

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

701 Atlantic Avenue • Alameda, California 94501-2161

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

AGENDA REGULAR MEETING OF THE BOARD OF COMMISSIONERS

DATE & TIME Wednesday, August 19, 2020

Closed Session – 6:00 p.m.

Regular Meeting – 7:00 p.m.

Closed Session Continued – 7:01 p.m. (Additional Time If Needed)

LOCATION

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

Public access to this meeting is available as follows:

Join Zoom Meeting: https://zoom.us/j/93407679443?pwd=RStpdmR5VTVrejRob29FejBYRE8vUT09 Meeting ID: 934 0767 9443 Passcode: 637803





One tap mobile:

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Find your local number: <u>https://zoom.us/u/augHIYBqb</u>

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

Send an email with your comment(s) to <u>jpolar@alamedahsg.org</u> and <u>vcooper@alamedahsg.org</u> prior to or during the Board of Commissioners meeting.

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

Public Participation

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

PLEDGE OF ALLEGIANCE

- 1. <u>ROLL CALL</u> Board of Commissioners
- 2. Public Comment (Non-Agenda)
- 3. Closed Session 6:00 p.m. Adjournment to Closed Session to Consider:
- 3-A. Closed Session: Purpose: Conference with legal counsel anticipated litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(b): two potential cases.
- 3-B. Closed Session pursuant to Government Code Section 54956.8, Conference with Real Property Negotiators. Property: Assessor's Parcel Numbers 74-451-1-8; Authority Negotiators: Vanessa Cooper, Sylvia Martinez and Cynthia Alvarez; Negotiating Parties Lincoln Avenue Capital LLC; Under Negotiation: Price and Terms of Payment.
- 3-C. Closed Session pursuant to Government Code Section 54956.8, Conference with Real Property Negotiators. Property: Assessor's Parcel Numbers 70-184-15; Authority Negotiators: Vanessa Cooper, Sylvia Martinez and Cynthia Alvarez; Negotiating Parties: David Garfinkle Trust and Diana Garfinkle Trust, respectively; Under Negotiation: Price and Terms of Payment.
- 4. Adjournment of Closed Session
- 5. RECONVENE REGULAR MEETING 7:00 p.m.





- 6. Announcement of Action Taken in Closed Session, if any.
- 7. Public Comment (Non-Agenda)
- 8. <u>CONSENT CALENDAR</u>
 - Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.
- 8-A. Approve Minutes of the Special Board of Commissioners Meetings held on June 24, 2020 and July 9, 2020 Page 1
- 8-B. Accept the Monthly Overview Report for Operations/H.R./I.T. Page 16
- 8-C. Accept the Monthly Overview Report for the Housing Programs Department Page 21
- 8-D. Accept the Monthly Overview Report for the Alameda Rent Program Page 26
- 8-E. Accept the Monthly Overview Report for Property Operations Page 30
- 8-F. Accept the Monthly Overview Report for Housing & Community Development Page 38
- 8-G. Accept the Monthly Development Report for Rosefield Village Page 41
- 8-H. Accept the Monthly Development Report for North Housing Page 44
- 8-I. Accept the Monthly Overview Report on Procurement Page 46
- 8-J. Accept the Finance and Budget Variance Report for July 1, 2019 through June 30, 2020 Page 49
- 8-K. Accept the Quarterly Investment Report for Period Ending June 30, 2020 Page 67
- 8-L. Authorize the Executive Director or Designee to Negotiate and Enter into a Flooring Services Contract Between the Housing Authority and Bay Area Contract Carpets in the Amount Not To Exceed \$700,000 for 3 Years, Plus Two One-Year Renewal Options Page 74
- 8-M. Authorize the Executive Director to Negotiate and Sign a Contract with HB Restoration for Cycle Paint Services for a Not to Exceed Amount of \$370,000 for a 5-Year Contract (3-Year Initial Term with Two Optional 1-Year Renewals) **Page 93**
- 8-N. Authorize the Executive Director or designee to Negotiate and Sign a Contract with Nova for Janitorial and Cleaning Services for a Not to Exceed Amount of \$1,100,000 for a 5-year Contract (3 Years with Two Optional 1-Year Renewals) Page 112
- 8-O. Accept a Report from the Executive Director on the Delegation of Authority to the Executive Director, or Designee, to Exercise Emergency Powers During the Local Public Health Emergency, the October 15 Council Referral, and the Housing Services Agreement with the City Page 126
- 9. <u>AGENDA</u>
- 9-A. Resolution to Approve Implementing Waiver 11(b) SEMAP from PIH Notice 2020-05 to Allow HUD to Carry Forward the Most Recent SEMAP Score on File **Page 128**
- 9-B. Adopt the Resolution to Revise the Employer's Contributions for Eligible Employees' Health and Dental/Vision Care, to Provide a Cost of Living Wage Increase for All Eligible Regular and Contract Resident Employees, and to Adopt the Corresponding Pay Schedule and Salary Schedule – Page 133



- 9-C. Accept Board Appointments to Elect a Chair and Vice Chair of the Board of Commissioners Page 147
- 10. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
- 11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
- 12. <u>CONTINUATION OF CLOSED SESSION OF HOUSING AUTHROITY BOARD OF</u> <u>COMMISSIONERS – IF NEEDED</u>
- 13. Announcement of Action Taken in Closed Session, if any.
- 14. <u>ADJOURNMENT</u>

* * *

Note

- If you need special assistance to participate in the meetings of the Housing Authority of the City of Alameda Board of Commissioners, please contact (510) 747-4325 (TTY/TRS: 711) or <u>ipolar@alamedahsg.org</u>. Notification 48 hours prior to the meeting will enable the Housing Authority of the City of Alameda Board of Commissioners to make reasonable arrangements to ensure accessibility.
- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Commissioners exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist the Housing Authority's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Housing Authority accommodate these individuals.



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DRAFT MINUTES

SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA HELD WEDNESDAY JUNE 24, 2020

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

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

PLEDGE OF ALLEGIANCE

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

- 1. <u>ROLL CALL</u> Board of Commissioners
 - Present: Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
- 2. Public Comment (Non-Agenda)

Yoni Gruskin of Lincoln Avenue Capital came before the Board and explained that they are looking to buy the apartments currently owned by Vue Alameda and commented that rents would be capped at 80% threshold. He explained that existing tenants will be grandfathered into their units and that the proposed restrictions would go into effect for 55 years. This requires a governing body to issue a regulatory agreement. Mr. Gruskin explained that they have been providing various outreach to the community, they are looking to talk to the AHA, and want to set a great example in what is possible. He explained that he is available for questions at any time.

There was no additional public comment and Chair Kurrasch concluded to Closed Session to consider the two agenized items: one regarding legal Counsel and one regarding Real Property Negotiators. Chair Kurrasch stated that if additional tie is needed, the Board will go back into closed session after the Regular Meeting.

- 3. Closed Session 6:00 p.m. Adjournment to Closed Session to Consider:
- 3-A. Closed Session: Purpose: Conference with legal counsel anticipated litigation.





Significant exposure to litigation pursuant to Government Code Section 54956.9(b): one potential case.

- 3-B. Closed Session pursuant to Government Code Section 54956.8, Conference with Real Property Negotiators. Property: Assessor's Parcel Numbers 74-451-1-8; Authority Negotiators: Vanessa Cooper and Cynthia Alvarez; Negotiating Parties Lincoln Avenue Capital LLC; Under Negotiation: Price and Terms of Payment.
- 4. Adjournment of Closed Session
- 5. RECONVENE REGULAR MEETING 7:03 p.m.
- 6. Announcement of Action Taken in Closed Session, if any.

Chair Kurrasch stated that during Closed Session the Board of Commissioners covered item 3-B, negotiating for the Assessor's Parcel for a designee and gave direction to the Executive Director.

More time is needed for item 3-A and the Board will reconvene at the end of the agenda items for further discussion.

7. Public Comment (Non-Agenda)

A resident of Independence Plaza spoke regarding a loud noise and rude letter from staff. The resident explained that the noise sounds like a motor or a generator, it is loud and constant, and the electricity stopped in the building, but the noise continued. The resident explained that another resident heard the noise and they want the Board to be aware. The resident commented that she will provide documentation about the noise.

8. <u>CONSENT CALENDAR</u>

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

Items accepted or adopted are indicated by an asterisk.

Ms. Vanessa Cooper, Executive Director, commented on item 8-K and explained that staff would like to pull it from the consent calendar and will bring this memo back at a later meeting.

Commissioner Hadid recused himself from item 8-A because he was not in attendance at the May Board of Commissioners Meeting.

Vice Chair Tamaoki directed attention to page 15 about Independence Plaza and asked if the Project Based Vouchers help the AHA to ensure that the property can achieve financial stability. Ms. Cooper explained that this change allowed AHA to go





to the maximum rent, and as rent increases, AHA can increase the move-in rents, but the units cannot jump up to the Payment Standard. Ms. Tonya Schuler-Cummins, Senior Management Analyst, explained that the voucher assisted tenants cannot pay more than the non-assisted tenants and rents are currently as high as they can be, but the payment standards are not currently being met. As new move-ins occur, AHA can make rent adjustments, but AHA cannot raise current tenants to the full PBV amount. Ms. Cooper explained tenant rents, how the gap is offset, and commented that a new study is needed to show the Board the gap in long term financing.

Vice Chair Tamaoki commented on page 34 regarding the North Housing project and asked about the changed zoning code. Ms. Danielle Thoe, Management Analyst, provided an update and explained that AHA has been in conversation with the City for over a year regarding how the SB35 process would be handled. The City Attorney's Office took a deeper look into SB35 and decided they were not comfortable moving forward. Ms. Thoe explained the way the zoning code was made, the process, and the views of the City Planning Board. Ms. Thoe continued that AHA has responded with why AHA believes in SB35 applies. Ms. Thoe commented that there are a couple different paths forward. Ms. Thoe commented that it might not be the ideal legal response, but City Planning staff are confident that the planning document will be approved.

Commissioner Weinberg asked if this change would change the cost and timing of the project and Ms. Thoe commented that other than additional Attorney hours, there will not be a major change. Ms. Thoe said that the City supports the Development Plan and there are potentially a few waivers that AHA are entitled to under density law. Ms. Kathleen Mertz, Senior Project Manager, commented that the new date to go before the Planning Board is July 27, 2020.

Ms. Cooper and Ms. Thoe added that the demolition at the North Housing site are in progress. The contract has been signed and there will be site work after the July 4, 2020 holiday.

Vice Chair Tamaoki referred to page 35 and commented about the last meeting with Building Futures, mentioning that there was discussion about a "wish list" of what the supportive housing would look like and asked if there is a plan to start these meetings again to continue moving forward. Ms. Thoe explained that this has been requested but there has been delay in recent months. Prior to COVID-19 staff Building Futures had talked about contracting with a real estate development consultant to participate in these conversations, but this has not happened yet. APC and Building Futures have been working hard to take care of their homeless populations while dealing with other issues during COVID 19. Ms. Thoe commented that AHA has asked about restarting conversations and hopes that as the Planning Board meeting comes around situations will stabilize, and meetings can restart.

Commissioner Weinberg referred to page 42, regarding the rejection in May of the FDS and Mr. Louie So, Director of Finance, explained that a few months ago, HUD reviewed the submission and had a variety of comments. Mr. So explained many of





the items from HUD were questions about the allocations and line items. Mr. So explained that he deadline for resubmittal is September 30, 2020, and that he plans to resubmit the FDS prior to that date.

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

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

Abstained: 1 Commissioner Hadid

- *8-A. Approve Minutes of the Board of Commissioners Meeting held May 20, 2020
- *8-B. Accept the Monthly Overview Report for Operations/H.R./I.T.
- *8-C. Accept the Monthly Overview Report for the Housing Programs Department
- *8-D. Accept the Monthly Overview Report for the Alameda Rent Program
- *8-E. Accept the Monthly Overview Report for Property Operations
- *8-F. Accept the Monthly Overview Report for Housing & Community Development
- *8-G. Accept the Monthly Development Report for North Housing
- *8-H. Accept the Monthly Overview Report on Procurement
- *8-I. Accept the Finance and Budget Variance Report for July 1, 2019 through April 30, 2020
- *8-J. Approve the Executive Director or Designee to Negotiate and Enter into a Landscaping Contract Between the Housing Authority and Banksia Landscape in the Amount Not To Exceed \$352,686 for a 5 total years (3 Years, Plus Two One-Year Renewal Options)
- 8-K. Receive and file a lease between the Housing Authority of the City of Alameda the owner, G&L 1x Marina Village Office Park and the sublessee LP/ [24]7.ai, Inc. for the property located at 1101 Marina Village Pkwy, Alameda, CA 94501 APN: 74-1334-64
- *8-L. Accept a Report on the Delegation of Authority to the Executive Director, or Designee, to Exercise Emergency Powers during the Local Public Health Emergency
- *8-M. Accept an Update on the Alameda City Council Referral from October 15, 2019
- 9. <u>AGENDA</u>
- 9-A. Adopt the Authoring Resolution for the Ground Lease, Seller and Cash Loans, and Financing and Ownership Structure for Rosefield Village, and Authorize a Predevelopment Loan Increase to \$3,100,000 to Island City Development

Ms. Cooper commented that staff is excited to bring the Rosefield deal before the Board and explained that this important site has provided invaluable affordable housing for a long time, but AHA will be able to create more housing on this site.

Mr. Tony Weng, Senior Project Manager shared a presentation overview of the Rosefield Village Redevelopment project.





The presentation reviewed the Project Scope for demolition, construction, and rehabilitation, provided a rendering of the new building, explained the affordability restrictions, and funding. The presentation also provided a summary of permanent financing sources, provided a Rosefield Village timeline, showed the Rosefield Organizational chart, and posed staff recommendations.

Ms. Mertz explained that as deals go through underwriting, there can be minor cost shifts. There is a slight difference between the amount shown in the presentation versus the Board memo because, at the time of writing the memo, the costs shifted. Specifically, the operating budget increased to \$9,010 per unit, per year and the AHA loan that has changed. A clarification was provided that the predevelopment loan has increased from \$2.5 MM to \$3.1 MM. Ms. Mertz explained that when AHA signed with Freddie Mac and a firm commitment is given, then a deposit of approximately \$300,000 will be required prior to closing, and thus additional predevelopment funds were needed.

Ms. Cooper explained that staff originally asked for a \$7 million loan, but the loan will be around \$2 million. After a conversation with the contractors, the hard costs should come in slightly below budget and this includes the additional work related to the power with AMP.

Commissioner Rickard Stuart expressed his excitement around this project and commented that one of the challenges faced in this work is the cost of providing these units. Commissioner Rickard commented that looking at the analysis, the costs are a big number, and while he is supportive, it would be great to do these projects at a number that would allow more future projects. Mr. Weng commented that this is a federally prevailing wage project which increases the cost. The Commissioners took turns commenting on the project, their excitement, and gave kudos to staff for the hard work put into this project.

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

- Yes: 7 Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
- 9-B. Recommendation to Authorize the Executive Director to Approve a Three-Year Service Agreement between the City of Alameda and the Housing Authority of the City of Alameda, for FY 2020-21 through FY 2022-23, to Administer the Rent Control Ordinance (Ordinance No. 3250) and Implementing Regulations for the City of Alameda's Rent Program

Mr. Greg Kats, Director of the Alameda Rent Program, explained the item before the Board and commented that the current service agreement expires at the end for this month. The new agreement has already been taken before the City Council on June





16, 2020 and Mr. Kats walked the Board through each of the differences between both the new and old service agreements.

Chair Kurrasch asked if there has been resistance from landlords regarding the Rent Registry and Mr. Kats explained this is a daily occurrence because this is the first comprehensive process for the registry, and it is also all online. Mr. Kats explained that his staff are very patient and understanding and have been able to amicably register about 70% of the Alameda units. Chair Kurrasch commented that this is a good number for the first year. Mr. Kats explained that staff continues to follow-up with those that have not registered yet and are working with the City Attorney's office on non-compliance.

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

- Yes: 7 Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
- 9-C. Provide Direction to Staff on a First Amendment to the Services Agreement for Fiscal Years 2019-2020, 2021-2022 and 2022-2023 between the City of Alameda and the Housing Authority of the City of Alameda Amending the Scope of Work and Budget to Return Administration of Certain Services Including the Community Development Block Grant and HOME Programs back to the City, and Extending the Term of the Services Agreement to June 30, 2023

Ms. Cooper explained that this item relates to an existing services agreement and that the item before the Board is the first amendment that is being proposed. Ms. Cooper provided background information and commented that agreement covers City funding to conduct housing services and AHA funding the cost of policing. Ms. Cooper explained that the City would like to take the CDBG and HOME programs back under the management of the City, that there is a transfer plan to ensure a smooth transition, and mentioned that the new 3-year agreement proposes an August 1, 2020 transition start date.

Ms. Cooper explained the transitional staffing implications and discussed the affected positions and noted that AHA will follow the employee handbook. Where qualified, staff have the option to apply for other AHA jobs. Due to the tight timeline, AHA has also proposed in the new budget a transitional fund in the budget which will cover 2 months of salary for the affected staff to allow time for internal moves, if applicable.

Ms. Cooper commented that this change in agreement has brought to light the question about AHA funding policing services at its sites. This is a legacy service which began over 20 year ago and continued once when the AHA transitioned away from the City, and services have changed over the recent times, AHA now provides





stronger onsite services, resident managers, social services, and the City Council has put forth an item for October 2020 to review policing in Alameda.

Ms. Cooper reviewed the options before the Board. Commissioner Kay asked if the 180-day termination notice issued pertaining to Option #4 relates to policing services and Ms. Cooper explained that under option 4, if directed by the Board to go into negotiations with the City, the AHA could ask for an amendment to the policing contract, and if the City did not agree with the amendment, the AHA could issue a termination notice. Commissioner Hadid asked if the termination notice for CDBG/HOME/BMR came from the City. Ms. Cooper confirmed that the request to take back CDBG/HOME/BMR came from the City and while the City is happy with the service AHA has provided, restructuring has occurred at the City and the City feels it would be more efficient to handle these services again.

Commissioner Kay expressed confusion regarding the role of APD in terms of AHA properties and, in terms of the overall cost of policing services, asked what AHA is getting in return for this cost. Ms. Cooper referred to exhibit C and commented that AHA tenants are eligible the same services as anyone in Alameda, and that the services in the agreement are additional to these services and are funded by AHA. Ms. Cooper explained that if the Board chose to go with Option #4, staff could begin negotiations with the City and internally, look at what policing services are being provided for this money, review whether these services are still needed, and come back to the Board with either a revised Exhibit C or a proposal that something different be done with the funds.

Commissioner Hadid commented on a few services provided through this agreement and asked what additional benefits tenants would lose by exiting the agreement. Ms. Cooper explained that tenants can and should still call 9-1-1 should the situation arise and explained that there should be no difference in emergency services between AHA tenants and other Alameda residents. A dialogue ensued regarding some current services and the need to review essential services going forward.

Chair Kurrasch expressed interest in Option #4 and a dialogue ensued regarding the option to revisit the Alameda Police Department agreement.

Commissioner Grob asked if there is a space for community engagement where the community can provide feedback on experiences with the assigned officers. Commissioner Grob asked for more information regarding the transitional timing for Option #4 and commented that while staff presented a good transition plan, if this is too quick, would AHA be able to negotiate a longer transition. Ms. Cooper agreed that receiving resident feedback would be helpful and commented that there needs to be a clear definition for staff and tenants regarding the impacts of potential changes. AHA would like to hear tenant concerns. Ms. Cooper explained that August 1st was not AHA's preferred date, but the City was not open to a later transition.

