consistent with the determination of median gross income under Section 8 of the United States Housing Act of 1937, as amended, and as defined in Title 25, California Code of Regulations, Section 6932. In the event that such income determinations are no longer published by HUD, or are not updated for a period of at least 18 months, the City shall provide the Owner with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

1.04 “**Eligible Households**” shall mean households meeting the income restrictions as set forth in Section 2.01.

1.05 “**Housing Authority**” shall mean the Housing Authority of the City of Alameda.

ARTICLE 2. RENT, INCOME AND OCCUPANCY RESTRICTIONS

2.01 Rent and Income Restrictions. The Affordable Unit to be located on the Property shall be rented to low income households whose gross income does not exceed fifty percent (50%) of the Area Median Income at an Affordable Rent

No less than one (1) person per bedroom shall be allowed. No more than two (2) persons shall be permitted to occupy a studio Affordable Unit, no more than three (3) persons shall be permitted to occupy a one (1) bedroom Affordable Unit, no more than five (5) persons shall be permitted to occupy a two (2) bedroom Affordable Unit, and no more than seven (7) persons shall be permitted to occupy a three (3) bedroom Affordable Unit. City may make exceptions to the foregoing occupancy standards to the extent such exceptions are required by Applicable Laws, and

do not increase City's obligations or liabilities under this Agreement, or diminish or impair City's rights and remedies under this Agreement.

Not more than once per year, Owner may adjust the rent in the occupied Affordable Unit to the level allowed for the family size appropriate to the unit. Owner may adjust the rent upon vacancy of an Affordable Unit to the level allowed for the family size appropriate to the unit. City shall annually publish a list of all rent ceilings reflecting the annual adjustments in the income limits for Eligible Households provided by HUD and the State of California Department of Housing and Community Development ("HCD"). Owner must notify the tenant of the Affordable Unit and City in writing of any increase in monthly rent at least thirty (30) days in advance of the effective rent adjustment date. The written notice of rent increase provided to City shall indicate: (1) the rent adjustment for the Affordable Unit; (2) the new rental amount for the Affordable Unit; and (3) the effective date of the adjustment for the Affordable Unit. Failure to provide the notice required shall be considered a default by Owner under this Agreement.

The determination of a status as an Eligible Household shall be made by Owner prior to initial occupancy of the Affordable Unit by such household and shall be subject to review and approval by City. The income of all persons residing in the Affordable Unit shall be considered for purposes of calculating the household income. Owner shall not discriminate against prospective tenants with qualified Public Housing Authority Section 8 certificates or vouchers who are otherwise qualified. Owner shall notify City in writing whenever the tenant in an Affordable Unit changes. The notice shall indicate the name and household size of the tenant vacating the Affordable Unit. Once the Affordable Unit is reoccupied, Owner shall notify City in writing of the new tenant's name, household size and income.

Immediately prior to the first anniversary date of the occupancy of the Affordable Unit by an Eligible Household, and on each anniversary date thereafter, Owner shall re-certify the income of the occupants of the Affordable Unit by obtaining a completed Tenant Income Certification based upon the current income of each occupant of the Affordable Unit. The Tenant Income Certification shall be in the form attached hereto as Exhibit 2 or in such other format as may be agreed to by City and Owner. If an occupant of an Affordable Unit no longer qualifies as an Eligible Household due to an increase in income above the limitation set forth in paragraph (a) and/or (b), as appropriate, of this Section 2.01, the occupant may continue to occupy the former Affordable Unit; provided, however, Owner may increase the rental rate for such former Affordable Unit to market rate. After the former Eligible Household vacates the Affordable Unit, the Owner shall rent the Affordable Unit to an Eligible Household.

2.02 Marketing and Leasing Program.

Owner shall actively market rental of the Affordable Unit to Eligible Households. Prior to lease-up of the Affordable Unit, Owner shall provide City with a copy of its marketing program for the Affordable Unit ("**Affordable Units Marketing Program**"). City shall review the Affordable Unit Marketing Program and either approve or request modifications to the Affordable Unit Marketing Program within thirty (30) days after receipt. Owner shall provide monthly updates to the Affordable Unit Marketing Program commencing thirty (30) days after the date the Affordable Unit Marketing Program is initially approved by City.

Owner is responsible for implementing the Affordable Unit Marketing Program actively and in good faith. City may extend the required marketing period in its discretion if Owner delays implementation or otherwise fails to comply with the Affordable Unit Marketing Program as approved by City.

ARTICLE 3. REPORTING REQUIREMENTS FOR PROPERTY

3.01 Reporting Requirements. Owner shall submit an annual report and income certification to the City. The report, at a minimum, shall include:

- (a) The number of persons occupying the Affordable Unit;
- (b) Name of each Affordable Unit Tenant;
- (c) Initial occupancy date;
- (d) Rent paid per month; and
- (e) Gross income per year.

Such information shall be reported to the City substantially in the form of the Certification of Continuing Compliance attached hereto as Exhibit 3 or in such other format as may be reasonably requested by City.

Annual income recertifications shall also contain those documents used to certify eligibility. City, from time to time during the term of this Agreement, may request additional or different information, if such information is required in order for the City to comply with its reporting requirements, and Owner shall promptly supply such additional or different information in the reports required hereunder. Owner shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Owner, at such time and in such forms as City may require, shall furnish to City statements, records, reports, data and information pertaining to matters covered by this Agreement. Upon reasonable advance request for examination by City, Owner, at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Agreement. Owner shall permit City to audit, examine and make excerpts or transcripts from these records at City's sole cost.

The first annual report and annual income certification ("**Initial Report**") shall be submitted to the City within thirty (30) days of the date of the initial rental of the Affordable Unit. Subsequent annual reports and annual income certifications or recertifications shall be submitted to the City on the anniversary date of submittal of the Initial Report.

3.02 City Approval of Lease Forms. City shall have the right to review and approve Owner's form of lease for the Affordable Unit, including disclosures of the affordability restrictions on the Affordable Unit, prior to Owner's use of such form.

3.03 Reserved.

ARTICLE 4. PROVISION OF SERVICES AND MAINTENANCE OF PROPERTY

4.01 Maintenance. During the term of this Agreement, Owner shall maintain, or cause to be maintained, the Property, including all improvements thereon, in a manner consistent with

the provisions set forth therefor in the Alameda Municipal Code, and shall keep the entire Property free from any accumulation of debris or waste materials prior to and after construction.

If, at any time, Owner fails to maintain the Property, and has either failed to commence to cure such condition or to diligently prosecute to completion the condition or the condition is not corrected after expiration of sixty (60) days from the date of written notice from the City to the Owner, City may perform the necessary corrective maintenance, and Owner shall pay such costs as are reasonably incurred for such maintenance. The City shall have the right to place a lien on the Property should Owner not reimburse City for such costs within sixty (60) days following City's written demand for reimbursement of such costs. Owner, on behalf of itself, its heirs, successors and assigns, hereby grants to City and its officers, employees and agents, an irrevocable license to enter upon the Property to perform such maintenance during normal business hours after receipt of written notice from City and Owner's failure to cure or remedy such failure within sixty (60) days of such notice. Any such entry shall be made only after reasonable notice to Owner and the tenant of the Affordable Unit, and City shall indemnify and hold Owner harmless from any claims or liabilities pertaining to any such entry by City. Failure by Owner to maintain the Property in the condition provided in this Article 4 may, in City's reasonable discretion, constitute a default under this Agreement.

ARTICLE 5. NO TRANSFER

5.01 Prohibition. Except with respect to Permitted Transferees (as defined below), Owner shall not make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Property or this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

5.02 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of an assignment or transfer of this Agreement or conveyance of the Property, or any part thereof, shall not be required in connection with any of the following (the "Permitted Transfers"):

- (a) The lease of the Affordable Unit to an Eligible Household.
- (b) Assignments for financing purposes, and any subsequent transfer to the lender providing such financing by foreclosure or deed in lieu of foreclosure thereunder, subject to such financing being considered and approved by the City.
- (c) Transfer of the Property to an affiliate entity which controls, is controlled by or under common control with Owner.
- (d) In the event of an assignment by Owner pursuant to subparagraph (c) not requiring the City's prior approval, Owner nevertheless agrees that at least thirty (30) days prior to such assignment or transfer it shall give written notice to the City of such assignment or transfer and that such transferee shall be required to assume Owner's obligations under this Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the City Attorney.

5.03 City Consideration of Requested Transfer. The City agrees that it will not unreasonably withhold approval of a request made pursuant to this Article 5 provided (a) the Owner delivers written notice to the City requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as Owner, and (c) the assignee or transferee assumes the obligations of the Owner under this Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to Owner and the City Attorney. Such notice shall be accompanied by evidence regarding the proposed assignees or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth herein and other criteria as reasonably determined by the City. The City shall approve or disapprove the request within forty-five (45) days of its receipt of the Owner's notice and all information and materials required herein.

ARTICLE 6. NO DISCRIMINATION

Owner covenants, by and for itself and any successors in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees in the Property.

ARTICLE 7. NO IMPAIRMENT OF LIEN

No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Owner to the Property shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

ARTICLE 8. DURATION

The covenants contained in Articles 2, 3, 4 and 5 of this Agreement shall be deemed to run with the Property until the date which is fifty-nine (59) years following the Effective Date. The covenants against discrimination contained in Article 6 of this Agreement shall run with the Property in perpetuity.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The covenants contained in the Agreement shall be binding upon Owner and its heirs, successors and assigns, and such covenants shall run in favor of the City and its successors and

assigns for the entire period during which such covenants shall be in force and effect, without regard as to whether the City is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any such covenants, or breach of any of Owner's obligations under this Agreement, City and its successors and assigns shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in the Agreement, without regard to technical classification and designation, shall be for the benefit of and shall be enforceable only by the City, and its successors and assigns.

ARTICLE 10. SUBORDINATION AGREEMENT

Except as otherwise expressly provided below, this Agreement shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes) and Owner shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to City for recordation in the Official Records of Alameda County, a subordination agreement, in a form reasonably acceptable to City, subordinating such mortgages, deeds of trust and other liens to this Agreement thereby ensuring the priority of this Agreement over all such mortgages, deeds of trust and other liens. Notwithstanding the subordination provisions set forth herein, the City may, in its sole discretion, subordinate this Agreement.

ARTICLE 11. DEFAULT

Any failure by Owner to perform any term or provision of this Agreement shall constitute a "Default" (1) if Owner does not cure such failure within sixty (60) days following written notice of default from City, or (2) if such failure is not of a nature which can be cured within such sixty (60) day period, Owner does not commence substantial efforts to cure the failure within sixty (60) days and thereafter prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given under this Agreement shall identify the nature of the failure in performance which City claims constitutes the Default and the manner in which such Default may be satisfactorily cured. Any failure or delay by City in asserting any of its rights or remedies, including specific performance, as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE 12. NOTICES, DEMANDS AND COMMUNICATIONS

Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent: (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service and marked for next day business delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated herein or to such other address as a party may designate by written notice to the other. Any written notice, demand or communication shall be deemed received: (a) immediately if delivered by personal delivery as provided hereinabove;

(b) on the third (3rd) day from the date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; and (c) on the next business day if sent via nationally recognized overnight courier and marked for next day business delivery. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

To City: City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attention: Community Development Director

With a copy to: City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attention: City Attorney

To Owner: Alameda Affordable Housing Corporation
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

ARTICLE 13. ATTORNEYS' FEES

In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in any action or proceeding.

ARTICLE 14. RECORDATION OF AGREEMENT

Immediately following the Effective Date, this Agreement and the Notice of Affordability Restrictions on Transfer of Property in the form attached hereto as Exhibit 4, shall be recorded against the Property in the Official Records of Alameda County.

ARTICLE 15. COMPLIANCE MONITORING FEE

Owner acknowledges and agrees that the City is obligated to monitor compliance with this Agreement on an annual basis and, therefore, agrees to pay City for a portion of its administrative costs for such monitoring by paying to City an annual monitoring fee in the amount of Twenty-five Dollars \$25.00 per unit per year, payable on the initial date of occupancy and each year on the anniversary date of the initial date of occupancy.


ARTICLE 16. MISCELLANEOUS

Each party agrees to cooperate with the other in the implementation and administration of this Agreement and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The words "include" and "including" shall be construed as if followed by the words "without limitation." All exhibits and attachments hereto are incorporated by reference as though fully restated herein. This Agreement shall be interpreted as though prepared jointly by both parties, and shall be construed in accordance with and be governed by the laws of the State of California. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. A waiver by either party of a breach of any of the covenants, conditions or agreements hereunder to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof. No waiver by City of any of the conditions hereof shall be effective unless in writing expressly identifying the scope of the waiver and signed on behalf of an authorized official of City. Any alteration, change or modification of or to the Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party hereto.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized, on the Effective Date first above written.

RECOMMENDED FOR APPROVAL:



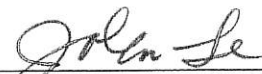
Lisa Nelson Maxwell
Community Development Director

CITY:
CITY OF ALAMEDA, a municipal corporation



Eric J. Levitt
City Manager
[Signature must be notarized]

APPROVED AS TO FORM:




John D. Lê
Assistant City Attorney

- and -

OWNER::

Alameda Affordable Housing Corporation,
a California nonprofit public benefit corporation

By: 

Vanessa M. Cooper
Secretary
[Signature must be notarized]

NOTARY ACKNOWLEDGMENTS

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss:

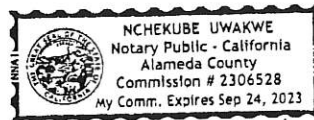
COUNTY OF ALAMEDA)

Nchekube Uwakwe, notary public

On 12-3, 21, before me, _____,
Notary Public personally appeared Vanessa M Cooper
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

NOTARY ACKNOWLEDGMENTS

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss:

COUNTY OF ALAMEDA)

On 12/9/21, before me, Rina Mae Winston
Notary Public personally appeared Eric J. Levitt
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same
in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Rina Mae Winston*

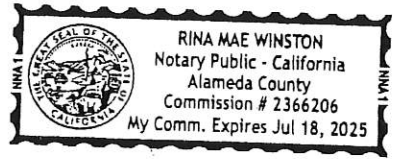


EXHIBIT 1
LEGAL DESCRIPTION

Real property in the City of Alameda , County of Alameda, State of California, described as follows:

PARCEL ONE (Unit):

Unit 4 ("Unit") as shown on the Condominium Plan - Lpt 1 Tract 8524 Bay 37, recorded on June 28, 2021, as Document No. 2021230482, together with any amendments or modifications, thereto ("Condominium Plan") and described and defined in the Declaration of Covenants, Conditions and Restrictions of Bay 37 recorded on June 25, 2021, as Instrument No. 2021229174, of Official Records together with any amendments, modifications, or annexations thereto, as may occur from time to time ("Declaration"), being a portion of Lot 1 as shown on the map entitled Tract Bay 37, filed on November 4, 2020, in Book 363 of Maps, at page 67, Alameda County Records ("Map").

PARCEL TWO (Undivided Interest in Building Common Area):

An undivided one-sixth (1/6th) interest as tenant in common in and to Lot 1, as shown on the Map.

Excepting therefrom Units 1 to 6, inclusive, as shown on the Condominium Plan.

ALSO EXCEPTING THEREFROM all easements as provided for in the Declaration, together with the right to subsequently grant and convey such easements.

ALSO EXCEPTING THEREFROM easements for the exclusive use, possession, and enjoyment of those areas shown on the Condominium Plan as a Balcony, Garage and Porch, together with the right to subsequently grant and convey such easements.

ALSO EXCEPTING THEREFROM , as reserved in the Quitclaim Deed from Union Pacific Railroad Company to Catellus Alameda Development, LLC recorded March 14, 2013 as Instrument Number 2013-096672 of Official Records the following:

"All minerals and all mineral rights of every kind and character now known to exist or hereinafter discovered at a depth of 500 feet or more below the surface of the property, including, without limitation, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to grantor, its successors and assigns, but without any right to enter upon or use the surface of the property, provided that such exploration, removal and disposal of said minerals does not damage the surface of the property, any improvements thereon or thereunder, or to interfere with the use of the property by grantee, its successors or assigns."

PARCEL THREE (Non-Exclusive Easements)

Non-exclusive easements for use, enjoyment, ingress, egress and support in and to the portion of the Common Area, as defined in the Declaration, for the benefit of Parcel One above.

PARCEL FOUR (Exclusive Use Common Area):

An exclusive easement for the use, possession, and enjoyment of the Balcony, as shown on the Condominium Plan, which bears the number that corresponds to that of the Owner Unit described in Parcel One, above.

An exclusive easement for the use, possession, and enjoyment of the Garage, as shown on the Condominium Plan, which bears the number that corresponds to that of the Owner Unit described in Parcel One, above. An exclusive easement for the use, possession, and enjoyment of the Porch, as shown on the Condominium Plan, which bears the number that corresponds to that of the Owner Unit described in Parcel One, above.

The exclusive easements are appurtenant to the real property conveyed in Parcel One, above.

441 Mitchell Avenue, Alameda, CA

APN: 074-1380-009 (Affects this and other property)

EXHIBIT 2

Tenant Income Certification

Project Name and Address: _____ Date: _____

- Affordable Units: 50% of Median Income
 80% of Median Income
 120% of Median Income

Address/Unit Number: _____ Rent: _____

Tenant/Household Name: _____ Date of Lease: _____

Size of Household: _____ Expiration: _____

Total Household Income: _____ per year

The following list includes each member of the household and their income. Attached are federal or state income tax returns for the most recent tax year, current stubs from paychecks or other evidence of the income of each income-producing member of the household.

Name of Household Member	Relationship	Age	Social Security Number	Annual Income	Source of Income/ Name of Employer
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

I/We the undersigned have read and answered fully, frankly and personally each of the above questions under penalty of perjury and do hereby swear they are true.

Head of Household

Date

Owner/ Agent

Date

EXHIBIT 3

CERTIFICATION OF CONTINUING COMPLIANCE

Project Name and Address: _____ Date: _____

Total Affordable Housing Units in Project:

Very Low Income Units (not to exceed 50% of Median Income): _____

Low Income Units (not to exceed 80% of Median Income): _____

Moderate Income Units (not to exceed 120% of Median Income): _____

The Owner, in accordance with the Regulatory Agreement and Declaration of Restrictive Covenants dated _____, does hereby certify to the City of Alameda that during the preceding year, the units identified on the following pages were occupied in accordance with the Regulatory Agreement and Declaration of Restrictive Covenants and does hereby further certify that the representations set forth herein are true and correct to the best of the undersigned's knowledge.

Signed: _____

Date: _____

Owner/ Agent

[See Attached]

ANNUAL COMPLIANCE REPORT

Project Name and Address: _____

Date: _____

Very Low Income Units (Not to Exceed 50% of Median Income)

Unit No./Address	Type	Tenant Name	Annual Household Income	Number in Household	Monthly Rent
_____	_____	_____	_____	_____	_____

Signed: _____

Date: _____

Owner / Agent

EXHIBIT 4

RECORDING REQUESTED
BY
AND WHEN RECORDED
MAIL TO:
City of Alameda
Community Development
Department
950 W. Mall Square, Suite 205
Alameda, CA 94501
Attention: Director

*Exempt from recording fees
pursuant to Cal. Gov't Code
Section 27383*

*Space Above This Line For Recorder's Use
Only*

**NOTICE OF AFFORDABILITY RESTRICTIONS
ON TRANSFER OF PROPERTY**

(Note: Above Title and text below must remain in 14-point type or larger)

Important notice to owners, purchasers, tenants, lenders, brokers, escrow and title companies, and other persons, regarding affordable housing restrictions on the real property described in this Notice: Restrictions have been recorded with respect to the property described below (referred to in this Notice as the "Property") which restrict the price and terms at which the Property may be sold or rented. These restrictions may limit the sales price or rents of the Property to an amount which is less than the fair market value of the Property. These restrictions also limit the income of persons and households who are permitted to purchase and rent the Property.

Title of Document Containing Affordable Housing Restrictions:

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS (441 Mitchell Avenue, Alameda, CA – Very Low) (referred to in
this Notice as the "Affordable Housing Restrictions").

Parties to Affordable Housing Restrictions:

City of Alameda ("City") and

the Alameda Affordable Housing Corporation ("Owner").

The Affordable Housing Restrictions are recorded: (check one)

as Document No. _____, official records of _____ County, on _____; or

concurrently with this Notice, official records of _____ County.

Legal Description of Property:

See Exhibit A (Attached hereto)

Street Address of Property: _____, Alameda, California.

Assessor's Parcel Number of Property: _____

Summary of Affordable Housing Restrictions (check as applicable):

The Regulatory Agreement and Declaration of Restrictive Covenants restricts the amount of rent which may be charged for the rental housing unit or units on the Property, as follows:
30% of maximum annual income for households whose gross income does not exceed the applicable income level.

The Regulatory Agreement and Declaration of Restrictive Covenants restricts the sales price which may be charged for the sale of the ownership housing unit or units on the Property, as follows:
_____.

The Regulatory Agreement and Declaration of Restrictive Covenants restricts the income level of the tenant or buyer of the Property, as

follows:

50% of area median income

Term of Restrictions: 59 years, commencing on December 15, 2021
and terminating on December 15, 2080

This Notice does not contain a full description of the details of all of the terms and conditions of the Affordable Housing Restrictions. You will need to obtain and read the Regulatory Agreement and Declaration of Restrictive Covenants to fully understand the restrictions and requirements which apply to the Property. In the event of any conflict between the terms of this Notice and the terms of the Regulatory Agreement and Declaration of Restrictive Covenants, the terms of the Regulatory Agreement and Declaration of Restrictive Covenants shall control.

This Notice is being recorded and shall be indexed against the City and the current Owner of the Property.

CITY:
CITY OF ALAMEDA,
a municipal corporation

Dated: _____, 2021

By: _____

Eric J. Levitt
City Manager

[Signature must be notarized]

Approved as to form:

By: _____

John D. Lê
Assistant City Attorney

OWNER:

Alameda Affordable Housing Corporation,
a California nonprofit public benefit
corporation.

Dated: 12/3, 2021

By: *Vanessa Cooper*
Vanessa M. Cooper
Secretary
[Signature must be notarized]

ACKNOWLEDGMENTS

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss:

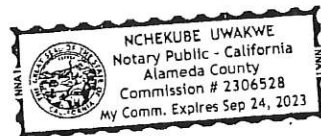
COUNTY OF Alameda

On 12.3, 21, before me, Nchekube Uwakwe, notary public,
Notary Public personally appeared Vanessa M Cooper
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Vanessa Cooper, Executive Director

Prepared By: Vanessa Cooper, Executive Director

Date: May 18, 2022

Re: Rescind and Reratify Items from the February 16, 2022 Meeting as set out below:

- 5.A - Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on January 12, 2022 and January 19, 2022.
- 5.B - Approve Chapter 8 Property Acquisitions (70-153-31, 73-420-32) and Authorize the Executive Director, or her Designee, to Negotiate and Execute Purchase Documents.

4.D.

BACKGROUND

Items approved by the Board in the period November 2021 to April 2022 are being brought back to the Board and will be rescinded and re-ratified to meet HUD requirements.

DISCUSSION

FISCAL IMPACT

CEQA

RECOMMENDATION

ATTACHMENTS

1. 5.A Attachment
2. 5.B Attachment



Respectfully submitted,



Vanessa Cooper, Executive Director



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

701 Atlantic Avenue • Alameda, California 94501-2161

**DRAFT MINUTES
ALAMEDA AFFORDABLE HOUSING CORPORATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY, JANUARY 12, 2022**

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Tamaoki,
Director Mun, Director Rickard, and Director Sidelnikov

Absent: Director Hadid, and Director Kay

2. COMMISSIONER RECUSALS

None.

3. Public Comment (Non-Agenda)

None.

4. AGENDA

- 4.A. Adopt Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

Director Grob moved to adopt the Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361, and Director Sidelnikov seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.



**Yes 5 Director Grob, Director Tamaoki, Director Mun
Director Rickard, and Director Sidelnikov**

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

None.

6. EXECUTIVE DIRECTOR'S COMMUNICATIONS

None.

7. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

None.

8. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at 6:53 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, President
Board of Directors





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

701 Atlantic Avenue • Alameda, California 94501-2161

**DRAFT MINUTES
ALAMEDA AFFORDABLE HOUSING CORPORATION
REGULAR MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY, JANUARY 19, 2022**

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Tamaoki, Director Kay
Director Mun, Director Rickard, and Director Sidelnikov

Absent: Director Hadid

2. DIRECTOR RECUSALS

None.

3. Public Comment (Non-Agenda)

None.

4. Closed Session - 7:02 p.m. - Adjournment to Closed Session to Consider:

Director Grob called the meeting to order at approximately 7:51 p.m. and announced that the Board would adjourn to Closed Session.

4.A. Conference with Legal Counsel-Anticipated Litigation: Exposure to litigation pursuant to subdivision (D)(2) of Government Code Section 54956.9:
One potential case.

Chair Grob adjourned Closed Session at approximately 7:56 p.m. and announced that the Board discussed item 4.A.

5. CONSENT CALENDER

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



- *5.A. Approve Minutes of the Alameda Affordable Housing Corporation Meeting held on December 15, 2021.

Item accepted or adopted is indicated by an asterisk.

Director Tamaoki moved to approve the Consent Calendar item and Director Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	4	Director Grob, Director Tamaoki, Director Kay Director Mun, Director Rickard, and Director Sidelnikov
Abstention	2	Director Kay and Director Sidelnikov

6. AGENDA

- 6.A. Accept the Update Report on the 2800 Fifth Street BMR Purchase of Eighteen Units; Ratify the Regulatory Agreement with the City; and Direct the Executive Director to Execute an Amended and Restated Promissory Note for a Loan from the Housing Authority to AAHC from \$3,500,000 to \$3,750,000.

Sylvia Martinez, Director of Housing Development stated that this item is in response to the acceptance of agenda item 10.B of the January 9, 2022 the Alameda Housing Authority (AHA) Board of Commissioners Meeting. The reserve policy approved by the AHA Board of Commissioners in the fall of 2021, contemplated for this increase in the loan amount, therefore the funding is available for the modified loan amount of \$3,750,000.

Director Sidelnikov moved to accept the Update Report on the 2800 Fifth Street BMR Purchase of Eighteen Units; Ratify the Regulatory Agreement with the City; and Direct the Executive Director to Execute an Amended and Restated Promissory Note for a Loan from the Housing Authority to AAHC from \$3,500,000 to \$3,750,000, and Director Tamaoki seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously

Yes	6	Director Grob, Director Tamaoki, Director Kay Director Mun, Director Rickard, and Director Sidelnikov
-----	---	---

- 6.B. Adopt Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

Director Sidelnikov moved to adopt the Resolution of the Board of Directors of the



Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361, and Director Kay seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 6 Director Grob, Director Tamaoki, Director Kay
Director Mun, Director Rickard,
and Director Sidelnikov

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

None.

8. EXECUTIVE DIRECTOR'S COMMUNICATIONS

None.

9. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

None.

10. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at approximately 8:00 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, President
Board of Directors





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Sylvia Martinez, Director of Housing Development

Prepared By: Sylvia Martinez, Director of Housing Development

Date: February 16, 2022

Re: Approve Chapter 8 Property Acquisitions (70-153-31, 73-420-32) and Authorize the Executive Director, or her Designee, to Negotiate and Execute Purchase Documents.
5.B.

BACKGROUND

Every January, the Housing Authority receives notice of Alameda properties listed with delinquent taxes for five or more years and approved by the Board of Supervisors for sale at Public Auction. An objection to auction is allowed under Chapter 8, Part 6 Division 1 of the County Tax Sale Procedure Manual. This provision, also known as an Agreement Sale, allows government entities and nonprofits to purchase tax-defaulted properties for public use outside of the auction process. Low-income housing is a qualifying use. The Housing Authority is not a taxing entity and cannot object on its own behalf. However, it has used its nonprofit partner, the Alameda Affordable Housing Corporation, to lodge these objections in the past. The Board approved pursuit of such opportunities in 2018 and in 2020, although none have resulted in a purchase to date. The Chapter 8 process is slow because of the extensive noticing requirements and approval process by the County Board of Supervisors, both of which protect the homeowner and the purchaser.

DISCUSSION

There are two viable properties on the January 2022 notice which are summarized in the attachments, and site maps and locations are provided.

Because of the short lead time to file an objection (first week of February), staff has filed objections and an interest to purchase. This filing is a placeholder only and does not obligate the Corporation to continue with the sale. Staff has requested title information and has searched building records (which are minimal for both properties). Both buildings are over 50 years old, which may require historic review for physical changes if proposed.



FISCAL IMPACT

The anticipated purchase prices are described in the attachments, for a total of approximately \$350,000. These funds need to be made available under the Reserve Policy. Staff recommends utilizing the remaining \$350,000 uncommitted in the Production component of the Reserve Policy approved in October 2021. This action will exhaust the Production component until new funds are identified.

In the past, staff has proposed a 30-year, zero interest loan from the Housing Authority to be paid back through residual receipts from the property and recorded against the property for collateral. Additionally, where appropriate, a Housing Authority regulatory agreement restricting the property to households at or below 80% AMI will be recorded. Once purchased, staff can apply for CDBG Rehabilitation funds to complete physical repairs to the property, as needed, for habitability as affordable housing or community services.

Note, the properties could ultimately be owned by either AHA or AAHC. Rental properties that are owned by AAHC can more easily host residents using Housing Choice Voucher, but a property that is used for other purposes can receive a property tax exemption more easily if it is owned by the Housing Authority.

CEQA

N/A

RECOMMENDATION

Approve Chapter 8 Property Acquisitions (70-153-31, 73-420-32) and Authorize the Executive Director, or her Designee, to Negotiate and Execute Purchase Documents.

ATTACHMENTS

1. Attach 1 Summary of Tax Defaulted properties

Respectfully submitted,

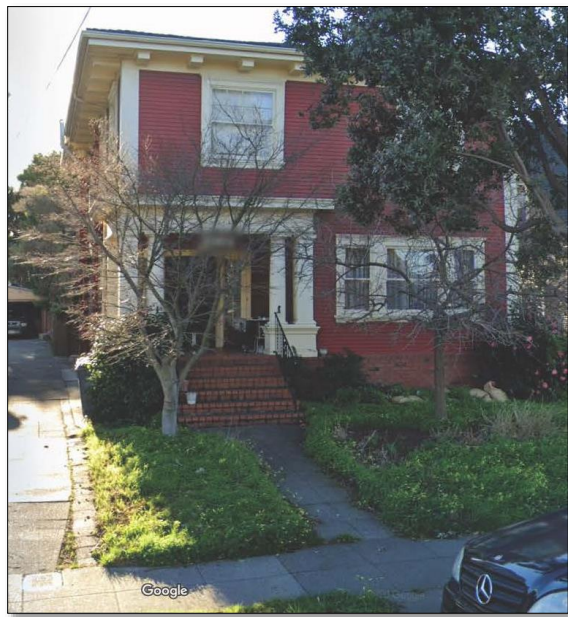
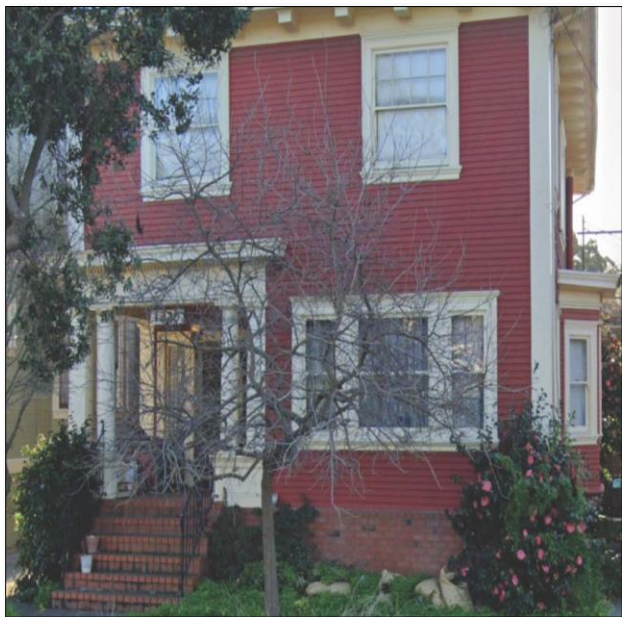
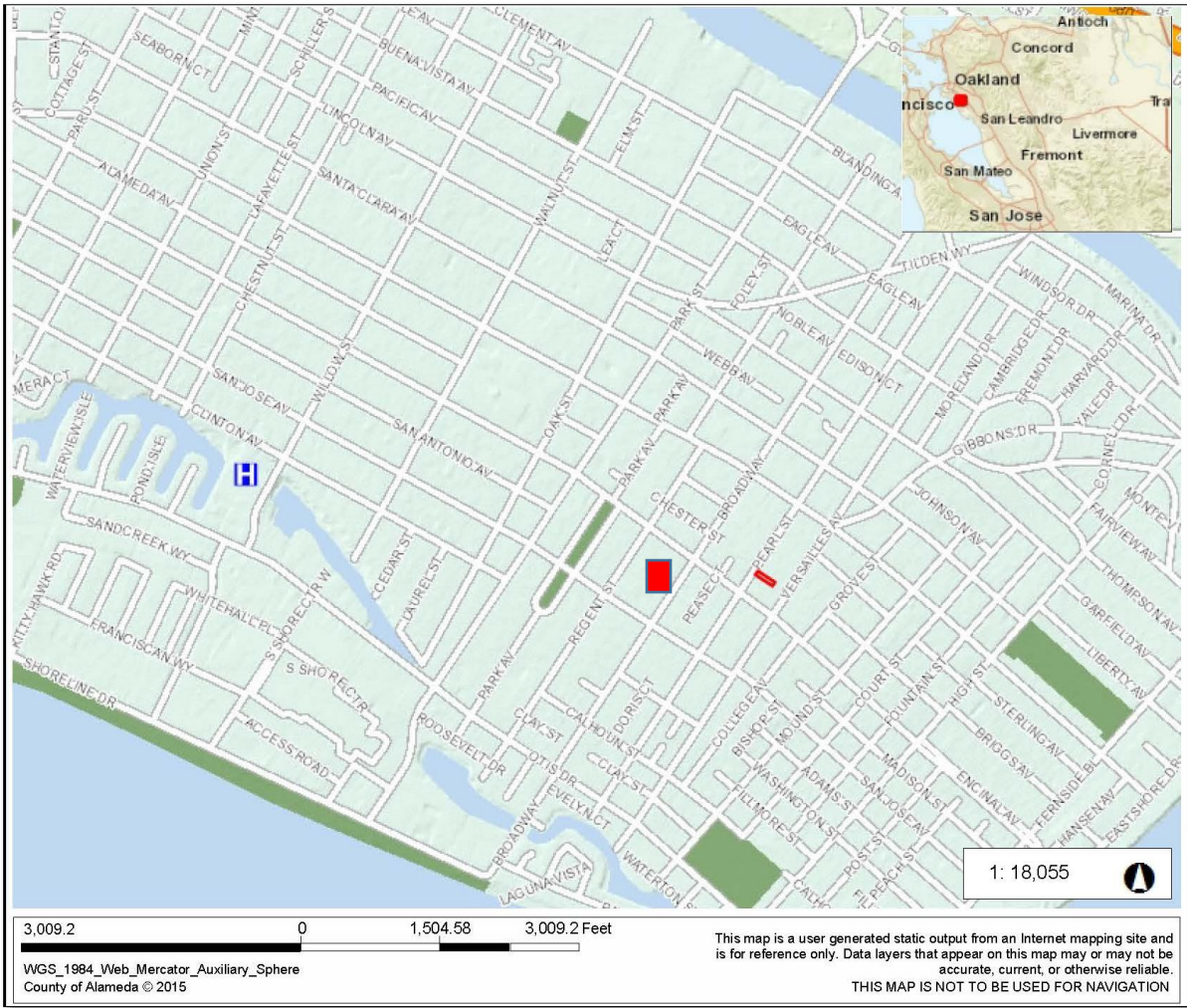


Sylvia Martinez, Director of Housing Development

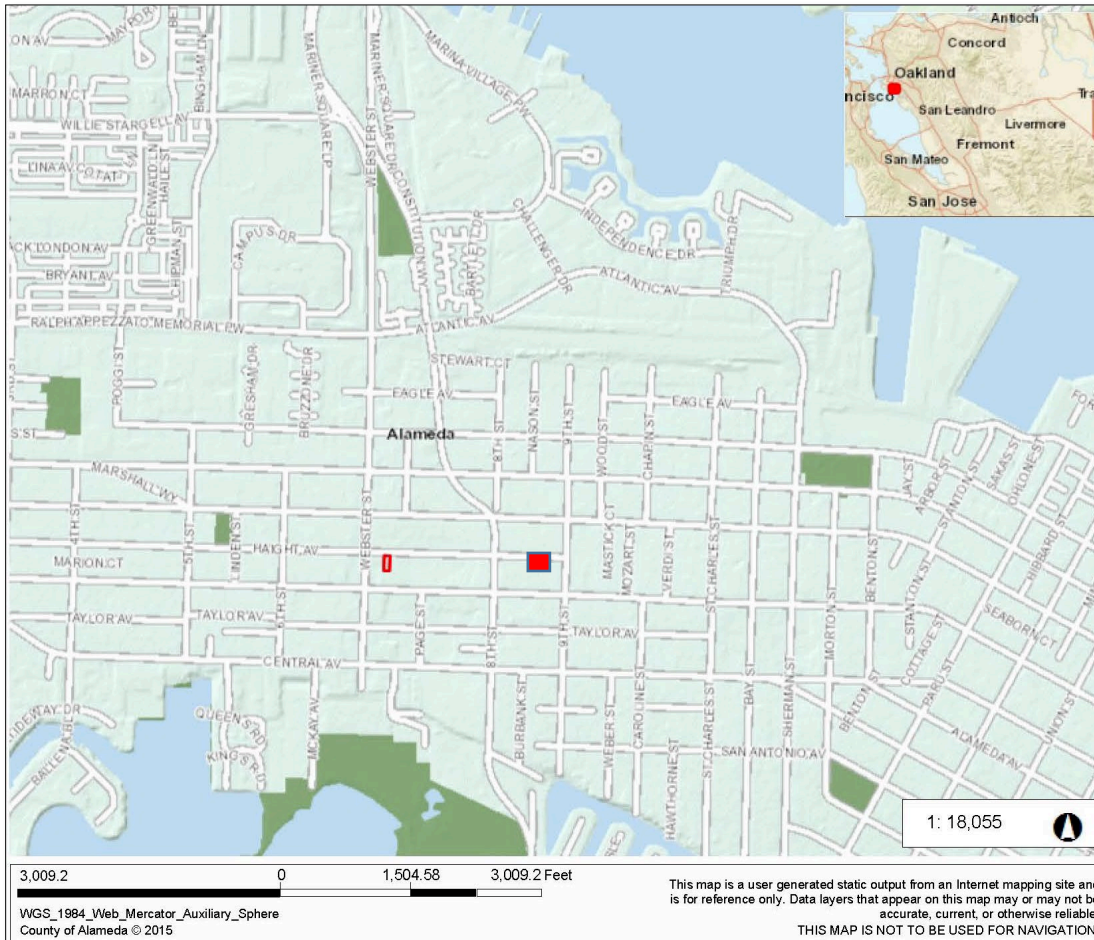
Attach 1 Summary of Tax Defaulted properties - 2022

Tax default properties - 2022						
Address	Tax default/ Acquisition Price (est. 2x taxes)	Assessed value	Year Built/ Last Transfer	Historic	Land Area	Bldg area
1320 Pearl Street 70-153-31	\$22,974/\$45,000	\$105,099	1900/2004	Yes	.15 ac	2423 sf
710 Haight Street 73-420-32	\$147,114/\$294,228	\$883,694	1968/2006	Yes	.15 ac	5186 sf

1320 PEARL ST ALAMEDA CA 94501



710 Haight Ave, Alameda, Ca 94501





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Vanessa Cooper, Executive Director

Prepared By: Vanessa Cooper, Executive Director

Date: May 18, 2022

Re: Rescind and Reratify Items from the March 16, 2022 Meeting as set out below:

- 9.A - Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on February 16, 2022.
- 9.B - Approve to Write-off of Uncollectible Accounts Receivable from Former Tenants.
- 10.A - Accept the Audit Report for Fiscal Year Ending June 30, 2021 and Authorize the Executive Director to Approve and Finalize with Minor Changes.

4.E.

BACKGROUND

Items approved by the Board in the period November 2021 to April 2022 are being brought back to the Board and will be rescinded and reratified to meet HUD requirements.

DISCUSSION

FISCAL IMPACT

CEQA

RECOMMENDATION

ATTACHMENTS

1. 9.A Attachment



2. 9.B Attachment
3. 10.A Attachment

Respectfully submitted,



Vanessa Cooper, Executive Director



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

701 Atlantic Avenue • Alameda, California 94501-2161

**DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY, FEBRUARY 16, 2022**

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Tamaoki, Director Hadid,
Director Mun, and Director Sidelnikov

Absent: Director Rickard

2. DIRECTOR RECUSALS

Director Mun recused herself from items 4.A and 5.C. Ms. Mun left the meeting for these items.

3. Public Comment (Non-Agenda)

None.

4. Closed Session - 7:02 p.m. - Adjournment to Closed Session to Consider:

Director Grob called the meeting to order at approximately 8:56 p.m. and announced that the Board would adjourn to Closed Session to discuss item 4.A.

4.A. Pursuant to Government Code Section 54956.9(a)
Conference with Legal counsel re existing litigation: Housing Authority of the City of Alameda v. Johnson, Alameda County Superior Court No. RG18933615

Director Grob adjourned Closed Session at 8:58 p.m. and announced that the Board discussed item 4.A.



5. CONSENT CALENDER

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

- *5.A. Approve Minutes of the Alameda Affordable Housing Corporation Meetings held on January 12, 2022 and January 19, 2022.
- *5.B. Approve Chapter 8 Property Acquisitions (70-153-31, 73-420-32) and Authorize the Executive Director, or her Designee, to Negotiate and Execute Purchase Documents.
- *5.C. Accept the AHA/ AAHC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of December 2021.

Item accepted or adopted is indicated by an asterisk.

Due to his absence of the January 12, 2022 Special Board of Directors Meeting and January 19, 2022 Regular Board of Directors Meeting, Director Hadid abstained from voting on item 5.A.

Due to the abstention of Director Hadid, Director Grob called item 5.A first.

Director Tamaoki moved to approve the Consent Calendar item and Director Sidelnikov seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	4	Director Grob, Director Tamaoki, Director Mun and Director Sidelnikov
Abstention	1	Commissioner Hadid

Director Grob called item 5.B.

Director Tamaoki moved to approve the Consent Calendar item and Director Sidelnikov seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	5	Director Grob, Director Tamaoki, Director Hadid, Director Mun, and Director Sidelnikov
-----	---	--

Director Grob called item 5.C.

Director Tamaoki moved to approve the Consent Calendar item and Director Sidelnikov seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	4	Director Grob, Director Tamaoki, Director Hadid and Director Sidelnikov
Recusal	1	Commissioner Mun



6. AGENDA

- 6.A. Adopt Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

Director Sidelnikov moved to adopt the Resolution of the Board of Directors of the Alameda Affordable Housing Corporation Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Directors Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361, and Director Tamaoki seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 4 Director Grob, Director Tamaoki, Director Hadid,
and Director Sidelnikov

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

None.

8. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Vanessa Cooper, Executive Director stated that due to a misunderstanding the Alameda Family Services presentation will take place during the March meeting.

9. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

None.

10. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at 9:03 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, President
Board of Directors





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Stephanie Shipe, Director of Portfolio Management

Prepared By: Stephanie Shipe, Director of Portfolio Management

Date: March 16, 2022

Re: Approve to Write-off of Uncollectible Accounts Receivable from Former Tenants
9.B.

BACKGROUND

Periodically, the Housing Authority or its affiliate, Alameda Affordable Housing Corporation, writes-off uncollectible rent and miscellaneous charges from its books. The term "write-off" indicates a procedure where past due amounts from tenants, who are no longer residents in a Housing Authority community, are removed from the Housing Authority's books after the usual means of collection have been exhausted. For budget purposes, this write-off appears as an expense. This procedure does not preclude the Alameda Affordable Housing Corporation from continuing to pursue collection through a collection agency. Future collection of amounts previously written-off will reduce future expenses.

DISCUSSION

This request is to write-off accounts receivable for tenant(s) who have vacated and have outstanding balances due to the Alameda Affordable Housing Corporation. A final notice will be sent to the respective tenant(s) before the outstanding balance is written off. The total amount to be written off is \$11,659.64. This amount is a combination of past rents due, damages, and miscellaneous maintenance charges.

FISCAL IMPACT

This tenant account write-off will result in an expense to the Alameda Affordable Housing Corporation of \$11,659.64 in the fiscal year ending June 30, 2022 and will be presented in the audited financial statement.

CEQA

N/A



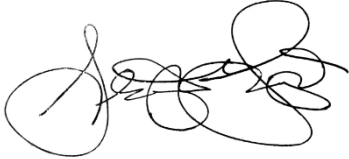
RECOMMENDATION

Staff recommends approval to write-off the attached tenant accounts receivable totaling \$11,659.64 after one final notice is sent to the respective tenant(s).

ATTACHMENTS

1. Write Off Report 03-2022

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Stephanie Shipe', with a large, stylized initial 'S'.

Stephanie Shipe, Director of Portfolio Management

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
 ANNUAL WRITE OFFS - PAST TENANTS
 For Fiscal Year End 6/30/22**

Property	Rent/Damages /Maint Charges	Total
Independence Plaza Apartments (affind)	\$ 11,659.64	\$ 11,659.64
Grand Total	<u>\$ 11,659.64</u>	<u>\$ 11,659.64</u>



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Board of Directors

From: Louie

Prepared By: Louie So, Director of Finance

Date: March 16, 2022

Re: Accept the Audit Report for Fiscal Year Ending June 30, 2021 and Authorize the Executive Director to Approve and Finalize with Minor Changes.
10.A.

BACKGROUND

The financial statements of the Housing Authority of the City of Alameda for the fiscal year ending June 30, 2020 were prepared in the format prescribed by the requirements of Government Accounting Standards Board Statement 34 (GASB 34). Alameda Affordable Housing Corporation (AAHC), is a blended component unit with the Housing Authority of the City of Alameda and is not presented separately in audited financial statements. The condensed financial information for AAHC is presented in Note 16 of the attached draft audited financial statements. The Other Post Employee Benefits (OPEB) Trust is presented separately. These draft audited financial statements also incorporates the audited financial statements for AAHC's development affiliate Island City Development (ICD), which is presented as a discrete component unit. The audit report and related schedules are typically due to HUD by March 31st each year, 9 months after the end of the prior fiscal year. The public accounting firm Novogradac & 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, 2021. The draft audited financial statements and the list of adjusting journal entries are attached. The Executive Director will approve and finalize minor changes to the audit once the Board of Directors provide their acceptance of the audited financial statements. Once finalized, the audited financial statements will be posted on the agency's website and submitted to HUD and other stakeholders.

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, 2021 are in conformity with US Generally Accepted Accounting Principles (US GAAP). The audit report and financial statements include the Financial Data Schedule (FDS) as a



supplemental schedule. Once the audited financial statements are approved by the Board and finalized by Novogradac & Company LLP, the FDS report is expected to be electronically submitted to HUD by the March 31, 2022 deadline.

From the Fiscal Year 2017 through Fiscal year 2019 audited financial statements, the auditors have reported that the Housing Authority has had a material weakness in its financial reporting. A material weakness is defined as a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. For the Fiscal Year 2020, the auditors have reported an improvement in financial reporting which is less severe than a material weakness as the deficiency is unlikely to have a material impact on the financial statements. However, this deficiency does merit attention to the Board of Directors for oversight of the agency's financial reporting. The deficiency finding is primarily driven by journal entries provided by both Finance staff and audit staff to conform the financial statements to accounting standards. For Fiscal Year 2021, the draft audit report as presented by Novogradac & Company LLP showcases that these findings have been cleared.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Accept the Financial Audit Report for Fiscal Year Ending June 30, 2021 and Authorize the Executive Director to Approve and Finalize with Minor Changes

ATTACHMENTS

1. 01 Alameda Housing Authority - FY21 Revised Audit Draft 3-9-22
2. 02 Mapped Trial Balance Audit Draft
3. 03 Adjusting Entries Draft
4. 04 Reclass Entries Draft

Respectfully submitted,



Louie



HOUSING AUTHORITY OF THE CITY OF ALAMEDA

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

JUNE 30, 2021

**WITH
REPORT OF INDEPENDENT AUDITORS**

AUDIT DRAFT

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
TABLE OF CONTENTS
JUNE 30, 2021**

<u>Contents</u>	<u>Page</u>
Report of Independent Auditors	1-3
Management's Discussion and Analysis	4-10
Financial Statements:	
Statement of Net Position	11-12
Statement of Revenues, Expenses and Changes in Net Position	13
Statement of Cash Flows	14-15
Notes to Financial Statements	16-49
Independent Auditors' 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>	50-51
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	52-53
Supplementary Information:	
Schedule of Expenditures of Federal Awards	54
Notes to Schedule of Expenditures of Federal Awards	55
Schedule of Findings and Questioned Costs	56-57
Required Pension Information	58
Required Other Post Employment Benefit Information	59-60
Financial Data Schedule	61-65

AUDIT DRAFT

REPORT OF INDEPENDENT AUDITORS

To the Board of Commissioners of the
Housing Authority of the City of Alameda:

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities (primary government), the aggregate discretely presented component unit and fiduciary fund of the Housing Authority of the City of Alameda (the "Authority") as of and for the year ended June 30, 2021, and the related notes to the financial statements, which 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We did not audit the financial statements of the discretely presented component unit. Those statements, which were prepared in accordance with the accounting standards issued by the Financial Accounting Standards Board, were audited by other auditors whose reports have been furnished to us. We have applied audit procedures on the conversion adjustments to the financial statements to present them in accordance with accounting standards issued by the Governmental Accounting Standards Board. Our opinion, insofar as it relates to the amounts included for the aforementioned entity, prior to these conversion adjustments, is based solely on the report of the other auditors. We did not audit the financial statements of the Other Postemployment Benefit 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 the aforementioned entity, 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 auditors' 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 auditors consider 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 opinion.

Opinion

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 net position of the primary government, the aggregate discretely presented component unit and fiduciary fund of the Authority, as of June 30, 2021, and the changes in their net position and, where applicable, their cash flows, 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, required pension information and other postemployment benefit information 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 an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The schedule of expenditures of federal awards is presented for purpose of additional analysis by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and is not a required part of the basic financial statements. The accompanying financial data schedule is also not a required part of the financial statements and is presented for the purposes of additional analysis as required by the U.S. Department of Housing and Urban Development.

The schedule of expenditures of federal awards and the financial data schedule are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and financial data schedule 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 TBD 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.

TBD
Toms River, New Jersey

AUDIT DRAFT

MANAGEMENT'S DISCUSSION AND ANALYSIS

AUDIT DRAFT

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) FOR
THE YEAR ENDED JUNE 30, 2021**

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, 2021. 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 2021 resulting in a net position of \$117,076,375 at June 30, 2021, as opposed to \$107,445,875 at June 30, 2020.
- Total assets and deferred outflows of resources at June 30, 2021, were \$163,335,052. Of this, \$33,506,313 represents current assets, \$128,214,504 represents noncurrent assets, and \$1,614,235 represents deferred outflows of resources. Total assets and deferred outflows of resources at June 30, 2020, were \$142,914,855.
- Capital assets, net of accumulated depreciation at June 30, 2021, decreased by \$1,592,275 from \$76,882,077 at June 30, 2020, to \$75,289,802 at June 30, 2021. Capital assets are reflected at cost, less accumulated depreciation for all purchased capital assets.
- Total liabilities and deferred inflows of resources at June 30, 2021, were \$46,258,677. Of this, \$8,783,953 represents current liabilities, \$35,685,147 represents noncurrent liabilities, and \$1,789,577 represents deferred inflows of resources. Net position increased from \$107,445,875 at June 30, 2020, to \$117,076,375 at June 30, 2021, an increase of \$9,630,500.
- Total operating and non-operating revenues for the Authority for fiscal year 2021 were \$48,082,776 versus \$42,846,677 for fiscal year 2020; an increase of \$5,236,009. The primary sources of revenue for 2021 were governmental grants including Section 8 Housing Choice Vouchers Program (Section 8) Housing Assistance Payment ("HAP"), Coronavirus Aid, Relief and Economic Security Act ("CARES Act") Grants, City of Alameda grants, Alameda Unified School District grants, and tenant rents collected from the Authority's owned units. For fiscal year 2021 and 2020, please note that \$8,197,594 and \$7,580,220, respectively, 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 2021 were \$41,821,758 versus \$40,246,670 for fiscal year 2020; an increase of \$1,575,088. The major program expenditure, as reflected on the statement of revenues, expenses, and changes in net position, was for HAP. There were \$25,944,368 of HAP expenses for fiscal year 2021 versus \$24,298,568 in fiscal year 2020. For fiscal year 2021 and 2020, please note that \$8,197,594 and \$7,580,220, respectively 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.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) FOR
THE YEAR ENDED JUNE 30, 2021**

Financial Highlights (continued)

- Operating revenues for the Authority for fiscal year 2021 were \$47,845,491 and operating expenses were \$40,829,873, respectively. Operating revenues and expenses for fiscal year 2020 were \$42,272,232 and \$39,140,756, 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.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) FOR
THE YEAR ENDED JUNE 30, 2021**

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. As a non-profit corporation, Island City Development is required to file an informational tax return.

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. As a non-profit corporation, AAHC is required to file informational tax returns.

These aforementioned reports may be obtained at the Authority's administrative offices located at 701 Atlantic Avenue, Alameda, California or on our website at www.alamedahsg.org.

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. The OPEB Trust Fund audited financial statements may be obtain from CalPERS's administrative offices located at 400 Q Street, Sacramento, California.

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, 2021. 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, 2021**

Comparative Statements of Net Position

The following table reflects the statement of net position at June 30, 2021, compared to the prior fiscal year. The Authority is engaged only in business-type activities.

Comparative Statements of Net Position

Primary Government Only

June 30, 2021 and 2020

	June 30, 2021	June 30, 2020	\$ Variance	% Variance
Current Assets	33,506,313	32,249,801	1,256,512	4%
Other noncurrent assets	52,924,702	31,401,911	21,522,791	69%
Capital assets, net of accumulated depreciation	75,289,802	76,882,077	(1,592,275)	-2%
Total Assets	161,720,817	140,533,789	21,187,028	15%
Deferred outflow of resources	1,614,235	2,381,066	(766,831)	-32%
Total Assets and Deferred Outflows of Resources	<u>163,335,052</u>	<u>142,914,855</u>	20,420,197	14%
Current liabilities	8,783,953	4,254,488	4,529,465	106%
Noncurrent liabilities	35,685,147	29,612,920	6,072,227	21%
Total liabilities	44,469,100	33,867,408	10,601,692	31%
Deferred inflow of resources	1,789,577	1,601,572	188,005	12%
Net investment in capital assets	52,296,105	52,213,847	82,258	0%
Restricted	1,597,212	1,232,330	364,882	30%
Unrestricted	<u>63,183,058</u>	<u>53,999,698</u>	9,183,360	17%
Total Net Position	117,076,375	107,445,875	9,630,500	9%

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) FOR
THE YEAR ENDED JUNE 30, 2021**

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, 2021, compared to the prior fiscal year.