Commissioner Hadid expressed his views of the positive impact of Alameda Police services at the Esperanza Plaza, expressed concerns if these services were to end,





and asked for a smooth transition. Ms. Cooper explained that Option #4 is not a rapid transition and commented that all parties would like to avoid an abrupt change. More time is needed to determine what is being provided versus what is essential and any changes would come back to the Board.

Vice Chair Tamaoki expressed support for Option #4 and asked for clarification around the appropriate way to move forward. Ms. Jhaila R. Brown, Attorney at Goldfarb & Lipman LLC, explained that the amendment will need to be mutually agreed to by both AHA and the City as this is not a unilateral amendment. If there is not an agreement, the option would be to keep the status quo or terminate the agreement with a 180-day notice.

Commissioner Grob mentioned revisiting which services that have been rendered and comparing them to the agreement so that the Board can make a more informed decision of essential items which should be present in the revision agreement and a breakdown would be helpful in understanding the service costs are calculated.

Commissioner Rickard expressed support for Option #4 and commented on the importance of receiving value for the money spent and the importance of tenant/resident feedback regarding policing services.

Commissioner Hadid commented on tenant participation and the difficulty of tenant collaboration.

Commissioner Grob moved to accept the motion to move forward with Option #4 and Commissioner Weinberg seconded the motion. This meeting took place via teleconference, so a roll call vote was taken; all were in favor and the motion passed unanimously:

- Yes: 7 Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
- 9-D Approve the Schedule of Authorized Positions and Adopt the Corresponding Resolution to Adopt a Revised Pay Schedule

Ms. Janet Basta, Director of H.R. and Operations, explained that this year staff is bringing the authorized positions as a separate memo because of the number of changes to the schedule of positions, all of which are highlighted in the memo before the Board. Staff is proposing a reduction of the FTEs this year and Ms. Basta explained the reasons behind the reduction change.

Ms. Basta explained that there were also several changes in existing positions. This includes, in the Housing & Community Development department, the Management Analyst position is being replaced with a Senior Project Manager position due to the number of upcoming new development projects.





Ms. Basta commented that the Pay Schedule changes are relatively minor, and that management will come back before the Board in August with COLA recommendations. Ms. Basta explained that there is a change in the City of Alameda's minimum wage and there are minor title changes now. Staff will come back in August with additional changes, but the edits proposed have been incorporated into the budget which will be presented later in this meeting.

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

- Yes: 7 Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
- 9-E. Adopt the Resolution to Approve the Housing Authority's One Year Budget for Fiscal Year July 1, 2020 to June 30, 2021

Ms. Cooper thanked staff for all of their hard work on heavy lift of preparing the oneyear Budget. Mr. Louie So, Director of Finance, gave a Budget presentation for FY 2020-2021. Mr. So first explained the methodology for the budget explained that expenses have been adjusted to incorporate the current health situation. Mr. So reviewed the FY 2020-2021 Budget Highlights (Attachment A) and explained the budget structure, what is included in the budget, AAHC, and what is not included in the budget. Mr. So reviewed the Housing Assistance Payments (HAP pass-through) and explained that due to increases in HAP costs, AHA will be in shortfall.

Mr. So explained operating income and explained income sources and operating expenses including increases and what caused the increases. Mr. So reviewed attachment C regarding the 11 Capital Improvement Projects, reviewed the AHA properties, walked through the Housing Programs Department regarding insufficient Administrative Fee, and explained the proposed Board action of approving a fund transfer as needed.

Mr. So provided the summary that the budget is balanced with an operating surplus of \$197,158. Staff recommends the adoption of the Housing Authority's budget for FY 2020-2021 including the approval of the operating income and expenses, the HAP budget, and CIP. Mr. So then opened the presentation up for comments.

Vice Chair Tamaoki referred to page 205 of the packet, line 7 and 8 with administrative salaries, and commented that conceptually it makes sense how there may be savings with vacant positions and salary savings, but expressed surprise at the magnitude of the fluctuation and asked if there is anything unusual about this variability. Mr. So explained that AHA currently has a high number of employee vacancies, and the salary budget covers an entire year for a position including benefits. Mr. So commented that this does look surprising but explained that there is a reason behind it. Ms. Cooper added that staff have had a budget policy where all vacancies are budgeted at the maximum step level and every vacancy is budgeted for a full year and full family member. Ms. Cooper also explained that the Risk





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Manager and Communications Manager were added last year, and these salaries were not accounted for in the previous budget. Ms. Cooper explained that the FLMA rules have changed under COVID-19 and with staff being out of the office, the budget anticipates funding for temporary staff. There is also a 15% increase for medical, since there is a possibility that there will be an increase in benefits this year due to COVID-19.

Ms. Cooper added that one of the options next year would be to come back with a less conservative budget.

Vice Chair Tamaoki commented that given the choice, a conservative budget is preferred and thanked staff for the explanation.

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

Yes: 7 Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg

Ms. Cooper gave a brief 1-Year Anniversary announcement in recognition of Mr. So, the Finance Director, and thanked him for all his hard work and dedication

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

None.

11. COMMISSIONER COMMUNICATIONS (Communications from the Commissioners)

None.

12. <u>Alameda Affordable Housing Corporation Meeting</u>

Alameda Affordable Housing Corporation Meeting (The Board of Commissioners of the Housing Authority of the City of Alameda serving in their capacity as Board of Directors of the Alameda Affordable Housing Corporation

13. Public Comment (Non-Agenda)

None.

- 14. AAHC AGENDA
- 14-A. Accept Annual Report and Audited Financial Statements for the Housing Authority of the City of Alameda Showing AAHC's Financials as a Blended Component Unit





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Ms. Cooper provided clarification that the Annual Report is the financial statements and are required by the state of California. Mr. So explained that this item is the audited financial statement for AAHC. Mr. So commented that, as previously discussed in a previous BOC meeting, AHA was audited, there have been changes in personnel, and now the department is fully staffed.

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

- Yes: 7 Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
- 14-B. Accept Report on the Federal and State Tax Returns for the Fiscal Year Ending June 30, 2019

Mr. So commented on the draft beginning on page 213 and onward and explained that AAHC is required to file the form and tax returns are due in July 2020, under the current health crisis. These documents are coming before the board for approval.

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

- Yes: 7 Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
- 14-C. Approve the AAHC One-Year Operating and Capital Budget for Fiscal Year July 1, 2020 to June 30, 2021

Mr. So explained that AAHC is required to adopt an annual budget. All the numbers were included in the AHA budget and an exhibit is presented on page 260, which shows the operating cost. Agenda 9-E, attachment C reflects a breakdown of this one-year operating budget.

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

- Yes: 7 Chair Kurrasch, Vice Chair Tamaoki, Commissioner Grob, Commissioner Hadid, Commissioner Kay, Commissioner Rickard, and Commissioner Weinberg
- 15. <u>CONTINUATION OF CLOSED SESSION OF HOUSING AUTHROITY BOARD OF</u> <u>COMMISSIONERS – IF NEEDED</u>





. .

Closed Session reconvened and Chair Kurrasch explained that the Board would continue discussion on the item not previously covered during Closed Session.

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

Chair Kurrasch reconvened the Regular Meeting at 9:27 p.m. and stated that the Board met in Closed Session an gave direction to staff. Chair Kurrasch then thanked everyone remaining on the call for attending the meeting.

Ms. Lynette Jordan, Director of Housing Programs, gave kudos to Ms. Cooper regarding her hard work and the positive transition she has provided to staff during COVID-19. Ms. Jordan explained that Ms. Cooper anticipated potential issues and put AHA ahead of the curve in terms of the current health situation.

17. ADJOURNMENT

There being no further business, Chair Kurrasch adjourned the meeting at 9:28 p.m.

Vanessa M. Cooper Executive Director/Secretary Arthur Kurrasch, Chair Board of Commissioners



12 of 147



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

701 Atlantic Avenue • Alameda, California 94501-2161

DRAFT MINUTES

SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA HELD WEDNESDAY JULY 9, 2020

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

The Board of Commissioners Meeting was called to order at 5:32 p.m. via a zoom online conference call.

PLEDGE OF ALLEGIANCE

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

1. <u>ROLL CALL</u> - Board of Commissioners

Present: Chair Kurrasch, Vice Chair Tamaoki, Commissioner Hadid, Commissioner Kay, and Commissioner Rickard

- Absent: Commissioner Grob and Commissioner Weinberg
- 2. Public Comment (Non-Agenda)

None.

Commissioner Hadid commented that when the zoom meeting began, there was a message that the meeting was being recorded and asked if this was normal practice. Ms. Vanessa Cooper, Executive Director, confirmed that yes, a voice recording is made during every Board of Commissioners meeting and these recordings are stored by staff, as is the normal practice.

- 3. <u>AGENDA</u>
- 3-A. Presentation on Options for Creating Affordable Housing at 80%-120% AMI; Presentation by Catalyst Housing

Ms. Cooper introduced the item before the Board of Commissioners and explained the growing need for the creation of affordable housing at 80-120%. Ms. Cooper explained that AHA has looked at models such as the ones in tonight's presentation





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in the past and, in additional to lower income housing, staff is also interested in other options at higher income levels. Ms. Cooper commented that this presentation would be an overview and questions can be asked as they arise rather than only at the end of the presentation.

Ms. Cooper reminded the Board that there is no decision tonight and that this is a presentation for more information and a learning opportunity for everyone on the call. Ms. Cooper introduced Mr. Jordan Moss, founder of Catalyst Housing Group, and Allison Arnold, Catalyst Housing, who provided a conversational presentation.

Mr. Moss explained that he has been in the housing space for 20 years and started Catalyst to focus exclusively on affordable housing. Mr. Moss explained the difficulties involved with financing and putting projects together and that the inability to serve the middle-income demographic is also an issue Catalyst Housing Group aims to tackle.

Mr. Moss gave an overview of how Catalyst Housing Group came together, their mission, and how they are able to finance projects. Mr. Moss described the CalCHA partnership with Catalyst and explained that CalCHA is a joint powers authority, explaining that Catalyst partners with CalCHA by securing additional JPA members, the process of identifying acquisition/development opportunities, performing all required due diligence, and providing all upfront transaction costs. Catalyst is not the owner but serves as an asset manager for the projects, including ongoing reporting and compliance responsibilities.

Mr. Moss explained financing and bonds and touched on governmental ownership and explained that CalCHA's direct governmental ownership of multifamily rental communities provide two powerful by-right benefits, 100% LTC tax-exempt financing and 100% property tax exemption.

Ms. Cooper commented that Catalyst looks for existing buildings that are potential for acquisitions and utilizes the property tax exemption and the tax-exempt financing working through a governmental organization in order to take the buildings, reduce the current rent, and add rent caps on the units going forward.

Mr. Moss explained scalable financing and tax exemptions, housing affordability, the public benefit, and purchase offer agreements. Mr. Moss commented on the local approval process, explaining that CalCHA's middle-income essential housing model requires simple local approvals such as CalCHA membership, support of CalCHA bond issuances, and acceptance of surplus economics.

Mr. Moss explained W.E.L.L (Work Engage Live Local) communities and showed completed properties in Santa Rosa, Fairfield, Larkspur, California. Mr. Moss commented on future projects and explained that they have identified following nearterm opportunities to significantly enhance their essential middle-income model through development, public partnerships, RHNA reform, and reduced capital costs.





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Mr. Moss commented on the launch of a new nonprofit called the Essential Housing Fund which was created to directly reduce rental rates for essential workers and cultivate additional innovative asset ownership models in other states. Mr. Moss commented on technological advancement and opened the presentation for additional questions.

The Board of Commissioners and AHA staff asked questions and an open dialogue ensued.

Everyone thanked Mr. Moss for this time and the informative presentation.

This was a presentation item, so no action or voting took place.

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

None.

5. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Ms. Cooper announced that a new Director of Housing Development has been hired and the hope is to email more information in the next few days as the intended start date for the new employee is August 10, 2020.

Ms. Cooper also reported that the North Housing Project demolition is expected to start on Monday, July 13, 2020.

6. ADJOURNMENT

There being no further business, Chair Kurrasch adjourned the meeting at 6:52 p.m.

Vanessa M. Cooper Executive Director/Secretary Arthur Kurrasch, Chair Board of Commissioners





Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To:	Honorable Chair and Members of the Board of Commissioners
From:	Janet Basta, Director of Human Resources and Operations
Date:	August 19, 2020
Re:	Accept the Monthly Overview Report for Operations, H.R., and I.T

BACKGROUND

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

Human Resources and Operations

A summary of unfilled positions that are on the Schedule of Authorized positions is presented below. Positions are listed by department, and information about current and recent recruitments is included.

<u>Department</u>	<u>Position</u>	<u>Number of</u> <u>Vacant</u> Positions	<u>Recruitment</u> <u>Status</u>	<u>Other</u> <u>Updates</u>
Administration	Management Analyst	1 FTE	Ongoing recruitment	
	Communications Manager	1 FTE	Outside recruiter assisting with recruitment; interviews in process	
	Risk Manager	1 FTE	Outside recruiter assisting with recruitment; interviews in process	
			recruitment; interviews in	





Honorable Chair and
Members of the Board of Commissioners

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Finance		0 FTE		Department is fully staffed
Housing Programs	Program Assistant	1 FTE	Applications in process	Shared position with Housing Development
Property Operations	Director of Portfolio Management	1 FTE	Outside recruiter conducting recruitment; interviews in process	
	Assistant Resident Manager: IP	.13 FTE	Initial postings not successful	On hold; using security to cover after hours
Housing Development	Senior Project Manager	1 FTE	Outside recruiter conducting recruitment; interviews in process	Director position filled,
Rent Program	Management Analyst	1 FTE	Interviews in process	

Summary:	Total FTE's approved for FY 2021:	53.63
	Number of vacancies:	7.13
	Number of active recruitments:	7.00

In July, the Senior Risk Manager from Sedgwick, the risk management provider for CHRWAC, conducted a remote review of AHA's COVID-related procedures and practices, as well as physical aspects of the main office. No significant changes were recommended, and suggestions made, such as posting additional signage and monitoring supplies of hand sanitizer/wipes, have been implemented. Additionally, AHA's maintenance team installed clear vinyl curtains in front of the majority of cubicle openings to provide an additional physical barrier, and installation of glass panels to add height to some cubicle walls is also planned in the upcoming month. The HVAC system was updated to allow for increased outside are flow and higher level of filtering. A COVID supplement to our IIPP (Injury and Illness Prevention Plan) as well as a video training on COVID, also from Sedgwick, were distributed to all employees on AHA's e-learning platform.



August 19, 2020 Page 3 of 5

A number of staff are continuing to utilizing the new EFMLA leave for child care/school closure issues; during June and July, seven staff (13% of positions) were on full-time or intermittent EFMLA leaves, several of which have been extended due to ongoing challenges with securing child care and/or notifications of school closures in the upcoming academic year. Staff can be absent for up to 12 weeks under this program. Depending on the circumstances, this can be in addition to other staff absences due to medical, disability or vacation leaves.

Management continues to plan for business continuity, including identifying essential tasks and personnel, to ensure that critical work can be completed with a reduced number of staff including, in some cases, assigning some specific employees to essential business tasks in other departments up through at least September 30, 2020. Outside consultants and/or staff from temporary agencies are also being utilized as needed to address staffing deficits, including providing coverage for staff on other forms of leave (ex, medical or family care leaves) which have also increased over recent months.

In June and July, a total of thirteen staff (24%) were on some type of full-time or intermittent leave of absence. Additionally, with the addition of new (and more generally applicable to a variety of illnesses) COVID symptoms and AHA's protocols restricting symptomatic employees from being in the workplace, overall absence levels have increased, adding to the daily staffing challenges.

Information Technology/Policy/Administration

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodation (RA) processing and a status report on the processing of the requests as of July 7, 2020.

	Number of new submissions in the month	Number still in process	Number closed out (letter sent)	Running total of new submissions	Running total of RAs closed out
January	18	0	18	18	18
February	10	0	10	28	28
March	11	0	11	39	39
April	6	0	6	45	45
May	9	2	7	54	52
June	4	0	4	58	56

There has been a decrease in requests since the shelter-in-place. Staff accept requests via e-mail, fax, in person, and phone along with accepting a paper form submitted through the drop box or by mail, so, if a request is needed, participants and tenants can still make requests in a variety of methods. Two possible reasons for the decrease is 1) the fact that there are very few households with active vouchers, so voucher extension requests





August 19, 2020 Page 4 of 5

are not as numerous as normal and 2) due to the current health situation, there are fewer termination notices going to families as the HQS inspections are currently on hold.

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

The IT service tickets for the months of May and June 2020 are being reported this month. The tickets for May and June fell primarily into two (2) categories: routine desktop support and support related to teleworking.

The workload of IT service tickets for May were relatively low compared to both last year and the surrounding months. For May, we had one (1) tickets where the response time was not correctly measured, which spiked the average response time to 2.14 hours. Disregarding this outlier, the average response time for May tickets was only about 0.18 hours.

Techordia Service Ticket Requests - May 2020						
Type of Service Request	Number of Tickets					
Access rights	2					
Hardware	13					
Software	13					
On Boarding / Off Boarding	3					
On Site Visits	3					
Cyber Security	0					
TOTAL:	34					

For June, we had two (2) tickets where the response time was not correctly measured, which spiked the average response time to 3.55 hours. Disregarding these outliers, the average response time for June tickets was only about 0.19 hours.

Techordia Service Ticket Requests - June 2020						
Type of Service Request	Number of Tickets					
Access rights	7					
Hardware	20					
Software	19					
On Boarding / Off Boarding	6					
On Site Visits	0					
Cyber Security	0					
TOTAL:	52					

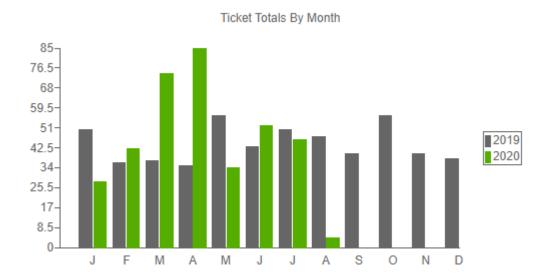
As of 8/3/2020, there have been 365 tickets this year, and, at that time, there were 41 open tickets. As can be seen in the below graph, tickets have decreased from the high





August 19, 2020 Page 5 of 5

in April. Below is a chart of tickets for year 2019 versus 2020. Techordia continues to support staff remotely, but the twice-a-week onsite visits have continued to be suspended and in office staff are being asked to do basic troubleshooting and take responsibility for their equipment such as changing out printer cartridges.



Over the past few years, staff has been working towards moving systems more online and remote, such as the launch of Rent Café in 2019. In March VENDORCafé, along with an emergency messaging system, was launched. In April, staff launched an interim reporting process for participants in the assisted programs operated by the Housing Programs Department and DocuSign was launched for use to obtain signatures remotely. In July, a landlord portal was launched for landlords participating in the Housing Choice Voucher program to have remote access to see their payment ledgers, upcoming and completed inspections, and upload documents such as eviction notices. Staff have continued to work behind the scenes to set-up more online options, which should be launched shortly including online rent payment by credit cards and an applicant portal to communicate with applicants.