**Comparative Statements of Revenues, Expenses, and Changes in Net Position
Primary Government Only
Years Ended June 30, 2021 and 2020**

	June 30, 2021	June 30, 2020	\$ Variance	% Variance
Operating Revenues				
Grants	42,925,875	38,028,840	4,897,035	13%
Rents	3,989,823	3,784,594	205,229	5%
Other revenues	929,793	458,798	470,995	103%
Non-Operating Revenues				
Interest Income	163,535	433,945	(270,410)	-62%
Gain on insurance proceeds	73,750	140,500	(66,750)	-48%
Total Revenues	<u>48,082,776</u>	<u>42,846,677</u>	5,236,099	12%
Operating Expenses				
Administrative	8,685,681	7,921,167	764,514	10%
Utilities	838,948	1,195,788	(356,840)	-30%
Maintenance	2,094,670	2,386,291	(291,621)	-12%
Protective Services	325,311	291,941	33,370	11%
General	643,825	619,812	24,013	4%
Tenant Services	616,228	641,831	(25,603)	-4%
Housing Assistance Payments	25,944,368	24,298,568	1,645,800	7%
Depreciation	1,680,842	1,785,358	(104,516)	-6%
Non-operating expenses:				
Interest Expense	991,885	1,105,914	(114,029)	-10%
Total Expenses	<u>41,821,758</u>	<u>40,246,670</u>	1,575,088	4%
Change in net position	<u>6,261,018</u>	<u>2,600,007</u>	3,661,011	141%
Special Item and Transfers in				
Operating transfers to (from) discretely presented component unit	3,860,098	-	3,860,098	100%
Loss on sale of fixed assets	(490,616)	-	(490,616)	100%
Net position, beginning	<u>107,445,875</u>	<u>104,845,868</u>	2,600,007	2%
Net position, ending	117,076,375	107,445,875	9,630,500	9%

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) FOR
THE YEAR ENDED JUNE 30, 2021**

Comparative Statements of Revenues, Expenses, and Changes in Net Position (continued)

As noted previously HAP received from HUD as income by the Authority and paid to Authority-owned properties are eliminated from financial statement presentation, with a net zero effect on Net Position.

Please note the operating transfer to discretely presented component unit and the loss on sale is related to the transfer of Rosefield Village from the Authority to an affiliate of Island City Development, Constitution & Eagle, Limited Partnership.

Sewer pass-through charges have been reclassified from Utilities Expense to Administrative Expenses.

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, 2021, increased by \$9,630,500 from June 30, 2020.

Changes in Capital Assets

The following presents the changes in fixed assets (net of accumulated depreciation) at June 30, 2021, versus the prior fiscal year ended June 30, 2020.

	June 30, 2021	June 30, 2020	\$ Variance	% Variance
Land	58,219,779	58,219,779	-	0%
Construction in progress	524,761	103,890	420,871	405%
Buildings and improvements	47,127,590	48,248,833	(1,121,243)	-2%
Equipment	425,015	477,444	(52,429)	-11%
Total capital assets	<u>106,297,145</u>	<u>107,049,946</u>	(752,801)	-1%
less: Accumulated Depreciation	<u>(31,007,343)</u>	<u>(30,167,86)</u>	(839,474)	3%
Capital Assets, net of Accumulated Depreciation	75,289,802	76,882,077	(1,592,275)	-2%

Additional information pertaining to capital assets is found in Note 4 to the financial statements. Please note the reduction in buildings and improvements is related to the transfer of Rosefield Village from the Housing Authority of the City of Alameda to an affiliate of Island City Development, Constitution & Eagle, Limited Partnership.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) FOR
THE YEAR ENDED JUNE 30, 2021**

Changes in Long-Term Debt

The following presents the changes in long-term debt at June 30, 2021, versus the prior fiscal year.

Changes in Long-Term Debt Primary Government Only June 30, 2021 and 2020				
	June 30, 2021	June 30, 2020	\$ Variance	% Variance
Notes and bonds payable	22,993,697	24,668,230	(1,674,533)	-7%

Additional information pertaining to long-term debt is found in Note 8 to the financial statements.

Unfunded Pension Liability

In 2016, \$1,000,000 was made to CalPERS for retirement costs associated with the Authority's pension liability. In May 2020, the Board of Commissioners approved an additional discretionary payment of \$1,000,000 to prefund pension liabilities by June 30, 2020 and directed the Authority's staff to fund the balance of the unfunded pension liability through the soft-fresh start payment mechanism. This mechanism will allow the Authority to pace the contribution based on its ability. If the unfunded pension liability is within 90%-110% of funding level, no action will be taken. If the unfunded pension liability is below 90% or above the 110% of funding level, the Authority will escalate to the Board of Commissioners on whether there is any necessary course of action.

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 Section 8 Housing Choice Vouchers 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 Section 8 Housing Choice Vouchers Program. Therefore, for any given fiscal year the Authority's revenues for the Section 8 Housing Choice Vouchers Program may be more or less than the expenses for the program. For the fiscal year ended June 30, 2021, the Authority's expenses associated with the Section 8 Housing Choice Vouchers Program exceeded its revenues by \$610,774. For the 2020 fiscal year, the Authority's expenses for the Section 8 Housing Choice Vouchers Program exceeded its revenues by \$893,997. These excesses of expenses over revenues were funded by a reduction in the Authority's net position for the Section 8 Housing Choice Vouchers Program.

On March 11, 2020, the World Health Organization declared the outbreak of a strain of novel coronavirus a pandemic. As a result, economic uncertainties have arisen which may negatively impact operations. Since that time, HUD provided additional funding pursuant to the Coronavirus Aid, Relief and Economic Security Act.

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 Director of Finance at the Housing Authority of the City of Alameda, 701 Atlantic Avenue, Alameda, California 94501.

FINANCIAL STATEMENTS

AUDIT DRAFT

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
STATEMENT OF NET POSITION
AS OF JUNE 30, 2021

ASSETS				
	Primary Government	Discretely Presented Component Unit	Fiduciary Fund	Total Reporting Entity (Memorandum Only)
Current assets:				
Cash and cash equivalents	\$ 30,680,818	\$ 2,980,664	\$ -	\$ 33,661,482
Tenant security deposits	470,764	45,774	-	516,538
Accounts receivable, net	2,021,251	70,367	-	2,091,618
Prepaid expenses	<u>333,480</u>	<u>32,102</u>	-	<u>365,582</u>
Total current assets	<u>33,506,313</u>	<u>3,128,907</u>	-	<u>36,635,220</u>
Non-current assets:				
Restricted cash	1,833,657	352,730	-	2,186,387
Investments	-	-	1,576,348	1,576,348
Notes receivable	50,750,678	-	-	50,750,678
Accrued interest on notes receivable	9,507	-	-	9,507
Capital assets, net	75,289,802	33,725,947	-	109,015,749
Other assets	<u>330,860</u>	<u>19,185,657</u>	-	<u>19,516,517</u>
Total non-current assets	<u>128,214,504</u>	<u>53,264,334</u>	<u>1,576,348</u>	<u>183,055,186</u>
Total assets	<u>161,720,817</u>	<u>56,393,241</u>	<u>1,576,348</u>	<u>219,690,406</u>
DEFERRED OUTFLOWS OF RESOURCES				
Pension plan	1,524,124	-	-	1,524,124
OPEB Plan	<u>90,111</u>	-	-	<u>90,111</u>
Total deferred outflows of resources	<u>1,614,235</u>	-	-	<u>1,614,235</u>
Total assets and deferred outflows of resources	<u>\$ 163,335,052</u>	<u>\$ 56,393,241</u>	<u>\$ 1,576,348</u>	<u>\$ 221,304,641</u>

AUDIT DRAFT

See accompanying notes to financial statements.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
STATEMENT OF NET POSITION (continued)
AS OF JUNE 30, 2021

LIABILITIES				
	Primary Government	Discretely Presented Component Unit	Fiduciary Fund	Total Reporting Entity (Memorandum Only)
Current liabilities:				
Accounts payable	\$ 595,946	\$ 56,611	\$ -	\$ 652,557
Accounts payable - other government	33,697	-	-	33,697
Accrued expenses	175,754	-	-	175,754
Accrued compensated absences, current	179,870	-	-	179,870
Tenant security deposits	439,323	44,734	-	484,057
Accrued interest payable	1,133,222	1,278,154	-	2,411,376
Current portion of bonds and notes payable	5,505,109	-	-	5,505,109
Unearned revenue	329,393	15,627	-	345,020
Other current liabilities	391,639	306,900	-	698,539
Total current liabilities	8,783,953	1,702,026	-	10,485,979
Non-current liabilities:				
Accrued compensated absences, net of current portion	101,603	-	-	101,603
Long-term portion of bonds and notes payable	17,488,588	42,170,253	-	59,658,841
Accrued pension	1,884,641	-	-	1,884,641
Prepaid ground lease	16,210,315	-	-	16,210,315
Other non-current liabilities	-	1,618,236	-	1,618,236
Total non-current liabilities	35,685,147	43,788,489	-	79,473,636
Total liabilities	44,469,100	45,490,515	-	89,959,615
DEFERRED INFLOWS OF RESOURCES				
Pension plan	619,054	-	-	619,054
OPEB plan	1,170,523	-	-	1,170,523
Total deferred inflows of resources	1,789,577	-	-	1,789,577
NET POSITION				
Net position:				
Net investment in capital assets	52,296,105	(8,444,306)	-	43,851,799
Restricted	1,597,212	352,730	-	1,949,942
Unrestricted	63,183,058	18,994,302	1,576,348	83,753,708
Total net position	\$ 117,076,375	\$ 10,902,726	\$ 1,576,348	\$ 129,555,449

See accompanying notes to financial statements.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2021

	Primary Government	Discretely Presented Component Unit	Fiduciary Fund	Total Reporting Entity (Memorandum Only)
Operating revenues:				
Tenant revenue	\$ 3,989,823	\$ 1,170,690	\$ -	\$ 5,160,513
HUD operating grants	35,790,302	-	-	35,790,302
Other government grants	7,135,573	-	-	7,135,573
Other revenues	<u>929,793</u>	<u>17,650</u>	<u>-</u>	<u>947,443</u>
Total operating revenues	<u>47,845,491</u>	<u>1,188,340</u>	<u>-</u>	<u>49,033,831</u>
Operating expenses:				
Administrative	8,685,681	365,447	468	9,051,596
Asset management fee	-	10,610	-	10,610
Tenant services	616,228	-	-	616,228
Utilities	838,948	43,227	-	882,175
Ordinary repairs and maintenance	2,094,670	120,216	-	2,214,886
Protective services	325,311	-	-	325,311
Insurance	319,507	40,494	-	360,001
General	324,318	151,781	-	476,099
Housing assistance payments	25,944,368	-	-	25,944,368
Depreciation	<u>1,680,842</u>	<u>854,662</u>	<u>-</u>	<u>2,535,504</u>
Total operating expenses	<u>40,829,873</u>	<u>1,586,437</u>	<u>468</u>	<u>42,416,778</u>
Operating income (loss)	<u>7,015,618</u>	<u>(398,097)</u>	<u>(468)</u>	<u>6,617,053</u>
Non-operating revenues (expenses):				
Investment income	163,535	-	340,154	503,689
Interest expense	(991,885)	(654,507)	-	(1,646,392)
Loss on sale of fixed assets	<u>(490,616)</u>	<u>-</u>	<u>-</u>	<u>(490,616)</u>
Net non-operating revenues (expenses)	<u>(1,318,966)</u>	<u>(654,507)</u>	<u>340,154</u>	<u>(1,633,319)</u>
Income (loss) before special items and transfers	5,696,652	(1,052,604)	339,686	4,983,734
Special items and transfers in	73,750	1,945,532	-	2,019,282
Operating transfers to (from) discretely presented component unit	<u>3,860,098</u>	<u>(3,860,098)</u>	<u>-</u>	<u>-</u>
Change in net position	9,630,500	(2,967,170)	339,686	7,003,016
Net position, beginning of year	<u>107,445,875</u>	<u>13,869,896</u>	<u>1,236,662</u>	<u>122,552,433</u>
Net position, end of year	<u>\$ 117,076,375</u>	<u>\$ 10,902,726</u>	<u>\$ 1,576,348</u>	<u>\$ 129,555,449</u>

See accompanying notes to financial statements.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2021**

	Primary Government
Cash Flows from Operating Activities:	
Cash received from tenants and other	\$ 6,994,344
Cash received from grantors	44,865,125
Cash paid to suppliers and vendors	(37,027,388)
Cash paid to employees	<u>(5,716,083)</u>
Net cash provided by operating activities	<u>9,115,998</u>
Cash Flows from Capital and Related Financing Activities:	
Purchase of capital assets	(915,976)
Principal payments on long term debt	(1,674,533)
Interest paid on long term debt	(933,868)
Proceeds on sale of assets held for sale	<u>336,793</u>
Net cash used in capital and related financing activities	<u>(3,187,584)</u>
Cash Flows from Investing Activities:	
Issuance of notes receivable	(4,874,542)
Proceeds from repayment of notes receivable	2,318,363
Repayments from affiliate	73,750
Interest received on investments	<u>201,710</u>
Net cash used in investing activities	<u>(2,280,719)</u>
Net increase in cash, cash equivalents, and restricted cash	3,647,695
Cash, cash equivalents and restricted cash, beginning of year	<u>29,337,544</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 32,985,239</u>
Reconciliation of cash, cash equivalents and restricted cash to the Statement of Net Position is as follows:	
Cash and cash equivalents	\$ 30,680,818
Tenant security deposits	470,764
Restricted cash	<u>1,833,657</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 32,985,239</u>

See accompanying notes to financial statements.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
STATEMENT OF CASH FLOWS (continued)
FOR THE YEAR ENDED JUNE 30, 2021**

	<u>Primary Government</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ 7,015,618
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,680,842
Bad debts	45,983
Changes in assets, deferred outflows of resources, liabilities, and deferred inflows of resources	
Accounts receivable, net	567,904
Prepaid expenses	(104,043)
Other assets	(153,350)
Deferred outflows of resources	766,831
Accounts payable	(222,239)
Accrued compensated absences	(46,906)
Accrued expenses	175,754
Tenant security deposits	(142,176)
Unearned revenue	3,371,875
Other current liabilities	(66,895)
Accrued pension liability	(570,084)
Deferred inflows of resources	188,005
Other non-current liabilities	<u>(3,391,121)</u>
Net cash provided by operating activities	\$ <u>9,115,998</u>
Schedule of Non-cash Investing and Capital Related Financing Activities:	
Financed prepaid ground lease	\$ <u>13,110,000</u>
Assumption of debt	\$ <u>633,912</u>
Take back of sellers notes receivable	\$ <u>3,466,088</u>

See accompanying notes to financial statements.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization

The Housing Authority of the City of Alameda (the "Authority") is a governmental, public corporation created 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 Authority. The Board of Commissioners are selected to serve for either two-year or four-year terms. The Authority is responsible for operating certain safe, decent, sanitary, and affordable low-rent housing programs in the City under programs administered by the U.S. Department of Housing and Urban Development ("HUD"). These programs provide housing for eligible families under the United States Housing Act of 1937, as amended.

B. Basis of Accounting / Financial Statements Presentation

The Authority's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations).

The programs of the Authority are organized as separate accounting entities. Each program is accounted for by a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position (program equity), revenues, and expenses. The individual programs account for the governmental resources allocated to them for the purpose of carrying on specific programs in accordance with laws, regulations, or other restrictions, including those imposed by HUD. The programs of the Authority are combined and considered an enterprise fund. An enterprise fund is used to account for activities that are operated in a manner similar to those found in the private sector.

The Authority's enterprise fund is accounted for using the economic resources measurement focus and the accrual basis of accounting. Revenues, expenses, gains, and losses from assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

The Authority's financial statements are prepared in accordance with GASB 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, as amended ("GASB 34"). GASB 34 requires the basic financial statements to be prepared using the economic resources measurement focus and the accrual basis of accounting and requires the presentation of a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position and Statement of Cash Flows. GASB 34 also requires the Authority to include Management's Discussion and Analysis as part of the Required Supplementary Information.

The Authority's primary source of non-exchange revenue relates to grants and subsidies. In accordance with GASB 33, *Accounting and Financial Reporting for Non-exchange Transactions* ("GASB 33"), grant and subsidy revenue are recognized at the time eligible program expenditures occur and/or the Authority has complied with the grant and subsidy requirements.

On January 30, 2008, HUD issued PIH Notice 2008-9 which requires that unused housing assistance payments ("HAP") under proprietary fund reporting should be reported as restricted net position, with the associated cash and investments also being reported as restricted. Any unused administrative fees should be reported as unrestricted net position, with the associated assets being reported on the financial data schedule as unrestricted.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Accounting / Financial Statements Presentation (continued)

Both administrative fee and HAP revenue continue to be recognized under the guidelines set forth in GASB 33. Accordingly, both the time and purpose restrictions as defined by GASB 33 are met when these funds are available and measurable, not when these funds are expended. The Section 8 Housing Choice Vouchers program is no longer a cost reimbursement grant; therefore, the Authority recognizes unspent administrative fee and HAP revenue in the reporting period as revenue for financial statement reporting.

In accordance with 2 CFR 200.305(b)(9), any investment income earned up to \$500 on these funds may be retained by the Authority. Amounts in excess of \$500 must be remitted annually to the Department of Health and Human Services, Payment Management System.

Measurement Focus and Basis of Accounting

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with proprietary funds' principal ongoing operations. The principal operating revenues of the Authority's funds are rent and maintenance charges to residents, operating grants and subsidies from HUD, and administration fees earned.

Operating expenses for proprietary funds include the administrative costs of providing services to residents and the housing assistance payments to residents. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

C. Reporting Entity

In accordance with GASB 61, *The Financial Reporting Entity Omnibus - An Amendment of GASB Statements No. 14 and No. 34*, the Authority's financial statements include those of the Authority and any component units. Component units are legally separate organizations whose majority of officials are appointed by the primary government or the organization is fiscally dependent on the primary government and there is a potential for those organizations either to provide specific financial benefits to, or impose specific financial burdens on, the primary government. An organization has a financial benefit or burden relationship with the primary government if any one of the following conditions exist:

1. The primary government (Authority) is legally entitled to or can otherwise access the organization's resources.
2. The primary government is legally obligated or has otherwise assumed the obligation to finance the deficits of, or provide financial support to, the organization.
3. The primary government is obligated in some manner for the debt of the organization.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Reporting Entity (continued)

Based upon the application of these criteria, this report includes the following discretely presented component unit:

Discretely Presented Component Unit

Island City Development

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, 2020, and the financial activity is reported in a separate column to emphasize that they are legally separate from the primary government and are included under the "Discretely Presented Component Unit" column on the Statement of Net Position and Statement of Revenues, Expenses, and Changes in Net Position.

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. 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 started the construction and rehabilitation process in the summer of 2020.

Audited financial statements are issued separately for the discretely presented component unit noted above, and may be obtained from the Authority, 701 Atlantic Avenue, Alameda, CA 94501.

Blended Component Units

AHA Islander GP, LLC

The Authority is the sole member of AHA Islander GP, LLC, which is the 0.05% general partner of 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.

2216 Lincoln AHA, LLC

The Authority is the sole member of 2216 Lincoln AHA, LLC, which is the 0.0049% general partner of 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.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Reporting Entity (continued)

Blended Component Units (continued)

Alameda Affordable Housing Corporation ("AAHC")

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. During 2020, the Authority sold an additional property, Independence Plaza, to AAHC. As these notes were between a primary government and its blended component unit, these notes were eliminated from the financial statements.

The Authority reports a fiduciary trust fund for its OPEB Trust Fund. The OPEB Trust accounts for the assets that are held in trust by the Authority for the beneficiaries of the OPEB plan.

D. Description of Programs

The Authority maintains its accounting records by program. A summary of the significant programs operated by the Authority is as follows:

Section 8 Housing Choice Vouchers Program

The Authority administers a program of rental assistance payments to private owners on behalf of eligible low-income families under Section 8 of the Housing and Urban Development Act of 1974. The program provides payments covering the difference between the maximum rent on a dwelling unit, as approved by HUD, and the amount of rent contribution by a participating household.

State and Local Programs

Periodically, the Authority administers various grants from the State of California and/or the County and City of Alameda. These activities as well as the Authority's internal service funds are reported in this fund.

PIH Family Self Sufficiency Program

The purpose of the Family Self-Sufficiency Program is to promote the development of local strategies to coordinate the use of assistance under the Housing Choice Voucher and Public Housing programs with public and private resources to enable participating families to increase earned income and financial literacy, reduce or eliminate the need for welfare assistance, and make progress toward economic independence and self-sufficiency.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Description of Programs (continued)

Emergency Housing Vouchers

The purpose of Emergency Housing Vouchers are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

Section 8 Moderate Rehabilitation Single Room Occupancy

The Section 8 Moderate Rehabilitation Single Room Occupancy Program provides rental assistance to homeless individuals. Under the program, HUD enters into Annual Contributions Contracts with public housing agencies (PHAs) in connection with the moderate rehabilitation of residential properties that, when rehabilitation is completed, will contain multiple single room dwelling units.

Shelter Plus Care

The Shelter Plus Care Program provides rental assistance, in connection with supportive services funded from sources other than this program, to homeless persons with disabilities (primarily persons who are seriously mentally ill; have chronic problems with alcohol, drugs, or both, or have acquired immunodeficiency syndrome and related diseases) and their families. The program provides assistance through four components: (1) Tenant-based Rental Assistance; (2) Sponsor-based Rental Assistance; (3) Project-based Rental Assistance; (4) and Single Room Occupancy for Homeless Individuals.

CARES Act Funding Programs

During the year ending June 30, 2021, the Authority was awarded CARES Act funding as part of the Section 8 Housing Choice Vouchers Program. These funds are to be used to prevent, prepare for, and respond to the Coronavirus ("COVID-19"), as well as help the Authority maintain normal operations during the period impacted by COVID-19.

E. Use of Management Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the allowance for doubtful accounts, accrued expenses and other liabilities, depreciable lives of properties and equipment, amortization of leasehold improvements and contingencies. Actual results could differ significantly from these estimates.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

F. Cash and Cash Equivalents

HUD requires housing authorities to invest excess funds in obligations of the United States, Certificates of Deposit or any other federally insured investment.

HUD also requires that deposits be fully collateralized at all times. Acceptable collateralization includes FDIC insurance and the market value of securities purchased and pledged to the political subdivision. Pursuant to HUD restrictions, obligations of the United States are allowed as security for deposits. Obligations furnished as security must be held by the Authority or with an unaffiliated bank or trust company for the account of the Authority.

For the statement of cash flows, cash and cash equivalents include all cash balances and highly liquid investments with a maturity of three months or less at time of purchase. It is the Authority's policy to maintain collateralization in accordance with HUD requirements.

G. Accounts Receivable, Net

Rents are due from tenants on the first day of each month. As a result, tenants receivable balances primarily consist of rents past due and vacated units. An allowance for doubtful accounts is established to provide for accounts, which may not be collected in the future for any reason. Collection losses on accounts receivable are charged against the allowance for doubtful accounts. Also included in accounts receivable are those amounts that tenants owe the Authority as payment for committing fraud or misrepresentation. These charges usually consist of retroactive rent and other amounts that may be determined by a formal written agreement or by a court order.

The Authority recognizes a receivable from HUD and other governmental agencies for amounts billed but not received and for amounts unbilled, but earned as of year-end.

H. Allowance for Doubtful Accounts

The Authority periodically reviews all accounts receivable to determine the amount, if any, that may be uncollectable. If it is determined that an account or accounts may be uncollectable, the Authority prepares an analysis of such accounts and records an appropriate allowance against such amounts.

I. Prepaid Expenses

Prepaid expenses represent amounts paid as of year-end that will benefit future operations.

J. Notes Receivable

The Authority has utilized development funds in accordance with HUD guidelines to assist in the construction and redevelopment of numerous public housing developments through the issuance of mortgage notes. When preparing financial statements in accordance with GAAP, management is required to make estimates as to the collectability of such mortgage notes. When estimating collectability, management analyzes the value of the underlying mortgaged property, the property's ability to generate positive cash flow, and current economic trends and conditions. Management utilizes these estimates and judgments in connection with establishing an allowance for uncollectable amounts during an accounting period.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

K. Capital Assets, Net

Capital assets are stated at cost. Expenditures for repairs and maintenance are charged directly to expense as they are incurred. Expenditures determined to represent additions or betterments are capitalized. Upon the sale or retirement of capital assets, the cost and related accumulated depreciation are eliminated from the accounts and any related gain or loss is reflected in the Statement of Revenues, Expenses and Changes in Net Position. Depreciation is calculated using the straight-line method based on the estimated useful lives of the following asset groups:

- | | |
|---------------------------|--------------|
| • Buildings | 40 Years |
| • Site improvements | 15 Years |
| • Furniture and equipment | 5 - 10 Years |

The Authority has established a capitalization threshold of \$5,000.

L. Impairment of Long Lived Assets

The Authority evaluates events or changes in circumstances affecting long-lived assets to determine whether an impairment of its assets has occurred. If the Authority determines that a capital asset is impaired, and that the impairment is significant and other-than-temporary, then an impairment loss will be recorded in the Authority's financial statements. During the year ended June 30, 2021, there were no impairment losses incurred.

M. Inter-Program Receivables and Payables

Inter-program receivables and payables are all classified as either current assets or current liabilities, and are the result of the use of a concentrated account depository as the common paymaster for most of the programs of the Authority. Cash settlements are made monthly. All inter-program balances are reconciled, and inter-program receivables and payables balances net to zero. In accordance with GASB 34, inter-program receivables and payables are eliminated for financial statement purposes. Detail balances by program are found in the Financial Data Schedule of this report.

N. Deferred Outflows / Inflows of Resources

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources until that time.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources until that time.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

O. Accounts Payable and Accrued Liabilities

The Authority recognizes a liability for goods and services received but not paid for as of year-end. It also recognizes a liability for wages and fringe benefits related to services performed at year-end but not yet paid to employees or taxing authorities.

P. Unearned Revenue

The Authority's unearned revenue primarily consist of the prepayment of rent by residents, the current portion of prepaid ground leases and the receipt of HUD and other grant funding applicable to future periods prior to incurring the corresponding expense.

Q. Accrued Compensated Absences

Compensated absences are those absences for which employees will be paid in accordance with the Authority's Personnel Policy. A liability for compensated absences that is attributable to services already rendered and that are not contingent on a specific event that is outside the control of the Authority and its employees, is accrued as employees earn the rights to the benefits. Compensated absences that relate to future services or that are contingent on a specific event that is outside the control of the Authority and its employees are accounted for in the period in which such services are rendered or in which such event takes place.

R. Equity Classifications

Equity is classified as net position and displayed in three components:

Net investment in capital assets - Consists of resources including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction or improvement of those assets.

Restricted net position - Consists of resources with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

Unrestricted net position - All other net position that do not meet the definition of "restricted" or "net investment in capital assets."

S. Operating Revenues and Expenses

The Authority defines its operating revenues as income derived from charges to residents and others for services provided as well as government subsidies and grants used for operating purposes. The Authority receives annual operating subsidies from HUD, subject to limitations prescribed by HUD. Operating subsidies from HUD are recorded in accordance with GASB 33 and are accounted for as revenue. Other contributions from HUD that are for development and modernization of capital assets are reflected separately in the accompanying financial statements as capital grants. Operating expenses are costs incurred in the operation of its program activities to provide services to residents and others. The Authority classifies all other revenues and expenses as non-operating.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

T. Taxes

The Authority is exempt from Federal Income and California Franchise Taxes.

U. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the California Public Employees' Retirement System ("CalPERS") and additions to/deductions from CalPERS's 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.

V. Budgets and Budgetary Accounting

The Authority adopts annual, appropriated operating budgets for all its programs receiving federal expenditure awards and are used as a management tool throughout the accounting cycle. All budgets are prepared on a HUD basis, which differs with accounting principles generally accepted in the United States of America. All appropriations lapse at HUD's program year end or at the end of grant periods.

W. Economic Dependency

The Section 8 Housing Choice Vouchers program of the Authority is economically dependent on subsidies from HUD. The program operates at a loss prior to receiving the grants.

X. Risk Management

The Authority is exposed to various risks related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Significant losses are covered by commercial insurance for all major programs and there have been no significant reductions in insurance coverage. Claims expenditures and liabilities are reported when it is probable that a loss has occurred, the amount of the loss can be reasonably estimated, and said amount exceeds insurance coverage. Settlement amounts have not exceeded insurance coverage for the last three years.