RECOMMENDATION

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

Respectfully submitted,

Janet Basta Janet Basta Janet Basta Director of Human Resources and Operations JCB/TMSC







Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To:	Honorable Chair and Members of the Board of Commissioners
From:	Lynette Jordan, Director of Housing Programs
Date:	August 19, 2020
RE:	Accept the Monthly Overview Report for the Housing Programs Department

BACKGROUND

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

Shortfall Update

On May 6, 2020 AHA received the official notification of the Shortfall Prevention Team (SPT) Specialist's confirmation of a projected shortfall for the HCV Program for CY 2020. AHA was assigned a "shortfall" team to monitor monthly HAP and administrative costs. The first SPT conference call was held on Thursday, May 28, 2020 to discuss next steps and an Action Plan was developed. The meeting was very productive due to the proactive measures AHA had implemented prior to the official notification. HUD was able to assure AHA staff that funding commitments for the PHA 2 new PBV projects coming online this year with a total of 36 vouchers is allowed and AHA will be taken into account when setting shortfall funding.

In July, AHA continued to meet with the Shortfall Team to monitor spending and discuss efforts to collect on debts owed to the Agency through portability and over vouchering. Staff reviewed over voucher reports and met with families to review the family's income, assets, and voucher size. Finance Department continued it collection efforts on an outstanding 150K in port billing.. A review of the two year tool shows AHA could be out of shortfall as early as August. A follow-up meeting is scheduled with HUD on August 8, 2020 to review AHA shortfall status.

Waivers Update

In July 2020, AHA utilized the HQS-6 Regulatory Authority 982.405(b) to complete the remaining (3)-inspections at Independence Plaza using self-certification. A copy of this waiver list is posted on our website at www.alamedahsg.org. and attached to this memo marked Attachment 2.

Online Annual Recertification

The Online Recertification portal was launched on September 1, 2019 to all program participants whose recertifications' effective date was January 1, 2020, .In the month of





August 19, 2020 Page 2 of 2

June and July 2020 staff completed 300 online recertifications. Of that, a total of 16 recertifications were completed through the Reasonable Accommodation process.

Online Interim Process

The online interim process became available online in the month of May. Participants can now report increases/decreases in income, and household composition changes though the Rentcafe portal. This online interim process has been beneficial to participants during this COVID period due to the stay in place orders and participants inability to submit paperwork directly to the office. In the month of June and July staff completed 89 interim adjustments. Of that total, 12 were completed through the new online system.

Lease up of Project Based Vouchers

Corsair Flats

Initial meetings for leasing the 25 Veterans Affairs Supportive Housing (VASH) Project-Based Vouchers awarded to Eden Housing's (Corsair Flats) project began in January, 2020 between Eden, the Housing Authority and staff from Veteran's Affairs. Since the start of the project AHA staff held weekly leasing meetings and staff have processed 24 applicants and 21 of VASH seniors have moved into their new units.

Independence Plaza

Independence Plaza was awarded 25 Project-Based Vouchers (PBV). Once the families were selected AHA staff processed the family's eligibility and have completed lease-up of 22 of the 25 families. AHA hopes to complete the lease-up of the remaining 3 households shortly.

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

RECOMMENDATION

Accept the Monthly Overview Report for the Housing Programs Department.

Respectfully submitted,

DocuSigned by:

Lynette Jordan

Lynette Jordan Director of Housing Programs

Attachment:

- 1. Housing Programs Department Performance Report
- 2. AHA Implemented Waiver Table



Attachment 1 - Housing Programs Department Performance Report Month of JUNE & JULY 2020

Item	January	February	March	April	Мау	June	July	August	September	October	November	December	YTD
HAP spent for month	\$2,653,885	\$ 2,673,013	\$2,679,088	\$ 2,619,470	\$2,613,628	\$2,563,607	\$2,567,909						\$ 18,370,600
Vouchers under lease at start of month	1487	1480	1497	1489	1455	1460	1460						n/a
Vouchers issued during the month	0	0	19	1	0	0	0						20
New units leased in private market	4	1	1		3	2	1						12
New units leased in affordable market	0	0	0	0	3	2	1						6
Seeking vouchers	23	30	25	14	23	27	25						167
Port outs leased	0	0	2	0	0	1	1						4
Port ins leased	2	3	1	1	0	1	1						9
Annuals completed	121	117	75	97	121	140	160						831
Interims completed	43	42	56	145	47	41	48						422
Rent Increases completed	45	28	23	20	16	41	23						196
Inspections conducted	157	45	36	0	0	0	0						238
Inspections passed first time	80	13	10	0	0	0	0						103
Hearings requested	10	4	6	1	2	9	2						34
Hearings held	1	1	0	1	1	1	1						6
End of Particiaption *	3	3	1	2	3	2	3						17

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

Attachment 2

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

HOUSING AUTHORITY OF THE CITY OF ALAMEDA (CA062)

IMPLEMENTATION OF PIH NOTICE 2020-05 WAIVERS

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends
HQS-5 Biennial Inspections	<u>Statutory Authority</u> Section 8(o)(D) <u>Regulatory Authority</u> §§ 982.405(a), 983.103(d)	 Allows for delay in biennial inspections All delayed biennial inspections must be completed as soon as reasonably possible but by no later than October 31, 2020. 	4/10/2020	One year after the date on which the biennial inspection would have been required in the absence of the waiver
HQS-6 Interim Inspections	<u>Statutory Authority</u> Section 8(0)(8)(F) <u>Regulatory Authority</u> §§ 982.405(g), § 983.103(e)	 Waives the requirement for the PHA to conduct interim inspection and requires alternative method Allows for repairs to be verified by alternative methods 	4/10/2020	12/31/20

Attachment 2 (Cont.)

25

HQS-8: PBV HAP Contract – HQS Inspections to Add or Substitute Units	<u>Statutory Authority</u> Section 8(o)(8)(A) <u>Regulatory Authority</u> §§ 983.207(a), 983.207(b)	 Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no life- threatening deficiencies Allows for delayed full HQS inspection 	5/21/20	12/31/20
HQS-9 HQS QC Inspections	Regulatory Authority § 982.405(b)	 Provides for a suspension of the requirement for QC sampling inspections 	4/10/2020	12/31/20
HCV-2 PHA Oral Briefing	<u>Regulatory Authority</u> § 982.301(a)(3) § 983.252(a)	 Waives the requirement for an oral briefing Provides for alternative methods to conduct required voucher briefing 	4/10/2020	12/31/20
HCV-3 Term of Voucher - Extensions of Term	Regulatory Authority § 982.303(b)(1)	 Allows PHAs to provide voucher extensions regardless of current PHA policy 	4/10/2020	12/31/20
11 b SEMAP	Regulatory Authority § 985	 PHA to retain prior year SEMAP score unless requests otherwise 	8/19/20	3/31/21



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701 Atlantic Avenue • Alameda, California 94501-2161

То:	Honorable Chair and Members of the Board of Commissioners
From:	Greg Kats, Rent Program Director
Date:	August 19, 2020
Re:	Accept the Monthly Overview for the Alameda Rent Program

<u>DATA</u>

The monthly reports for the Alameda Rent Program are available at <u>www.alamedarentprogram.org</u>. For outcomes of submissions reviewed, please see the full report available online.

	Мау	June	July
Rent increase submissions*	0	1	2
Termination of tenancy submissions	0	1	1
Buyout agreement submissions	2	1	2
Capital Improvement Plan submissions	0	1	0
Number of hearing petitions submitted	1	1	1
Number of hearings held**	2	1	0

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

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



August 19, 2020 Page 2 of 4

MONTHLY UPDATE

The final deadline for the online registration process for City of Alameda residential rental properties was May 25, 2020. Alameda Rent Program staff are currently processing late submissions and updating unit data in the Rent Registry database. The Alameda Rent Program will continue to process late submissions, as they come in.

The latest registration statistics indicate the following:

- 72.22% of rental properties are registered
- 79.02% of rental units are registered
- 1,057 unit exemptions requested
- 92.90% unit exemptions approved
- 164 property exemptions requested
- 66.46% property exemptions approved
- 1,443 rent increase errors detected based on landlord submissions

In July 2020, the City of Alameda's Finance Department began mailing out invoices, to rental property owners and property managers, for the Alameda Rent Program's 2020-21 annual program fee. The deadline for FY 2020-21 payments has been deferred until September 1, 2020 and owners who do not submit payment by the deadline will be subject to penalties after September 30, 2020. This year, the annual program fee has a tiered fee structure:

\$132 - Fully Regulated Units: Multi-unit properties built prior to February 1, 1995, which are subject to all of the provisions of Ordinance 3250.

\$84 - Partially Regulated Units: Single-family homes, condominiums, and multi-unit properties built after February 1, 1995. This category also includes permitted accessory dwelling units on the same lot as a single-family home. These rental units are subject to all of the provisions of Ordinance 3250, except for rent control.

\$0 - Rental units occupied by rent subsidized tenants (e.g., Housing Choice Voucher [Section 8] subsidized units).

Beginning July 1, 2020, owners will be allowed to pass through 50% of the fiscal year 2020-21 annual program fee to tenants, in 12 equal installments. Passing through 50% of the fee will not be considered rent for purposes of calculating a rent increase.

Alameda Rent Program staff continues to remotely engage in extensive community outreach to help the public, both tenants and landlords, better understand the amendments to the program regulations stemming from the passage of Ordinance 3250 in September 2019. Although the Rent Program has had to cancel its monthly informational workshops, staff continues to address questions and concerns from community stakeholders via phone and email. Staff has also developed



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August 19, 2020 Page 3 of 4

informational workshop videos, which have been posted on the program website, for tenants and landlords to access remotely instead of attending public meetings. Staff continues to work with the City Attorney's Office (CAO) on developing regulations for the new ordinance. It is expected that this will include regulations that impact the Section 8 Program. This work is currently in progress with the CAO.

The City Council approved a three-year service agreement extension between the City of Alameda and the Alameda Rent Program on June 16, 2020. This service agreement will remain in effect from July 1, 2020 to June 30, 2023. A copy of the new service agreement was provided to the Board in the June Board Packet. Noteworthy changes to the service agreement include the following:

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

The overall budget and staffing impacts for the agency are unlikely to be significant, as the Alameda Rent Program is funded through the aforementioned annual program fee, collected by the City. A new fee study, which set the updated program fees for FY 2020-21 (as indicated above), was also approved by the City Council on June 16, 2020.

On April 21, 2020, the Alameda City Council adopted an urgency ordinance imposing a freeze on rent increases for residential rent-controlled units in Alameda (generally, multi-family units built before 1995). The freeze on rent increases does not apply to rental units exempt from local rent control (generally, single-family homes, condominiums, and privately owned rental units participating in the Housing Choice Voucher Section 8 Program). Landlords of rental units subject to the rent increase freeze are now prohibited from increasing rents until January 1, 2021. Once the freeze on rent increases is lifted landlords will be able to impose a 1% rent increase, per the Annual General Adjustment (AGA) that became effective on September 1, 2020.

The urgency ordinance also expands eviction protections to prohibit no fault evictions based on an owner move-in or capital improvement projects, for all residential rental units. These are, in addition to earlier tenant protections, prohibiting evictions for failing to





August 19, 2020 Page 4 of 4

pay rent due to financial impacts arising out of the COVID-19 pandemic, which were enacted in an earlier version of the urgency ordinance. The ordinance does not relieve the tenant of the obligation to pay the full rent and, effective September 2020, tenants will have an extended period of 395 days to catch up on any rent that was not paid during the period from March 1, 2020 to 30 days following the end of the Declaration of Local Emergency.

The City Attorney's Office has also recently implemented enforcement actions in order to recoup unpaid program fees and compel owners to register their unregistered rental properties. During the months of June and July 2020, the City Attorney's Office sent letters to non-compliant owners requesting their cooperation in paying past-due program fees and complying with registration requirements.

The Rent Program will be presenting its FY 2019-20 Annual Report at the September 15, 2020 City Council meeting. This will be the first Annual Report produced by the program since the broad programmatic changes, stemming from the passage of Ordinance 3250, were implemented.

Finally, on June 30, 2020, the Alameda Rent Program renewed the lease for its office space for the six-month period covering October 1, 2020 to March 31, 2021. The program also rented an additional office, as necessitated by social distancing requirements, for the period of September 1, 2020 to March 31, 2021.

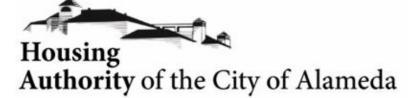
RECOMMENDATION

Accept the Monthly Overview for the Alameda Rent Program.

Respectfully submitted,

Grea kats Greg Kats Rent Program Director





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Cynthia Alvarez, Deputy Executive Director

Date: August 19, 2020

Re: Accept the Monthly Overview Report for Property Operations

BACKGROUND

This memo provides a high-level overview of the Property Operations Department's activities for the months of June and July 2020.

DISCUSSION

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

As discussed in May's memo, the management of additional properties transitioned to JSCo on July 1, as scheduled and AHA continues to directly manage Independence Plaza, Anne B Diament and China Clipper. Staff continued to transfer information to JSCo during this transition time, including rent reports, ledger updates and vacancy applicant information.

Staff absences during the month of June and July continued to impact property operations and required reallocation of staff time to ensure rent collection, applicant processing and life and safety items were prioritized.

VACANCY

The attached table (Attachment 1) reflects sixty four (64) vacancies out of six hundred and twenty-nine (629) units for all properties including: AHA owned and managed; affiliate owned; and third party managed by The John Stewart Company (JSCo), as of the end of July. Of these fifty one (51) are off-line for rehab or demolition – 47 at Rosefield, and 4 at the scattered sites. The scattered sites include 3 units at Sherman Street and one at Lincoln Avenue. It is anticipated these 4 scattered vacant units under rehab will be ready for occupancy by September 30. Progress is taking place in filling the remaining 13 vacancies.





August 19, 2020 Page 2 of 5

Of these 13 vacant units, seven are turned and ready for occupancy as of July 31 with continued work with the remaining 6 existing vacancies and newly vacated units. There are currently four 3-bedroom vacant units at Esperanza for which applications have been difficult to obtain. Three out of four of these vacancies were due to staff right sizing households to 2 bedroom and 1-bedroom vacant units within AHA's portfolio because the family size had decreased significantly since move in. Of the 13, 10 are to be filled by AHA and 3 by JSCO

Lease up coordination between AHA Property Management, JSCo, and AHA Housing Programs continues with a common goal to fill vacancies as expeditiously as possible. Applicants from waitlists have been either outreached or are in process for applicable vacant units. To the extent possible, and with the exception of Esperanza as discussed above, three to five applicants are processed for all vacancies, respectively. Vacancies that do not have a waitlist are posted on the AHA website and applications are available through the security guard seated outside the AHA office, as well as, GoSection 8, the Section 8 online search engine.

RENT COLLECTIONS

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

An explanation for properties with a collection rate below 98% or above 100% is provided below. As discussed in previous reports Property Operations monthly overview report, Independence Plaza's rental income was under-budgeted by approximately \$62,000 per month. The monthly budgeted amount should be \$172,000. This would then normalize the variance to account for the five (5) vacant units at the property with an income loss of \$6,540 and the rent credit on the units impacted by the elevator of \$20,565. These budgeting issues are corrected in the upcoming budget for FY 2020-2021.

The Scattered Sites' 91.1% collection rate is a result of the offline units. As explained above, there are four (4) units currently offline due to extensive repairs, which is an estimated income loss of \$7,654 each month. All four units have a revised expected completion and ready for occupancy date which is now anticipated to be September 30, 2020.

Anne B Diament's better than budget collection rate of 107.3% is due to catch up \$7,440 payment from Housing Programs Department.

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

RENT INCREASES

Rent increases for 2020 continued to be issued through the end of June. Due to the existing health crisis and the agency's corresponding short fall, AHA will cease all rent





August 19, 2020 Page 3 of 5

increases, except annual PBV rent increases, through October 31, 2020, at which time this decision will be revisited.

AHA continues its process of rightsizing over housed households. All households who are over housed and have a HCV, have, or will be, offered an opportunity to move to the correct sized unit when available, provided they are in good standing with AHA.

ADDITIONAL UPDATES

Staff continues to review and update our policies and procedures as the pandemic progresses. Staff continues to focus on mitigating risk to tenants and themselves during the health situation and to operate the properties as efficiently and effectively as possible within the various constraints the existing parameters require.

Tenants living through the AHA managed portfolio continue being contacted by property operations staff on a weekly basis during the Shelter in Place order. Staff is making these wellness calls to connect with tenants and provide a way to obtain their feedback. Households are encouraged to reach out to LifeSTEPS and, when deemed necessary, referrals to LifeSTEPS are made by staff.

Staff has previously discussed that, AHA's senior tenants continue to age in place, there are growing challenges to their ability to live independently and are further impacted as assisted living is rarely available to them due to the high costs associated with assisted living. During the current period, staff have identified one (1) household who has been out of their unit due to being at the hospital or a rehabilitation center for more than thirty (30) days.

Given the Shelter in Place, AHA staff are not doing annual unit inspections. There is concern that given social distancing and the prioritization of work orders that are deemed urgent or emergencies, that hoarding may be taking place unabated. To the extent possible, we continue to work with households we have already identified and refer them to LifeSTEPS. Pest control concerns have become more of an issue in recent months and there are linkages with hoarding. However, when all other avenues have been exhausted, staff engage with an AHA attorney to assist in getting cooperation from these tenants. A great amount of resources and staff time are taken when one household adversely impacts the greater community. It is an area that continues to underscore the higher level of care some tenants require in order to mitigate impact on neighbors and ensure a tenant's well-being especially given the health situation in which we are operating.

Social Services

Staff continues to be in discussions with LifeSTEPS to ensure there is ongoing support for tenants, especially during these very trying and challenging times. LifeSTEPS is also observing social distancing and while they are onsite during their regularly





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August 19, 2020 Page 4 of 5

scheduled hours, they do not do in-person delivery of services. LifeSTEPS has been providing assistance remotely to tenants and households and has linked them to financial service agencies, as needed, including to obtain unemployment benefits, as applicable.

AHA tenants have increased their access to the Food Bank during the Shelter in Place as schools have closed and some tenants are impacted with a change in their income levels. AHA continues to provide staffing to package and deliver food to 150 households every two weeks.

Maintenance

Staff continue to focus on turning vacant units. Protocols have been established to mitigate face to face interactions with tenants and staff. Preventative interior unit inspections and HQS in occupied units have been postponed.

Work orders continue to be entered into the system and priorities are assigned based on close review, including communication with tenants to ascertain the work requested. Work orders are prioritized based on emergency and urgent requirements. Maintenance staff are encouraged to leave or not enter a unit if social distancing is not practiced by tenants or if they observe anyone in the household who they deem may not be well.

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

Capital Projects

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

As presented in the June report, staff had been working on a significant rehabilitation of an elevator impacting 44 units at Independence Plaza. The elevator was brought back on online on July 8. During the time period, tenants were provided a rent credit, vacant units were held, and two households were permanently relocated within Independence Plaza.

Staff will provide an assessment on the viability of installing cameras at Esperanza at the September board meeting.

Financial Impact

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



RECOMMENDATION

Accept the Monthly Overview Report for Property Operations.

Respectfully submitted,

-DocuSigned by:

"unthia Alvarez 442FA0D130A9430...