NOTE 2. CASH AND CASH EQUIVALENTS AND RESTRICTED CASH

As of June 30, 2021, the Authority had funds on deposit in checking, savings and money market accounts. The carrying amount of the primary government's cash and cash equivalents (including restricted cash) was \$32,985,239, and the bank balances were \$33,265,833.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 2. CASH AND CASH EQUIVALENTS AND RESTRICTED CASH (continued)

<u>Cash Category</u>	<u>Primary Government</u>	<u>Discretely Presented Component Units</u>	<u>Total Reporting Entity (Memorandum Only)</u>
Unrestricted	\$ 30,680,818	\$ 2,980,664	\$ 33,661,482
Tenant security deposits	470,764	45,774	516,538
Restricted	<u>1,833,657</u>	<u>352,730</u>	<u>2,186,387</u>
Total cash, cash equivalents, and restricted cash	<u>\$ 32,985,239</u>	<u>\$ 3,379,168</u>	<u>\$ 36,364,407</u>

Of the primary government's bank balances, \$1,429,597 was covered by federal depository insurance and the remaining \$31,836,236 was collateralized with the pledging financial institution as of June 30, 2021. Custodial credit risk is the risk that, in the event of a bank failure, the government's deposits may not be returned to it. As of June 30, 2021, the Authority's bank balances were not exposed to custodial credit risk.

NOTE 3. ACCOUNTS RECEIVABLE, NET

Accounts receivable, net consists of the following as of June 30, 2021:

<u>Description</u>	<u>Primary Government</u>	<u>Discretely Presented Component Unit</u>	<u>Total Reporting Entity (Memorandum Only)</u>
Accounts receivable - HUD	\$ 18,951	\$ -	\$ 18,951
Accounts receivable - PHA Projects	159,630	-	159,630
Accounts receivable - other government	1,482,269	-	1,482,269
Accounts receivable - tenants, net	230,017	-	230,017
Accounts receivable - miscellaneous	<u>130,384</u>	<u>70,367</u>	<u>200,751</u>
Total accounts receivable, net	<u>\$ 2,021,251</u>	<u>\$ 70,367</u>	<u>\$ 2,091,618</u>

Accounts Receivable - HUD

As of June 30, 2021, Accounts receivable - HUD consisted of amounts due to the Authority for amounts expended under grant agreements that have not yet been reimbursed. Management estimates the amounts to be fully collectible and therefore no allowance for doubtful accounts has been established.

Accounts Receivable - PHA Projects

Accounts receivable - PHA Projects represents amounts owed to the Authority by other Public Housing Authorities for administrative fees and Port-in HAP expense under the portability provisions of the Section 8 Housing Choice Vouchers program. Management estimates the amounts to be fully collectible and therefore no allowance for doubtful accounts has been established.

Accounts Receivable - Other Government

Accounts receivable - other government represents amounts owed to the Authority by other federal agencies and state and local governments. Management estimates the amounts to be fully collectible and therefore no allowance for doubtful accounts has been established.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 3. ACCOUNTS RECEIVABLE, NET (continued)

Accounts Receivable - Tenants, Net

Tenant accounts receivable represents amounts owed to the Authority by tenants for outstanding rent. The balance is shown net of an allowance for doubtful accounts of \$151,255.

Accounts Receivable - Miscellaneous

Accounts receivable - miscellaneous consists of amounts owed from managed properties and other miscellaneous sources from normal ongoing operations. Management estimates the amounts to be fully collectible and therefore no allowance for doubtful accounts has been established.

NOTE 4. CAPITAL ASSETS, NET

The following is a summary of the primary government's changes in capital assets for the year ended June 30, 2021:

Description	June 30, 2020	Additions	Dispositions	Transfers	June 30, 2021
<u>Non-depreciable capital assets:</u>					
Land	\$ 58,219,779	\$ -	\$ -	\$ -	\$ 58,219,779
Construction in progress	103,890	431,676	(10,805)	-	524,761
Total	<u>58,323,669</u>	<u>431,676</u>	<u>(10,805)</u>	<u>-</u>	<u>58,744,540</u>
<u>Depreciable capital assets:</u>					
Buildings	48,248,833	447,149	(1,568,392)	-	47,127,590
Furniture and equipment	477,444	37,151	(89,580)	-	425,015
Total	<u>48,726,277</u>	<u>484,300</u>	<u>(1,657,972)</u>	<u>-</u>	<u>47,552,605</u>
Less: accumulated depreciation	<u>30,167,869</u>	<u>1,680,842</u>	<u>(841,368)</u>	<u>-</u>	<u>31,007,343</u>
Net capital assets	<u>\$ 76,882,077</u>	<u>\$ (764,866)</u>	<u>\$ (827,409)</u>	<u>\$ -</u>	<u>\$ 75,289,802</u>

The following is a summary of the discretely presented component units' capital assets activity for the year ended June 30, 2021:

Description	June 30, 2020	Additions	Dispositions	Adjustments	June 30, 2021
<u>Non-depreciable capital assets:</u>					
Land	\$ 2,170,596	\$ 171,470	\$ -	\$ -	\$ 2,342,066
Construction in progress	-	6,517,307	-	-	6,517,307
Total	<u>2,170,596</u>	<u>6,688,777</u>	<u>-</u>	<u>-</u>	<u>8,859,373</u>
<u>Depreciable capital assets:</u>					
Buildings	26,161,709	237,240	-	-	26,398,949
Furniture and equipment	512,067	-	-	-	512,067
Total	<u>26,673,776</u>	<u>237,240</u>	<u>-</u>	<u>-</u>	<u>26,911,016</u>
Less: accumulated depreciation	<u>1,020,974</u>	<u>854,662</u>	<u>-</u>	<u>168,806</u>	<u>2,044,442</u>
Net capital assets	<u>\$ 27,823,398</u>	<u>\$ 6,071,355</u>	<u>\$ -</u>	<u>\$ (168,806)</u>	<u>\$ 33,725,947</u>

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 5. RESTRICTED DEPOSITS

Restricted deposits consist of the following as of June 30, 2021:

<u>Cash Category</u>	<u>Primary Government</u>	<u>Discretely Presented Component Unit</u>	<u>Total Reporting Entity (Memorandum Only)</u>
Emergency housing voucher reserves	\$ 99,750	\$ -	\$ 99,750
Replacement reserves	1,141,740	-	1,141,740
Escrow reserves	455,472	-	455,472
Project reserves	-	352,730	352,730
Family self-sufficiency escrows	136,695	-	136,695
Tenant security deposits	<u>470,764</u>	<u>45,774</u>	<u>516,538</u>
Total restricted deposits	<u>\$ 2,304,421</u>	<u>\$ 398,504</u>	<u>\$ 2,702,925</u>

Emergency housing voucher reserves are restricted to be used on expenditures directly related to the program.

Replacement reserves are required to be set aside for future project expenditures in accordance with regulatory agreements.

Escrow reserves are required to be set aside for future project expenditures in accordance with various regulatory agreements.

Project reserves are reserves in the discretely presented component units that are required to be set aside for future project expenditures according to the respective regulatory agreement.

Family Self Sufficiency ("FSS") program escrows represent amounts held by the Authority on behalf of FSS program participants. Upon graduation from the program, the participant is due amounts deposited plus interest earned.

Tenant security deposits represent amounts held by the Authority on behalf of tenants. Upon termination, the tenant is due amounts deposited plus interest earned less any amounts charged for damage to the unit.

NOTE 6. NOTES RECEIVABLE

Outstanding notes receivable for the primary government as of June 30, 2021 consisted of the following:

<u>Description</u>	<u>Amount</u>
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 and is secured by the underlying property. Payments shall be deferred until maturity, January 5, 2059.	\$ 1,408,790

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 6. NOTES RECEIVABLE (continued)

<u>Description</u>	<u>Amount</u>
<p>Effective March 9, 2007, Tamiko L. Taplin and Anthony Taplin entered into a promissory note with the City (and therefore the Successor Agency per the Recognized Obligation Payment Schedule ("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.</p>	23,600
<p>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 the 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.</p>	31,800
<p>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.</p>	31,800
<p>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 and is secured by the underlying property. Payments shall be deferred until March 23, 2063.</p>	1,304,390
<p>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 and is secured by the underlying property. Payments shall be deferred until September 27, 2068.</p>	8,600,000

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 6. NOTES RECEIVABLE (continued)

<u>Description</u>	<u>Amount</u>
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.	89,598
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.	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.	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.	2,248
Effective August 1, 2013, Nicola Petoichis 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.	7,676
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.	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.	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.	3,410,000

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 6. NOTES RECEIVABLE (continued)

<u>Description</u>	<u>Amount</u>
Effective November 1, 2019, MidPen Housing Corporation entered into a promissory note with the Authority for the amount of \$92,569. The note accrued simple interest at 3% annually beginning on November 1, 2021. The entire amount of outstanding principal and accrued interest is due and payable on November 1, 2024.	92,569
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.	4,250,000
Effective October 23, 2017, Island City Development entered into a promissory note with the Authority for the amount of \$3,700,000 for the North Housing Project. The note accrues simple interest at 3% annually beginning on January 1, 2022. The entire amount of outstanding principal and accrued interest is due and payable on December 31, 2074. During 2020, Island City Development entered into an amended note, increasing the note to \$3,830,000.	3,830,000
Effective August 1, 2020, Constitution and Eagle LP entered into a loan agreement with the Authority for the amount of \$16,576,088 for the Rosefield Village Apartments. The loan bears interest at 1.12% 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, 2077. The loan is secured by real property.	16,576,088
Effective August 1, 2020, Constitution and Eagle LP entered into a loan agreement with the Authority for an amount not to exceed \$8,143,052, for the acquisition, construction, and rehabilitation of the Rosefield Village Apartments. The loan bears no interest. The principal and interest shall be due and payable on the earliest of (a) the expiration of the term, (b) the date the development is sold, or (c) an event of default. Beginning May 1, 2023, payments shall be made equal to the Authority's share of residual receipts. The loan matures on December 31, 2077 and is secured by the deed of trust.	1,483,052

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 6. NOTES RECEIVABLE (continued)

<u>Description</u>	<u>Amount</u>
Effective January 15, 2021, Island City Development entered into a loan agreement with the Authority in the amount of \$2,408,000. The note shall bear interest at the rate of 3% per annum, beginning on January 1, 2024. The loan matures on December 31, 2074 and is unsecured.	<u>2,408,000</u>
Total notes receivable	<u>\$ 50,750,678</u>

There are no notes receivable amounts due within the next five fiscal years.

There is no interest accrued on any of the notes receivable due to uncertainty of collection based on the varying terms of the individual notes, which includes no provision for interest, deferral of payments, and future valuation determinations of the properties. Interest income will be recorded by the Authority as received.

NOTE 7. 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. In 2020, the annual vacation maximum was increased to 350 hours due to COVID-19, with an eventual reinstatement of 250 maximum hours by the end of 2022. This leave will be used in future periods or paid to employees upon separation from the Authority.

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.

As of June 30, 2021, accrued compensated absences of the Primary Government amounted to \$281,473, and consisted of the following activity for the year then ended:

<u>Description</u>	<u>Primary Government</u>	<u>Discretely Presented Component Unit</u>	<u>Total Reporting Entity (Memorandum Only)</u>
Beginning compensated absences	\$ 328,379	\$ -	\$ 328,379
Compensated absences redeemed	<u>(46,906)</u>	<u>-</u>	<u>(46,906)</u>
Ending compensated absences	281,473	-	281,473
Less: current portion	<u>179,870</u>	<u>-</u>	<u>179,870</u>
Compensated absences, net of current portion	<u>\$ 101,603</u>	<u>\$ -</u>	<u>\$ 101,603</u>

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 8. BONDS AND NOTES PAYABLE

Bonds and notes payable for the primary government consisted of the following as of June 30, 2021:

<u>Description</u>	<u>Amount</u>
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 are secured by real property and mature on May 15, 2035. Concurrent with the transfer of Parrot Village and Eagle Village from the Authority to the Alameda Affordable Housing Corporation, these bonds were refinanced on July 15, 2021 and will be further discussed in the subsequent events section.	\$ 4,572,786
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 note is secured by real property and matures on December 31, 2055.	217,912
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 note is secured by real property and matures on on December 31, 2055.	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 loan is secured by real property.	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 note is secured by real property.	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 loan is secured by real property.	536,400

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 8. BONDS AND NOTES PAYABLE (continued)

<u>Description</u>	<u>Amount</u>
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 loan is secured by real property.	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. This loan was transferred from the Authority to Alameda Affordable Housing Corporation with no change in terms on July 1, 2021 and will be further discussed in the subsequent events section.	12,746,433
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.	<u>3,591,466</u>
Total bonds and notes payable	22,993,697
Less: current portion	<u>5,505,109</u>
Bonds and notes payable, excluding current portion	<u>\$ 17,488,588</u>

Annual debt service for principal and interest over the next five years and in five-year increments thereafter is as follows:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 5,505,109	\$ 934,996	\$ 6,440,105
2023	1,180,665	1,030,372	2,211,037
2024	1,228,410	982,627	2,211,037
2025	1,279,523	931,514	2,211,037
2026	1,332,228	878,809	2,211,037
2027-2031	10,481,150	36,796	10,517,946
2032-2036	-	-	-
2037-2041	-	-	-
2042-2046	-	-	-
2046-2050	-	-	-
2051-2055	500,612	-	500,612
2056-2060	570,000	-	570,000
2061-2065	-	-	-
2066-2067	916,000	-	916,000
	<u>\$ 22,993,697</u>	<u>\$ 4,795,114</u>	<u>\$ 27,788,811</u>

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 8. BONDS AND NOTES PAYABLE (continued)

Debt activity for the primary government for the year ended June 30, 2021 consisted of the following:

Description	June 30, 2020 2020	Advances	Principal Reductions	June 30, 2021
Bonds and notes payable	\$ <u>24,668,230</u>	\$ <u>-</u>	\$ <u>(1,674,533)</u>	\$ <u>22,993,697</u>

Accrued interest payable as of June 30, 2021 and interest expense for the year the ended for the primary government totaled \$1,133,222 and \$991,885, respectively.

A summary of the Authority's discretely presented component unit bonds and notes payable are as follows:

<u>Notes payable to the Authority as evidenced by a Note Receivable (see Note 6):</u>	<u>Amount</u>
AHA North Housing loan	\$ 3,700,000
AHA North Housing - additional loan	130,000
AHA	3,600,000
AHA	3,410,000
AHA	<u>4,250,000</u>
Total primary government loans to discretely presented component unit	\$ <u>15,090,000</u>

<u>Description</u>	<u>Amount</u>
Note payable to Compass Bank, an Alabama banking corporation, provides construction financing in the maximum amount of \$10,322,328. The note is secured by a construction and permanent leasehold deed of trust with absolute assignment of leases and rents, security agreement and fixture filing. The note provides for interest only payments based on one-month LIBOR plus 1.80% per annum through the conversion date. The interest rate was 4.15% at December 31, 2018. In February 2019, the construction loan was partially paid off with the Limited Partner's capital contributions, with the remaining balance converted into a permanent loan of \$2,429,400 with California Community Reinvestment Corporation ("CCRC"). The Partnership entered into a promissory note agreement with CCRC for the permanent loan, with an interest rate of 5.39%, which requires monthly payments of principal and interest, and matures on March 1, 2034.	\$ 2,236,132
Note payable to the City of Alameda, secured by a subordinate deed of trust, borrowings up to \$195,740, simple interest at 3.00% per annum, payable from Residual Receipts and unpaid principal and interest are due on April 1, 2073.	195,740

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 8. BONDS AND NOTES PAYABLE (continued)

<u>Description</u>	<u>Amount</u>
Note payable to JPMorgan Chase Bank, N.A., a national banking association, provides construction financing in the maximum amount of \$9,858,528. The note is secured by a construction and deed of trust, assignment of rents, security agreement and fixture filing. The note provides for interest-only payments based on adjusted one-month LIBOR plus 1.85% per annum through the conversion date (4.35% as if December 31, 2018). In July 2019, the construction loan was partially repaid and concurrently converted to a \$3,330,168 permanent loan that bears interest of 5.55% that requires monthly payments of principal and interest of \$17,993. The note matures on September 21, 2039.	3,291,482
Note payable to the City of Alameda, secured by a subordinated leasehold deed of trust, assignment of rents, security agreement and fixture filing, borrowings up to \$153,282, simple interest at 3.00%, payable from residual receipts; unpaid principal and interest are due on December 31, 2074.	153,282
Note payable to County of Alameda (County Loan), in the maximum amount of \$1,000,000, secured by a subordinated leasehold deed of trust, assignment of rents, security agreement and fixture filing, simple interest at 3.00%, payable from residual receipts and unpaid principal and interest are due on December 31, 2074.	1,000,000
Note payable in the amount of \$16,576,088 dated August 1, 2020 and payable to (the Seller Loan, aka AHA Takeback Loan), and secured by a deed of trust. The loan bears interest at a rate of 1.12% compounded annually. Principal and interest payments are made on May 1 of each calendar as residual receipts permits. Maturity date is December 31, 2077.	16,576,088
Note payable in the amount of \$40,322,758, (the Construction Loan) and payable to California Municipal Finance Authority, secured by a leasehold construction deed of trust. Interest accrues at the LIBOR rate plus 2.20% and is payable on a monthly basis. The loan is anticipated to convert April 10, 2023, and will mature September 1, 2040.	1,306,748
Note payable in the amount of \$8,093,414 dated August 1, 2020 and payable to the County of Alameda (County A1 Loan) and secured by a deed of trust. The loan bears simple interest at a rate of 3.00%. Principal and interest payments are made on May 1 of each calendar as residual receipts permits. Maturity date is August 1, 2075.	1,153,535
Note payable in the amount of \$8,143,052 dated August 1, 2020 and payable to the County of Alameda (AHA Funds Loan, AKA AHA Cash Funds), and secured by a deed of trust. The loan does not bears interest. Payments are made on May 1 of each calendar as residual receipts permits. Maturity date is December 31, 2077.	1,483,052
Note payable in the amount of \$8,093,414 dated August 1, 2020 and payable to the County of Alameda (County A1 Loan) and secured by a deed of trust. The loan bears simple interest at a rate of 3.00%. Principal and interest payments are made on May 1 of each calendar as residual receipts permits. Maturity date is August 1, 2075.	1,153,535

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 8. BONDS AND NOTES PAYABLE (continued)

<u>Description</u>	<u>Amount</u>
Note payable in the amount of \$8,143,052 dated August 1, 2020 and payable to the County of Alameda (AHA Funds Loan, AKA AHA Cash Funds), and secured by a deed of trust. The loan does not bears interest. Payments are made on May 1 of each calendar as residual receipts permits. Maturity date is December 31, 2077.	1,483,052
Note payable in the amount of \$633,912 dated August 1, 2020 and payable to the City of Alameda (City CDBG Loan), and secured by a subordinate deed of trust. The loan bears simple interest at a rate of 2.33% per annum. Principal and interest payments are made on May 1 of each calendar as residual receipts permits. Maturity date is April 1, 2074.	633,912
Total bonds and notes payable to other lenders	<u>28,029,971</u>
Less: unamortized debt issuance costs	<u>(949,718)</u>
Total bonds and notes payable	<u>\$ 42,170,253</u>

Bonds and notes payable for the discretely present component unit is shown net of debt issuance costs totaling \$949,718. Future maturities of bonds and notes payable for the discretely presented component units are as follows:

December 31, 2021	\$ 150,396
2022	158,784
2023	1,474,388
2024	176,478
2025	186,833
Thereafter	<u>40,973,092</u>
Total bonds and notes payable	<u>\$ 43,119,971</u>

Accrued interest payable as of June 30, 2021 and interest expense as of and for the year then ended for the discretely presented component unit totaled \$1,278,154 and \$654,507, respectively.

NOTE 9. RESTRICTED NET POSITION

Restricted net position consists of the following as of June 30, 2021:

<u>Description</u>	<u>Primary Government</u>	<u>Discretely Presented Component Unit</u>	<u>Total Reporting Entity (Memorandum Only)</u>
Replacement reserves	\$ 1,141,740	\$ -	\$ 1,141,740
Project reserves	-	352,730	352,730
Escrow reserves	<u>455,472</u>	<u>-</u>	<u>455,472</u>
Total restricted net position	<u>\$ 1,597,212</u>	<u>\$ 352,730</u>	<u>\$ 1,949,942</u>

Replacement reserves represent funds held in reserve for future project expenditures in accordance with various regulatory agreements.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 9. RESTRICTED NET POSITION (continued)

Project reserves represent funds that are restricted for repairs and replacement of buildings and equipment, operating deficits, insurance and tax escrows, and mortgage escrows.

Escrow reserves represent funds held in reserve for future project expenditures in accordance with various regulatory agreements.

NOTE 10. COMMITMENTS AND CONTINGENCIES

The Authority receives financial assistance from HUD in the form of grants and subsidies. Entitlement to the funds is generally conditional upon compliance with terms and conditions of the grant agreements and applicable regulations, including the expenditure of funds for eligible purposes. Substantially all grants, entitlements and cost reimbursements are subject to financial and compliance audits by HUD. As a result of these audits, costs previously reimbursed could be disallowed and require payments to HUD.

As of June 30, 2021, the Authority estimates that no material liabilities will result from such audits.

Vulnerability – Impact of COVID-19

The severity of the impact of COVID-19 on the Authority's operations will depend on a number of factors, including, but not limited to, the duration and severity of the pandemic and the extent and severity of the impact on the Authority's tenants, all of which are uncertain and cannot be predicted. The Authority's future results could be adversely impacted by delays in rent collections, portability payments from certain PHA's as well as grant reimbursements. Furthermore, staff absences due to the effects of COVID-19 could adversely impact the Authority's operations. Management is unable to predict with absolute certainty the impact of COVID-19 on its financial condition, results of operations or cash flows.

NOTE 11. PENSION PLAN

A. 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, 2020 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.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 11. PENSION PLAN (continued)

B. 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 are applied as specified by the Public Employees' Retirement Law.

The plan's provisions and benefits in effect at June 30, 2021, are summarized as follows:

	<u>Miscellaneous Plan</u>	
Hire date	Prior to January 1, 2013	On or After January 1, 2013
Benefit formula	2% @ 55	2% @ 62
Benefit vesting formula	5 years of service	5 years of service
Benefit payments	Monthly or life	Monthly or 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	6.902%	6.500%
Required employer contribution rates	10.152%	7.266%

C. 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, 2021, were \$549,515.

D. Pension Liabilities, Pension Expense, Deferred Outflows of Resources, Deferred Inflows of Resources Related to Pensions

The Authority's net pension liability of \$1,884,641 is measured as the proportionate share of the net pension liability of \$4,218,076,343 (or 0.017321%). The net pension liability is measured as of June 30, 2021, 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, 2019, rolled forward to June 30, 2020, 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.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 11. PENSION PLAN (continued)

D. Pension Liabilities, Pension Expense, Deferred Outflows of Resources, Deferred Inflows of Resources Related to Pensions (continued)

For the measurement period ended June 30, 2020, the Authority recognized pension expense of \$1,048,071 for the plan. At June 30, 2021, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Changes in Assumptions	\$ 97,121	\$ -
Adjustments due to differences in proportions	229,871	455,211
Differences between expected and actual experience	-	13,442
Net differences between actual and projected earnings on pension plan investments	55,986	-
Net differences between proportionate share of required contribution and actual contribution	549,442	150,401
Contribution subsequent to the measurement date	<u>591,704</u>	<u>-</u>
Total	<u>\$ 1,524,124</u>	<u>\$ 619,054</u>

The \$591,704 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, 2022 (measurement period ended 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 related to pensions will be recognized as pension expense as follows:

Years ending June 30:	<u>Amount</u>
2022	\$ 131,272
2023	87,865
2024	67,375
2025	<u>26,854</u>
	<u>\$ 313,366</u>

E. Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The total pension liabilities were determined using the following assumptions:

Valuation date	June 30, 2019
Measurement date	June 30, 2020
Actuarial cost method	Entry age normal
Discount rate	7.15%
Inflation	2.50
Salary increase	Varies by entry age and service
Investment rate of return	7.15%, net of pension plan investment and administrative expenses; includes inflation
Mortality rate	Derived using CalPERS' Membership Data for all funds
Post retirement benefit increase	Contract COLA up to 2.5% until Purchasing Power Protection Allowance Floor on Purchasing Power Applies, 2.5% thereafter

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 11. PENSION PLAN (continued)

**E. Actuarial Methods and Assumptions Used to Determine Total Pension Liability
(continued)**

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.

F. 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.

G. 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%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Estate	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	(0.92)%
	<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.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 11. PENSION PLAN (continued)

H. 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:

	1% Decrease <u>(6.15%)</u>	Current Discount Rate <u>(7.15%)</u>	1% Increase <u>(8.15%)</u>
Net pension liability	\$ <u>4,529,641</u>	\$ <u>1,884,641</u>	\$ <u>(300,840)</u>

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS' financial reports.

NOTE 12. OTHER POST EMPLOYMENT BENEFITS

A. 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 (\$139 per month in 2020, increasing to \$143 in 2021). 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.

B. Plan Membership Information

Active plan members	52
Inactive plan members or beneficiaries currently receiving benefits	<u>9</u>
Total	<u><u>61</u></u>

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 12. OTHER POST EMPLOYMENT BENEFITS (continued)

C. 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, 2020
Measurement date	June 30, 2020
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	6.80% pre-65 and 5.00% post-65 initial trend rates for 2022. Decreasing 0.25% per year until ultimate rate of 5.00% is reached in 2030

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, 2021. 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.

D. 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, 2020, the measurement date, are summarized in the following table:

Investment Class	Target Allocation	Long-term Expected Real Rate of Return
Equity	62.00%	5.39%
Fixed Income	30.00%	1.13%
REIT's	8.00%	5.08%
	<u>100.00%</u>	

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 12. OTHER POST EMPLOYMENT BENEFITS (continued)

E. Changes in the Net OPEB Liability (Asset)

The total OPEB liability (asset) shown below is based on an actuarial valuation performed as of June 30, 2019, and a measurement date of June 30, 2020:

	<u>Increase (Decrease)</u>		
	<u>Total OPEB Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Net OPEB Liability (Asset)</u>
Balance at June 30, 2019	\$ <u>1,017,490</u>	\$ <u>1,195,000</u>	\$ <u>(177,510)</u>
Changes for the year:			
Service cost	59,460	-	59,460
Interest	76,779	-	76,779
Differences between expected and actual experience	(161,314)	-	(161,314)
Changes of assumptions	(41,226)	-	(41,226)
Net investment income	-	42,246	42,246
Contributions - employer	-	45,387	45,387
Benefit payments	(45,387)	(45,387)	(90,774)
Administrative expense	-	(584)	(584)
Net changes	<u>(111,688)</u>	<u>41,662</u>	<u>(66,885)</u>
Balance at June 30, 2020	\$ <u>905,802</u>	\$ <u>1,236,662</u>	\$ <u>(244,395)</u>

The required schedule of changes in the net OPEB liability (asset) and related ratios immediately following the notes to the financial statements presents the beginning and ending balances of the total OPEB liability (asset), the plan fiduciary net position available for OPEB benefits, and the net OPEB liability (asset), 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 (asset), the payroll amount for current employees in the plan (covered employee payroll), and a ratio of the net OPEB liability (asset) as a percentage of the covered employee payroll. Three years of information are presented and will build to 10 years of information on a prospective basis.

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.