Cynthia Alvarez Deputy Executive Director

ATTACHMENTS:

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

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ATTACHMENT 1

Month of July 2020

Property Name	Owned by	Managed by	Total units	Senior or Family	Manager units	Budgeted Gross Potential Rent	Tenant Rent Collected	Subsidy collected	Total Rent Collected	% collected
Independence Plaza	AHA	AHA	186	Senior	1	\$ 110,279.00	\$116,009.00	\$ 21,164.00	\$ 137,173.00	124.4%
Anne B Diament	AHHC	AHA	65	Senior	1	\$ 92,123.00	\$ 22,407.00	\$ 76,454.00	\$ 98,861.00	107.3%
Esperanza	AHA	AHA	120	Family	1	\$ 330,004.00	\$ 65,194.00	\$261,566.00	\$ 326,760.00	99.0%
China Clipper	AHHC	JSCO	26	Family	1	\$ 44,629.00	\$ 15,377.00	\$ 27,297.00	\$ 42,674.00	95.6%
Scattered Sites	AHA	JSCO	34	Family	0	\$ 70,938.00	\$ 14,352.00	\$ 50,259.00	\$ 64,611.00	91.1%
Parrot Village and Gardens	AHA	JSCO	58	Family	1	\$ 159,162.00	\$ 25,964.00	\$124,688.00	\$ 150,652.00	94.7%
Littlejohn Commons	ICD	JSCO	31	Senior	1	\$ 51,246.00	\$ 12,954.00	\$ 36,514.00	\$ 49,468.00	96.5%
Everett Commons	ICD	JSCO	20	Family	1	\$ 43,793.00	\$ 10,015.00	\$ 35,763.00	\$ 45,778.00	104.5%
Rosefield Village	AHA	JSCO	53	Family	1	\$ 95,405.00	\$ 1,325.00	\$ 9,207.00	\$ 10,532.00	11.0%
Eagle Village	AHA	JSCO	36	Family	1	\$ 91,972.00	\$ 21,574.00	\$ 70,812.00	\$ 92,386.00	100.5%
TOTAL			629		9	\$ 1,089,551.00	\$305,171.00	\$713,724.00	\$ 1,018,895.00	93.5%

Property Name	Owned by	Vacant units at month end	Vacancy rate %	Units offline for rehab	Vacancy rate excluding offline units	Move ins scheduled in next month	Anticipated move outs next month	Maintenance requests completed	Evictions pending with legal
Independence Plaza	AHA	5	2.7%	0	2.7%	3	0	88	
Anne B Diament	AHHC	1	1.6%	0	1.6%	1	0	29	
Esperanza	AHA	4	3.4%	0	3.4%	0	0	47	
China Clipper*	AHHC	3	12.0%	0	12.0%	1	0	25	
Scattered Sites*	AHA	4	11.8%	4	0.0%	0	0	10	
Parrot Village and Gardens*	AHA	0	0.0%	0	0.0%	0	0	26	
Littlejohn Commons*	ICD	0	0.0%	0	0.0%	0	0	4	
Everett Commons*	ICD	0	0.0%	0	0.0%	0	0	3	
Rosefield Village*	AHA	47	90.4%	47	0.0%	0	0	8	
Eagle Village*	АНА	0	0.0%	0	0.0%	0	0	23	
TOTAL		64	10.2%	51	2.1%	5	0	263	3

Attachment 2

Capital Projects Update

FY 2020-2021 Capital Projects-Scheduled

Property	Project	Original Contract or Budget Amount	Approved Change Orders	Current or Revised Budget Amount	Original Substantial Completion	Expected or Actual Substantial Completion	Status
AHA Office	Garage Partial Conversion	1,200,000				TBD	Assessment of viability to commence in 2nd Quarter of FY
AHA Offices	Office Upgrades related to COVID-19	150,000					Ongoing; will provide updated costs with September board report
AHA Office	New Maint Van (w/rear & side doors)	45,000					Anticipate purchase 3rd Quarter of FY
All Properties	Paint & Carpet 10% of Portfolio	420,000					Ongoing at unit turns; remainder of portfolio pending lifting Shelter in Place
Anne B Diament	Balcony Repairs (44 Balconies)	100,000				3/30/2020	Pending lifting of shelter in place and RFP issuance and award
Esperanza	Site Work (Lender Required)	100,000		86,500		8/21/2020	Work scheduled to begin August 13 & conclude on August 21
Independence Plaza	Exterior Renovations (walkway lighting, trellis repairs)	150,000				6/30/2020	Anticipate Issuance of RFP by end of 3rd Quarter of FY
Independence Plaza	Balcony Repairs (125 Balconies)	250,000				6/30/2020	Pending lifting of shelter in place and RFP issuance and award
Parrott	Parking Lot Seal & Stripe					10/15/2020	Vendor selected, coordinating w/John Stewart to manage project
Parrott Gardens	Roof Repair1854 St. Charles	22,000					Will provide update in September.
North Housing	Demolition and Related Costs	3,000,000					Will provide update in September.

FY 2019-20 Capital Projects Update (Scheduled)

Property	Project	Original Contract or Budget Amount	Approved Change Orders	Current or Revised Budget Amount	Original Substantial Completion	Expected or Actual Substantial Completion	Status
Anne B Diamond & Independence Plaza	Balcony Assessment	200,000	0	200,000	11/1/2019	12/15/2019	Inspections COMPLETE; ABD report received & currently under review; IP report scheduled for delivery on August 22
Sheman Street	Plumbing	25,000	0	80,000	11/1/2019	9/1/2020	Base scope work COMPLETE, staff currently coordinating finish repairs
Lincoln House	Fire Damage	101,000	-	236,500	11/26/2019	8/17/2020	Construction has begun and is scheduled to conclude on August 17
Independence Plaza	ADA Doors	160,000	0	68,000	8/2/2019	11/15/2019	COMPLETE
Independence Plaza	Sprinkler Inspectons/Repairs	14,995	0	14,995	10/15/2019	10/15/2019	COMPLETE
Sherman Street	Roofing	145,000	0	145,000	10/18/2019	10/18/2019	COMPLETE
Haight Avenue	Renovation Project (Pending Acquisition)	500,000	-	500,000	-	-	No update, project pending acquisition
Rosefield Village	Redevelopment Project	7,000,000	-	7,000,000	2020	2020	See HCD Report
North Housing	Demo/New Construction	3,000,000	-	3,000,000	2024	2024	See HCD Report

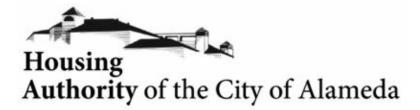
Attachment 2 (Cont.)

FY 2019-20 Capital Projects Update (Unscheduled)

Property	Project	Original Contract or Budget Amount	Approved Change Orders	Current or Revised Budget Amount	Original Substantial Completion	Expected or Actual Substantial Completion	Status
AHA Office	Roof Leaks	-	-	-	-	1/22/2020	COMPLETE
AHA Office	Fire Safety Maintenance`	-	-	-	-	1/15/2020	COMPLETE
China Clipper	Fire Safety Maintenance`	-	-	-	-	4/15/2020	COMPLETE
Esperanza	Tree Trmming	-	-	-	-	4/10/2020	COMPLETE
Esperanza	Day Care Roof Leak	-	-	-	-	1/17/2020	COMPLETE
Esperanza	Moisture Inspection (Multiple Units)	-	-	-	-	1/16/2020	COMPLETE
Esperanza	Electrical Repair	-	-	-	-	5/1/2020	COMPLETE
Independence Plaza	Warranty Repairs	-	-	-	-	2/14/2020	COMPLETE
Independence Plaza	Balcony Repairs	-	-	-	-	TBD	Staff working to ensure engineering proposal meets AHA procurement policies
Independence Plaza	Elevator Repairs	-	-	-	-	7/2020	COMPLETE
Independence Plaza	Emergency Tree Removal	-	-	-	-	2/9/2020	COMPLETE
Mullberry	Water Loss	-	-	-	-	3/5/2020	COMPLETE
Parrot	Electrical Repairs	-	-	-	-	7/1/2020	COMPLETE
Parrot	Emergency Roof Repairs	-	-	-	-	2/14/2020	COMPLETE
Sherman	Fence Repair	-	-	-	-	5/5/2020	COMPLETE
Sherman	Roof Laundry Leak	-	-	-	-	2/7/2020	COMPLETE

FY 2018-19 Capital Projects Update

Property	Project	Original Contract or Budget Amount	Approved Change Orders	Current or Revised Budget Amount	Original Substantial Completion	Expected or Actual Substantial Completion	Status
Anne B Diamond & Independence Plaza	Balcony Assessment	200,000	0	200,000	11/1/2019	11/1/2019	COMPLETE- Moved to 2019/20 CIP schedule - see above
Independence Plaza	ADA Upgrade Project	3,500,000	35	2,875,152	8/2/2019	7/3/2019	Base project COMPLETE. ADA doors rolled into 2019/20 CIP schedule - see above
Sheman Street	Roofing, Paving & Drainage	200,000	0	200,000	10/18/2019	10/18/2019	COMPLETE - Roofing bids secured, construction moved to 2019/20 CIP schedule - see above



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

701 Atlantic Avenue • Alameda, California 94501-2161

To:	Honorable Chair and Members of the Board of Commissioners
From:	Richard Yoshida, Project Manager
Date:	August 19, 2020
Re:	Accept the Monthly Overview Report for Housing & Community Development

BACKGROUND

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

DISCUSSION

<u>Community Development Block Grant (CDBG) and HOME Investment Partnerships</u> <u>Program (HOME)</u>

Staff has worked to roll out programs that address the impacts of COVID-19 while also continuing to meet deadlines and requirements for existing programs. Staff launched the COVID-19 Emergency Rent Relief Program, which will assist Alamedans who are suffering a temporary financial setback due to the COVID-19 public health emergency and need help with rent due.

Staff has reviewed the end of year subgrantee reports and submitted the final draw requests to the City so that the financials for FY 2019-20 could be completed. In addition, staff has worked diligently to ensure that the FY 2020-22 public service agreements have been fully executed for each of the nonprofit public service providers to minimize disruption of services.

Lastly, staff has presented to City Council and submitted the following:

- The Five-Year Strategic Plan and the FY 2020-21 Action Plan
- The Permanent Local Housing Allocation Application to the City Council
- Resolution for continued participation in the HOME Consortium with Alameda County Housing & Community Development serving as the lead agency.

For the Rosefield closing, staff has prepared the HOME loan documents and is coordinating with the City to execute both the HOME and CDBG loan documents.





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Inclusionary Housing and Below Market Rate (BMR) Programs

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

Housing Services Agreement with the City of Alameda

AHA and the City of Alameda have amended 2019-2020 Housing Services Agreement. Lisa Fitts will join the City as the Community Development Program Manager, effective August 10, 2020. AHA will continue to receive funds for affordable housing development from the City.

Island City Development

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

Affordable Housing Project Pipeline

Rosefield Village – An update report on the project is a separate Board item. North Housing – An update report on the project is a separate Board item. Feasibility Studies – The feasibility studies of two potential projects were discussed in closed session. One is on hold and the second is in process.

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

Asset Management

Staff has completed Q1 and Q2 lender and investor reporting and continues to complete monthly financial reviews of the LIHTC properties which now encompass all third party managed properties. Staff is preparing the Alameda County Welfare Exemption initial filing for the new Rosefield project under entity Constitution and Eagle L.P. Staff is working closely with The John Stewart Company (JSCO), the 3rd Party Property Management Company in finalizing the budgets for the recently transferred properties. Budgets are to be finalized by September 30th.

Staff has been tracking the expenses related to natural gas Joint Powers Agreement with the Association of Bay Area Governments (ABAG) Publicly Owned Energy Resources. ABAG is the executive agent that coordinates the purchase and management of natural gas on behalf of Public Agency It has been decided to terminate the agreement with ABAG at this present time for termination of the agreement takes several years to take



August 19, 2020 Page 3 of 3

effect. The Housing Authority does not see a benefit in continuing to utilize these services with ABAG Publicly Owned Energy Resources.

Staffing

The team is currently reporting to the Executive Director. On August 10th, Sylvia Martinez will join the department as the new Department Director. Recruitment is underway for a Senior Project Manager and a shared/part-time Program Assistant. As with other teams at AHA, HCD staff continue to provide assistance on agency wide priorities stemming from both, high levels of absenteeism in other teams and multiple pressing needs due to the health crisis.

RECOMMENDATION

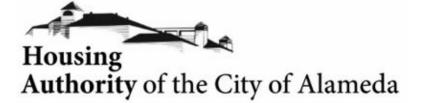
Accept the Monthly Overview Report for Housing & Community Development.

Respectfully submitted,

DocuSigned by: Richard Yoshida

Richard Yoshida Project Manager





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

701 Atlantic Avenue • Alameda, California 94501-2161

То:	Honorable Chair and Members of the Board of Commissioners
From:	Tony Weng, Senior Project Manager
Date:	August 19, 2020
Re:	Accept the Monthly Development Report for Rosefield Village

BACKGROUND

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

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

DISCUSSION

On June 24, 2020, the Board approved the final financing package for the project. At the time of writing this report, the project's initial loan closing is scheduled for August 11, 2020. Listed below is the final loan priority for the project:

Loan Priority:

- 1. Tax-exempt bonds:
 - 1.1. Bank of America Construction Loan \$40,322,758
 - 1.2. Greystone/Freddie Mac Permanent Loan \$13,858,000
- 2. AHA Cash Loan \$8,143,052
- 3. County Measure A1 Loan \$8,093,414
- 4. AHA Seller Loan \$16,578,088
- 5. ICD Loan of State Credit Proceeds \$2,287,350
- 6. City CDBG Loan \$633,912
- 7. City HOME Loan \$391,683.40





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The last household in the units to be demolished moved offsite in the end of June, thereby completing the permanent relocation at Rosefield. The onsite employee residing at Rosefield Village temporarily relocated to China Clipper in July and will remain there until construction is complete. Property Management coverage for the remaining households is handled by the John Stewart Company, who will remain property manager through construction completion, leasing, and stabilization. Staff continues to work with AHA Property Management Department on temporary relocation needs for the remaining households for when their units are scheduled for renovation. An update on the relocation status through July 31, 2020, is below:

Total Units	Vacant Units	Moves Completed	Currently Occupied	Remaining Units to Permanently Relocate	Remaining Units to Temporarily Relocate
53	48	29	5	0	3 (2 units at 738 Eagle will remain in place and no work is being done to that bldg.)

On July 27, 2020, the City of Alameda approved all building permits related to the project. Staff will issue the Notice to Proceed to the General Contractor, J.H. Fitzmaurice, and will pull the building permits directly proceeding the construction loan closing. The General Contractor will mobilize and begin construction within 10 days of receipt of the Notice to Proceed, on or about August 20, 2020.

FINANCIAL IMPACT

The Board has previously authorized a \$3.1 Million loan to Island City Development for pre-development expenses. Overall, ICD accrued a total of \$2,764,714 in pre-development expenses for the project. At the initial closing, a total of \$2,663,714 will be reimbursed to ICD through the closing draw process, and the remaining \$100,000 is the refundable bond performance deposit, which we expect to receive from the bond issuer within 30 days of loan closing. ICD will pay the Predevelopment Loan in full upon disbursement of the construction loan closing proceeds.

On June 24, 2020, the Board previously approved a permanent cash loan of up to \$11,000,000, of which \$6,660,000 was funded by the Alameda Unified School District Memorandum of Agreement for Pass-Through Housing funds and \$4,340,000 funded by AHA cash reserves. The final cash reserves portion was only \$1,482,052 for this loan.

On June 24, 2020, the Board previously approved a developer fee payment and split with Island City Development that included a cash and deferred portion. Since then, Alameda County approved an alternate split between the cash and deferred portion. Therefore, of the total \$5,615,000 developer fee earned by the project, \$2,500,000 will be paid in cash





August 19, 2020 Page 3 of 3

by construction sources, of which 10% will be paid to AHA through a Development Services Agreement.

RECOMMENDATION

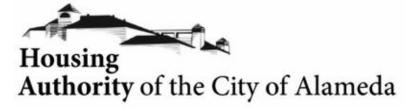
Accept the Monthly Development Report for Rosefield Village.

Respectfully submitted,

DocuSigned by:

Tany Weng Tony Weng Senior Project Manager 43





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

701 Atlantic Avenue • Alameda, California 94501-2161

То:	Honorable Chair and Members of the Board of Commissioners
From:	Richard Yoshida, Project Manager
Date:	August 19, 2020
Re:	Accept the Monthly Development Report for North Housing

BACKGROUND

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

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

DISCUSSION

Staff have continued to meet with the City to move the Development Plan and Tentative Map applications forward. Staff and City staff presented the project at the Planning Board Study Session on May 11, 2020 to overall positive reception. The Planning Board asked questions which staff sought to clarify answers to in the resubmission of the Development Plan as well in Staff's presentation at the project's Planning Board hearing. The Final Development Plan and Tentative Map will be presented at the Special Planning Board Meeting on August 17th.

Work is moving ahead to prepare the site for development. The Singleton Road has now been opened to the public and subject to a use agreement with the City. An agreement with Carmel Partners was signed along with a successful bid to sub-contract the Demolition and Abatement of the existing 16 buildings. On July 24th, a Notice To Proceed





August 19, 2020 Page 2 of 2

was issued and work has begun. The demolition is projected to be completed in January 2021.

Security service at the site has experienced and re-directed an occasional person, bicyclist, or vehicle. Security continues to patrol the site and notify staff promptly as incidents occur.

FINANCIAL IMPACT

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

North Housing

Pre-development Loan from AHA to ICD	\$3,830,000
12 Acre Site Pre-Development	\$521,663
First Building Pre-Development	\$9,710
Balance	\$3,298,627
North Housing Carrying Costs - Paid for by AHA Property Operations	\$325,111

RECOMMENDATION

Accept the Monthly Development Report for North Housing.

Respectfully submitted,

DocuSigned by: Richard Yoshida 42DD25092BC844B. **Richard Yoshida**

Project Manager





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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Daniel Mills, Management Analyst

Date: August 19, 2020

Re: Accept the Monthly Overview Report on Procurement

BACKGROUND

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

DISCUSSION

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

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

Other Procurement Notes:

 While the current health crisis has slowed many of our operational and procurement efforts in the previous quarter, the month of July has seen a new 'normalization' of engagement with vendors in that they are more accessible than at the onset of the Shelter in Place, but continue to be impacted by their own staffing shortages and need to adhere to social distancing protocols. Construction and renovations projects are no longer having the difficulty in attracting vendors as in the last quarter.



- Staff is having ongoing discussions with some vendors to ensure compliance with contract expectations. In some areas, this has resulted in increased monitoring and deferring payments on invoices.
- As previously reported, the current health crisis also forced our existing security services vendor to cease operations. This led to a decision to quickly sole source a new vendor until the RFQ can be issued by August.
- Contract Extensions for this Quarter include: Nunes Painting and Decoration, to September 30, 2020 in the Amount of a Total Not to Exceed \$500,000.

AHA solicitations can be found here:

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

RFP/ITB	Description	Status
Painting Services	For Office and AHA managed properties	Vendor selected; Contract to take place in August 2020
Inspection Services	For HQS	RFP closed, under internal review.
Landscape Maintenance	For Office and AHA managed properties and North Housing	Closed and final selection is in process.
Janitorial Services	For Office and AHA managed properties	Vendor selected; Contract to take place in August 2020
Realtor Services	For AHA/ICD/AAHC as needed	Closed, no bidders received. Reopened July 15, 2020.
Flooring Services	For Office and AHA managed properties	Vendor selected; Contract to take place in August 2020
IT Services	For all AHA sites	RFP under internal review before issuing.
Security Services	For all AHA owned sites as needed	RFP under internal review before issuing.
Gutter and downspout cleaning	For Office and AHA managed properties	To be issued in August.
Pest Control	For Office and AHA managed properties	To be issued in August.
Print & Mail Services	For all AHA programs	Quotes only.
Translation services	For Office and AHA managed properties	Issued July 8, 2020

A summary of RFPs and ITBs is provided below:



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RECOMMENDATION

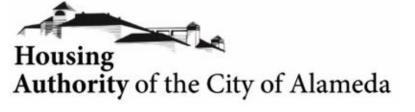
Accept the Monthly Overview Report on Procurement.