F. Sensitivity of the Net OPEB Liability (Asset) 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 <u>(6.28%)</u>	Current Discount Rate <u>(7.28%)</u>	1% Increase <u>(8.28%)</u>
Net OPEB liability (asset)	\$ <u>(209,241)</u>	\$ <u>(330,860)</u>	\$ <u>(431,201)</u>

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 12. OTHER POST EMPLOYMENT BENEFITS (continued)

G. Sensitivity of the Net OPEB Liability (asset) 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:

	<u>1% Decrease</u>	<u>Discount Rate</u>	<u>1% Increase</u>
Net OPEB liability	\$ <u>(444,664)</u>	\$ <u>(330,860)</u>	\$ <u>(190,294)</u>

H. OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended June 30, 2021, the Authority recognized an OPEB benefit of \$179,036. At June 30, 2021, the Authority reported deferred outflows of resources and deferred inflows of resources from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Changes in Assumptions	\$ -	\$ 771,119
Differences between expected and actual experience	44,182	399,404
Contribution subsequent to the measurement date	<u>45,929</u>	<u>-</u>
Total	<u>\$ 90,111</u>	<u>\$ 1,170,523</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

	<u>Recognized Deferred Outflows/Inflows of Resources</u>
Years ending June 30:	
2022	\$ (182,953)
2023	(232,906)
2024	(231,825)
2025	(193,354)
2026	(52,109)
Thereafter	<u>(187,265)</u>
	<u>\$ (1,080,412)</u>

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 13. 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, 2021, the outstanding operating deficit guarantee was \$917,283.

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.

Rosefield Village

Related to the Rosefield Village property located at the cross street of Constitution and Eagle Avenue, the Authority entered into a guaranty agreement dated August 2020, and attached as Exhibit D to the first amended and restated limited partnership agreement of Constitution & 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 is up to \$792,000. 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.

Related to the Rosefield Village property located at the cross street of Constitution and Eagle Avenue, the Authority entered into a payment and performance guaranty dated August 2020, with Bank of America, N.A. related to a construction loan of \$40,322,758.

Independence Plaza

Related to the Independence Plaza property located at 703 Atlantic Avenue, the Authority entered into a Multifamily Loan and Security Agreement dated June 30, 2014. Furthermore, the Alameda Affordable Housing Corporation entered in the First Amendment to Multifamily Loan and Security Agreement in March 2020. The Authority continues to act as the guarantor for this non-recourse permanent loan.

Esperanza

Related to the Esperanza property located at 1903 3rd Street, the Authority entered into a Multifamily Loan and Security Agreement dated June 30, 2014. The Authority continues to act as the guarantor for this non-recourse permanent loan.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 14. 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 for the entire term. Prepaid rent for the entire lease term of \$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 6. At June 30, 2021, the unamortized balance was \$3,317,290, which is reflected in the accompanying statement of net position as prepaid ground lease.

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.

On May 1, 2018, the Authority entered into a ground lease agreement with AAHC, for the property known as Anne B. Diament 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 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 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.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021**

NOTE 14. GROUND LEASES (continued)

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.

On August 1, 2020, the Authority entered into a ground lease agreement with Constitution and Eagle, LP for the property known as Rosefield Village and located at 717, 727 Buena Vista Avenue and 738, 740, 742, 746 Eagle Avenue. The lease term is 75 years, ending December 31, 2095. Prepaid rent for the entire lease term of \$13,110,000 was paid via the execution of a seller note on August 1, 2020.

As of June 30, 2021, the future rental income required under the lease agreements entered into by the Authority are as follows:

Years ending June 30:	<u>Amount</u>
2022	\$ 220,124
2023	220,124
2024	220,124
2025	220,124
2026	220,123
Thereafter	<u>15,119,596</u>
	<u>\$ 16,220,215</u>

NOTE 15. LOSS ON SALE OF ASSETS

In August of 2020, the Authority sold Rosefield Village Apartments located in Alameda, CA and conveyed the property into Constitution and Eagle, Limited Partnership, an entity controlled by the Island City Development (Discrete Component Unit). The conveyance is for the purpose of renovating and building a total of 92 low-income housing units. The sale resulted in a loss of \$490,616.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 16. CONDENSED FINANCIAL INFORMATION FOR THE BLENDED COMPONENT UNIT

	<u>Alameda Affordable Housing Corporation</u>
Assets:	
Current assets	\$ 3,370,971
Capital assets, net	10,506,966
Other non-current assets	479,021
Deferred outflows of resources	<u>177,566</u>
Total assets and deferred outflows of resources	<u>14,534,524</u>
Liabilities:	
Current	1,116,548
Non-current	51,160,471
Deferred inflows of resources	<u>196,854</u>
Total liabilities	<u>52,473,873</u>
Net Position:	
Net investment in capital assets	6,249,499
Restricted	442,627
Unrestricted	<u>(44,631,475)</u>
Net position	<u>\$ (37,939,349)</u>
Operating revenues:	
Tenant revenue	\$ 2,066,142
Government grants	3,763,718
Other revenues	<u>24,746</u>
Total operating revenues	<u>5,854,606</u>
Operating expenses:	
Administrative	1,263,519
Tenant services	256,679
Maintenance and utilities	1,462,940
Protective services	91,342
Insurance	89,979
General expenses	105,427
Depreciation	<u>792,780</u>
Total operating expenses	<u>4,062,666</u>
Other income (expense)	
Interest income	156
Interest expense	<u>(178,316)</u>
Net other expense	<u>(178,160)</u>
Net income	<u>\$ 1,613,780</u>

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO FINANCIAL STATEMENTS (continued)
JUNE 30, 2021

NOTE 17. SUBSEQUENT EVENTS

Events that occur after the financial statement date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the financial statement date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the financial statement date require disclosure in the accompanying notes to the financial statements. Management evaluated the activity of the Authority through TBD (the date the financial statements were available to be issued) and determined that the following subsequent events require disclosure:

In July 2021, Eagle Village, Parrot Village and Esperanza Apartments were transferred from the Authority to the Alameda Affordable Housing Corporation. The existing loan between the Authority and NorthMarq for Esperanza apartments was transferred concurrently with the legal transfer (principal balance \$12,746,434.17).

Furthermore, 2 properties (Eagle Village and Parrot Village) refinanced their loan with PNC Bank concurrent with this legal transfer. The new loan has a principal balance of \$9,300,000, a fixed interest rate of 2.59%, and a loan term of 60 months (maturity date July 2026). As part of this refinance, \$1,990,384 and \$2,748,625 were components of the cash out refinance. As part of the legal transfer from the Authority to the Alameda Affordable Housing Corporation, 3 separate promissory notes were executed in 2021 between Alameda Affordable Housing Corporation and the Authority for \$12,650,000 (Eagle Village), \$6,500,000 (Parrot Village) and \$19,100,000 (Esperanza). Repayment terms as defined by the promissory notes are through operating cash flow.

In July 2021, a Local Housing Trust Fund was created by the Alameda Affordable Housing Corporation. A services agreement for the year 2021 through 2025 was executed between the Alameda Affordable Housing Corporation and the Authority with an effective date of July 21, 2021. In January 2022, the California Department of Housing and Community Development awarded \$2,500,000 to the Local Housing Trust Fund. The Local Housing Trust Fund has committed the source of these funds for the first two phases of the long-planned affordable housing rental homes at the North Housing site on Mosely Avenue, including affordable rental homes for formerly homeless households.

In December 2021, Alameda Affordable Housing Corporation acquired below market homes developed by Pulte Homes in Alameda, California. A promissory note between the Authority and the Alameda Affordable Housing Corporation, with the amended maximum loan amount for acquisition of these properties to be \$3,650,000. It is expected that complete acquisition of these homes will occur in 2022.

In January 2022, HUD selected the Authority for admission to the Landlord Incentives Cohort of the Moving to Work (MTW) National Demonstration Program.

In Fiscal Year 2022, the Authority was released from loan guarantees with Littlejohn Commons and Everett Commons as the debt service coverage ratio requirements were met for two consecutive years.

**INDEPENDENT AUDITORS' 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***

To the Board of Commissioners of the
Housing Authority of the City of Alameda:

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 (primary government) and the aggregate discretely presented component units of the Housing Authority of the City of Alameda (the "Authority") as of , and for the year then ended June 30, 2021 and the related notes to the financial statements, which collectively comprise the Authority's financial statements, and have issued our report thereon dated TBD.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority'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 Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority'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. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority'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*.

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 Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

TBD
Toms River, New Jersey

AUDIT DRAFT

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Commissioners of the
Housing Authority of the City of Alameda:

Report on Compliance for Each Major Federal Program

We have audited Housing Authority of the City of Alameda's (the "Authority") 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 Authority's major federal programs for the year ended June 30, 2021. The Authority's major federal programs are identified in the summary of auditors' 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 its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Authority'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 Authority'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 Authority's compliance.

Opinion on Each Major Federal Programs

In our opinion, the Authority complied, in all material respects, with the types of 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, 2021.

Report on Internal Control Over Compliance

Management of the Authority 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 Authority'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 Authority'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 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.

Purpose of this Report

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.

TBD
Toms River, New Jersey

SUPPLEMENTARY INFORMATION

AUDIT DRAFT

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021**

<u>Federal Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Grant Expenditures</u>
U.S. Department of Housing and Urban Development:		
Housing Voucher Cluster		
Section 8 Housing Choice Vouchers	14.871	\$ 34,725,820
Section 8 Housing Choice Vouchers - CARES Act Funding	14.HCC	<u>1,783,923</u>
Total Housing Voucher Cluster		36,509,743
Section 8 Project-Based Cluster		
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249	<u>247,225</u>
Total Section 8 Project-Based Cluster		247,225
Emergency Housing Vouchers	14.EHV	22,800
Family Self Sufficiency Program	14.896	<u>79,730</u>
Subtotal United States Department of Housing and Urban Development - Direct Programs		36,859,498
U.S. Department of Housing and Urban Development - Pass Through Programs:		
County of Alameda:		
Shelter Plus Care	14.238	<u>452,275</u>
Subtotal Pass Through Programs - County of Alameda		452,275
Subtotal U.S. Department of Housing and Urban Development - Pass Through Programs:		<u>452,275</u>
Total Expenditures of Federal Awards		\$ <u><u>37,311,773</u></u>

See Notes to Schedule of Expenditures of Federal Awards.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021**

NOTE 1. BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of the Authority under programs of the federal government for the year ended June 30, 2021. The information in the 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* (Uniform Guidance). Because the Schedule presents only a selected portion of 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. Therefore, some amounts presented in the Schedule may differ from amounts presented in, or used in the preparation of the financial statements.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3. INDIRECT COST RATE

The Authority has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

AUDIT DRAFT

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

I. Summary of Auditors' Results

Financial Statement Section

- | | | |
|----|---|---------------|
| 1. | Type of auditors' report issued: | Unmodified |
| 2. | Internal control over financial reporting | |
| | a. Material weakness(es) identified? | No |
| | b. Significant deficiency(ies) identified? | None Reported |
| 3. | Noncompliance material to the financial statements? | No |

Federal Awards Section

- | | | |
|----|--|---|
| 1. | Internal control over compliance: | |
| | a. Material weakness(es) identified? | No |
| | b. Significant deficiency(ies) identified? | None reported |
| 2. | Type of auditors' report on compliance for major programs: | Unmodified |
| 3. | Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | No |
| 4. | Identification of major programs: | |
| | <u>CFDA Number</u> | <u>Name of Federal Program</u> |
| | 14.871 | Housing Voucher Cluster: |
| | 14.HCC | Section 8 Housing Choice Vouchers |
| | | Section 8 Housing Choice Vouchers - CARES Act Funding |
| 5. | Dollar threshold used to distinguish between Type A and Type B Programs: | \$1,119,353 |
| 6. | Auditee qualified as low-risk Auditee? | Yes |

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
FOR THE YEAR ENDED JUNE 30, 2021**

II. Financial Statement Findings

There were no findings relating to the financial statements which are required to be reported in accordance with *Government Auditing Standards*.

III. Federal Award Findings and Questioned Costs

There were no findings or questions costs relating to federal awards.

IV. Schedule of Prior Year Audit Findings

Observation: Significant adjustments were required to be made to the year-end general ledger in order to conform the financial statements to accounting principles generally accepted in the United States of America ("U.S. GAAP"). Several adjustments were required to accounts receivable, accrued liabilities, revenue, and expenses to conform the financial statements to U.S. GAAP.

Status: The finding has been cleared.

AUDIT DRAFT

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
REQUIRED PENSION INFORMATION
FOR THE YEAR ENDED JUNE 30, 2021**

SCHEDULE OF THE AUTHORITY'S PENSION PLAN CONTRIBUTIONS***

	June 30, <u>2015</u>	June 30, <u>2016</u>	June 30, <u>2017</u>	June 30, <u>2018</u>	June 30, <u>2019</u>	June 30, <u>2020</u>	June 30, <u>2021</u>
Actuarially determined contribution	\$ 300,316	\$ 1,393,004	\$ 1,322,171	\$ 336,127	\$ 381,431	\$ 436,954	\$ 549,515
Contributions in relation to the contractually required contribution	<u>1,393,004</u>	<u>1,393,004</u>	<u>1,322,171</u>	<u>336,127</u>	<u>381,431</u>	<u>436,954</u>	<u>1,549,515</u>
(Over) / under funded	<u>\$(1,092,688)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$(1,000,000)</u>
Authority's covered-employee payroll	<u>\$ 2,717,587</u>	<u>\$ 2,717,587</u>	<u>\$ 2,752,784</u>	<u>\$ 3,906,839</u>	<u>\$ 4,030,351</u>	<u>\$ 3,464,574</u>	<u>\$ 5,232,709</u>
Contributions as a percentage of covered employee payroll	<u>51.26 %</u>	<u>51.26 %</u>	<u>48.03 %</u>	<u>8.60 %</u>	<u>9.46 %</u>	<u>12.61 %</u>	<u>29.61 %</u>

SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE OF NET PENSION LIABILITY FOR THE LAST TEN FISCAL YEARS***

Measurement Date	June 30, <u>2015</u>	June 30, <u>2016</u>	June 30, <u>2017</u>	June 30, <u>2018</u>	June 30, <u>2019</u>	June 30, <u>2020</u>	June 30, <u>2021</u>
Authority's proportion of the net pension liability	<u>0.0301 %</u>	<u>0.0270 %</u>	<u>0.0195 %</u>	<u>0.0214 %</u>	<u>0.0211 %</u>	<u>0.0240 %</u>	<u>0.0173 %</u>
Authority's proportionate share of the net pension liability	<u>\$ 1,871,494</u>	<u>\$ 1,854,640</u>	<u>\$ 1,684,952</u>	<u>\$ 2,127,040</u>	<u>\$ 2,032,192</u>	<u>\$ 2,454,725</u>	<u>\$ 1,884,641</u>
Authority's covered-employee payroll	<u>\$ 2,717,587</u>	<u>\$ 3,634,051</u>	<u>\$ 2,752,784</u>	<u>\$ 3,906,839</u>	<u>\$ 4,030,351</u>	<u>\$ 3,464,574</u>	<u>\$ 5,232,709</u>
Authority's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	<u>68.87 %</u>	<u>51.04 %</u>	<u>61.21 %</u>	<u>54.44 %</u>	<u>50.42 %</u>	<u>70.85 %</u>	<u>36.02 %</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>83.00 %</u>	<u>107.30 %</u>	<u>88.01 %</u>	<u>75.39 %</u>	<u>88.05 %</u>	<u>75.30 %</u>	<u>90.52 %</u>

*** = 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.

See report of independent auditors.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
REQUIRED OTHER POST EMPLOYMENT BENEFIT INFORMATION
FOR THE YEAR ENDED JUNE 30, 2021**

SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY (ASSET) AND RELATED RATIOS***

	June 30, <u>2018</u>	June 30, <u>2019</u>	June 30, <u>2020</u>	June 30, <u>2021</u>
Total OPEB Liability:				
Service cost	\$ 162,835	\$ 56,590	\$ 56,628	\$ 59,460
Interest	74,812	89,980	70,891	76,779
Differences between expected and actual experience	(3,275)	(348,070)	(2,338)	(161,314)
Changes of assumptions	(1,482,802)	(17,137)	-	(41,226)
Benefit payments, including refunds of employee contributions	<u>(30,448)</u>	<u>(38,634)</u>	<u>(48,803)</u>	<u>(45,387)</u>
Net change in total OPEB liability	<u>(1,278,878)</u>	<u>(257,271)</u>	<u>76,378</u>	<u>(111,688)</u>
Plan fiduciary net position - beginning	<u>2,477,261</u>	<u>1,198,383</u>	<u>941,112</u>	<u>1,017,490</u>
Plan fiduciary net position - ending	<u>\$ 1,198,383</u>	<u>\$ 941,112</u>	<u>\$ 1,017,490</u>	<u>\$ 905,802</u>
Plan Fiduciary Net Position:				
Contributions - employer	\$ 1,012,388	\$ 38,634	\$ 124,079	\$ 45,387
Net investment income (loss)	(6,213)	76,420	68,342	42,246
Benefit payments, including refunds of employee contributions	(30,448)	(38,634)	(48,803)	(45,387)
Administrative expense	<u>(5)</u>	<u>(520)</u>	<u>(240)</u>	<u>(584)</u>
Net change in plan fiduciary net position	975,722	75,900	143,378	41,662
Plan fiduciary net position - beginning	<u>-</u>	<u>975,722</u>	<u>1,051,622</u>	<u>1,195,000</u>
Plan fiduciary net position - ending	<u>\$ 975,722</u>	<u>\$ 1,051,622</u>	<u>\$ 1,195,000</u>	<u>\$ 1,236,662</u>
Authority's net OPEB liability (asset)	<u>\$ 222,661</u>	<u>\$ (110,510)</u>	<u>\$ (177,510)</u>	<u>\$ (330,860)</u>
Plan fiduciary net position as a percentage of the total OPEB liability (asset)	81.42 %	111.74 %	117.45 %	137.00 %
Covered payroll	<u>\$ 3,906,839</u>	<u>\$ 4,030,351</u>	<u>\$ 3,464,574</u>	<u>\$ 5,232,709</u>
Authority's net OPEB liability (asset) as a percentage of its covered-employee payroll	5.70 %	(2.74)%	(5.12)%	(6.32)%

*** = 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.

See report of independent auditors.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
REQUIRED OTHER POST EMPLOYMENT BENEFIT INFORMATION
FOR THE YEAR ENDED JUNE 30, 2021**

SCHEDULE OF THE AUTHORITY'S OPEB PLAN CONTRIBUTIONS***

	June 30, <u>2018</u>	June 30, <u>2019</u>	June 30, <u>2020</u>	June 30, <u>2021</u>
Actuarially determined contribution	\$ 128,377	\$ 78,605	\$ 60,751	\$ 63,789
Contributions in relation to the contractually required contribution	<u>(1,012,388)</u>	<u>(38,634)</u>	<u>(124,079)</u>	<u>(45,387)</u>
(Over) / under funded	<u>\$ (884,011)</u>	<u>\$ 39,971</u>	<u>\$ (63,328)</u>	<u>\$ 109,176</u>
Authority's covered-employee payroll	<u>\$ 3,906,839</u>	<u>\$ 4,030,351</u>	<u>\$ 3,464,574</u>	<u>\$ 5,232,709</u>
Contributions as a percentage of covered employee payroll	<u>(25.91)%</u>	<u>(0.96)%</u>	<u>(3.58)%</u>	<u>(0.87)%</u>

*** = 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.

AUDIT DRAFT

Alameda Housing Authority													
Financial Data Schedule (FDS)													
June 30, 2021													
Line Item #	Account Description	14.871 HOUSING CHOICE VOUCHERS	2 STATE LOCAL	14.249 SECTION 8 MODERATE REHABILITATION SINGLE ROOM OCCUPANCY	14.896 PIH FAMILY SELF-SUFFICIENCY PROGRAM	14.238 SHELTER PLUS CARE	14. HCC HCV CARES ACT FUNDING	14. EHV EMERGENCY HOUSING VOUCHER	6.2 COMPONENT UNIT BLENDED	DISCRETELY PRESENTED COMPONENT UNIT	5 FIDUCIARY	ELIM	TOTAL
ASSETS:													
CURRENT ASSETS:													
Cash:													
111	Cash - unrestricted	\$ 930,615	\$ 26,614,088	\$ 73,126	\$ 17,525	\$ -	\$ -	\$ 22,701	\$ 3,022,763	\$ 2,980,664	\$ -	\$ -	\$ 33,661,482
112	Cash - restricted - modernization and development	-	-	-	-	-	-	99,750	-	-	-	-	99,750
113	Cash - other restricted	136,695	1,154,585	-	-	-	-	-	442,627	352,730	-	-	2,086,637
114	Cash - tenant security deposits	-	245,943	-	-	-	-	-	224,821	45,774	-	-	516,538
115	Cash - restricted for payment of current liabilities	-	-	-	-	-	-	-	-	-	-	-	-
100	Total cash	1,067,310	28,014,616	73,126	17,525	-	-	122,451	3,690,211	3,379,168	-	-	36,364,407
Accounts and notes receivables:													
121	Accounts receivable - PHA projects	159,630	-	-	-	-	-	-	-	-	-	-	159,630
122	Accounts receivable - HUD other projects	13,191	-	-	5,760	-	-	-	-	-	-	-	18,951
124	Accounts receivable - other government	-	1,336,819	-	-	122,007	-	-	23,443	-	-	-	1,482,269
125	Accounts receivable - miscellaneous	130,384	-	-	-	-	-	-	-	70,367	-	-	200,751
126	Accounts receivable- tenants	-	305,227	-	-	-	-	-	46,483	-	-	-	351,710
126.1	Allowance for doubtful accounts - tenants	-	(91,303)	-	-	-	-	-	(31,115)	-	-	-	(122,418)
126.2	Allowance for doubtful accounts - other	-	-	-	-	-	-	-	-	-	-	-	-
127	Notes, loans, & mortgages receivable- current	-	50,480,919	-	-	-	-	-	-	-	-	(50,480,919)	-
128	Fraud recovery	7,728	21,834	-	-	-	-	-	-	-	-	-	29,562
128.1	Allowance for doubtful accounts - fraud	(7,728)	(21,109)	-	-	-	-	-	-	-	-	-	(28,837)
129	Accrued interest receivable	1	9,506	-	-	-	-	-	-	-	-	-	9,507
120	Total receivables, net of allowances for doubtful accounts	303,206	52,041,893	-	5,760	122,007	-	-	38,811	70,367	-	(50,480,919)	2,101,125
Current investments													
131	Investments - unrestricted	-	-	-	-	-	-	-	-	-	1,576,348	-	1,576,348
132	Investments - restricted	-	-	-	-	-	-	-	-	-	-	-	-
135	Investments - restricted for payment of current liability	-	-	-	-	-	-	-	-	-	-	-	-
142	Prepaid expenses and other assets	1,855	247,049	-	-	-	-	-	84,576	32,102	-	-	365,582
143	Inventories	-	-	-	-	-	-	-	-	-	-	-	-
143.1	Allowance for obsolete inventories	-	-	-	-	-	-	-	-	-	-	-	-
144	Interprogram - due from	-	763,612	-	-	-	-	-	-	-	-	(763,612)	-
145	Assets held for sale	-	-	-	-	-	-	-	-	-	-	-	-
150	TOTAL CURRENT ASSETS	1,372,371	81,067,170	73,126	23,285	122,007	-	122,451	3,813,598	3,481,637	1,576,348	(51,244,531)	40,407,462
NONCURRENT ASSETS:													
Fixed assets:													
161	Land	-	56,059,854	-	-	-	-	-	2,159,925	2,342,066	-	-	60,561,845
162	Buildings	-	17,386,802	-	-	-	-	-	14,974,323	26,398,949	-	-	58,760,074
163	Furniture, equipment & machinery - dwellings	-	250,282	-	-	-	-	-	65,563	512,067	-	-	827,912
164	Furniture, equipment & machinery - administration	41,744	67,426	-	-	-	-	-	-	-	-	-	109,170
165	Leasehold improvements	5,684	8,162,472	-	-	-	-	-	6,598,309	-	-	-	14,766,465
166	Accumulated depreciation	(37,835)	(17,650,212)	-	-	-	-	-	(13,319,296)	(2,044,442)	-	-	(33,051,785)
167	Construction in Progress	-	496,619	-	-	-	-	-	28,142	6,517,307	-	-	7,042,068
168	Infrastructure	-	-	-	-	-	-	-	-	-	-	-	-
160	Total fixed assets, net of accumulated depreciation	9,593	64,773,243	-	-	-	-	-	10,506,966	33,725,947	-	-	109,015,749
Other non-current assets:													
171	Notes, loans and mortgages receivable - non-current	-	50,750,678	-	-	-	-	-	-	-	-	-	50,750,678
172	Notes, loans and mortgages receivable-non-current - past due	-	-	-	-	-	-	-	-	-	-	-	-
173	Grants receivable - non-current	-	-	-	-	-	-	-	-	-	-	-	-
174	Other assets	86,027	205,131	-	3,308	-	-	-	36,394	19,185,657	-	-	19,516,517
176	Investment in joint ventures	-	-	-	-	-	-	-	-	-	-	-	-
180	TOTAL NONCURRENT ASSETS	95,620	115,729,052	-	3,308	-	-	-	10,543,360	52,911,604	-	-	179,282,944
200	Deferred Outflow of Resources	419,700	1,000,826	-	16,143	-	-	-	177,566	-	-	-	1,614,235
290	TOTAL ASSETS AND DEFERRED OUTFLOW OF RESOURCES	\$ 1,887,691	\$ 197,797,048	\$ 73,126	\$ 42,736	\$ 122,007	\$ -	\$ 122,451	\$ 14,534,524	\$ 56,393,241	\$ 1,576,348	\$ (51,244,531)	\$ 221,304,641

Alameda Housing Authority													
Financial Data Schedule (FDS)													
June 30, 2021													
Line Item #	Account Description	14.871 HOUSING CHOICE VOUCHERS	2 STATE LOCAL	14.249 SECTION 8 MODERATE REHABILITATION SINGLE ROOM OCCUPANCY	14.896 PIH FAMILY SELF-SUFFICIENCY PROGRAM	14.238 SHELTER PLUS CARE	14. HCC HCV CARES ACT FUNDING	14. EHV EMERGENCY HOUSING VOUCHER	6.2 COMPONENT UNIT BLENDED	DISCRETELY PRESENTED COMPONENT UNIT	5 FIDUCIARY	ELIM	TOTAL
LIABILITIES AND EQUITY:													
Liabilities:													
Current Liabilities:													
311	Bank overdraft	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
312	Accounts payable ≤ 90 days	31,848	488,255	1,842	14	4,438	-	-	69,549	56,611	-	-	652,557
313	Accounts payable > 90 days past due	-	-	-	-	-	-	-	-	-	-	-	-
321	Accrued wage/payroll taxes payable	57,966	82,776	-	-	-	-	-	35,012	-	-	-	175,754
322	Accrued compensated absences - current portion	50,488	76,451	-	-	-	-	-	52,931	-	-	-	179,870
324	Accrued contingency liability	-	-	-	-	-	-	-	-	-	-	-	-
325	Accrued interest payable	-	669,109	-	-	-	-	-	464,113	1,278,154	-	-	2,411,376
331	Accounts payable - HUD PHA programs	-	-	-	-	-	-	-	-	-	-	-	-
332	Accounts payable - PHA projects	-	-	-	-	-	-	-	-	-	-	-	-
333	Accounts payable - other government	-	-	-	-	33,697	-	-	-	-	-	-	33,697
341	Tenant security deposits	-	245,943	-	-	-	-	-	193,380	44,734	-	-	484,057
342	Unearned revenue	39,352	16,372,962	-	-	-	-	99,750	27,644	15,627	-	-	16,555,335
343	Current portion of L-T debt - capital projects	-	4,851,535	-	-	-	-	-	653,574	-	-	-	5,505,109
344	Current portion of L-T debt - operating borrowings	-	-	-	-	-	-	-	-	-	-	-	-
345	Other current liabilities	3,746,553	-	-	-	1	-	-	46,871,061	-	-	(50,480,919)	136,696
346	Accrued liabilities - other	65,306	189,637	-	-	-	-	-	-	306,900	-	-	561,843
347	Interprogram - due to	537,301	141,853	-	-	-	-	-	84,458	-	-	(763,612)	-
310	TOTAL CURRENT LIABILITIES	4,528,814	23,118,521	1,842	14	38,136	-	99,750	48,451,722	1,702,026	-	(51,244,531)	26,696,294
NONCURRENT LIABILITIES:													
351	Long-term debt, net of current - capital projects/mortgage	-	13,884,695	-	-	-	-	-	3,603,893	42,170,253	-	-	59,658,841
352	Long-term debt, net of current - operating borrowings	-	-	-	-	-	-	-	-	-	-	-	-
353	Non-current liabilities - other	-	-	-	-	-	-	-	-	-	-	-	-
354	Accrued compensated absences - noncurrent	43,801	57,802	-	-	-	-	-	-	1,618,236	-	-	1,618,236
355	Loan Liability - Non Current	-	-	-	-	-	-	-	-	-	-	-	101,603
356	FASB 5 Liabilities	-	-	-	-	-	-	-	-	-	-	-	-
357	Accrued pension and OPEB liabilities	523,319	1,119,791	-	20,127	-	-	-	221,404	-	-	-	1,884,641
350	TOTAL NONCURRENT LIABILITIES	567,120	15,062,288	-	20,127	-	-	-	3,825,297	43,788,489	-	-	63,263,321
300	TOTAL LIABILITIES	5,095,934	38,180,809	1,842	20,141	38,136	-	99,750	52,277,019	45,490,515	-	(51,244,531)	89,959,615
400	Deferred Inflow of Resources	465,290	1,109,537	-	17,896	-	-	-	196,854	-	-	-	1,789,577
EQUITY:													
508.4	Net Investment in Capital Assets	9,593	46,032,013	-	-	-	-	-	6,249,499	(8,444,306)	-	-	43,851,799
511.4	Restricted Net Position	-	1,184,585	-	-	-	-	-	442,627	352,730	-	-	1,949,942
512.4	Unrestricted Net Position	(3,683,126)	117,315,104	71,284	4,699	83,871	-	22,701	(44,631,475)	18,994,302	1,576,348	-	83,753,708
513	TOTAL EQUITY	(3,673,533)	158,506,702	71,284	4,699	83,871	-	22,701	(37,939,349)	10,902,726	1,576,348	-	129,555,449
600	TOTAL LIABILITIES, DEFERRED INFLOWS AND EQUITY	\$ 1,887,691	\$ 197,797,048	\$ 73,126	\$ 42,736	\$ 122,007	\$ -	\$ 122,451	\$ 14,534,524	\$ 56,393,241	\$ 1,576,348	\$ (51,244,531)	\$ 221,304,641
Proof of concept													

Alameda Housing Authority													
Financial Data Schedule (FDS)													
June 30, 2021													
Line Item #	Account Description	14.871 HOUSING CHOICE VOUCHERS	2 STATE LOCAL	14.249 SECTION 8 MODERATE REHABILITATION SINGLE ROOM OCCUPANCY	14.896 PIH FAMILY SELF-SUFFICIENCY PROGRAM	14.238 SHELTER PLUS CARE	14. HCC HCV CARES ACT FUNDING	14. EHV EMERGENCY HOUSING VOUCHER	6.2 COMPONENT UNIT BLENDED	DISCRETELY PRESENTED COMPONENT UNIT	5 FIDUCIARY	ELIM	TOTAL
REVENUE:													
70300	Net tenant rental revenue	\$ -	\$ 1,750,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,042,605	\$ -	\$ -	\$ -	\$ 3,793,517
70400	Tenant revenue - other	-	172,769	-	-	-	-	-	23,537	1,170,690	-	-	1,366,996
70500	Total tenant revenue	-	1,923,681	-	-	-	-	-	2,066,142	1,170,690	-	-	5,160,513
70600	HUD PHA grants	33,656,624	-	247,225	79,730	-	1,783,923	22,800	-	-	-	-	35,790,302
70610	Capital grants	-	-	-	-	-	-	-	-	-	-	-	-
70710	Management fee	-	-	-	-	-	-	-	-	-	-	-	-
70720	Asset management fee	-	-	-	-	-	-	-	-	-	-	-	-
70730	Book keeping fee	-	-	-	-	-	-	-	-	-	-	-	-
70750	Other fees	-	-	-	-	-	-	-	-	-	-	-	-
70800	Other government grants	-	11,117,174	-	-	452,275	-	-	3,763,718	-	-	(8,197,594)	7,135,573
71100	Investment income - unrestricted	8	163,371	-	-	-	-	-	156	-	340,154	-	503,689
71200	Mortgage interest income	-	-	-	-	-	-	-	-	-	-	-	-
71300	Proceeds from disposition of assets held for sale	-	-	-	-	-	-	-	-	-	-	-	-
71301	Cost of sale of assets	-	-	-	-	-	-	-	-	-	-	-	-
71400	Fraud recovery	3,088	29	-	-	-	-	-	-	-	-	-	3,117
71500	Other revenue	455,326	444,259	-	2,345	-	-	-	24,746	17,650	-	-	944,326
71600	Gain or loss on sale of fixed assets	-	(490,616)	-	-	-	-	-	-	-	-	-	(490,616)
72000	Investment income - restricted	-	-	-	-	-	-	-	-	-	-	-	-
70000	TOTAL REVENUE	34,115,046	13,157,898	247,225	82,075	452,275	1,783,923	22,800	5,854,762	1,188,340	340,154	(8,197,594)	49,046,904
EXPENSES:													
Administrative													
91100	Administrative salaries	1,213,951	2,318,651	46,895	57,953	34,255	401,633	-	644,052	94,131	-	-	4,811,521
91200	Auditing fees	16,013	36,362	300	-	-	-	-	13,775	-	-	-	66,450
91300	Outside management fees	-	202,276	-	-	-	-	-	32,218	38,090	-	-	272,584
91310	Book-keeping fee	-	-	-	-	-	-	-	-	-	-	-	-
91400	Advertising and marketing	-	-	-	-	-	-	-	-	-	-	-	-
91500	Employee benefit contributions- administrative	631,695	995,343	-	25,847	-	-	-	232,560	24,870	-	-	1,910,315
91600	Office expenses	329,931	719,028	-	-	-	18,862	-	258,320	113,516	468	-	1,440,125
91700	Legal expenses	108,412	212,833	-	-	-	-	-	71,625	94,840	-	-	487,710
91800	Travel	3,770	11,662	-	-	-	-	-	6,844	-	-	-	22,276
91810	Allocated overhead	-	-	-	-	-	-	-	-	-	-	-	-
91900	Other	35,549	671	270	-	-	-	-	4,125	-	-	-	40,615
	Total administrative	2,339,321	4,496,826	47,465	83,800	34,255	420,495	-	1,263,519	365,447	468	-	9,051,596
92000	Asset Management Fee	-	-	-	-	-	-	-	-	10,610	-	-	10,610
Tenant services													
92100	Tenant services - salaries	-	194,085	-	-	-	-	-	121,164	-	-	-	315,249
92200	Relocation costs	-	-	-	-	-	-	-	6,902	-	-	-	6,902
92300	Employee benefit contributions- tenant services	2,026	24,683	-	-	-	-	-	42,030	-	-	-	68,739
92400	Tenant services - other	-	137,327	-	1,428	-	-	-	86,583	-	-	-	225,338
	Total tenant services	2,026	356,095	-	1,428	-	-	-	256,679	-	-	-	616,228

Alameda Housing Authority													
Financial Data Schedule (FDS)													
June 30, 2021													
Line Item #	Account Description	14.871 HOUSING CHOICE VOUCHERS	2 STATE LOCAL	14.249 SECTION 8 MODERATE REHABILITATION SINGLE ROOM OCCUPANCY	14.896 PIH FAMILY SELF-SUFFICIENCY PROGRAM	14.238 SHELTER PLUS CARE	14. HCC HCV CARES ACT FUNDING	14. EHV EMERGENCY HOUSING VOUCHER	6.2 COMPONENT UNIT BLENDED	DISCRETELY PRESENTED COMPONENT UNIT	5 FIDUCIARY	ELIM	TOTAL
	Utilities												
93100	Water	2,172	166,495	-	-	-	-	-	111,017	19,669	-	-	299,353
93200	Electricity	3,884	26,855	-	-	-	-	-	85,127	23,129	-	-	138,995
93300	Gas	458	(9,730)	-	-	-	-	-	26,406	429	-	-	17,563
93400	Fuel	357	-	-	-	-	-	-	-	-	-	-	357
93500	Labor	-	-	-	-	-	-	-	-	-	-	-	-
93600	Sewer	-	69,731	-	-	-	-	-	42,390	-	-	-	112,121
93700	Employee benefit contributions- utilities	-	-	-	-	-	-	-	-	-	-	-	-
290	Other utilities expense	1,462	312,249	-	-	-	-	-	75	-	-	-	313,786
	Total utilities	8,333	565,600	-	-	-	-	-	265,015	43,227	-	-	882,175
	Ordinary maintenance & operation												
94100	Ordinary maintenance and operations - labor	4,852	291,493	-	-	-	591	-	386,508	39,735	-	-	723,179
94200	Ordinary maintenance and operations - materials & other	4,065	115,057	-	-	-	-	-	69,969	-	-	-	189,091
94300	Ordinary maintenance and operations - contract costs	14,165	338,988	-	-	-	-	-	575,899	80,481	-	-	1,009,533
94500	Employee benefit contributions- ordinary maintenance	1,608	125,926	-	-	-	-	-	165,549	-	-	-	293,083
	Total ordinary maintenance	24,690	871,464	-	-	-	591	-	1,197,925	120,216	-	-	2,214,886
	Protective services												
95100	Protective services - labor	-	-	-	-	-	-	-	-	-	-	-	-
95200	Protective services- other contract costs	70,539	163,430	-	-	-	-	-	91,342	-	-	-	325,311
95300	Protective services - other	-	-	-	-	-	-	-	-	-	-	-	-
95500	Employee benefit contributions- protective services	-	-	-	-	-	-	-	-	-	-	-	-
	Total protective services	70,539	163,430	-	-	-	-	-	91,342	-	-	-	325,311
	General expenses												
96100	Insurance premiums	53,258	175,924	-	346	-	-	-	89,979	40,494	-	-	360,001
96200	Other general expenses	66,070	128,222	-	-	-	-	99	83,944	151,781	-	-	430,116
96210	Compensated absences	-	-	-	-	-	-	-	-	-	-	-	-
96300	Payments in lieu of taxes	-	-	-	-	-	-	-	-	-	-	-	-
96400	Bad debt - tenant rents	-	24,500	-	-	-	-	-	21,483	-	-	-	45,983
96500	Bad debt- mortgages	-	-	-	-	-	-	-	-	-	-	-	-
96600	Bad debt - other	-	-	-	-	-	-	-	-	-	-	-	-
96700	Interest expense	-	-	-	-	-	-	-	-	-	-	-	-
96710	Interest of Mortgage (or Bonds) Payable	-	813,569	-	-	-	-	-	178,316	-	-	-	991,885
96720	Interest on Notes Payable (Short and Long Term)	-	-	-	-	-	-	-	-	654,507	-	-	654,507
96800	Severance expense	-	-	-	-	-	-	-	-	-	-	-	-
	Total general expenses	119,328	1,142,215	-	346	-	-	99	373,722	846,782	-	-	2,482,492
96900	TOTAL OPERATING EXPENSES	2,564,237	7,595,630	47,465	85,574	34,255	421,086	99	3,448,202	1,386,282	468	-	15,583,298
97000	EXCESS OPERATING REVENUE OVER OPERATING EXPENSES	31,550,809	5,562,268	199,760	(3,499)	418,020	1,362,837	22,701	2,406,560	(197,942)	339,686	(8,197,594)	33,463,606
97100	Extraordinary maintenance	-	-	-	-	-	-	-	-	-	-	-	-
97200	Casualty losses - non capitalized	-	-	-	-	-	-	-	-	-	-	-	-
97300	Housing assistance payments	31,779,552	-	200,030	-	418,155	1,362,837	-	-	-	-	(8,197,594)	25,562,980
97350	HAP Portability - in	381,388	-	-	-	-	-	-	-	-	-	-	381,388
97400	Depreciation expense	643	887,419	-	-	-	-	-	792,780	854,662	-	-	2,535,504
97500	Fraud losses	-	-	-	-	-	-	-	-	-	-	-	-
97800	Dwelling units rent expense	-	-	-	-	-	-	-	-	-	-	-	-
90000	TOTAL EXPENSES	34,725,820	8,483,049	247,495	85,574	452,410	1,783,923	99	4,240,982	2,240,944	468	(8,197,594)	44,063,170

Alameda Housing Authority													
Financial Data Schedule (FDS)													
June 30, 2021													
Line Item #	Account Description	14.871 HOUSING VOUCHERS	2 STATE LOCAL	14.249 SECTION 8 MODERATE REHABILITATION SINGLE ROOM OCCUPANCY	14.896 PIH FAMILY SELF-SUFFICIENCY PROGRAM	14.238 SHELTER PLUS CARE	14. HCC HCV CARES ACT FUNDING	14. EHV EMERGENCY HOUSING VOUCHER	6.2 COMPONENT UNIT BLENDED	DISCRETELY PRESENTED COMPONENT UNIT	5 FIDUCIARY	ELIM	TOTAL
OTHER FINANCING SOURCES (USES)													
10010	Operating transfers in	-	-	-	-	-	-	-	-	-	-	-	-
10020	Operating transfers out	-	-	-	-	-	-	-	-	-	-	-	-
10030	Operating transfers from/to primary government	-	-	-	-	-	-	-	-	-	-	-	-
10040	Operating transfers from/to component unit	-	3,860,098	-	-	-	-	-	-	(3,860,098)	-	-	-
10070	Extraordinary items, net gain/loss	-	73,750	-	-	-	-	-	-	-	-	-	73,750
10080	Special items (net gain/loss)	-	-	-	-	-	-	-	-	1,945,532	-	-	1,945,532
10091	Inter Project excess cash transfer in	-	-	-	-	-	-	-	-	-	-	-	-
10092	Inter Project excess cash transfer out	-	-	-	-	-	-	-	-	-	-	-	-
10093	Transfers between program and project in	-	-	-	-	-	-	-	-	-	-	-	-
10094	Transfers between program and project out	-	-	-	-	-	-	-	-	-	-	-	-
10100	TOTAL OTHER FINANCING SOURCES (USES)	-	3,933,848	-	-	-	-	-	-	(1,914,566)	-	-	2,019,282
10000	EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES	(610,774)	8,608,697	(270)	(3,499)	(135)	-	22,701	1,613,780	(2,967,170)	339,686	-	7,003,016
MEMO ACCOUNT INFORMATION:													
11020	Required annual debt principal payments	-	-	-	-	-	-	-	-	-	-	-	-
11030	Beginning equity	(3,062,759)	149,898,005	71,554	8,198	84,006	-	-	(39,553,129)	13,869,896	1,236,662	-	122,552,433
11040	Prior period adjustments and equity transfers	-	-	-	-	-	-	-	-	-	-	-	-
11170	Administrative fee equity	-	-	-	-	-	-	-	-	-	-	-	-
11180	Housing assistance payments equity	-	-	-	-	-	-	-	-	-	-	-	-
11190	Unit months available	22,140	3,336	-	-	-	-	-	3,432	-	-	-	28,908
11210	Number of unit months leased	18,094	3,107	-	-	-	-	-	3,297	-	-	-	24,498
11620	Building Purchases - CFP	-	-	-	-	-	-	-	-	-	-	-	-
Equity Roll Forward Test:													
	Calculation from R/E Statement	\$ (3,673,533)	\$ 158,506,702	\$ 71,284	\$ 4,699	\$ 83,871	\$ -	\$ 22,701	\$ (37,939,349)	\$ 10,902,726	\$ 1,576,348	\$ -	\$ 129,555,449
	B/S Line 513	\$ (3,673,533)	\$ 158,506,702	\$ 71,284	\$ 4,699	\$ 83,871	\$ -	\$ 22,701	\$ (37,939,349)	\$ 10,902,726	\$ 1,576,348	\$ -	\$ 129,555,449
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
111 HCV CASH - UNRESTRICTED	929,024.00	0.00	1,591.00	930,615.00		0.00	0
111 SL CASH - UNRESTRICTED	8,965,084.00	0.00	17,649,004.00	26,614,088.00		0.00	0
111 MODREHAB Cash - Unrestricted	73,126.00	0.00	0.00	73,126.00		0.00	0
111 14.896PFS-SP CASH - UNRESTRICTED	17,525.00	0.00	0.00	17,525.00		0.00	0
111 EHV Cash - Unrestricted	22,701.00	0.00	0.00	22,701.00		0.00	0
111 CUB Cash - Unrestricted	3,022,763.00	0.00	0.00	3,022,763.00		0.00	0
PRIMARY GOVERNMENT	13,030,223.00	0.00	17,650,595.00	30,680,818.00		0.00	0
111 Cash - Unrestricted	16,010,887.00	0.00	17,650,595.00	33,661,482.00		0.00	0
112 EHV Cash - Restricted - Modernization and Development	99,750.00	0.00	0.00	99,750.00		0.00	0
112 Cash - Restricted - Modernization and Development	99,750.00	0.00	0.00	99,750.00		0.00	0
113 HCV CASH - OTHER RESTRICTED	136,695.00	0.00	0.00	136,695.00		0.00	0
113 SL CASH - OTHER RESTRICTED	1,154,585.00	0.00	0.00	1,154,585.00		0.00	0
113 CUB Cash - Other Restricted	442,627.00	0.00	0.00	442,627.00		0.00	0
PRIMARY GOVERNMENT	1,733,907.00	0.00	0.00	1,733,907.00		0.00	0
113 DPCU CASH - OTHER RESTRICTED	352,730.00	0.00	0.00	352,730.00		0.00	0
113 Cash - Other Restricted	2,086,637.00	0.00	0.00	2,086,637.00		0.00	0
114 SL CASH - TENANT SECURITY DEPOSITS	245,943.00	0.00	0.00	245,943.00		0.00	0
114 CUB Cash - Tenant Security Deposits	224,821.00	0.00	0.00	224,821.00		0.00	0
PRIMARY GOVERNMENT	470,764.00	0.00	0.00	470,764.00		0.00	0
114 DPCU CASH - TENANT SECURITY DEPOSITS	45,774.00	0.00	0.00	45,774.00		0.00	0
114 Cash - Tenant Security Deposits	516,538.00	0.00	0.00	516,538.00		0.00	0
121 HCV ACCOUNTS RECEIVABLE - PHA PROJECTS	159,630.00	0.00	0.00	159,630.00		0.00	0
121 Accounts Receivable - PHA Projects	159,630.00	0.00	0.00	159,630.00		0.00	0
122 HCV ACCOUNTS RECEIVABLE - HUD OTHER PROJECTS	13,191.00	0.00	0.00	13,191.00		0.00	0
122 14.896PFS-SP ACCOUNTS RECEIVABLE - HUD OTHER PROJECTS	5,760.00	0.00	0.00	5,760.00		0.00	0
PRIMARY GOVERNMENT	18,951.00	0.00	0.00	18,951.00		0.00	0
122 Accounts Receivable - HUD Other Projects	18,951.00	0.00	0.00	18,951.00		0.00	0
124 SL ACCOUNTS RECEIVABLE - OTHER GOVERNMENT	1,336,819.00	0.00	0.00	1,336,819.00		0.00	0
124 SPC ACCOUNTS RECEIVABLE - OTHER GOVERNMENT	122,007.00	0.00	0.00	122,007.00		0.00	0
124 CUB Accounts Receivable - Other Government	23,443.00	0.00	0.00	23,443.00		0.00	0
PRIMARY GOVERNMENT	1,482,269.00	0.00	0.00	1,482,269.00		0.00	0
124 Accounts Receivable - Other Government	1,482,269.00	0.00	0.00	1,482,269.00		0.00	0
125 HCV ACCOUNTS RECEIVABLE - MISCELLANEOUS	130,384.00	0.00	0.00	130,384.00		0.00	0
125 DPCU ACCOUNTS RECEIVABLE - MISCELLANEOUS	70,367.00	0.00	0.00	70,367.00		0.00	0
125 Accounts Receivable - Miscellaneous	200,751.00	0.00	0.00	200,751.00		0.00	0
126 SL ACCOUNTS RECEIVABLE - TENANTS	305,227.00	0.00	0.00	305,227.00		0.00	0
126.1 SL ALLOWANCE FOR DOUBTFUL ACCOUNTS - TENANTS	(91,303.00)	0.00	0.00	(91,303.00)		0.00	0
126 CUB Accounts Receivable - Tenants	46,483.00	0.00	0.00	46,483.00		0.00	0
126.1 CUB Allowance for Doubtful Accounts -Tenants	(31,115.00)	0.00	0.00	(31,115.00)		0.00	0
PRIMARY GOVERNMENT	229,292.00	0.00	0.00	229,292.00		0.00	0
126 Accounts Receivable - Tenants	229,292.00	0.00	0.00	229,292.00		0.00	0
127 SL NOTES, LOANS, & MORTGAGES RECEIVABLE - CURRENT	50,480,919.00	0.00	0.00	50,480,919.00		0.00	0
127 ELIM NOTES, LOANS, & MORTGAGES RECEIVABLE - CURRENT	(50,480,919.00)	0.00	0.00	(50,480,919.00)		0.00	0
PRIMARY GOVERNMENT	0.00	0.00	0.00	0.00		0.00	0
127 Notes, Loans, & Mortgages Receivable - Current	0.00	0.00	0.00	0.00		0.00	0
128 HCV FRAUD RECOVERY	7,728.00	0.00	0.00	7,728.00		0.00	0
128.1 HCV ALLOWANCE FOR DOUBTFUL ACCOUNTS - FRAUD	(7,728.00)	0.00	0.00	(7,728.00)		0.00	0

3/8/2022
5:31 PM

Prepared by CD1 1/17/2022	Reviewed by JB1 1/27/2022	1st Partner RL 3/3/2022
2nd Partner	Reviewed by	

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
128 SL FRAUD RECOVERY	21,834.00	0.00	0.00	21,834.00		0.00	0
128.1 SL ALLOWANCE FOR DOUBTFUL ACCOUNTS - FRAUD	(21,109.00)	0.00	0.00	(21,109.00)		0.00	0
PRIMARY GOVERNMENT	725.00	0.00	0.00	725.00		0.00	0
128 Fraud Recovery	725.00	0.00	0.00	725.00		0.00	0
129 HCV ACCRUED INTEREST RECEIVABLE	1.00	0.00	0.00	1.00		0.00	0
129 SL ACCRUED INTEREST RECEIVABLE	9,506.00	0.00	0.00	9,506.00		0.00	0
PRIMARY GOVERNMENT	9,507.00	0.00	0.00	9,507.00		0.00	0
129 Accrued Interest Receivable	9,507.00	0.00	0.00	9,507.00		0.00	0
131 HCV INVESTMENTS - UNRESTRICTED	1,591.00	0.00	(1,591.00)	0.00		0.00	0
131 SL INVESTMENTS - UNRESTRICTED	17,649,004.00	0.00	(17,649,004.00)	0.00		0.00	0
PRIMARY GOVERNMENT	17,650,595.00	0.00	(17,650,595.00)	0.00		0.00	0
131 5F Investments - Unrestricted	1,577,285.00	0.00	0.00	1,577,285.00		0.00	0
131 Investments - Unrestricted	19,227,880.00	0.00	(17,650,595.00)	1,577,285.00		0.00	0
142 HCV PREPAID EXPENSES AND OTHER ASSETS	1,855.00	0.00	0.00	1,855.00		0.00	0
142 SL PREPAID EXPENSES AND OTHER ASSETS	247,049.00	0.00	0.00	247,049.00		0.00	0
142 CUB Prepaid Expenses and Other Assets	84,576.00	0.00	0.00	84,576.00		0.00	0
PRIMARY GOVERNMENT	333,480.00	0.00	0.00	333,480.00		0.00	0
142 DPCU PREPAID EXPENSES AND OTHER ASSETS	32,102.00	0.00	0.00	32,102.00		0.00	0
142 Prepaid Expenses and Other Assets	365,582.00	0.00	0.00	365,582.00		0.00	0
144 SL INTER PROGRAM DUE FROM	763,612.00	0.00	0.00	763,612.00		0.00	0
144 ELIM INTER PROGRAM DUE FROM	(763,612.00)	0.00	0.00	(763,612.00)		0.00	0
PRIMARY GOVERNMENT	0.00	0.00	0.00	0.00		0.00	0
144 Inter Program Due From	0.00	0.00	0.00	0.00		0.00	0
161 SL LAND	56,059,854.00	0.00	0.00	56,059,854.00		0.00	0
161 CUB Land	2,159,925.00	0.00	0.00	2,159,925.00		0.00	0
PRIMARY GOVERNMENT	58,219,779.00	0.00	0.00	58,219,779.00		0.00	0
161 DPCU LAND	2,342,066.00	0.00	0.00	2,342,066.00		0.00	0
161 Land	60,561,845.00	0.00	0.00	60,561,845.00		0.00	0
162 SL BUILDINGS	17,386,802.00	0.00	0.00	17,386,802.00		0.00	0
162 CUB Buildings	14,974,323.00	0.00	0.00	14,974,323.00		0.00	0
PRIMARY GOVERNMENT	32,361,125.00	0.00	0.00	32,361,125.00		0.00	0
162 DPCU BUILDINGS	26,398,949.00	0.00	0.00	26,398,949.00		0.00	0
162 Buildings	58,760,074.00	0.00	0.00	58,760,074.00		0.00	0
163 SL FURNITURE, EQUIPMENT & MACHINERY - DWELLINGS	250,282.00	0.00	0.00	250,282.00		0.00	0
163 CUB Furniture, Equipment & Machinery - Dwellings	65,563.00	0.00	0.00	65,563.00		0.00	0
PRIMARY GOVERNMENT	315,845.00	0.00	0.00	315,845.00		0.00	0
163 DPCU FURNITURE, EQUIPMENT & MACHINERY - DWELLINGS	512,067.00	0.00	0.00	512,067.00		0.00	0
163 Furniture, Equipment & Machinery - Dwellings	827,912.00	0.00	0.00	827,912.00		0.00	0
164 HCV FURNITURE, EQUIPMENT & MACHINERY - ADMINISTRATION	41,744.00	0.00	0.00	41,744.00		0.00	0
164 SL FURNITURE, EQUIPMENT & MACHINERY - ADMINISTRATION	67,426.00	0.00	0.00	67,426.00		0.00	0
PRIMARY GOVERNMENT	109,170.00	0.00	0.00	109,170.00		0.00	0
164 Furniture, Equipment & Machinery - Administration	109,170.00	0.00	0.00	109,170.00		0.00	0
165 HCV LEASEHOLD IMPROVEMENTS	5,684.00	0.00	0.00	5,684.00		0.00	0
165 SL LEASEHOLD IMPROVEMENTS	8,162,472.00	0.00	0.00	8,162,472.00		0.00	0
165 CUB Leasehold Improvements	6,598,309.00	0.00	0.00	6,598,309.00		0.00	0
PRIMARY GOVERNMENT	14,766,465.00	0.00	0.00	14,766,465.00		0.00	0
165 Leasehold Improvements	14,766,465.00	0.00	0.00	14,766,465.00		0.00	0