Respectfully submitted,

PANNel Mit

Daniel Mills Management Analyst





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То:	Honorable Chair and Members of the Board of Commissioners
From:	Louie So, Director of Finance
Date:	August 19, 2020
Re:	Accept the Finance and Budget Variance Report for July 1, 2019 through June 30, 2020

BACKGROUND

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results compared to the FY 2019-20 budget for the period and month and fiscal year ending June 30, 2020. Although the year-end financial data is on an accrual basis, the month-to-month financials are on a hybrid accrual and cash basis. The numbers presented are subject to change based on the adjustments from the final audited financial statement report. The final audited financial statement for the FY 2019-20 period is expected to be available by March 2021.

On June 19, 2019, the Board of Commissioners approved a one-year operating budget for all programs covering fiscal year July 1, 2019 through June 30, 2020. On April 15, 2020, the Board approved the use of an abbreviated Fiscal Year 2020-2021 budget process due to the ongoing health crisis and staffing shortages. On Jun 24, 2020, the Board of Commissioners approved a one-year operating budget for the period covering fiscal year July 1, 2020 through June 30, 2021.

The financial reports include five properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC). These properties are Anne B. Diament, China Clipper Plaza, Stanford House, Lincoln-Willow Apartments and Independence Plaza. All members of the Board of Commissioners also serve as the Board of Directors of AAHC.

DISCUSSION

FY2019-2020	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
TOTAL REVENUE	3,966,522	3,855,940	110,582	2.87	48,132,187	47,087,903	1,044,284	2.22
TOTAL OPERATING EXPENSE	3,596,649	3,750,829	154,180	4.11	43,837,645	45,235,322	1,397,677	3.09
NET OPERATING INCOME	369,873	105,111	(43,599)	-41.48	4,294,542	1,852,581	2,441,961	131.81

Overview



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Year-to-date variances are as follows: total revenue is higher than budget by \$1,044,284 (2.22%), operating expenses are below budget by \$1,397,677 (3.09%), and net operating income (before depreciation) is higher than budget by \$2,441,961 (131.81%). Rosefield Village and Eagle Village income and expenses are incorporated in these financial exhibits on a monthly basis. A third party (The John Stewart Company – "JSCO") manages these properties, and income and occupancy figures are provided in the Monthly Overview report for Property Operations. On July 1, 2020, additional properties were transferred to JSCO's management, with Independence Plaza, Anne B. Diament and Esperanza remaining directly under AHA's direct management.

Operations Budget - Revenue

Year-to-date - Rental income (Total Tenant Revenue) of \$12,453,440 is predominantly made up of Housing Assistance Payments (HAP) received for AHA units, the tax increment subsidy for Independence Plaza, and tenant rents received. This is under budget by \$35,620 or 0.29%.

Total Other Income and Restricted Income is higher than budget by \$89,595.

The net of tenant rental income is higher than budget by \$539,191 (17.95%) and the Tax Increment Payment is below budget by \$593,340 (34.23%). HAP received for AHA properties is lower by \$39,963 (0.52%). Although HAP received for AHA properties has not achieved budgeted amounts for FY 2020, year-to-date the amounts received are on par or higher with the rolling 12-month actuals, with the exception of Rosefield Village.

Lower rental income is expected due to higher than usual vacancies at Independence Plaza (with income lower than budget) and due to rent concessions provided to tenants in the building where the elevator is currently out of service. The elevator is back in service as of July 2020. Going forward, AHA can expect a slightly lower than projected collection of the tenant portion, due to the current health crisis and related job losses. Staff will continue to monitor tenant and HAP income closely.

Occupancy at Independence Plaza is improving though ongoing vacancies continue to occur due, mostly to illness or the passing away of the tenant. Please see Monthly Overview Report for Property Operations for more information. Continued lease-up will continue provided households can be processed during the current health situation that does not adversely impact their inclination to move-in.

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

Furthermore, tenant relocation costs are \$68,466 year-to-date. This amount was not budgeted but is mostly attributed to Independence Plaza for ADA rehab and elevator work, Anne B. Diament and Esperanza.





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The chart below reflects City of Alameda MOU reimbursements received to date.

Billings	FY 19-20 Budget	Jul-19	Aug- 19	Sep- 19	Oct- 19	Nov- 19	Dec-19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	Total YTD
HCD	1,024,812	35,836	41,006	40,469	43,095	55,344	141,731	37,353	74,113	44,330	29,925	49,493	51,953	644,648
RP	1,110,000	62,222	75,060	71,202	73,188	90,233	106,245	62,091	62,179	65,869	64,777	86,723	71,490	891,278

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

Administrative Fee income from HUD is slightly lower than the year-to-date budget by \$343,123 (19.43%). The factors that affect how much Administrative Fee AHA receives are the proration percentage and the number of units leased. For January 2020 through May 2020, the proration percentage is 79%, whereas the estimated proration from June 2020 through October 2020 is 80.44%.

For the past several years, Administrative Fees from HUD have not fully funded the Housing Programs Department, and the Section 8 Program has been subsidized by income from AHA properties. Although the recent CARES Act will provide two additional months of Administrative Fee, this is not expected to cover the additional costs incurred due to the current health crisis. AHA has received an additional \$350,010 in May 2020 from HUD but the uses and timing of these funds are restricted. Additional CARES Act funds of \$421,086 is expected from HUD.

Expenses

Total operating expenses are lower than the year-to-date budget by \$1,397,677 (3.09%). This is mainly due to lower salary and benefit expenses, which are under budget due to vacant positions (see monthly overview report for Operations, H.R. and I.T.).

Total Utilities are lower than budget by \$174,441 (14.42%), which is attributed to a classification of sewer charges to "9160131 Tax & Government Fees" as City of Alameda charges for actuals of \$171,909. When accounting for that adjustment, Total Utilities are only slightly higher than budget.

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

AHA has outsourced two properties, the aforementioned Eagle Village and Rosefield Village projects to The John Stewart Company (JSCO) and the AHA maintenance team performs more of the maintenance work in AHA's managed properties rather than using vendors. Additional properties were transferred to JSCO on July 1, 2020. After July 1, only Independence Plaza, Esperanza Plaza, and Anne B. Diament remain under the direct management of AHA personnel.





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Housing Assistance Payments (HAP) Pass-through

The Housing Assistance Payments (HAP) pass-through includes all the Housing Choice Voucher/Section 8, Shelter Plus, and Bessie Coleman (SRO) programs. Year-to-date HAP revenue is \$1,003,202 higher than budget. Staff continues to make progress on \$359,142 (Account 9700800) in accounts receivable for Port-In billings from other public housing authorities. This amount is subject to change due to Port-Outs. Port-In billing collections was not budgeted in the FY 2019 budget process.

Shelter Plus Care revenue is paid in arrears by the Alameda County Housing and the Community Development Department, and is under budget by \$12,894 or 2.89%.

No new vouchers are currently being issued due to a HAP shortfall status with HUD. HAP payments to property owners are higher than budget by \$1,352,519 (4.49%) due to reduced tenant portion due to the current health and economic situation. Staff is working closely with HUD to monitor HAP revenue and expenditure, as well as the federal budget process to ensure sufficient cash flow for the program.

Statement of Net Position

The Housing Authority has adequate cash resources for operations. As of June 30, 2020, AHA, AAHC and its affiliates have \$9.4 Million in cash, and \$19 Million held in LAIF and CAMP investments. Please see the memorandum "Accept the Quarterly Investment Report for Period Ending June 30, 2020" for additional information. Furthermore, approximately \$3 Million in CAMP funds will be utilized to fund the General Partner Equity and the AHA Loan in August 2020 for the Rosefield Village closing.

OTHER ISSUES IMPACTING FINANCE DEPARTMENT

COVID-19 Mission Critical Tasks:

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

- (1) Review new regulatory and tax pronouncements stemming from COVID-19 and how they may apply to AHA, AAHC, and its affiliates. This includes CARES act administrative fee increases and potential FEMA reimbursements.
- (2) Advance on a short term basis \$1 million from Esperanza to the General Fund to ensure the agency has sufficient funds on hand to cover a reduction in tenant rents (for those who cannot pay rent due to job loss, or do not feel comfortable leaving their apartment to pay rent) and an increase in expenses. The \$1 million transfer was appropriately recorded in the accounting system in March 2020. As of May 2020, the full short-term advance has been refunded from the General Fund to Esperanza.





- (3) Continue to ensure Housing Assistance Payments are paid to landlords and AHA owned properties timely and to transfer landlords receiving a paper check to ACH for swifter payment and to reduce postage costs.
- (4) Continue to ensure payroll to our employees are paid timely and with no interruption.
- (5) Allow vendors the ability to submit invoices electronically through a web portal (Yardi VendorCafé) and allowing AHA the ability to pay via electronic funds transfer.
- (6) Ensure the accounting is recorded appropriately for the fiscal year in anticipation of the upcoming submittal of the unaudited FDS by September 30, 2020.

<u>Staffing</u>

The finance management team continues to work on mission critical tasks listed above. Nan McKay and Associates continues to provide consulting services including HUD's monthly Voucher Management System (VMS) report and the annual unaudited Financial Data Schedule (FDS) by September 30, 2020. An additional finance consultant started in May 2020 to assist the Finance Department with an extended planned absence of a staff member.

Audit and Tax

<u>AHA</u>

AHA's single audit and final FY 2019 FDS was submitted to HUD's Real Estate Assessment Center in March 2020 and the Federal Audit Clearinghouse. The FDS has been rejected in May 2020 and AHA staff, Citrin Cooperman, and Nan McKay are in the process of responding prior to the response deadline of September 30, 2020. The questions are specific to line items and a draft response has been composed and expected to be submitted to HUD in August 2020.

<u>AAHC</u>

Although AHA is exempt from filing a federal tax return, AAHC is required to file a tax return (IRS Form 990 and its California equivalent). The draft AAHC tax return was presented for review in the June 17, 2020 BOC meeting under agenda item 14-B under the Alameda Affordable Housing Corporation meeting (AAHC Tax Return) and approved by the AAHC board. The tax return was filed in June 2020 to the authorities.

Island City Development

AHA is working with the CPA firm Holthouse, Carlin & Van Tright LLP for audit work of Island City Development and the two low-income housing tax credit (LIHTC) project partnerships (Sherman & Buena Vista, L.P. and Everett & Eagle, L.P., the "LPs"). The draft audited financial statements and tax returns were submitted to the LIHTC investors for their review. The audited financial statements for the LPs were finalized in March 2020, while the tax returns will be filed by the extended deadline of September 15, 2020.





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Sherman & Buena Vista, L.P. received the executed Form 8609 from the California Tax Credit Allocation Committee ("TCAC") to issue IRS Form 8609. The IRS Form 8609 was executed by the Executive Director and provided to the IRS, TCAC and the investor. The Form 8609 is a requirement to present low-income housing tax credits on the tax returns of the project partnerships. Everett & Eagle, L.P. is still awaiting for the Form 8609 from TCAC.

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

Island City Development's audited financial statement is currently in progress, and its tax return is due by the extended deadline of November 15, 2020.

Unfunded Pension Liabilities

On May 20, 2020, the Board of Commissioners voted to fund CalPERS \$1 Million and to continue to fund the unfunded pension liabilities under the soft fresh start mechanism. AHA funded this liability before the end of fiscal year June 30, 2020.

Budget

An abbreviated budget for the fiscal year July 1, 2020 through June 30, 2021 was brought to the Board of Commissioners in the June 24, 2020 meeting. The Board of Commissioners passed the motion to "Adopt the Resolution to Approve the Housing Authority's One Year Budget for Fiscal Year July 1, 2020 to June 30, 2021."

Banking Activities

The Constitution and Eagle, L.P. (Rosefield Village rehabilitation) construction bank account was set up in May 2020 with US Bank and a US Bank bond trustee bank account in July 2020. The JSCO operating bank account for this project partnership will be set up in August 2020.

Furthermore, due to the transfer of properties to JSCO's management on July 1, 2020, the following operating bank accounts were opened in the month of June 2020 by JSCO on behalf of AHA and AAHC:

- 1) AHA Sherman Street
- 2) AHA Detached Homes
- 3) AHA 745 Lincoln
- 4) AHA Senior Condos
- 5) AHA Parrot Gardens
- 6) AHA Parrot Village
- 7) AAHC China Clipper Plaza
- 8) AAHC Scattered Sites (Lincoln Willows and Stanford House)





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RECOMMENDATION

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

Respectfully submitted,

Louie So CC6FAB3A8A824DA... Louie So, CPA Director of Finance

Attachments:

- 1. Balance Sheet Period June 30, 2020
- 2. Budget Comparison Revenue & Expense
- 3. AHA Revenue & Expense (Actual versus Budget)





Period = Jun 2020

Book = Accrual

		Current Datance
1000000	ASSETS	
1100000	CURRENT ASSETS	
1101000	CASH	
1110010	Cash - Unrestricted	6,004,973.79
1110012	Cash - Reserve for Building	78,450.83
1110013	Cash - Reserve for 3rd Party Managed Buildings	1,106,663.32
1110014	Cash - Reserve for Equipment	2,152.00
1110018	Cash - Operating Checking with 3rd Party	1,086,622.87
1110019	Petty Cash with 3rd Party	200.00
1110020	Cash - Petty cash	500.00
1110021	Cash - Benefit Account	77,862.22
1110030	Cash - FSS	99,902.28
1110040	Cash - Replacement Reserve Bldg	312,415.00
1111112	Cash -HPD Operating account	380.00
1130030	Cash - Restricted Sec Dep	237,855.08
1140000	Cash - Tenant Security Deposits	339,160.17
1140050	Cash - Tenant Security Deposits with 3rd Party	41,872.00
1199000	TOTAL CASH	9,389,009.56
	ACCOUNTS RECEIVABLE	
1240010	Accounts Receivable - Government	501,373.13
1240050	HAP Rent Receivable	99,877.71
	Accounts Receivable - Other	485,339.56
1250050	Accounts Receivable - 3rd Party Management	31,356.33
1255000	Subsidy Suspense Receivable	-27,973.07
1260000	Accounts Receivable - Tenant	201,926.11
1260050	Accounts Receivable - Tenant Rent with 3rd Party	33,539.37
1261000	Allowance for Doubtful Accounts -Dwelling Rent	-85,197.15
1280000	Fraud Recovery	36,869.40
1281000	Allowance for Doubtful Accounts - Fraud	-36,144.20
	Accrued Interest Receivable	5,549.00
1299000	TOTAL ACCOUNTS RECEIVABLE	1,246,516.19
1300000	INVESTMENTS AND OTHER CURRENT NOTES	
1310000	Investments(LAIF)- Unrestricted	10,312,708.54
	Investments - Other	200.00
	Investments(LAIF) (Restricted) - FSS Escrow	-326.28
	Investments(LAIF)- Building Reserve	1,067,093.42
	Investments(LAIF) - Equipment Reserve	166,161.90
	Investments - Restricted	0.15
	Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,394.52
1350020	Investment-OPEB (Restricted)	1,278,947.28

Period = Jun 2020

		Current Balance
1350031	Investments - CAMP	7,479,027.93
1350100	Mortgage Receivable	60,384,297.63
1350103	Mortgage Receivable-Jack Capon L. P.	113,104.70
1350105	Loan Receivable-Security Deposit Loan	92,569.00
1350106	Loan Receivable - ICD	15,959,430.00
1350107	Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000.00
1350109	Loan Receivable - Section 8	1,790,000.00
1360000	TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	100,644,608.79
1400000	PREPAID EXPENSES	
1420010	Prepaid Insurance - Property	-0.01
1420020	Prepaid Insurance - Liability	85,509.98
1420040	Prepaid Insurance - Worker Comp	36,715.66
1420050	Prepaid - Other	67,305.15
1420051	Prepaid Rent	14,400.00
1420070	Escrow Deposits - Property	39,795.35
1420075	Escrow Dep. PNC Hedge Res.	76,818.43
1430000	Inventories	316.72
1430010	Replacement Reserve-NorthMarq Loan	593,184.06
1430020	Reserve for Replacement NorthMarq	510,901.70
1440099	TOTAL PREPAID EXPENSES	1,424,947.04
1440105	INTERPROGRAM	
	Interprogram (Due From)	786,975.32
	Interprogram Due From Sherman St FACSA	12,725.19
	Interprogram Due From Lincoln St FACSA	7,093.49
	Interprogram Due From Esperanza	687.81
	Interprogram Due from Detached Home	-0.02
	Interprogram Due From Stargell Commons	8,156.24
	Interprogram Due From Island City Development - 4530	203.94
	Interprogram Due From ABD	-22,495.73
	Interprogram Due From Rosefield Village - 4537	218.80
	Interprogram Due From Parrot Gardens	15.11
	Interprogram Due From Stanford House	4.67
	Interprogram Due From Lincoln/Willow	15.12
	Interprogram Due From Senior Condos	18.23
	Interprogram Due From China Clipper	407.65
	Interprogram Due From Regent Street Land	1,530.11
	Interprogram Due From Santa Clara Land	60.19
	Interprogram Due From Eagle Village	264.80
	Interprogram Due From Shinsei Gardens	2,580.11
1440710	Interprogram Due From Section 8 Vouchers	435,589.63

Period = Jun 2020 Book = Accrual

		Current Balance
1440899	TOTAL INTERPROGRAM	1,234,050.66
1500000	TOTAL CURRENT ASSETS	113,939,132.24
1590000	LONG TERM ASSETS	
1600000	FIXED ASSETS	
1609999	LAND AND BUILDINGS	
1610000	Land	58,219,778.63
1620030	Buildings	31,599,052.95
1620031	Buildings Improvements	2,146,759.76
1629000	TOTAL LAND AND BUILDINGS	91,965,591.34
1630040	Furniture and Equipment - Dwelling	355,074.81
1630041	Furniture and Equipment - Other	116,685.50
1650000	Leasehold Improvements	14,508,703.65
1660030	Accumulated Deprecation	-30,168,195.92
1660060	Accumulated Depreciation - 3rd Party	-532.61
	TOTAL FIXED ASSETS	76,777,326.77
1700000	ALL OTHER ASSETS	
1740000	Other Asset	109,404.92
	TOTAL ALL OTHER ASSETS	109,404.92
	DEFERRED OUTFLOW	
	Deferred Outflow of Resources	1,490,649.94
	TOTAL DEFERRED OUTFLOW	1,490,649.94
	CONSTRUCTION IN PROGRESS	
	CIP - On Site Improvement	64,661.90
	CIP - Architectural & Engineering Fees	6,925.00
	CIP - Professional Services (Other)	17,208.00
	CIP - Environmental Testing & Reports	13,800.00
	CIP - Permit & Fees (plan'g,build'g,public work,school dist)	686.77
	CIP - Utilities Fees	607.60
	TOTAL CONSTRUCTION IN PROGRESS	103,889.27
	TOTAL LONG TERM ASSETS	78,481,270.90
	TOTAL ASSETS	192,420,403.14
	LIABILITIES AND EQUITY	
	LIABILITIES CURRENT LIABULITIES	
	CURRENT LIABILITIES ACCOUNTS PAYABLE	
		153 (00 41
	Accounts Payable = 90 Days	153,600.41
	Accounts Payable -CALPERS (employee portion) Accounts Payable-Health Insurance (employee portion)	14,026.22 24.13
	Accounts Payable-457b Plan (employee portion)	4,858.51
5120014	Accounts Payable-Garnishment (employee portion)	526.07

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Period = Jun 2020 Book = Accrual