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
166 HCV ACCUMULATED DEPRECIATION	(37,835.00)	0.00	0.00	(37,835.00)		0.00	0
166 SL ACCUMULATED DEPRECIATION	(17,650,212.00)	0.00	0.00	(17,650,212.00)		0.00	0
166 CUB Accumulated Depreciation	(13,319,296.00)	0.00	0.00	(13,319,296.00)		0.00	0
PRIMARY GOVERNMENT	(31,007,343.00)	0.00	0.00	(31,007,343.00)		0.00	0
166 DPCU ACCUMULATED DEPRECIATION	(2,044,442.00)	0.00	0.00	(2,044,442.00)		0.00	0
166 Accumulated Depreciation	(33,051,785.00)	0.00	0.00	(33,051,785.00)		0.00	0
167 SL CONSTRUCTION IN PROGRESS	496,619.00	0.00	0.00	496,619.00		0.00	0
167 CUB Construction in Progress	28,142.00	0.00	0.00	28,142.00		0.00	0
PRIMARY GOVERNMENT	524,761.00	0.00	0.00	524,761.00		0.00	0
167 DPCU CONSTRUCTION IN PROGRESS	6,517,307.00	0.00	0.00	6,517,307.00		0.00	0
167 Construction in Progress	7,042,068.00	0.00	0.00	7,042,068.00		0.00	0
171 SL NOTES, LOANS & MORTGAGES RECEIVABLE - NON-CURRENT	49,120,108.00	1,630,570.00	0.00	50,750,678.00		0.00	0
171 Notes, Loans and Mortgages Receivable - Non-Curren	49,120,108.00	1,630,570.00	0.00	50,750,678.00		0.00	0
174 HCV OTHER ASSETS	46,156.00	39,871.00	0.00	86,027.00		0.00	0
174 SL OTHER ASSETS	110,056.00	95,075.00	0.00	205,131.00		0.00	0
174 14.896PFS-SP OTHER ASSETS	1,775.00	1,533.00	0.00	3,308.00		0.00	0
174 CUB Other Assets	19,526.00	16,868.00	0.00	36,394.00		0.00	0
PRIMARY GOVERNMENT	177,513.00	153,347.00	0.00	330,860.00		0.00	0
174 DPCU OTHER ASSETS	19,185,657.00	0.00	0.00	19,185,657.00		0.00	0
174 Other Assets	19,363,170.00	153,347.00	0.00	19,516,517.00		0.00	0
200 HCV DEFERRED OUTFLOW OF RESOURCES	619,077.00	(207,490.00)	(15,315.00)	396,272.00		0.00	0
201 HCV DEFERRED OUTFLOWS - OPEB	0.00	8,113.00	15,315.00	23,428.00		0.00	0
200 SL DEFERRED OUTFLOW OF RESOURCES	1,476,261.00	(494,782.00)	(36,522.00)	944,957.00		0.00	0
201 SL DEFERRED OUTFLOWS - OPEB	0.00	19,347.00	36,522.00	55,869.00		0.00	0
200 14.896PFS-SP DEFERRED OUTFLOW OF RESOURCES	23,811.00	(7,980.00)	(590.00)	15,241.00		0.00	0
201 14.896PFS-SP DEFERRED OUTFLOWS - OPEB	0.00	312.00	590.00	902.00		0.00	0
200 CUB Deferred Outflow of Resources	261,917.00	(87,784.00)	(6,479.00)	167,654.00		0.00	0
201 CUB DEFERRED OUTFLOWS - OPEB	0.00	3,433.00	6,479.00	9,912.00		0.00	0
PRIMARY GOVERNMENT	2,381,066.00	(766,831.00)	0.00	1,614,235.00		0.00	0
200	2,381,066.00	(766,831.00)	0.00	1,614,235.00		0.00	0
312 HCV ACCOUNTS PAYABLE <= 90 DAYS	(31,848.00)	0.00	0.00	(31,848.00)		0.00	0
312 SL ACCOUNTS PAYABLE <= 90 DAYS	(475,602.00)	(12,653.00)	0.00	(488,255.00)		0.00	0
312 MODREHAB Accounts Payable <= 90 Days	(1,842.00)	0.00	0.00	(1,842.00)		0.00	0
312 14.896PFS-SP ACCOUNTS PAYABLE <= 90 DAYS	(14.00)	0.00	0.00	(14.00)		0.00	0
312 SPC ACCOUNTS PAYABLE <= 90 DAYS	(4,438.00)	0.00	0.00	(4,438.00)		0.00	0
312 CUB Accounts Payable <= 90 Days	(69,549.00)	0.00	0.00	(69,549.00)		0.00	0
PRIMARY GOVERNMENT	(583,293.00)	(12,653.00)	0.00	(595,946.00)		0.00	0
312 DPCU ACCOUNTS PAYABLE <= 90 DAYS	(56,611.00)	0.00	0.00	(56,611.00)		0.00	0
312 Accounts Payable <= 90 Days	(639,904.00)	(12,653.00)	0.00	(652,557.00)		0.00	0
321 HCV ACCRUED WAGES/PAYROLL TAXES PAYABLE	(57,966.00)	0.00	0.00	(57,966.00)		0.00	0
321 SL ACCRUED WAGES/PAYROLL TAXES PAYABLE	(82,776.00)	0.00	0.00	(82,776.00)		0.00	0
321 CUB Accrued Wage/Payroll Taxes Payable	(35,012.00)	0.00	0.00	(35,012.00)		0.00	0
PRIMARY GOVERNMENT	(175,754.00)	0.00	0.00	(175,754.00)		0.00	0
321 Accrued Wage/Payroll Taxes Payable	(175,754.00)	0.00	0.00	(175,754.00)		0.00	0
322 HCV ACCRUED COMPENSATED ABSENCES - CURRENT PORTION	(50,488.00)	0.00	0.00	(50,488.00)		0.00	0
322 SL ACCRUED COMPENSATED ABSENCES - CURRENT PORTION	(76,451.00)	0.00	0.00	(76,451.00)		0.00	0
322 CUB Accrued Compensated Absences - Current Portion	(52,931.00)	0.00	0.00	(52,931.00)		0.00	0
PRIMARY GOVERNMENT	(179,870.00)	0.00	0.00	(179,870.00)		0.00	0
322 Accrued Compensated Absences - Current Portion	(179,870.00)	0.00	0.00	(179,870.00)		0.00	0
325 SL ACCRUED INTEREST PAYABLE	(669,109.00)	0.00	0.00	(669,109.00)		0.00	0
325 CUB Accrued Interest Payable	(464,113.00)	0.00	0.00	(464,113.00)		0.00	0
PRIMARY GOVERNMENT	(1,133,222.00)	0.00	0.00	(1,133,222.00)		0.00	0

3/8/2022
5:31 PM

Prepared by CD1 1/17/2022	Reviewed by JB1 1/27/2022	1st Partner RL 3/3/2022
2nd Partner	Reviewed by	

ALA300 - Audit 2021 - Alameda Housing Authority
Year End: June 30, 2021
MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
325 DPCU ACCRUED INTEREST PAYABLE	(1,278,154.00)	0.00	0.00	(1,278,154.00)		0.00	0
325 Accrued Interest Payable	(2,411,376.00)	0.00	0.00	(2,411,376.00)		0.00	0
333 SPC ACCOUNTS PAYABLE - OTHER GOVERNMENT	(33,697.00)	0.00	0.00	(33,697.00)		0.00	0
333 Accounts Payable - Other Government	(33,697.00)	0.00	0.00	(33,697.00)		0.00	0
341 SL TENANT SECURITY DEPOSITS	(245,943.00)	0.00	0.00	(245,943.00)		0.00	0
341 CUB Tenant Security Deposits	(193,380.00)	0.00	0.00	(193,380.00)		0.00	0
PRIMARY GOVERNMENT	(439,323.00)	0.00	0.00	(439,323.00)		0.00	0
341 DPCU TENANT SECURITY DEPOSITS	(44,734.00)	0.00	0.00	(44,734.00)		0.00	0
341 Tenant Security Deposits	(484,057.00)	0.00	0.00	(484,057.00)		0.00	0
342 HCV UNEARNED REVENUE	(39,352.00)	0.00	0.00	(39,352.00)		0.00	0
342 SL UNEARNED REVENUE	(16,372,962.00)	0.00	0.00	(16,372,962.00)		0.00	0
342 EHV Unearned Revenue	(99,750.00)	0.00	0.00	(99,750.00)		0.00	0
342 CUB Unearned Revenue	(27,644.00)	0.00	0.00	(27,644.00)		0.00	0
PRIMARY GOVERNMENT	(16,539,708.00)	0.00	0.00	(16,539,708.00)		0.00	0
342 DPCU UNEARNED REVENUE	(15,627.00)	0.00	0.00	(15,627.00)		0.00	0
342 Deferred Revenues	(16,555,335.00)	0.00	0.00	(16,555,335.00)		0.00	0
343 SL CURRENT PORTION OF LONG-TERM DEBT - CAPITAL	(4,851,535.00)	0.00	0.00	(4,851,535.00)		0.00	0
343 CUB Current Portion of Long-term Debt - Capital Projec	(653,574.00)	0.00	0.00	(653,574.00)		0.00	0
PRIMARY GOVERNMENT	(5,505,109.00)	0.00	0.00	(5,505,109.00)		0.00	0
343 Current Portion of Long-term Debt - Capital Projec	(5,505,109.00)	0.00	0.00	(5,505,109.00)		0.00	0
345 HCV OTHER CURRENT LIABILITIES	(3,746,553.00)	0.00	0.00	(3,746,553.00)		0.00	0
345 SPC OTHER CURRENT LIABILITIES	(1.00)	0.00	0.00	(1.00)		0.00	0
345 CUB Other Current Liabilities	(46,871,061.00)	0.00	0.00	(46,871,061.00)		0.00	0
345 ELIM OTHER CURRENT LIABILITIES	50,480,919.00	0.00	0.00	50,480,919.00		0.00	0
PRIMARY GOVERNMENT	(136,696.00)	0.00	0.00	(136,696.00)		0.00	0
345 Other Current Liabilities	(136,696.00)	0.00	0.00	(136,696.00)		0.00	0
346 HCV ACCRUED LIABILITIES - OTHER	(65,306.00)	0.00	0.00	(65,306.00)		0.00	0
346 SL ACCRUED LIABILITIES - OTHER	(189,637.00)	0.00	0.00	(189,637.00)		0.00	0
PRIMARY GOVERNMENT	(254,943.00)	0.00	0.00	(254,943.00)		0.00	0
346 DPCU ACCRUED LIABILITIES - OTHER	(306,900.00)	0.00	0.00	(306,900.00)		0.00	0
346 Accrued Liabilities - Other	(561,843.00)	0.00	0.00	(561,843.00)		0.00	0
347 HCV INTER PROGRAM DUE TO	(537,301.00)	0.00	0.00	(537,301.00)		0.00	0
347 SL INTER PROGRAM DUE TO	(141,853.00)	0.00	0.00	(141,853.00)		0.00	0
347 CUB Inter Program - Due To	(84,458.00)	0.00	0.00	(84,458.00)		0.00	0
347 ELIM INTER PROGRAM DUE TO	763,612.00	0.00	0.00	763,612.00		0.00	0
PRIMARY GOVERNMENT	0.00	0.00	0.00	0.00		0.00	0
347 Inter Program - Due To	0.00	0.00	0.00	0.00		0.00	0
351 SL LONG-TERM DEBT, NET OF CURRENT - CAPITAL	(13,884,695.00)	0.00	0.00	(13,884,695.00)		0.00	0
351 CUB Long-term Debt, Net of Current - Capital Projects/	(3,603,893.00)	0.00	0.00	(3,603,893.00)		0.00	0
PRIMARY GOVERNMENT	(17,488,588.00)	0.00	0.00	(17,488,588.00)		0.00	0
351 DPCU LONG-TERM DEBT, NET OF CURRENT - CAPITAL	(42,170,253.00)	0.00	0.00	(42,170,253.00)		0.00	0
351 Long-term Debt, Net of Current - Capital Projects/	(59,658,841.00)	0.00	0.00	(59,658,841.00)		0.00	0
353 DPCU NON-CURRENT LIABILITIES - OTHER	(1,618,236.00)	0.00	0.00	(1,618,236.00)		0.00	0
353 Non-current Liabilities - Other	(1,618,236.00)	0.00	0.00	(1,618,236.00)		0.00	0
354 HCV ACCRUED COMPENSATED ABSENCES - NON CURRENT	(43,801.00)	0.00	0.00	(43,801.00)		0.00	0
354 SL ACCRUED COMPENSATED ABSENCES - NON CURRENT	(57,802.00)	0.00	0.00	(57,802.00)		0.00	0
PRIMARY GOVERNMENT	(101,603.00)	0.00	0.00	(101,603.00)		0.00	0

3/8/2022
5:31 PM

Prepared by CD1 1/17/2022	Reviewed by JB1 1/27/2022	1st Partner RL 3/3/2022
2nd Partner	Reviewed by	

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
354 Accrued Compensated Absences - Non Current	(101,603.00)	0.00	0.00	(101,603.00)		0.00	0
357 HCV ACCRUED PENSION & OPEB LIABILITIES	(638,229.00)	114,910.00	0.00	(523,319.00)		0.00	0
357 SL ACCRUED PENSION & OPEB LIABILITIES	(1,393,806.00)	274,015.00	0.00	(1,119,791.00)		0.00	0
357 14.896PFS-SP ACCRUED PENSION & OPEB LIABILITIES	(24,547.00)	4,420.00	0.00	(20,127.00)		0.00	0
357 CUB Accrued Pension and OPEB Liabilities	(270,020.00)	48,616.00	0.00	(221,404.00)		0.00	0
PRIMARY GOVERNMENT	(2,326,602.00)	441,961.00	0.00	(1,884,641.00)		0.00	0
357 Accrued Pension and OPEB Liabilities	(2,326,602.00)	441,961.00	0.00	(1,884,641.00)		0.00	0
400 HCV DEFERRED INFLOW OF RESOURCES	(416,409.00)	(59,388.00)	314,843.00	(160,954.00)		0.00	0
401 HCV DEFERRED INFLOWS - OPEB	0.00	10,507.00	(314,843.00)	(304,336.00)		0.00	0
400 SL DEFERRED INFLOW OF RESOURCES	(992,974.00)	(141,617.00)	750,778.00	(383,813.00)		0.00	0
401 SL DEFERRED INFLOWS - OPEB	0.00	25,054.00	(750,778.00)	(725,724.00)		0.00	0
400 14.896PFS-SP DEFERRED INFLOW OF RESOURCES	(16,016.00)	(2,284.00)	12,110.00	(6,190.00)		0.00	0
401 14.896PFS-SP DEFERRED INFLOWS - OPEB	0.00	404.00	(12,110.00)	(11,706.00)		0.00	0
400 CUB Deferred Inflow of Resources	(176,173.00)	(25,126.00)	133,202.00	(68,097.00)		0.00	0
401 CUB DEFERRED INFLOWS - OPEB	0.00	4,445.00	(133,202.00)	(128,757.00)		0.00	0
PRIMARY GOVERNMENT	(1,601,572.00)	(188,005.00)	0.00	(1,789,577.00)		0.00	0
400	(1,601,572.00)	(188,005.00)	0.00	(1,789,577.00)		0.00	0
508.4 HCV NET INVESTMENT IN CAPITAL ASSETS	(9,592.00)	0.00	(1.00)	(9,593.00)		0.00	0
508.4 SL NET INVESTMENT IN CAPITAL ASSETS	(47,452,475.00)	0.00	1,415,462.00	(46,037,013.00)		0.00	0
508.1 CUB Invested In Capital Assets, Net of Related Debt	(6,249,499.00)	0.00	0.00	(6,249,499.00)		0.00	0
PRIMARY GOVERNMENT	(53,711,566.00)	0.00	1,415,461.00	(52,296,105.00)		0.00	0
508.4 DPCU NET INVESTMENT IN CAPITAL ASSETS	0.00	0.00	8,444,306.00	8,444,306.00		0.00	0
508 Invested In Capital Assets, Net of Related Debt	(53,711,566.00)	0.00	9,859,767.00	(43,851,799.00)		0.00	0
511.4 SL RESTRICTED NET POSITION	(1,154,585.00)	0.00	0.00	(1,154,585.00)		0.00	0
511.1 CUB RESTRICTED NET ASSETS	(442,627.00)	0.00	0.00	(442,627.00)		0.00	0
PRIMARY GOVERNMENT	(1,597,212.00)	0.00	0.00	(1,597,212.00)		0.00	0
511.4 DPCU RESTRICTED NET POSITION	0.00	0.00	(352,730.00)	(352,730.00)		0.00	0
511 Restricted Net Assets	(1,597,212.00)	0.00	(352,730.00)	(1,949,942.00)		0.00	0
512.4 HCV UNRESTRICTED NET POSITION	3,072,351.00	0.00	1.00	3,072,352.00		0.00	0
512.4 SL UNRESTRICTED NET POSITION	(101,290,945.00)	0.00	(1,415,462.00)	(102,706,407.00)		0.00	0
512.1 MODREHAB Unrestricted Net Assets	(71,554.00)	0.00	0.00	(71,554.00)		0.00	0
512.4 14.896PFS-SP UNRESTRICTED NET POSITION	(8,198.00)	0.00	0.00	(8,198.00)		0.00	0
512.4 SPC UNRESTRICTED NET POSITION	(84,006.00)	0.00	0.00	(84,006.00)		0.00	0
512.1 CUB Unrestricted Net Assets	46,245,255.00	0.00	0.00	46,245,255.00		0.00	0
PRIMARY GOVERNMENT	(52,137,097.00)	0.00	(1,415,461.00)	(53,552,558.00)		0.00	0
512.4 DPCU UNRESTRICTED NET POSITION	(13,869,896.00)	0.00	(8,091,576.00)	(21,961,472.00)		0.00	0
512.1 5F Unrestricted Net Assets	(1,236,662.00)	0.00	0.00	(1,236,662.00)		0.00	0
512 Unrestricted Net Assets	(67,243,655.00)	0.00	(9,507,037.00)	(76,750,692.00)		0.00	0
10040 SL OPERATING TRANSFERS FROM/TO COMPONENT UNIT	(3,860,098.00)	0.00	0.00	(3,860,098.00)		0.00	0
10040 DPCU OPERATING TRANSFERS FROM/TO COMPONENT UNIT	3,860,098.00	0.00	0.00	3,860,098.00		0.00	0
10040 Operating Transfers from/to Component Unit	0.00	0.00	0.00	0.00		0.00	0
10070 SL EXTRAORDINARY ITEMS, NET GAIN/LOSS	(73,750.00)	0.00	0.00	(73,750.00)		0.00	0
10070 Extraordinary Items, Net Gain/Loss	(73,750.00)	0.00	0.00	(73,750.00)		0.00	0
10080 DPCU Special items, net gain/loss	(1,945,532.00)	0.00	0.00	(1,945,532.00)		0.00	0
10080 Special Items (Net Gain/Loss)	(1,945,532.00)	0.00	0.00	(1,945,532.00)		0.00	0
11190 HCV UNIT MONTHS AVAILABLE	22,140.00	0.00	0.00	22,140.00		0.00	0
21190 HCV CONTRA UNIT MONTHS AVAILABLE	(22,140.00)	0.00	0.00	(22,140.00)		0.00	0
11190 SL UNIT MONTHS AVAILABLE	3,336.00	0.00	0.00	3,336.00		0.00	0
21190 SL CONTRA UNIT MONTHS AVAILABLE	(3,336.00)	0.00	0.00	(3,336.00)		0.00	0

3/8/2022
5:31 PM

Prepared by CD1 1/17/2022	Reviewed by JB1 1/27/2022	1st Partner RL 3/3/2022
2nd Partner	Reviewed by	

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
11190 CUB Unit Months Available	3,432.00	0.00	0.00	3,432.00		0.00	0
PRIMARY GOVERNMENT	3,432.00	0.00	0.00	3,432.00		0.00	0
11190 Unit Months Available	3,432.00	0.00	0.00	3,432.00		0.00	0
11210 HCV NUMBER OF UNIT MONTHS LEASED	18,094.00	0.00	0.00	18,094.00		0.00	0
21210 HCV CONTRA NUMBER OF UNIT MONTHS LEASED	(18,094.00)	0.00	0.00	(18,094.00)		0.00	0
11210 SL NUMBER OF UNIT MONTHS LEASED	3,107.00	0.00	0.00	3,107.00		0.00	0
21210 SL CONTRA NUMBER OF UNIT MONTHS LEASED	(3,107.00)	0.00	0.00	(3,107.00)		0.00	0
11210 CUB Number of Unit Months Leased	3,297.00	0.00	0.00	3,297.00		0.00	0
PRIMARY GOVERNMENT	3,297.00	0.00	0.00	3,297.00		0.00	0
11210 Number of Unit Months Leased	3,297.00	0.00	0.00	3,297.00		0.00	0
21190 CUB Contra Unit Months Available	(3,432.00)	0.00	0.00	(3,432.00)		0.00	0
21190 Contra Unit Months Available	(3,432.00)	0.00	0.00	(3,432.00)		0.00	0
21210 CUB Contra Number of Unit Months Leased	(3,297.00)	0.00	0.00	(3,297.00)		0.00	0
21210 Contra Number of Unit Months Leased	(3,297.00)	0.00	0.00	(3,297.00)		0.00	0
70300 SL NET TENANT RENTAL REVENUE	(1,750,912.00)	0.00	0.00	(1,750,912.00)		0.00	0
70300 CUB Net Tenant Rental Revenue	(2,042,605.00)	0.00	0.00	(2,042,605.00)		0.00	0
PRIMARY GOVERNMENT	(3,793,517.00)	0.00	0.00	(3,793,517.00)		0.00	0
70300 Net Tenant Rental Revenue	(3,793,517.00)	0.00	0.00	(3,793,517.00)		0.00	0
70400 SL TENANT REVENUE - OTHER	(172,769.00)	0.00	0.00	(172,769.00)		0.00	0
70400 CUB Tenant Revenue - Other	(23,537.00)	0.00	0.00	(23,537.00)		0.00	0
PRIMARY GOVERNMENT	(196,306.00)	0.00	0.00	(196,306.00)		0.00	0
70400 DPCU TENANT REVENUE - OTHER	(1,170,690.00)	0.00	0.00	(1,170,690.00)		0.00	0
70400 Tenant Revenue - Other	(1,366,996.00)	0.00	0.00	(1,366,996.00)		0.00	0
70600 HCV HUD PHA OPERATING GRANTS	(33,656,624.00)	0.00	0.00	(33,656,624.00)		0.00	0
70600 MODREHAB HUD Operating Grants	(247,225.00)	0.00	0.00	(247,225.00)		0.00	0
70600 14.896PFS-SP HUD PHA OPERATING GRANTS	(79,730.00)	0.00	0.00	(79,730.00)		0.00	0
70600 14.HHCAF HUD PHA OPERATING GRANTS	(1,783,923.00)	0.00	0.00	(1,783,923.00)		0.00	0
70600 EHV HUD Operating Grants	(22,800.00)	0.00	0.00	(22,800.00)		0.00	0
PRIMARY GOVERNMENT	(35,790,302.00)	0.00	0.00	(35,790,302.00)		0.00	0
70600 HUD PHA Operating Grants	(35,790,302.00)	0.00	0.00	(35,790,302.00)		0.00	0
70800 SL OTHER GOVERNMENTAL GRANTS	(9,799,257.00)	(1,617,917.00)	300,000.00	(11,117,174.00)		0.00	0
70800 SPC OTHER GOVERNMENTAL GRANTS	(452,275.00)	0.00	0.00	(452,275.00)		0.00	0
70800 CUB Other governmental grants	(3,763,718.00)	0.00	0.00	(3,763,718.00)		0.00	0
70800 ELIM OTHER GOVERNMENTAL GRANTS	8,197,594.00	0.00	0.00	8,197,594.00		0.00	0
PRIMARY GOVERNMENT	(5,817,656.00)	(1,617,917.00)	300,000.00	(7,135,573.00)		0.00	0
70800 Other Government Grants	(5,817,656.00)	(1,617,917.00)	300,000.00	(7,135,573.00)		0.00	0
71100 HCV INVESTMENT INCOME - UNRESTRICTED	(8.00)	0.00	0.00	(8.00)		0.00	0
71100 SL INVESTMENT INCOME - UNRESTRICTED	(163,371.00)	0.00	0.00	(163,371.00)		0.00	0
71100 CUB Investment Income - Unrestricted	(156.00)	0.00	0.00	(156.00)		0.00	0
PRIMARY GOVERNMENT	(163,535.00)	0.00	0.00	(163,535.00)		0.00	0
71100 5F Investment Income - Unrestricted	(340,706.00)	0.00	0.00	(340,706.00)		0.00	0
71100 Investment Income - Unrestricted	(504,241.00)	0.00	0.00	(504,241.00)		0.00	0
71400 HCV FRAUD RECOVERY	(3,088.00)	0.00	0.00	(3,088.00)		0.00	0
71400 SL FRAUD RECOVERY	(29.00)	0.00	0.00	(29.00)		0.00	0
PRIMARY GOVERNMENT	(3,117.00)	0.00	0.00	(3,117.00)		0.00	0
71400 Fraud Recovery	(3,117.00)	0.00	0.00	(3,117.00)		0.00	0
71500 HCV OTHER REVENUE	(396,835.00)	(58,491.00)	0.00	(455,326.00)		0.00	0
71500 SL OTHER REVENUE	(4,783.00)	(139,476.00)	(300,000.00)	(444,259.00)		0.00	0
71500 14.896PFS-SP OTHER REVENUE	(96.00)	(2,249.00)	0.00	(2,345.00)		0.00	0
71500 CUB Other Revenue	0.00	(24,746.00)	0.00	(24,746.00)		0.00	0

3/8/2022
5:31 PM

Prepared by CD1 1/17/2022	Reviewed by JB1 1/27/2022	1st Partner RL 3/3/2022
2nd Partner	Reviewed by	

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
PRIMARY GOVERNMENT	(401,714.00)	(224,962.00)	(300,000.00)	(926,676.00)		0.00	0
71500 DPCU OTHER REVENUE	(17,650.00)	0.00	0.00	(17,650.00)		0.00	0
71500 Other Revenue	(419,364.00)	(224,962.00)	(300,000.00)	(944,326.00)		0.00	0
71600 SL GAIN OR LOSS ON SALE OF CAPITAL ASSETS	490,616.00	0.00	0.00	490,616.00		0.00	0
71600 Gain or Loss on Sale of Capital Assets	490,616.00	0.00	0.00	490,616.00		0.00	0
91100 HCV ADMINISTRATIVE SALARIES	1,213,951.00	0.00	0.00	1,213,951.00		0.00	0
91100 SL ADMINISTRATIVE SALARIES	2,318,651.00	0.00	0.00	2,318,651.00		0.00	0
91100 MODREHAB Administrative Salaries	46,895.00	0.00	0.00	46,895.00		0.00	0
91100 14.896PFS-SP ADMINISTRATIVE SALARIES	57,953.00	0.00	0.00	57,953.00		0.00	0
91100 SPC ADMINISTRATIVE SALARIES	34,255.00	0.00	0.00	34,255.00		0.00	0
91100 14.HHCAF ADMINISTRATIVE SALARIES	401,633.00	0.00	0.00	401,633.00		0.00	0
91100 CUB Administrative Salaries	644,052.00	0.00	0.00	644,052.00		0.00	0
PRIMARY GOVERNMENT	4,717,390.00	0.00	0.00	4,717,390.00		0.00	0
91100 DPCU ADMINISTRATIVE SALARIES	94,131.00	0.00	0.00	94,131.00		0.00	0
91100 Administrative Salaries	4,811,521.00	0.00	0.00	4,811,521.00		0.00	0
91200 HCV AUDITING FEES	16,013.00	0.00	0.00	16,013.00		0.00	0
91200 SL AUDITING FEES	36,362.00	0.00	0.00	36,362.00		0.00	0
91200 MODREHAB Auditing Fees	300.00	0.00	0.00	300.00		0.00	0
91200 CUB Auditing Fees	13,775.00	0.00	0.00	13,775.00		0.00	0
PRIMARY GOVERNMENT	66,450.00	0.00	0.00	66,450.00		0.00	0
91200 Auditing Fees	66,450.00	0.00	0.00	66,450.00		0.00	0
91300 SL MANAGEMENT FEE	202,276.00	0.00	0.00	202,276.00		0.00	0
91300 CUB Management Fee	32,218.00	0.00	0.00	32,218.00		0.00	0
PRIMARY GOVERNMENT	234,494.00	0.00	0.00	234,494.00		0.00	0
91300 DPCU MANAGEMENT FEE	38,090.00	0.00	0.00	38,090.00		0.00	0
91300 Management Fee	272,584.00	0.00	0.00	272,584.00		0.00	0
91500 HCV EMPLOYEE BENEFIT CONTRIBUTIONS - ADMINISTRATIVE	479,727.00	151,968.00	0.00	631,695.00		0.00	0
91500 SL EMPLOYEE BENEFIT CONTRIBUTIONS - ADMINISTRATIVE	632,959.00	362,384.00	0.00	995,343.00		0.00	0
91500 14.896PFS-SP EMPLOYEE BENEFIT CONTRIBUTIONS - ADMINISTRATIVE	20,003.00	5,844.00	0.00	25,847.00		0.00	0
91500 CUB Employee Benefit contributions - Administrative	168,266.00	64,294.00	0.00	232,560.00		0.00	0
PRIMARY GOVERNMENT	1,300,955.00	584,490.00	0.00	1,885,445.00		0.00	0
91500 DPCU EMPLOYEE BENEFIT CONTRIBUTIONS - ADMINISTRATIVE	24,870.00	0.00	0.00	24,870.00		0.00	0
91500 Employee Benefit contributions - Administrative	1,325,825.00	584,490.00	0.00	1,910,315.00		0.00	0
91600 HCV OFFICE EXPENSES	329,931.00	0.00	0.00	329,931.00		0.00	0
91600 SL OFFICE EXPENSES	719,028.00	0.00	0.00	719,028.00		0.00	0
91600 14.HHCAF OFFICE EXPENSES	18,862.00	0.00	0.00	18,862.00		0.00	0
91600 CUB Office Expenses	258,320.00	0.00	0.00	258,320.00		0.00	0
PRIMARY GOVERNMENT	1,326,141.00	0.00	0.00	1,326,141.00		0.00	0
91600 DPCU OFFICE EXPENSES	113,516.00	0.00	0.00	113,516.00		0.00	0
91600 5F Office Expenses	83.00	0.00	0.00	83.00		0.00	0
91600 Office Expenses	1,439,740.00	0.00	0.00	1,439,740.00		0.00	0
91700 HCV LEGAL EXPENSE	108,412.00	0.00	0.00	108,412.00		0.00	0
91700 SL LEGAL EXPENSE	212,833.00	0.00	0.00	212,833.00		0.00	0
91700 CUB Legal Expense	71,625.00	0.00	0.00	71,625.00		0.00	0
PRIMARY GOVERNMENT	392,870.00	0.00	0.00	392,870.00		0.00	0
91700 DPCU LEGAL EXPENSE	94,840.00	0.00	0.00	94,840.00		0.00	0
91700 Legal Expense	487,710.00	0.00	0.00	487,710.00		0.00	0
91800 HCV TRAVEL	3,770.00	0.00	0.00	3,770.00		0.00	0
91800 SL TRAVEL	11,662.00	0.00	0.00	11,662.00		0.00	0