		Current Balance
3120015	Accounts Payable-Vision Insurance (employee portion)	706.65
3120016	Accounts Payable-Life Insurance (employee portion)	-47.11
3120018	Accounts Payable-PARS retirement (employee portion)	142.12
3120019	Accounts Payable-Flexible Spending Account(employee portion)	2,995.53
3120020	Accounts Payable > 90 Days Past Due	1,337.89
3120021	Employees Cobra	324.77
3120022	Accounts Payable-PERS 1959 Surv(Employee Portion)	87.42
3120023	Accounts Payable-FSA Transit Plan	507.85
3120024	Accounts Payable FSS	73,872.51
3120026	Accounts Payable FSS Interest	-42.30
3120027	Accounts Payable-Roth IRA	540.00
3120029	Accounts Payable - 3rd Party Management Company	35,530.62
3120030	Accrued Wage/Payroll Taxes Payable	1,101.95
3120040	Accrued Compensated Absences - Current Portion	138,784.87
3120045	Accrued Vacation Payable - 3rd Party Management	7,575.32
3120070	Accrued Payables	55,153.06
3120075	Accrued Accounts Payable - 3rd Party Management	116,256.32
3330100	Tenants- Rents Payable	9,900.00
3339000	TOTAL ACCOUNT PAYABLE	617,762.81
3400000	SECURITY DEPOSITS HELD	
3410010	Tenant Security Deposits	457,857.29
3410015	Tenant Security Deposits - held with 3rd Party Management	40,098.00
3410020	Tenant Security Deposits - Pets	1,375.00
3410030	Tenant Security Deposits - Gate Opener	25.00
3410040	Tenant Security Deposits - Satellite Dish/Antenna	1,600.00
3410060	Tenant Security Deposits - Pooled Interest	63,760.13
3410999	Security Deposit Refund	2,480.59
3419000	TOTAL SECURITY DEPOSITS HELD	567,196.01
3419900	OTHER LIABILITIES	
3420000	Prepay Tenant Rent	81,584.85
3421000	Prepay Tenant Rent - 3rd Party Management	1,643.68
3425000	Unearned Revenue	-432.00
3426000	Prepaid Ground Lease Rent	3,361,307.00
3430000	Current Portion of Long Term Debt - Capital Projects	-194,747.69
3449000	TOTAL OTHER LIABILITIES	3,249,355.84
3470000	INTERPROGRAM	
3470050	Interprogram (Due to)	681,892.77
3470110	Interprogram Due To General Fund	468,483.72
3470601	Interprogram Due To Anne B Diament Plaza	19,786.00
3471000	Due To/Due From Suspense Account	273,456.63

		Current Balance
3480000	TOTAL INTERPROGRAM	1,443,619.12
3499000	TOTAL CURRENT LIABILITIES	5,877,933.78
3500000	NON-CURRENT LIABILITIES	
3510020	Reduction to Mortgage Loan	81,907.72
3510100	Mortgage Loan Payable	35,995,952.48
3510130	Interest Payable - City of Alameda Loan	1,075,205.31
3510140	Home Fund Loan #1	217,924.70
	\$3.6M Housing Authority Loan Payable	34,200,000.00
3510150	Housing Community Dev. Loan	916,399.98
3510157	Loan Payable - Esperanza	1,790,000.00
3510158	Loan Payable - CDBG	575,000.00
3510160	Home Fund Loan #2	282,700.00
3540000	Accrued Compensated Absences - Noncurrent	104,966.97
	OPEB Liability	-1,123,186.00
3580000	Pension Liability	2,011,870.08
	TOTAL NON-CURRENT LIABILITIES	75,964,925.80
3999000	TOTAL LIABILITIES	81,842,859.58
	Equity/Net Assets	
	EQUITY	
	DEFERRED INFLOW	
	Deferred Inflow of Resources	1,882,448.37
	TOTAL DEFERRED INFLOW	1,882,448.37
	CONTRIBUTED CAPITAL	
5010000	Net Investment in Capital Assets	7,986,217.78
	Unrestricted	78,306,881.12
	Unrestricted	21,948,917.66
	Net Restricted Assets	453,078.63
	TOTAL CONTRIBUTED CAPITAL	108,695,095.19
	TOTAL EQUITY	110,577,543.56
600000	TOTAL LIABILITIES AND EQUITY	192,420,403.14

		Period =	parison (with PTE Jul 2019-Jun 2020 bk = Accrual))					
		MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
5999990	INCOME		8	,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		8		,,,,,,,,,
7000000	REVENUE								
7020000	TENANT REVENUE								
7030000	Tenant Rental Revenue	295,249	285,831	9,418	3.30	4,383,447	3,734,351	649,096	17.38
7030030	Maintenance Charges	58	-	58	N/A	6,688	-	6,688	N/A
030040	Late Charges	-	-	-	N/A	5,213	-	5,213	N/A
	Miscellaneous Other Charges	-	-	-	N/A	306	-	306	N/A
030060	Tax Increment Payments from the City of Alameda	96,362	144,445	(48,083)	-33.29	1,140,000	1,733,340	(593,340)	
030100	Tenant HAP Subsidy	673,735	593,194	80,541	13.58	7,580,219	7,620,182	(39,963)	-0.52
030110	Vacancy Loss	(20,798)	(50,885)	30,087	-59.13	(741,778)	(628,873)	(112,905)	17.95
	Commercial Rents	2,563	2,505	58	2.32	79,394	30,060	49,334	164.12
050000	TOTAL TENANT REVENUE	1,047,169	975,090	72,079	7.39	12,453,440	12,489,060	(35,620)	-0.29
060000	FEDERAL GRANTS								
060060	Shelter Plus Care Revenue	34,820	37,217	(2,397)	-6.44	433,710	446,604	(12,894)	-2.89
069000	TOTAL FEDERAL GRANTS	34,820	37,217	(2,397)	-6.44	433,710	446,604	(12,894)	-2.89
100000	OTHER INCOME								
110010	Investment Income - Unrestricted	-	11,020	(11,020)	-100.00	174,451	134,253	40,198	29.94
110011	Interest Income	3,763	21,710	(17,947)	-82.67	194,295	286,371	(92,076)	-32.15
110012	PFM-Investment Income	-	1,990	(1,990)	-100.00	-	23,880	(23,880)	-100.0
110020	Interest on Equip. Reserve	-	208	(208)	-100.00	2,716	2,990	(274)	-9.16
110030	Interest Earned on Operating Reserve	-	52	(52)	-100.00	-	624	(624)	-100.0
110060	Interest - Replacement Reserve	-	4,004	(4,004)	-100.00	20,048	48,273	(28,225)	-58.47
110070	Other - Income	1,105	610	495	81.16	(138,231)	7,320	(145,551)	-1,988.4
110075	Laundry Commission	1,860	2,219	(359)	-16.20	24,561	26,683	(2,122)	-7.95
110082	Land Fee/Ground Lease	-	447	(447)	-100.00	1,341	5,364	(4,023)	-75.0
110090	Other Miscellaneous Revenue	-	-	-	N/A	50	-	50	N/A
110092	Professional Service Revenue	123,443	177,901	(54,458)	-30.61	2,407,886	2,134,812	273,074	12.79
150030	Miscellaneous Other Revenue	997	-	997	N/A	3,742	-	3,742	N/A
150050	Miscellaneous Other Income-Maintenance	-	-	-	N/A	35	-	35	N/A
150070	Administrative Fee	227	1,505	(1,278)	-84.92	3,928	18,063	(14,135)	-78.2
159000	TOTAL OTHER INCOME	131,394	221,666	(90,272)	-40.72	2,694,824	2,688,633	6,191	0.23
170000	RESTRICTED INCOME								
200000	Investment Income - Restricted	-	-	-	N/A	83,404	-	83,404	N/A
299999	TOTAL RESTRICTED INCOME	-	-	-	N/A	83,404	-	83,404	N/A
000000	HUD GRANT								
010000	HUD Operating Grants	2,610,529	2,474,805	135,724	5.48	30,407,751	29,697,660	710,091	2.39
020000	Administrative Fees from HUD	143,368	147,162	(3,794)	-2.58	2,109,069	1,765,946	343,123	19.43
020110	PORT-In Administrative Fees	1,059	-	1,059	N/A	16,427	-	16,427	N/A
030000	Administrative Fees Paid (PORT-Outs)	1,818	-	(1,818)	N/A	66,439	-	(66,439)	N/A
100120	TOTAL HUD GRANT	2,753,138	2,621,967	131,171	5.00	32,466,808	31,463,606	1,003,202	3.19
999000	TOTAL REVENUE	3,966,522	3,855,940	110,582	2.87	48,132,187	47,087,903	1,044,284	2.22
000000	EXPENSES								
000900	OPERATING EXPENSES								
100000	ADMINISTRATIVE								
	Administrative Salaries	322,399	400,254	77,855	19.45	4,157,179	4,822,582	665,403	13.80
		,							

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Budget Comparison (with PTD)

Period = Jul 2019-Jun 2020

J		5
Book	=	Accrual

		MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
	Auditing Fees	-	3,870	3,870	100.00	63,250	46,440	(16,810)	-36.20
	Outside Management Fees	4,476	-	(4,476)	N/A	55,686	-	(55,686)	N/A
9150010	Admin Employee Benefits - Medical/Dental	59,589	106,360	46,771	43.97	703,756	1,280,273	576,517	45.03
	Admin Employee Benefits - PERS/PARS	10,451	40,551	30,100	74.23	332,953	488,602	155,649	31.86
9150030	Admin Employee Benefits - FICA	4,655	6,419	1,764	27.48	59,836	77,330	17,494	22.62
9150040	Admin Employee Benefits - SUI	90	1,174	1,084	92.37	13,967	14,131	164	1.16
9150060	Admin Employee Benefits - Life/LTD	2,029	2,757	728	26.41	29,096	33,185	4,089	12.32
9150090	Admin Employee Benefit - WC	3,837	2,931	(906)	-30.92	49,587	35,290	(14,297)	-40.51
9160010	Office Supplies/Equipment	8,829	7,619	(1,210)	-15.88	72,987	91,645	18,658	20.36
	Dues & Subscriptions Publications	210	100	(110)	-110.00	3,829	1,200	(2,629)	-219.08
9160040		110	4,044	3,934	97.28	9,634	49,228	39,594	80.43
	Telephone	8,106	5,281	(2,825)	-53.49	72,392	63,554	(8,838)	-13.91
	Bank Charges and Check Supplies	40	2,311	2,271	98.27	29,148	28,781	(367)	-1.27
	Forms and Copies/Printing	4,378	425	(3,953)		28,910	5,100	(23,810)	-466.86
	Classified Ads and Public Notices/outreach material	4,029	3,073	(956)	-31.11	33,280	37,576	4,296	11.43
		,	,	• • •					8.44
	Legal Expense	13,621	20,758	7,137	34.38	240,891	263,096	22,205	
	Payroll charge	730	636	(94)	-14.72	9,413	7,988	(1,425)	-17.83
	Survey/Title Fee	-	167	167	100.00	26,479	2,004	(,)	
	Office Rent	-	10,611	10,611	100.00	55,451	127,332	71,881	56.45
	Administrative Support	240	-	(240)	N/A	1,159	-	(1,159)	N/A
	Organization Cost	-	-	-	N/A	20	-	(20)	N/A
9160120	Training/Conferences and Travel	-	13,356	13,356	100.00	40,027	162,676	122,649	75.39
9160130	Membership Dues and Fees	5,165	912	(4,253)	-466.29	19,682	11,378	(8,304)	-72.99
9160131	Taxes & Government Fees	14,299	-	(14,299)	N/A	171,909	-	(171,909)	N/A
9160140	Collection Loss	-	-	-	N/A	198	-	(198)	N/A
9160160	Contracts - Accounting Services	-	284	284	100.00	96,083	3,408	(92,675)	-2,719.35
	Contracts - Administrative Services/Consultant	4,843	32,252	27,409	84.98	189,720	392,855	203,135	51.71
	Contracts - Application Service Provider - Yardi	13,909	18,642	4,733	25.39	140,275	224,474	84,199	37.51
	Contracts - Computer/Telephone Maintenance/Email	32,982	18,708	(14,274)	-76.30	221,350	224,972	3,622	1.61
	Contracts - Housing Program Services	2,020		(2,020)	N/A	4,738		(4,738)	N/A
	Contracts - Human Resource Services	_,0_0	5,729	5,729	100.00	16,493	68,840	52,348	76.04
	Contracts - Housing Inspection Services	2,126	4,728	2,602	55.03	68,262	56,716	(11,546)	-20.36
	Contracts - Office Machine Lease	2,120	1,501	2,002 1,501	100.00	15,043	18,481	3,438	18.60
	Contracts - Web Hosting/Maintenance/Web Ads	2,004	1,433	(571)	-39.85	22,705			-31.61
	0.	,	,	• • •			17,252	(5,453)	
	Contracts - HR Recruitment	30,595	11,041	<i>(19,554)</i>		61,869	133,052	71,183	53.50
	Association Dues	-	3,500	3,500	100.00	45,588	42,000	(3,588)	-8.54
	TOTAL ADMINISTRATIVE	581,807	774,147	<i>192,340</i>	24.85	7,351,552	9,345,335	1,993,783	21.33
	TENANT/SOCIAL SERVICES/POLICE								
	Tenant Services - Salaries	19,911	-	(19,911)	N/A	203,534	3,444	(200,090)	
	Tenant Social Services - Temporary Help	-	-	-	N/A	3,078	-	(3,078)	N/A
9210030	Police Services	17,500	16,148	(1,352)	-8.37	216,961	203,576	(13,385)	-6.57
9210100	Tenant/Social Sevices - Salaries	-	16,107	16,107	100.00	-	193,263	<i>193,263</i>	100.00
	TOTAL TENANT/SOCIAL SERVICES/POLICE	37,411	32,255	(5,156)	-15.98	423,572	400,283	(23,289)	-5.82
9219000									
	RELOCATION								
9219990	RELOCATION Tenant-Relocation Costs	2,585	-	(2,585)	N/A	68,466	-	(68,466)	N/A

Budget Comparison (with PTD) Period = Jul 2019-Jun 2020 Book = Accrual								
	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
9230005 TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE		0				8		
9230010 Tenant Svcs Employee Benefits - Medical/Dental	2,504	3,572	1,068	29.91	29,035	42,876	13,841	32.28
9230020 Tenant Svcs Employee Benefits - PERS/PARS	910	1,636	726	44.40	10,338	19,618	9,280	47.30
9230030 Tenant Svcs Employee Benefits - FICA	195	726	531	73.10	1,996	8,701	6,705	77.06
9230040 Tenant Svcs Employee Benefits - SUI	11	162	151	93.20	580	1,935	1,355	70.00
9230075 Property Taxes	-	-	-	N/A	250	-	(250)	N/A
9230080 Tenant Svcs Employee Benefits - Other	442	-	(442)	N/A	5,030	-	(5,030)	N/A
9230090 Tenant Svcs Employee Benefit - WC	950	2,005	1,055	52.63	9,208	24,044	14,836	61.70
9239000 TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	5,011	8,101	3,090	38.14	56,188	97,174	40,986	42.18
9240005 TENANT SERVICES								
9240010 Tenant/Social Sevices - Supplies	-	-	-	N/A	321	-	(321)	N/A
9240020 Tenant Service Activities - Contracts and O/S Services	17,880	24,143	6,264	25.94	250,692	301,404	50,712	16.83
9249000 TOTAL TENANT SERVICES	17,880	24,143	6,264	25.94	251,013	301,404	50,391	16.72
9300000 UTILITIES								
9310000 Water	20,998	20,774	(224)	-1.08	312,576	263,134	(49,442)	-18.79
9320000 Electricity	2,688	11,508	8,820	76.64	133,411	141,659	8,248	5.82
9330000 Gas	1,256	4,480	3,224	71.97	71,379	53,806	(17,573)	-32.66
9380010 Sewer	8,882	23,484	14,602	62.18	119,134	297,341	178,207	59.93
9380020 Garbage	7,784	35,459	27,675	78.05	398,519	453,521	55,002	12.13
9399000 TOTAL UTILITIES	41,608	95,705	54,097	56.52	1,035,020	1,209,461	174,441	14.42
9399990 MAINTENANCE								
9400000 MAINTENANCE SALARIES								
9410010 Maintenance - Salaries	57,055	59,266	2,211	3.73	723,287	711,190	(12,097)	-1.70
9419000 TOTAL MAINTENANCE SALARIES	57,055	59,266	2,211	3.73	723,287	711,190	(12,097)	-1.70
9420005 MAINTENANCE MATERIALS								
9420010 Maintenance Materials	2,867	18,981	16,114	84.90	118,407	242,016	123,609	51.07
9420020 Vehicle - gasoline	-	559	559	100.00	7,593	6,708	(885)	-13.19
9420030 Janitorials Supplies	6,862	-	(6,862)	N/A	9,425	-	(9,425)	N/A
9429000 TOTAL MAINTENANCE MATERIALS	9,728	19,540	9,812	50.21	135,424	248,724	113,300	45.55
9429005 MAINTENANCE CONTRACTS								
9429015 Maintenance Contracts - Unit Turnaround	303	4,986	4,683	93.92	20,716	55,365	34,649	62.58
9429030 Maintenance Contracts - Tree Trimming	-	834	834	100.00	-	10,008	10,008	100.00
9429040 Maintenance Contracts - Cycle Painting	-	-	-	N/A	275	-	(275)	N/A
9429050 Maintenance Contracts - Temp. Labor	-	-	-	N/A	250	-	(250)	N/A
9429060 Maintenance Contracts - Floor Covering	-	5,791	5,791	100.00	83,238	74,854	(8,384)	-11.20
9429100 Maintenance Contracts - Services	25,337	10,559	(14,778)	-139.96	180,169	138,671	(41,498)	-29.93
9430010 Maintenance Contracts - Painting	-	2,667	2,667	100.00	39,450	34,784	(4,666)	-13.41
9430020 Maintenance Contracts - Plumbing	5,081	1,946	(3,135)	-161.11	19,581	27,678	8,097	29.25
9430030 Maintenance Contracts - Landscape, Pool, Pond Maintenance	1,653	9,816	8,163	83.16	122,697	126,983	4,286	3.37
9430040 Maintenance Contracts - HVAC Maintenance	8,175	3,134	(5,041)	-160.85	14,949	37,811	22,862	60.46
9430050 Maintenance Contracts - Hazardous Substances Testing	-	-	-	N/A	24,395	-	(24,395)	N/A
9430060 Maintenance Contracts - Elevator Maintenance	4,225	3,325	(900)	-27.07	33,211	39,984	6,773	16.94
9430070 Maintenance Contracts - Extermination	6,775	3,979	(2,796)	-70.27	64,565	49,624	(14,941)	-30.11
9430080 Maintenance Contracts - Electrical Maintenance	-	1,859	1,859	100.00	8,192	23,519	15,327	65.17
9430090 Maintenance Contracts - Security and Nurse Call Systems	12,452	3,437	(9,015)	-262.30	136,165	41,594	(94,571)	-227.37
9430110 Maintenance Contracts - Gutter Cleaning Services	-	1,271	1,271	100.00	7,539	15,728	8,189	52.07

Budget Comparison (with PTD)

Period = Jul 2019-Jun 2020

Book = Accrual

		BOC	ok = Accrual						
		MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Va
430120	Maintenance Contracts - Flooring Replmt/Cleaning Srvc	12,478	-	(12,478)	N/A	35,529	-	(35,529)	N/A
430130	Maintenance Contracts - Other	4,886	4,462	(424)	-9.50	28,894	54,426	25,532	46.91
430140	Maintenance Contracts - Vehicle Maintenance	-	550	550	100.00	19,526	6,927	(12,599)	-181.8
430150	Maintenance Contracts - Janitorial	-	14,084	14,084	100.00	151,669	169,848	18,179	10.70
439000	TOTAL MAINTENANCE CONTRACTS	81,365	72,700	(8,665)	-11.92	991,012	907,804	(83,208)	-9.17
450005	MAINTENANCE EMPLOYEE BENEFITS								
450010	Maint Employee Benefits - Medical/Dental	11,518	19,314	7,796	40.36	148,430	231,768	83,338	35.90
450020	Maint Employee Benefits - PERS/PARS	4,570	5,881	1,311	22.29	65,215	70,564	<i>5,349</i>	7.58
450030	Maint Employee Benefits - FICA	1,474	840	(634)	-75.43	19,270	10,080	(9,190)	-91.1
450040	Maint Employee Benefits - SUI	43	215	172	79.93	2,483	2,570	87	3.38
450050	Maint Employee Benefits - Life/LTD	335	505	170	33.69	4,765	6,047	<i>1,282</i>	21.1
150070	Maint Employee Benefits - Uniforms/Shoes	101	2,013	1,912	95.00	2,071	24,162	22,091	91.4
450091	Maint Employee Benefit - WC	3,395	2,671	(724)	-27.12	43,510	32,061	(11,449)	-35.7
459000	TOTAL MAINTENANCE EMPLOYEE BENEFITS	21,436	31,439	10,003	31.82	285,744	377,252	91,508	24.2
499000	TOTAL MAINTENANCE	169,584	182,945	13,361	7.30	2,135,467	2,244,970	109,503	4.88
500000	GENERAL EXPENSES								
500100	Interest Expense	72,766	94,890	22,124	23.31	1,022,407	1,159,099	136,692	11.7
	Mortgage Financial Service Charge	5,847	-	(5,847)	N/A	81,366	-	(81,366)	N/
	Other Expense	-	-	-	N/A	619	-	(619)	N/.
	Claim's Settlement Cost	-	-	-	N/A	(140,500)	-	140,500	N/.
	Insurance - Workers Compensation	513	-	(513)	N/A	6,470	-	(6,470)	N/
	Insurance - Liability	4,282	4,602	320	6.96	61,029	57,495	(3,534)	-6.1
	Insurance - Property	6,473	11,154	4,681	41.97	91,724	144,917	53,193	36.7
	Insurance - Vehicle	513	1,277	764	59.82	7,728	15,861	8,133	51.2
	Insurance - Other	2,300	1,255	(1,045)	-83.23	25,286	15,060	(10,226)	-67.9
	Other General Expenses	-	-	-	-05.25 N/A	14,265	-	(10,220) (14,265)	N/
	Casualty Losses	-	-	-	N/A	2,490	-	(2,490)	N/.
	Bad Debt - Other	-	-	-	N/A	9,534	-	(2,490) (9,534)	N/A
	TOTAL GENERAL EXPENSES	92,693	113,178	20,485	18.10	1,182,669	1,392,432	209,763	15.0
	TOTAL OPERATING EXPENSES	948,580	1,230,474	20,485	22.91	12,503,947	14,991,059	2,487,112	16.5
	MOD REHAB AND SPC EXPENSES	940,300	1,230,474	201,094	22.91	12,505,947	14,991,039	2,407,112	10.5
	Rent to Owners - Shelter Plus Care			_	N/A	4 290		(1 390)	N/.
		-	-		-	4,380	-	(4,380)	
	Rent to Owners - Bessie Coleman	16,875	-	(16,875) 25 (21	N/A	191,674	-	(191,674)	N/A
	PORT-In (A/R Billings)	(25,621)	-	25,621	N/A	(359,142)	-	359,142	N/
	TOTAL MOD REHAB AND SPC EXPENSES	(8,746)	-	8,746	N/A	(163,088)	-	163,088	N/.
	EXTRAORDINARY EXPENSES		0.000		400.00		00.007	00.007	400
	Pre-development Cost	-	8,333	8,333	100.00	-	99,996	99,996	100.
	HOUSING ASSISTANCE PAYMENTS (VOUCHER)		0.000		100.00		00.007	00.007	400
	TOTAL EXTRAORDINARY EXPENSES	-	8,333	8,333	100.00	-	99,996	99,996	100.0
	HOUSING ASSISTANCE PAYMENTS (VOUCHER)				-			<i></i>	
	Housing Assistance Payments - Landlords	2,650,967	2,512,022	(138,945)	-5.53	31,416,841	30,144,267	(1,272,574)	-4.2
	Housing Assistance Payments - FSS	3,517	-	(3,517)	N/A	58,612	-	(58,612)	N/.
	Utility Allowance to Tenants	2,331	-	(2,331)	N/A	21,333	-	(21,333)	N/.
39000	TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	2,656,815	2,512,022	(144,793)	-5.76	31,496,786	30,144,267	(1,352,519)	-4.4

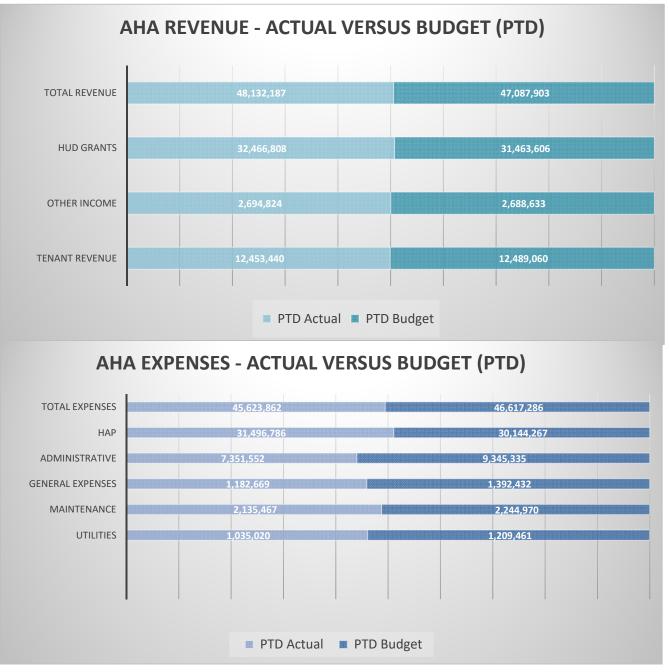
	Budget Com	parison (with PTD)					
	Period =	Jul 2019-Jun 2020						
	Boo	k = Accrual						
	MTD Actual	MTD Budget	Variance	% Var	PTD Actual	PTD Budget	Variance	% Var
NET OPERATING INCOME (BEFORE DEPRECIATION)	369,873	105,111	264,762	251.89	4,294,542	1,852,581	2,441,961	131.81
9739500 OTHER EXPENSES 9740000 Depreciation Expense	145,181	108,397	(36,784)	-33.93	1,786,217	1,381,964	(404,253)	-29.25
9859999 TOTAL OTHER EXPENSES 9990000 OTHER FINANCING	145,181	108,397	(36,784)	-33.93	1,786,217	1,381,964	(404,253)	-29.25
9993000 TOTAL OTHER FINANCING	-	-	-	N/A	116,349	-	116,349	N/A
9996000 TOTAL EXPENSES	3,741,830	3,859,226	117,396	3.04	45,623,862	46,617,286	<i>993,424</i>	2.13
9998000 NET INCOME	224,692	(3,286)	227,978	6,937.86	2,624,674	470,617	2,154,057	457.71

Budget Comparison (with PTD)

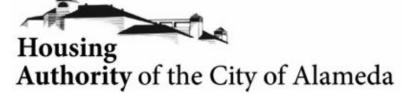
66

Period = Jul 2019-Jun 2020

Book = Accrual



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



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

	701 Atlantic Avenue • Alameda, California 94501-2161
То:	Honorable Chair and Members of the Board of Commissioners
From:	Louie So, Director of Finance
Date:	August 19, 2020
Re:	Accept the Quarterly Investment Report for Period Ending June 30, 2020

BACKGROUND

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

DISCUSSION

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

As of June 30, 2020, AHA held \$11,547,032 in **LAIF** (Local Agency Investment Fund). These funds are on demand and can be used for immediate needs. The prior quarter balance was \$11,488,817. Interest is posted quarterly to the account by LAIF.

As of June 30, 2020, AHA held \$7,479,028 in **CAMP** (California Asset Management Program). These funds are on demand and can also be used for immediate needs. The prior quarter balance was \$11,462,753. Interest is posted monthly to the account by CAMP.

As of June 30, 2020, ICD held \$3,003,537 in **CAMP**. These funds are on demand and can also be used for immediate needs. Interest is posted monthly to the account by CAMP. ICD's CAMP account was created in March 2020 as a distinct separate account. Prior practice was to allocate the ICD investment separately from AHA's investment on the financial statements. In April through June 2020, \$3 Million was transferred from AHA to ICD's CAMP account.

AHA Balances as of June 30, 2020:

LAIF:	\$11,547,032
CAMP:	\$7,479,028

Total Investment

\$19,026,060 **يل**

ICD Balances as of June 30, 2020:

CAMP:	\$3,003,537

Total Investment

The key changes in the balance for the period ending June 30, 2020 are:

Activity	AHA-LAIF	AHA- CAMP	ICD- CAMP
Beginning Balance - April 1, 2020	11,488,817	11,462,753	-
CAMP April to June 2020 interest income		10,913	3,537
LAIF October to December 2019 interest income, received in January	58,215		-
Transfer of \$3 Million (net) from AHA to ICD (April - June 2020)		(3,000,000)	3,000,000
CAMP Withdrawal - Fund \$1,000,000 to CaIPERS to pay down Unfunded Accrued Liability		(994,638)	
Ending Balance - June 30, 2020	11,547,032	7,479,028	3,003,537

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

RECOMMENDATION

It is recommended that the Board of Commissioners accept the Quarterly Investment Report for period ending June 30, 2020.

Respectfully submitted,

DocuSigned by:

Louie So Louie So Director of Finance

Attachments:

- 1. LAIF statement for the quarter ending June 30, 2020
- 2. CAMP statement for the quarter ending June 30, 2020 AHA
- 3. CAMP statement for the quarter ending June 30, 2020 ICD



\$3,003,537

68

G

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 LAIF Home PMIA Average Monthly Yields

ALAMEDA HOUSING AUTHORITY

EXECUTIVE DIRECTOR 701 ATLANTIC AVENUE ALAMEDA, CA 94501

Tran Type Definitions

Account Number:

June 2020 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	11,547,032.09
Total Withdrawal:	0.00	Ending Balance:	11,547,032.09



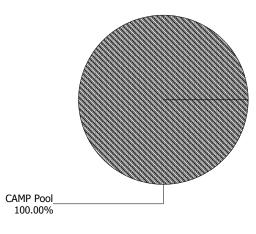
Account Statement - Transaction Summary

For the Month Ending June 30, 2020

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

CAMP Pool	
Opening Market Value	8,075,745.20
Purchases	403,282.73
Redemptions	(1,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$7,479,027.93
Cash Dividends and Income	3,282.73

Asset Allocation		
Total	\$7,479,027.93	\$8,075,745.20
CAMP Pool	7,479,027.93	8,075,745.20
	June 30, 2020	May 31, 2020
Asset Summary		





Account Statement

For the Month Ending June 30, 2020

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balanc	e				8,075,745.20
06/22/20	06/22/20	Redemption - Outgoing Wires	1.00	(1,000,000.00)	7,075,745.20
06/30/20	06/30/20	Purchase - Incoming Wires	1.00	400,000.00	7,475,745.20
06/30/20	07/01/20	Accrual Income Div Reinvestment - Distributions	1.00	3,282.73	7,479,027.93
Closing Balance	1				7,479,027.93

	Month of	Fiscal YTD		
	June	July-June		
Opening Balance	8,075,745.20	11,691,007.30	Closing Balance	7,479,027.93
Purchases	403,282.73	588,020.63	Average Monthly Balance	7,789,187.96
Redemptions (Excl. Checks)	(1,000,000.00)	(4,800,000.00)	Monthly Distribution Yield	0.51%
Check Disbursements	0.00	0.00		
Closing Balance	7,479,027.93	7,479,027.93		
Cash Dividends and Income	3,282.73	188,020.63		



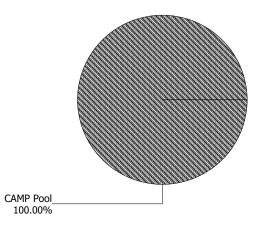
Account Statement - Transaction Summary

For the Month Ending June 30, 2020

Island City Development - Island City Development

CAMP Pool	
Opening Market Value	3,402,153.59
Purchases	1,383.16
Redemptions	(400,000.00)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$3,003,536.75
Cash Dividends and Income	1,383.16

Asset Allocation		
Total	\$3,003,536.75	\$3,402,153.59
CAMP Pool	3,003,536.75	3,402,153.59
	June 30, 2020	May 31, 2020
Asset Summary		





Account Statement

For the Month Ending June 30, 2020

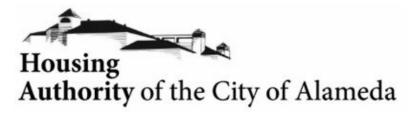
Island City Development - Island City Development

1,383.16

Trade Date	Settlement Date	Transaction Description		-	Share or nit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool							
Opening Balar	ice						3,402,153.59
06/22/20	06/22/20	Redemption - Outgoing Wires			1.00	(400,000.00)	3,002,153.59
06/30/20	07/01/20	Accrual Income Div Reinvestment	- Distributions		1.00	1,383.16	3,003,536.75
Closing Balanc	ce						3,003,536.75
		Month of June	Fiscal YTD January-June				
Opening Balar	ice	3,402,153.59	0.00	Closing Balance		3,003,536.75	
Purchases		1,383.16	3,403,536.75	Average Monthly Balance		3,282,199.70	
Redemptions ((Excl. Checks)	(400,000.00)	(400,000.00)	Monthly Distribution Yield		0.51%	
Check Disburs	ements	0.00	0.00				
Closing Balance	e	3,003,536.75	3,003,536.75				

3,536.75

Cash Dividends and Income



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701 Atlantic Avenue • Alameda, California 94501-2161

- To: Honorable Chair and Members of the Board of Commissioners
- From: Cynthia Alvarez, Deputy Executive Director
- Date: August 19, 2020
- Re: Authorize the Executive Director or Designee to Negotiate and Enter into a Flooring Services Contract Between the Housing Authority and Bay Area Contract Carpets in the Amount Not To Exceed \$700,000 for 3 Years (Plus Two One-Year Renewal Options)

BACKGROUND

As part of AHA's assessment of its procurement process, the flooring contract was identified as requiring a Request for Proposal (RFP) to be issued. The previous contract was for five (5) years and the time period has expired. Through a RFP staff received responses from two (2) flooring companies.

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

DISCUSSION

Staff issued a Request for Proposal (RFP) for flooring services for AHA's portfolio of properties on April 17, 2020 and responses were due on June 1, 2020. Two flooring companies were reviewed and scored according to experience, approach to the project, qualify of service and price proposal. The two flooring companies reviewed were French Bros Flooring and Bay Area Contract Carpets. Bay Area Contract Carpets was selected as they provided references, turnaround time, as well as scored higher in their pricing. Bay Area Contract Carpets is the current AHA provider.

The proposal from Bay Area Contract Carpets is for fixed pricing for our studios, one, two, three, four, and five-bedroom units. The not to exceed amount of \$700,000 would be expected of be sufficient to cover a period of five (5) years which includes the three-year initial contract and the two one-year additional extensions.



Honorable Chair and Members of the Board of Commissioners August 19, 2020 Page 2 of 2

FINANCIAL IMPACT

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

RECOMMENDATION

Authorize the Executive Director or Designee to Negotiate and Enter into a Flooring Services Contract Between the Housing Authority and Bay Area Contract Carpets in the Amount Not to Exceed \$700,000 for 3 Years (Plus Two One-Year Renewal Options).

Respectfully submitted,

DocuSigned by: ia Alvanz Cynthia Alvarez **Deputy Executive Director**

Attachments: Exhibit 1: Draft Flooring Contract



CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into this _____ day of____2020, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and_____(a California corporation, partnership, sole proprietor, individual, joint venture) whose address is ______, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS:

- A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. AHA and Consultant desire to enter into an agreement for_____

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

1. **TERM:**

The time for Completion set forth in the contract is ____ calendar days, including the starting date, which establishes June ____, 2025, as the completion date, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount of \$______. An additional \$_______shall be budgeted for potential change orders, for a contract total not to exceed \$_______ and in a manner as set forth in Exhibit "B" and incorporated herein by this reference. Payment will be made based upon Consultant's submitted and approved Schedule of Values. Payment shall be made for 90 percent of the value of the work. AHA shall retain 10 percent of the value of the work as partial security for the completion of the work by Consultant. Retained amounts shall not be construed as acceptance of defective work. No interest will be paid to Consultant on retained funds.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. **INDEPENDENT PARTIES:**

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. INDEMNIFICATION/HOLD HARMLESS:

Consultant shall indemnify, defend, and hold harmless AHA, its Board of Commissioners officials, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's performance of the contract. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnity Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. INSURANCE:

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

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

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

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

A. COVERAGE:

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

Statutory coverage as required by the State of California.

Liability:

Commercial general liability coverage in the following minimum limits:

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

If submitted, combined single limit policy with aggregate limits in the amounts of

\$1,000,000 will be considered equivalent to the required minimum limits shown above. Automotive:

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate
OR		
Combined Single Limit:	\$1,000,000	per accident

Professional Liability:

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

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

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

12. **PROHIBITION AGAINST ASSIGNMENTS:**

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint 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.

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13. SUBCONTRACTOR APPROVAL:

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

14. **PERMITS AND LICENSES:**

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

15. **REPORTS:**

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

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

The original Project for which Consultant was hired.

Completion of the original Project by others;

Subsequent additions to the original project; and/or

Other AHA projects as appropriate.

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

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

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

16. **RECORDS:**

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

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

17. NOTICES:

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

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: Lisa Caldwell

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

18. NO SMOKING, DRINKING OR RADIO USE:

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

19. **TERMINATION:**

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

20. COMPLIANCES:

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

21. **GOVERNING LAW:**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid

laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

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

22. ADVERTISEMENT:

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

23. CONFIDENTIALITY:

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

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

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

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

24. WAIVER:

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

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied

covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AHA and Consultant.

26. CAPTIONS:

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

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

Consulting Firm

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

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

SIGNATURE OF ONE OF THE FOLLOWING: CORPORATE SECRETARY ASSISTANT SECRETARY, CFO, TREASURER OR ASSISTANT TREASURER (IF CONSULTING FIRM IS A CORPORATION) EXHIBIT A: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Description

1.1 This Work involves the removal and replacement of finished flooring materials and baseboards in occupied and vacant residential units and includes all labor, materials, tools and other equipment, services and supervision required to complete all flooring replacement work as indicated.

1.2 This Work shall also include, but not necessarily be limited to, moving furniture, appliances, surface preparation of substrates as required for acceptance of flooring installation, including cleaning, small crack repair, patching, sealing, making good surfaces and areas, pre-treatment and floating.

1.3 Provide unit price for items indicated on Bid Form.

Unit Types and Approximate Square Yardage

Measurements are provided as an estimation aid only.