3/8/2022
5:31 PM

Prepared by CD1 1/17/2022	Reviewed by JB1 1/27/2022	1st Partner RL 3/3/2022
2nd Partner	Reviewed by	

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
91800 CUB Travel	6,844.00	0.00	0.00	6,844.00		0.00	0
PRIMARY GOVERNMENT	22,276.00	0.00	0.00	22,276.00		0.00	0
91800 Travel	22,276.00	0.00	0.00	22,276.00		0.00	0
91900 HCV OTHER	35,549.00	0.00	0.00	35,549.00		0.00	0
91900 SL OTHER	671.00	0.00	0.00	671.00		0.00	0
91900 MODREHAB Other	270.00	0.00	0.00	270.00		0.00	0
91900 CUB Other	4,125.00	0.00	0.00	4,125.00		0.00	0
PRIMARY GOVERNMENT	40,615.00	0.00	0.00	40,615.00		0.00	0
91900 Other	40,615.00	0.00	0.00	40,615.00		0.00	0
92000 DPCU ASSET MANAGEMENT FEE	10,610.00	0.00	0.00	10,610.00		0.00	0
92000 Asset Management Fee	10,610.00	0.00	0.00	10,610.00		0.00	0
92100 SL TENANT SERVICES - SALARIES	194,085.00	0.00	0.00	194,085.00		0.00	0
92100 CUB Tenant Services - Salaries	121,164.00	0.00	0.00	121,164.00		0.00	0
PRIMARY GOVERNMENT	315,249.00	0.00	0.00	315,249.00		0.00	0
92100 Tenant Services - Salaries	315,249.00	0.00	0.00	315,249.00		0.00	0
92200 CUB Relocation Costs	6,902.00	0.00	0.00	6,902.00		0.00	0
92200 Relocation Costs	6,902.00	0.00	0.00	6,902.00		0.00	0
92300 HCV EMPLOYEE BENEFIT CONTRIBUTIONS - TENANT SERVICES	2,026.00	0.00	0.00	2,026.00		0.00	0
92300 SL EMPLOYEE BENEFIT CONTRIBUTIONS - TENANT SERVICES	24,683.00	0.00	0.00	24,683.00		0.00	0
92300 CUB Employee Benefit Contributions - Tenant Services	42,030.00	0.00	0.00	42,030.00		0.00	0
PRIMARY GOVERNMENT	68,739.00	0.00	0.00	68,739.00		0.00	0
92300 Employee Benefit Contributions - Tenant Services	68,739.00	0.00	0.00	68,739.00		0.00	0
92400 SL TENANT SERVICES - OTHER	137,327.00	0.00	0.00	137,327.00		0.00	0
92400 14.896PFS-SP TENANT SERVICES - OTHER	1,428.00	0.00	0.00	1,428.00		0.00	0
92400 CUB Tenant Services - Other	86,583.00	0.00	0.00	86,583.00		0.00	0
PRIMARY GOVERNMENT	225,338.00	0.00	0.00	225,338.00		0.00	0
92400 Tenant Services - Other	225,338.00	0.00	0.00	225,338.00		0.00	0
93100 HCV WATER	2,172.00	0.00	0.00	2,172.00		0.00	0
93100 SL WATER	166,495.00	0.00	0.00	166,495.00		0.00	0
93100 CUB Water	111,017.00	0.00	0.00	111,017.00		0.00	0
PRIMARY GOVERNMENT	279,684.00	0.00	0.00	279,684.00		0.00	0
93100 DPCU WATER	19,669.00	0.00	0.00	19,669.00		0.00	0
93100 Water	299,353.00	0.00	0.00	299,353.00		0.00	0
93200 HCV ELECTRICITY	3,884.00	0.00	0.00	3,884.00		0.00	0
93200 SL ELECTRICITY	26,855.00	0.00	0.00	26,855.00		0.00	0
93200 CUB Electricity	85,127.00	0.00	0.00	85,127.00		0.00	0
PRIMARY GOVERNMENT	115,866.00	0.00	0.00	115,866.00		0.00	0
93200 DPCU ELECTRICITY	23,129.00	0.00	0.00	23,129.00		0.00	0
93200 Electricity	138,995.00	0.00	0.00	138,995.00		0.00	0
93300 HCV GAS	458.00	0.00	0.00	458.00		0.00	0
93300 SL GAS	(9,730.00)	0.00	0.00	(9,730.00)		0.00	0
93300 CUB Gas	26,406.00	0.00	0.00	26,406.00		0.00	0
PRIMARY GOVERNMENT	17,134.00	0.00	0.00	17,134.00		0.00	0
93300 DPCU GAS	429.00	0.00	0.00	429.00		0.00	0
93300 Gas	17,563.00	0.00	0.00	17,563.00		0.00	0
93400 HCV FUEL	357.00	0.00	0.00	357.00		0.00	0
93400 Fuel	357.00	0.00	0.00	357.00		0.00	0

3/8/2022
5:31 PM

Prepared by CD1 1/17/2022	Reviewed by JB1 1/27/2022	1st Partner RL 3/3/2022
2nd Partner	Reviewed by	

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
93600 SL SEWER	69,731.00	0.00	0.00	69,731.00		0.00	0
93600 CUB Sewer	42,390.00	0.00	0.00	42,390.00		0.00	0
PRIMARY GOVERNMENT	112,121.00	0.00	0.00	112,121.00		0.00	0
93600 Sewer	112,121.00	0.00	0.00	112,121.00		0.00	0
93800 HCV OTHER UTILITIES EXPENSE	1,462.00	0.00	0.00	1,462.00		0.00	0
93800 SL OTHER UTILITIES EXPENSE	312,249.00	0.00	0.00	312,249.00		0.00	0
93800 CUB Other Utilities Expense	75.00	0.00	0.00	75.00		0.00	0
PRIMARY GOVERNMENT	313,786.00	0.00	0.00	313,786.00		0.00	0
93800 Other Utilities Expense	313,786.00	0.00	0.00	313,786.00		0.00	0
94100 HCV ORDINARY MAINTENANCE AND OPERATIONS - LABOR	4,852.00	0.00	0.00	4,852.00		0.00	0
94100 SL ORDINARY MAINTENANCE AND OPERATIONS - LABOR	291,493.00	0.00	0.00	291,493.00		0.00	0
94100 14.HHCAF ORDINARY MAINTENANCE AND OPERATIONS - LABOR	591.00	0.00	0.00	591.00		0.00	0
94100 CUB Ordinary Maintenance and Operations - Labor	386,508.00	0.00	0.00	386,508.00		0.00	0
PRIMARY GOVERNMENT	683,444.00	0.00	0.00	683,444.00		0.00	0
94100 DPCU ORDINARY MAINTENANCE AND OPERATIONS - LABOR	39,735.00	0.00	0.00	39,735.00		0.00	0
94100 Ordinary Maintenance and Operations - Labor	723,179.00	0.00	0.00	723,179.00		0.00	0
94200 HCV ORDINARY MAINTENANCE AND OPERATIONS - MATERIALS	4,065.00	0.00	0.00	4,065.00		0.00	0
94200 SL ORDINARY MAINTENANCE AND OPERATIONS - MATERIALS	115,057.00	0.00	0.00	115,057.00		0.00	0
94200 CUB Ordinary Maintenance and Operations - Materials an	69,969.00	0.00	0.00	69,969.00		0.00	0
PRIMARY GOVERNMENT	189,091.00	0.00	0.00	189,091.00		0.00	0
94200 Ordinary Maintenance and Operations - Materials an	189,091.00	0.00	0.00	189,091.00		0.00	0
94300 HCV ORDINARY MAINTENANCE AND OPERATIONS - CONTRACTS	14,165.00	0.00	0.00	14,165.00		0.00	0
94300 SL ORDINARY MAINTENANCE AND OPERATIONS - CONTRACTS	338,988.00	0.00	0.00	338,988.00		0.00	0
94300 CUB Ordinary Maintenance and Operations Contracts	575,899.00	0.00	0.00	575,899.00		0.00	0
PRIMARY GOVERNMENT	929,052.00	0.00	0.00	929,052.00		0.00	0
94300 DPCU ORDINARY MAINTENANCE AND OPERATIONS - CONTRACTS	80,481.00	0.00	0.00	80,481.00		0.00	0
94300 Ordinary Maintenance and Operations Contracts	1,009,533.00	0.00	0.00	1,009,533.00		0.00	0
94500 HCV EMPLOYEE BENEFIT CONTRIBUTIONS - ORDINARY MAINT	1,608.00	0.00	0.00	1,608.00		0.00	0
94500 SL EMPLOYEE BENEFIT CONTRIBUTIONS - ORDINARY MAINT	125,926.00	0.00	0.00	125,926.00		0.00	0
94500 CUB Employee Benefit Contributions - Ordinary Maintena	165,549.00	0.00	0.00	165,549.00		0.00	0
PRIMARY GOVERNMENT	293,083.00	0.00	0.00	293,083.00		0.00	0
94500 Employee Benefit Contributions - Ordinary Maintena	293,083.00	0.00	0.00	293,083.00		0.00	0
95200 HCV PROTECTIVE SERVICES - OTHER CONTRACT COSTS	70,539.00	0.00	0.00	70,539.00		0.00	0
95200 SL PROTECTIVE SERVICES - OTHER CONTRACT COSTS	163,430.00	0.00	0.00	163,430.00		0.00	0
95200 CUB Protective Services - Other Contract Costs	91,342.00	0.00	0.00	91,342.00		0.00	0
PRIMARY GOVERNMENT	325,311.00	0.00	0.00	325,311.00		0.00	0
95200 Protective Services - Other Contract Costs	325,311.00	0.00	0.00	325,311.00		0.00	0
96110 HCV PROPERTY INSURANCE	5,623.00	0.00	0.00	5,623.00		0.00	0
96110 SL PROPERTY INSURANCE	107,567.00	0.00	0.00	107,567.00		0.00	0
96110 CUB Property Insurance	62,928.00	0.00	0.00	62,928.00		0.00	0
PRIMARY GOVERNMENT	176,118.00	0.00	0.00	176,118.00		0.00	0
96110 DPCU PROPERTY INSURANCE	29,365.00	0.00	0.00	29,365.00		0.00	0
96110 Property Insurance	205,483.00	0.00	0.00	205,483.00		0.00	0
96120 HCV LIABILITY INSURANCE	16,248.00	0.00	0.00	16,248.00		0.00	0
96120 SL LIABILITY INSURANCE	21,131.00	0.00	0.00	21,131.00		0.00	0
96120 CUB Liability Insurance	9,977.00	0.00	0.00	9,977.00		0.00	0
PRIMARY GOVERNMENT	47,356.00	0.00	0.00	47,356.00		0.00	0
96120 Liability Insurance	47,356.00	0.00	0.00	47,356.00		0.00	0
96130 HCV WORKMEN'S COMPENSATION	25,490.00	0.00	0.00	25,490.00		0.00	0
96130 SL WORKMEN'S COMPENSATION	26,210.00	0.00	0.00	26,210.00		0.00	0
96130 14.896PFS-SP WORKMEN'S COMPENSATION	346.00	0.00	0.00	346.00		0.00	0

3/8/2022
5:31 PM

Prepared by CD1 1/17/2022	Reviewed by JB1 1/27/2022	1st Partner RL 3/3/2022
2nd Partner	Reviewed by	

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

MAPPED TRIAL BALANCE

Account	Prelim	Adj's	Reclass	Rep	Annotation	Rep 06/20	%Chg
96130 CUB Workmen's Compensation	3,848.00	0.00	0.00	3,848.00		0.00	0
PRIMARY GOVERNMENT	55,894.00	0.00	0.00	55,894.00		0.00	0
96130 Workmen's Compensation	55,894.00	0.00	0.00	55,894.00		0.00	0
96140 HCV ALL OTHER INSURANCE	5,897.00	0.00	0.00	5,897.00		0.00	0
96140 SL ALL OTHER INSURANCE	21,016.00	0.00	0.00	21,016.00		0.00	0
96140 CUB All Other Insurance	13,226.00	0.00	0.00	13,226.00		0.00	0
PRIMARY GOVERNMENT	40,139.00	0.00	0.00	40,139.00		0.00	0
96140 DPCU ALL OTHER INSURANCE	11,129.00	0.00	0.00	11,129.00		0.00	0
96140 All Other Insurance	51,268.00	0.00	0.00	51,268.00		0.00	0
96200 HCV OTHER GENERAL EXPENSES	66,070.00	0.00	0.00	66,070.00		0.00	0
96200 SL OTHER GENERAL EXPENSES	128,222.00	0.00	0.00	128,222.00		0.00	0
96200 EHV Other General Expenses	99.00	0.00	0.00	99.00		0.00	0
96200 CUB Other General Expenses	83,944.00	0.00	0.00	83,944.00		0.00	0
PRIMARY GOVERNMENT	278,335.00	0.00	0.00	278,335.00		0.00	0
96200 DPCU OTHER GENERAL EXPENSES	151,781.00	0.00	0.00	151,781.00		0.00	0
96200 Other General Expenses	430,116.00	0.00	0.00	430,116.00		0.00	0
96400 SL BAD DEBT - TENANT RENTS	24,500.00	0.00	0.00	24,500.00		0.00	0
96400 CUB Bad debt - Tenant Rents	21,483.00	0.00	0.00	21,483.00		0.00	0
PRIMARY GOVERNMENT	45,983.00	0.00	0.00	45,983.00		0.00	0
96400 Bad debt - Tenant Rents	45,983.00	0.00	0.00	45,983.00		0.00	0
96710 SL INTEREST OF MORTGAGE (OR BONDS) PAYABLE	813,569.00	0.00	0.00	813,569.00		0.00	0
96710 CUB Interest of Mortgage (or Bonds) Payable	178,316.00	0.00	0.00	178,316.00		0.00	0
PRIMARY GOVERNMENT	991,885.00	0.00	0.00	991,885.00		0.00	0
96710 DPCU INTEREST OF MORTGAGE (OR BONDS) PAYABLE	654,507.00	0.00	0.00	654,507.00		0.00	0
96710 Interest of Mortgage (or Bonds) Payable	1,646,392.00	0.00	0.00	1,646,392.00		0.00	0
97300 HCV HOUSING ASSISTANC4E PAYMENTS	31,779,552.00	0.00	0.00	31,779,552.00		0.00	0
97300 MODREHAB HOUSING ASSISTANCE PAYMENTS	200,030.00	0.00	0.00	200,030.00		0.00	0
97300 SPC HOUSING ASSISTANC4E PAYMENTS	418,155.00	0.00	0.00	418,155.00		0.00	0
97300 14.HHCAF HOUSING ASSISTANC4E PAYMENTS	1,362,837.00	0.00	0.00	1,362,837.00		0.00	0
97300 ELIM HOUSING ASSISTANC4E PAYMENTS	(8,197,594.00)	0.00	0.00	(8,197,594.00)		0.00	0
PRIMARY GOVERNMENT	25,562,980.00	0.00	0.00	25,562,980.00		0.00	0
97300 Housing Assistance Payments	25,562,980.00	0.00	0.00	25,562,980.00		0.00	0
97350 HCV HAP PORTABILITY-IN	381,388.00	0.00	0.00	381,388.00		0.00	0
97350 HAP Portability-In	381,388.00	0.00	0.00	381,388.00		0.00	0
97400 HCV DEPRECIATION EXPENSE	643.00	0.00	0.00	643.00		0.00	0
97400 SL DEPRECIATION EXPENSE	887,419.00	0.00	0.00	887,419.00		0.00	0
97400 CUB Depreciation Expense	792,780.00	0.00	0.00	792,780.00		0.00	0
PRIMARY GOVERNMENT	1,680,842.00	0.00	0.00	1,680,842.00		0.00	0
97400 DPCU DEPRECIATION EXPENSE	854,662.00	0.00	0.00	854,662.00		0.00	0
97400 Depreciation Expense	2,535,504.00	0.00	0.00	2,535,504.00		0.00	0
	0.00	0.00	0.00	0.00		0.00	0
Net Income (Loss)	5,745,564.00			7,003,953.00		0.00	

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

Adjusting Journal Entries

Date: 7/1/2020 To 6/30/2021

Number	Date	Name	Account No	Reference	Annotation	Debit	Credit	Recurrence	Misstatement
1	6/30/2021	DEFERRED OUTFLOW OF RESOURCES	200 HCV	Q-14. 1			207,490.00		
1	6/30/2021	DEFERRED OUTFLOW OF RESOURCES	200 SL	Q-14. 1			494,782.00		
1	6/30/2021	DEFERRED OUTFLOW OF RESOURCES	200 14.896PFS-SP	Q-14. 1			7,980.00		
1	6/30/2021	Deferred Outflow of Resources	200 CUB	Q-14. 1			87,784.00		
1	6/30/2021	ACCRUED PENSION & OPEB LIABILITIES	357 HCV	Q-14. 1		114,910.00			
1	6/30/2021	ACCRUED PENSION & OPEB LIABILITIES	357 SL	Q-14. 1		274,015.00			
1	6/30/2021	ACCRUED PENSION & OPEB LIABILITIES	357 14.896PFS-SP	Q-14. 1		4,420.00			
1	6/30/2021	Accrued Pension and OPEB Liabilities	357 CUB	Q-14. 1		48,616.00			
1	6/30/2021	DEFERRED INFLOW OF RESOURCES	400 HCV	Q-14. 1			59,388.00		
1	6/30/2021	DEFERRED INFLOW OF RESOURCES	400 SL	Q-14. 1			141,617.00		
1	6/30/2021	DEFERRED INFLOW OF RESOURCES	400 14.896PFS-SP	Q-14. 1			2,284.00		
1	6/30/2021	Deferred Inflow of Resources	400 CUB	Q-14. 1			25,126.00		
1	6/30/2021	EMPLOYEE BENEFIT CONTRIBUTIONS - ADMINISTRATIVE	91500 HCV	Q-14. 1		151,968.00			
1	6/30/2021	EMPLOYEE BENEFIT CONTRIBUTIONS - ADMINISTRATIVE	91500 SL	Q-14. 1		362,384.00			
1	6/30/2021	EMPLOYEE BENEFIT CONTRIBUTIONS - ADMINISTRATIVE	91500 14.896PFS-SP	Q-14. 1		5,844.00			
1	6/30/2021	Employee Benefit contributions - Administrative	91500 CUB	Q-14. 1		64,294.00			

Propose entry to book FY21 Pension Liability and related deferred inflows and outflows

3	6/30/2021	OTHER ASSETS	174 HCV	Q-14. 1		39,871.00			
3	6/30/2021	OTHER ASSETS	174 SL	Q-14. 1		95,075.00			
3	6/30/2021	OTHER ASSETS	174 14.896PFS-SP	Q-14. 1		1,533.00			
3	6/30/2021	Other Assets	174 CUB	Q-14. 1		16,868.00			
3	6/30/2021	DEFERRED OUTFLOWS - OPEB	201 HCV	Q-14. 1		8,113.00			
3	6/30/2021	DEFERRED OUTFLOWS - OPEB	201 SL	Q-14. 1		19,347.00			
3	6/30/2021	DEFERRED OUTFLOWS - OPEB	201 14.896PFS-SP	Q-14. 1		312.00			
3	6/30/2021	DEFERRED OUTFLOWS - OPEB	201 CUB	Q-14. 1		3,433.00			
3	6/30/2021	DEFERRED INFLOWS - OPEB	401 HCV	Q-14. 1		10,507.00			
3	6/30/2021	DEFERRED INFLOWS - OPEB	401 SL	Q-14. 1		25,054.00			
3	6/30/2021	DEFERRED INFLOWS - OPEB	401 14.896PFS-SP	Q-14. 1		404.00			
3	6/30/2021	DEFERRED INFLOWS - OPEB	401 CUB	Q-14. 1		4,445.00			
3	6/30/2021	OTHER REVENUE	71500 HCV	Q-14. 1			58,491.00		
3	6/30/2021	OTHER REVENUE	71500 SL	Q-14. 1			139,476.00		
3	6/30/2021	OTHER REVENUE	71500 14.896PFS-SP	Q-14. 1			2,249.00		
3	6/30/2021	Other Revenue	71500 CUB	Q-14. 1			24,746.00		

Propose entry to book FY21 OPEB Liability

7	6/30/2021	NOTES, LOANS & MORTGAGES RECEIVABLE - NON-CURRENT	171 SL	B5-3		253,070.00			
7	6/30/2021	NOTES, LOANS & MORTGAGES RECEIVABLE - NON-CURRENT	171 SL	B5-3		1,377,500.00			
7	6/30/2021	ACCOUNTS PAYABLE <= 90 DAYS	312 SL	B5-3			12,653.00		
7	6/30/2021	OTHER GOVERNMENTAL GRANTS	70800 SL	B5-3			240,417.00		
7	6/30/2021	OTHER GOVERNMENTAL GRANTS	70800 SL	B5-3			1,377,500.00		

Propose entry per client to reconcile NR balances.

Client proposed entry to recognize

Prepared by JB1 2/18/2022	Reviewed by	1st Partner RL 3/8/2022
2nd Partner	Reviewed by	

ALA300 - Audit 2021 - Alameda Housing Authority

Year End: June 30, 2021

Adjusting Journal Entries

Date: 7/1/2020 To 6/30/2021

Number	Date	Name	Account No	Reference	Annotation	Debit	Credit	Recurrence	Misstatement
		Other Gov Grants recorded as Notes Receivable							
						2,881,983.00	2,881,983.00		
			Net Income (Loss)			7,003,953.00			

Prepared by JB1 2/18/2022	Reviewed by 1st Partner RL 3/8/2022
2nd Partner	Reviewed by B5-1-1

ALA300 - Audit 2021 - Alameda Housing Authority

B5-2

Year End: June 30, 2021

Adjusting journal entries

Date: 7/1/2020 To 6/30/2021

Prepared by JB1 2/25/2022	Reviewed by	1st Partner RL 3/8/2022
2nd Partner	Reviewed by	

Number	Date	Name	Account No	Reference	Annotation	Debit	Credit	Recurrence	Misstatement
2	6/30/2021	DEFERRED OUTFLOW OF RESOURCES	200 HCV	Q-14.1			15,315.00		
2	6/30/2021	DEFERRED OUTFLOW OF RESOURCES	200 SL	Q-14.1			36,522.00		
2	6/30/2021	DEFERRED OUTFLOW OF RESOURCES	200 14.896PFS-SP	Q-14.1			590.00		
2	6/30/2021	Deferred Outflow of Resources	200 CUB	Q-14.1			6,479.00		
2	6/30/2021	DEFERRED OUTFLOWS - OPEB	201 HCV	Q-14.1		15,315.00			
2	6/30/2021	DEFERRED OUTFLOWS - OPEB	201 SL	Q-14.1		36,522.00			
2	6/30/2021	DEFERRED OUTFLOWS - OPEB	201 14.896PFS-SP	Q-14.1		590.00			
2	6/30/2021	DEFERRED OUTFLOWS - OPEB	201 CUB	Q-14.1		6,479.00			
2	6/30/2021	DEFERRED INFLOW OF RESOURCES	400 HCV	Q-14.1		314,843.00			
2	6/30/2021	DEFERRED INFLOW OF RESOURCES	400 SL	Q-14.1		750,778.00			
2	6/30/2021	DEFERRED INFLOW OF RESOURCES	400 14.896PFS-SP	Q-14.1		12,110.00			
2	6/30/2021	Deferred Inflow of Resources	400 CUB	Q-14.1		133,202.00			
2	6/30/2021	DEFERRED INFLOWS - OPEB	401 HCV	Q-14.1			314,843.00		
2	6/30/2021	DEFERRED INFLOWS - OPEB	401 SL	Q-14.1			750,778.00		
2	6/30/2021	DEFERRED INFLOWS - OPEB	401 14.896PFS-SP	Q-14.1			12,110.00		
2	6/30/2021	DEFERRED INFLOWS - OPEB	401 CUB	Q-14.1			133,202.00		
Break out pension from OPEB amounts									
4	6/30/2021	CASH - UNRESTRICTED	111 HCV	C-LEAD		1,591.00			
4	6/30/2021	CASH - UNRESTRICTED	111 SL	C-LEAD		17,649,004.00			
4	6/30/2021	INVESTMENTS - UNRESTRICTED	131 HCV	C-LEAD			1,591.00		
4	6/30/2021	INVESTMENTS - UNRESTRICTED	131 SL	C-LEAD			17,649,004.00		
Propose entry to reclass for reporting									
5	6/30/2021	OTHER GOVERNMENTAL GRANTS	70800 SL	U. 5		300,000.00			
5	6/30/2021	OTHER REVENUE	71500 SL	U. 5			300,000.00		
To propose an entry per client to move developer fee out of grant income into other revenue.									
6	6/30/2021	RESTRICTED NET POSITION	511.4 DPCU	T-1			352,730.00		
6	6/30/2021	UNRESTRICTED NET POSITION	512.4 DPCU	T-1		352,730.00			
Propose entry to reclass for reporting									
8	6/30/2021	NET INVESTMENT IN CAPITAL ASSETS	508.4 HCV	T-1			1.00		
8	6/30/2021	NET INVESTMENT IN CAPITAL ASSETS	508.4 SL	T-1		1,415,462.00			
8	6/30/2021	NET INVESTMENT IN CAPITAL ASSETS	508.4 DPCU	T-1		8,444,306.00			
8	6/30/2021	UNRESTRICTED NET POSITION	512.4 HCV	T-1		1.00			
8	6/30/2021	UNRESTRICTED NET POSITION	512.4 SL	T-1			1,415,462.00		
8	6/30/2021	UNRESTRICTED NET POSITION	512.4 DPCU	T-1			8,444,306.00		
Propose entry to reclass for reporting									
						29,432,933.00	29,432,933.00		
Net Income (Loss)			7,003,953.00						