NUMBER OF BEDROOMS	NUMBER OF UNITS	AVERAGE CARPET AREA Square Yards	AVERAGE VINYL AREA Square Yards
Studio	54	48	9
One bedroom	228	55	10
Two Bedroom	152	80	18
Three Bedroom	87	102	28
Four Bedroom	45	122	35
Five Bedroom	6	141	36

Quality Assurance

a. Contractor shall have a minimum of five (5) consecutive years proven satisfactory experience as a California Contractors State Licensing Board licensed C15 Flooring Contractor and shall maintain a qualified crew of installers throughout the duration of the work.

b. Only qualified journeypersons, as defined by local jurisdiction shall be engaged in window installation. Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with trade regulations.

c. All materials, preparation and workmanship shall conform to requirements of ASTM F710 - 08 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring, and Carpet Rug Institute's Carpet (CRI) Installation Standard 2011.

Existing Wall Finishes

d. If interior walls are disturbed during removal and installation, the following shall apply:

e. Contractor should assume Regulated Asbestos Containing Material (RACM) is present in the joint compound, texture, and topping of finished walls and treated as a friable asbestos containing material. Any removal or clean up shall be performed in strict accordance with Bay Area Air Quality Management District (BAAQMD) and Environmental Protection Agency (EPA) Asbestos Removal requirements. AHA shall notify Contractor as to which units are known to contain RACM.

It will be the Contractor's responsibility to identify potential RACM conditions and notify AHA prior to any finish area repairs. Contractor shall not assume that AHA is aware of all RACM conditions.

f. Contractor shall assume that lead based paint exists in wood trim unless testing is provided otherwise by Contractor.

i. It is assumed that less than 100 lineal feet/or less than 100 square feet of wood trim will be removed to complete Work of each unit, therefore, Contractor shall take appropriate measures to ensure that lead based paint is removed in a safe and compliant manner. Dry scraping and sanding is not permissible.

ii. If it is determined that more than 100 lineal feet/or more than 100 square feet of wood trim will be removed, Contractor shall immediately notify AHA prior to removal.

iii. The Lead-in-Construction Standard is in place to protect the health and safety of employees who engage in lead-related construction work, including construction, demolition, renovation and repair. Contractors disturbing more than 100 square feet or more than 100 linear feet of lead-containing materials must take steps to prevent worker exposures to lead and are required to notify the Department of Industrial Relations at least 24 hours prior to beginning work

i. Collect paint chips, dust, dirt, and rubble in 6-mil plastic trash bags for disposal.

ii. Store larger lead-based paint building parts in containers until ready for disposal.

iii. If possible, use a covered, locked, mobile dumpster to store lead-based paint debris until the project is complete

Moving and Protection

h. Contractor will be responsible for moving all furniture and appliances and provide protection from flooring replacement activities including weather conditions. Contractor shall re- install all moved items including appliances, at the end of the workday. Residents shall be responsible for the disconnection and re-connection of electronic items such as televisions, audio equipment and computers. All protection materials shall be clean and not leave any dirt or residue on resident's belongings.

i. Residents will be responsible for the removal of small items and to safeguard all personal items of value such as jewelry and electronics.

Unit Completion

On a daily basis, Contractor shall fully complete all units begun. Contractor shall also provide a contact phone number to residents, respond to all complaints from residents and shall promptly respond within four (4) hours after notification. AHA will back bill Contractor for all calls from residents that require resolution from AHA Maintenance Department.

Regulatory Requirements

1.4 Conform to workplace safety regulations and requirements of those authorities having jurisdiction for the installation of flooring coverings and related construction activities.

Submittals

1.5 If requested, submit an invoice list of all supplies and materials ordered for project Work to AHA indicating manufacturer, types and quantities for verification and compliance with specification and design requirements.

1.6 Submit two (2) copies of manufacturer's specifications and installation instructions for floor coverings and related items specified. Contractor shall also submit a plan for recycling the specified floor coverings and related items at the end of useful life of the carpet.

1.7 Provide certification from the fiber producer verifying use of the branded fiber in the submitted carpet product. Certification should include the percentage (%) recycled content by weight for fibers, describing the source of this recycled content. If virgin nylon is used the manufacturer shall include as part of the fiber certification, the precise method that will be used to recapture the nylon at the end of the useful life of the carpet tile. State whether it will be returned to nylon carpet yarn production, downcycled to an end use other than carpet yarn, or disposed of in a specified manner.

1.8 Meet with AHA at units to determine seam locations, pattern direction, necessary installation accessories, and provisions for work of other trades. Also, show locations of any threshold conditions. If mixed fiber types are used, the fiber type must be clearly identified to facilitate future recycling.

1.10 Submit two (2) copies of the manufacturer's instructions on post-consumer recycling of the specified floor covering and related items.

Product Delivery, Storing and Handling

Deliver and store all supplies and materials in sealed, original labeled containers and packaging bearing manufacturer's name, brand name, and materials content in strict accordance with manufacturer requirements.

Environmental, Waste Management and Disposal Requirements

j. Perform no flooring replacement work when the ambient air and substrate temperature, relative humidity and dew point and substrate moisture content is below, or above requirement as stated by the manufacturer.

k. Install floor coverings in dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

I. Glues, adhesives, seam binders and related materials (thinners, solvents, caulking, cleaning rags, etc.) shall be regarded as hazardous products. Recycle and dispose of same subject to regulations of applicable authorities having jurisdiction.

m. To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground, retain cleaning water and filter out and properly dispose of sediments.

n. Set aside and protect surplus and uncontaminated finish materials not required by AHA and deliver or arrange collection for verifiable re-use or re-manufacturing.

Warranty

o. Provide warranties by both flooring manufacturers and Contractor agreeing to replace defective materials and correct faulty workmanship of floor coverings as specified in Section 12.1, 12.2 and 12.3 following final acceptance.

11.1.2 Submit carpet manufacturer's warranties as follows:

1. Wear - Surface wear shall not be more than 10% by weight throughout the life of the product.

2. Static - Carpet will maintain static generation at less than 2.5 KV at 70 degrees F, and 20% R.H. throughout the life of the product.

3. No de-lamination throughout the life of the product.

4. No edge ravel throughout the life of the product.

5. No dimensional instability, (shrinkage, curling, and doming) which adversely affects the ability of the floor covering to lay flat throughout the life of the product (per installation instructions).

6. Environmental warranty for recycling.

p. Provide a thirty (30) calendar day warranty against leakage on re-installed toilets.

q. Submit manufacturer's certified independent test results to show that carpet meets or exceeds product performance specification criteria for carpet testing requirements (flame,

smoke, etc.).

r. Within the warranty period, Contractor shall repair or replace defective materials, and when notified by AHA, Contractor shall promptly investigate and address deficiencies.

Materials

s. Carpet:

Brand: Shaw Property Solutions Color: 00706 Townhouse Taupe Style Name: PS507 Description: Textured Cut Pile Fiber/Brand: 100% Shaw Ever Again Recyclable BCF Nylon/Property Solutions Warranty: Five years

t. Carpet Pad:

Brand: Leggett and Platt Incorporated Category: Standard Bonded Product Code: BU5047 R Value: 1.64 Gauge: 7/16 Density: 6 lb. Netting: Yes Film: Yes Color: Green Certification: FHA, Green Label Certified. Meet or exceed Carpet and Rug Institute's Indoor Air Quality carpet cushion testing program. Warranty: 10 years

u. Resilient Sheet Flooring:

Brand: Armstrong Collection: Memories Product Number: 62940 Color: Sahara Sand Gloss Level: Low Gloss Warranty: 12 years

v. Vinyl Wall Base:

Brand: Burke "Mercer Vinyl Wall Base Type TV" Color: Brown #502 Width: 4 inches, 1/8" Cove Base Composition: Thermoplastic Vinyl Gauge: .125"

w. Wooden Wall Base:

1 ¾" Mahogany Base Board

Substitutions

Any substitutions shall be presented to AHA prior to proposal submission for approval. Substitutions shall meet or exceed specifications, and no changes or substitutions will be allowed after proposal submission unless it is determined that product is obsolete or is not readily available.

Contractor shall provide AHA with a written schedule prior to issuance of the Notice to Proceed. AHA will provide a general notice to all residents informing them as to the general start date. It will be the Contractor's responsibility to provide a minimum of seventy-two (72) hours written notice informing tenants as to the exact start and completion date and instructions.

Condition and Preparation of Surfaces

x. Contractor shall measure carefully and check all dimensions and other conditions in the field to ensure proper fit in the units designated.

y. Contractor shall be responsible for the accuracy of measurements on total yardage requirements, individual floor yardage requirements and dye lot yardage requirements.

z. No request for carpet or installation extras from AHA will be considered due to measurement or takeoff errors by Contractor. Contractor shall confirm total yardage required.

aa. Contractor shall coordinate all installation activities with the AHA representative.

bb.Removal of flooring should be performed according to pre-approved plan for disposal or recycling. Scrape up existing flooring or de-emboss existing surface to receive new materials.

cc. Sequence carpeting with other work to minimize the possibility of damage and soiling of flooring during remainder of construction period. Flooring installation must not commence until painting and finishing work is complete and ceiling and other overhead work has been completed, unless specifically approved by AHA.

dd. Contractor must examine substrates for conditions over which flooring is to be installed. Contractor shall furnish and install new underlayment as needed.

ee. Contractor shall perform moisture content testing as required in manufacturer's instructions to ensure pH readings of no more than nine (9). Moisture transmission of five point five (5.5) pounds per sqm. per twenty-four (24) hours is acceptable. If values exceed this level manufacturer's recommendations must be followed for moisture transmission mitigation. Do not proceed until unsatisfactory conditions are corrected.

ff. Cracks one sixteenth inch (1/16") or more, holes, unevenness and roughness must be filled, leveled and made smooth with a compatible latex floor patching compound. Prior to filling, the floor must be swept clean of all loose granular debris. After filling, allow filler to dry. Then damp mop the floor with warm water and allow surfaces to dry. Vacuum after mopping, to ensure all loose granular debris is removed and provide a proper substrate to install flooring.

gg. All surfaces to receive flooring shall be clean and dry, and in a condition satisfactory to AHA. Contractor shall notify AHA immediately of any conditions which will prevent Contractor from producing satisfactory finish work after above specified preparatory work is completed.

hh. Contractor shall vacuum floors again immediately before installation of carpeting.

ii. Confirm compatibility of adhesive with curing compounds on concrete floors. All adhesives and curing compounds shall comply with the Carpet and Rug Institute (CRI) Green Label Certification program for low Volatile Organic Compounds (VOC's).

jj. Once the Contractor commences installation work in a unit, it shall be assumed that the

kk. Flat lay flooring according to manufacturer's printed instructions in a wall to wall method. Comply with manufacturer's instructions and recommendations for uniformity of direction of carpet installation.

condition of the floor has been accepted and any repairs or further corrections in the floor

surface shall become the responsibility of the Contractor.

II. Install flooring under open-bottom obstructions and under removable flanges and furnishings, and into alcoves and closets of each unit. Remove and replace moldings and wooden base boards as needed.

mm. Provide cut outs where required. Conceal cut edges with protective edge guards or overlapping flanges.

nn. Install flooring under open-bottom items such as heat registers and install tight against walls, columns and cabinets so that the entire floor area is covered with carpet. Remove and re- install toilets and replace wax seal and toilet bolts with new. Seals on rear discharge pressure assisted toilets shall be replaced with neoprene seals. Caulk front and sides of toilets only with white Polyseamseal Tub and Tile Adhesive Caulk, or equivalent.

oo. Install edging guard at all openings and doors wherever carpet terminates, unless indicated otherwise. Prior to installation, report to AHA all other obstructions which may occur.

pp. Cutting shall be done in accordance with the manufacturer's specifications, using the tools designed for the carpet being installed. Scraps shall be retained or disposed of per the manufacturer's environmental program.

qq. Edges shall be butted together with the manufacturer's specified pressure to produce the tightest joint possible without distortion.

rr.

Installation

ss. Contractor may re-use existing tack strips. If additional tack strips are needed to complete installation, or tack strips are damaged and no longer usable, Contractor shall install additional or replacement tack strips as part of this Work.

tt. All carpet shall be installed with pile-lay in the same direction.

uu. Use leveling compound where necessary. Any floor filling or leveling shall have a minimum of (forty-eight inches) 48 inches of feather.

vv. Do not bridge building expansion joints with flooring materials. Provide for movement.

ww. Remove and re-install doors and trim if necessary, for clearance.

xx. Furnish and replace transition metal to match existing.

Cleaning and Protection

yy. On completion of the installation in each area, all dirt, carpet scraps, etc., must be removed from the surface of the carpet. Any soiling sports or excessive adhesive on the carpet shall be removed with manufacturer approved spot remover.

zz. Construction traffic other than as may be required to fit up work area will not be allowed to traverse the completed Work.

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aaa. Remove debris, and sort pieces to be saved from scraps to be redirected and recycled.

bbb. Protect carpeting against damage during construction. Damaged carpeting will be rejected and recycled. As the carpet is laid, remove all trimmings, excess pieces of carpet and laying materials.

ccc. At the completion of the Work and when directed by AHA, vacuum carpet using commercial dual motor vacuum of type recommended by carpet manufacturer. Remove spots and replace carpet where spots cannot be removed. Remove rejected carpeting and replace with new carpeting. Remove any protruding yarns with shears or sharp scissors.

ddd. Protection of carpeting shall be maintained on each floor or area until accepted by AHA.

Handling of Materials

eee. Remove salvage and debris from site as it accumulates. Do not store, sell, or otherwise dispose of debris on the site. Remove materials in such manner as to prevent damage to finished areas and tenant belongings. Keep streets, pavement and areas adjacent to and leading from the unit clean, accessible and free of debris at all times.

fff. Deliver flooring materials in sealed and secured protective wrapping, and sealed containers for related materials.

ggg. Storage and staging area at the unit must be coordinated with AHA.

hhh. Provide three percent (3%) overage of calculated yardage for each type of flooring (calculated yardage shall include carpet needed for complete installation plus waste and usable scraps). Waste, unusable scrap, and carpet damaged during the life of the carpet installation must be recycled through the manufacturer's environmental program by the qualified installer.

iii. Deliver specified overrun and usable scraps of packages to AHA's designated storage space, secured and identified. Redirect small pieces of waste carpet to be appropriately recycled.

jjj.

kkk. Materials shall be stored in an enclosed and dry area protected from damage and soiling.

Dust Control

The amount of dust resulting from demolition shall be controlled to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

Protection of Existing Work and Finishes

III. Existing work to remain shall be protected from damage. Work damaged by the Contractor shall be repaired or replaced with matching.

mmm. Cover items to remain, as necessary, to protect from dust and damage.

nnn. Erect and maintain temporary barricades, warning signs and guards necessary to protect persons from injury and existing improvements to remain from damage.

Final Inspection

ooo. Completed flooring installation shall be jointly inspected by AHA and Contractor and note deficiencies, if any. When noted deficiencies have been removed and AHA finds the work to be complete according to the Contract Documents, AHA shall accept the completed work.

ppp. Upon completion of the flooring installation, AHA shall verify that work is complete, properly installed and acceptable. Installations considered to lack uniformity and soundness by AHA, shall be made good at the expense of the Contractor.

qqq. Upon completion of the installation the Contractor shall deliver a certificate of recycling describing the method by which the uplifted carpet was recycled, and shall provide a promise of recycling specifying the method of recycling of the newly installed carpet tile at the end of its useful life.

Release

The acceptance of the final payment shall constitute a waiver of all claims by Contractor for work done or furnished in connection with the work and for every act and neglect of AHA relating to or arising out of the Work except those timely claims or requests for Change Orders previously submitted in writing in accordance with General Conditions for which no final decision has been rendered. No payment, final or otherwise, shall operate to relieve the Contractor or his sureties from any obligation under Contract Documents or shall constitute a waiver of claims for defective or nonconforming work or of rights arising under the Contract Documents or law.

EXHIBIT B: PRICING

Cost to replace flooring in a studio unit	\$1,664.52
Cost to replace flooring in a One Bedroom unit	\$1,823.70
Cost to replace flooring in a Two Bedroom unit	\$2,310.45
Cost to replace flooring in a Three Bedroom unit	\$3,401.58
Cost to replace flooring in a Four Bedroom unit	\$3,791.63
Cost to replace flooring in a Five Bedroom unit	\$4,182.14

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Housi Autho	ng rity of the City of Alameda	PHONE FAX TTY/TRS	(510) 747-4300 (510) 522-7848 711
8 <u>.</u>	701 Atlantic Avenue • Alameda, Californi	a 94501-2161	207 202
To:	Honorable Chair and Members of the Board	of Commission	ers
From:	Cynthia Alvarez, Deputy Executive Director		
Date:	August 19, 2020		
Re:	Authorize the Executive Director or their Des Contract with HB Restoration for Cycle Pain Amount of \$370,000 for a 5-Year Contract Optional 1-Year Renewals)	t Services for a	Not to Exceed

BACKGROUND

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

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

DISCUSSION

Staff issued a Request for Proposal (RFP) for painting services for AHA's portfolio of properties on April 27, 2020 and responses were due on June 8, 2020. Three cycle paint companies were reviewed and scored according to experience, approach to the project, qualify of service and price proposal. The three cycle paint companies reviewed were Nunes Painting and Decorating, Pro-Craft Builders, and HB Restoration. HB Restoration garnered a higher score in pricing and was selected as the winning bid.

The proposal from HB Restoration is for fixed pricing for our studios, one, two, three, four, and five-bedroom units. The not to exceed amount of \$370,000 would be expected to cover a period of five (5) years which includes the three-year initial contract and two one-year additional extensions.

FINANCIAL IMPACT

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





Honorable Chair and Members of the Board of Commissioners August 19, 2020 Page 2 of 2

RECOMMENDATION

Authorize the Executive Director or their Designee to negotiate and sign a contract with HB Restoration for cycle paint services for a Not to Exceed Amount of \$370,000 for a 5-year contract (3-year Initial Term with Two Optional 1-year Renewals).

Respectfully submitted,

DocuSigned by: Cynthia alwarez

Cynthia Alvarez Deputy Executive Director

Attachments: Exhibit 1: Draft Painting Contract





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CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into this _____ day of ___2020, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and _____ (a California corporation, partnership, sole proprietor, individual, joint venture) whose address is ______, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS:

- A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. AHA and Consultant desire to enter into an agreement for_____

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

1. **TERM:**

The time for Completion set forth in the contract is ____ calendar days, including the starting date, which establishes June ____, 2025, as the completion date, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount of \$_____. An additional \$______shall be budgeted for potential change orders, for a contract total not to exceed \$_____ and in a manner as set forth in Exhibit "B" and incorporated herein by this reference. Payment will be made based upon Consultant's submitted and approved Schedule of Values. Payment shall be made for 90 percent of the value of the work. AHA shall retain 10 percent of the value of the work as partial security for the completion of the work by Consultant. Retained amounts shall not be construed as acceptance of defective work. No interest will be paid to Consultant on retained funds.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. **INDEPENDENT PARTIES:**

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. **NON-DISCRIMINATION:**

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

9. INDEMNIFICATION/HOLD HARMLESS:

Consultant shall indemnify, defend, and hold harmless AHA, its Board of Commissioners officials, employees and volunteers ("Indemnitees") from and

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

10. **INSURANCE:**

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

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

It is agreed that Consultant shall always maintain in force during the performance of the Agreement all appropriate coverage of insurance acceptable to AHA and licensed to do insurance business in the State of California. An endorsement naming AHA as additional insured shall be submitted with the insurance certificates.

Α. :

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

Statutory coverage as required by the State of California.

Liability:

Commercial general liability coverage in the following minimum limits:

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

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

Automotive:

Comprehensive automobile liability coverage in the following minimum limits:

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

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

Professional Liability:

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

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

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

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

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

12. **PROHIBITION AGAINST ASSIGNMENTS:**

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

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from AHA is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement. If 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.

14. **PERMITS AND LICENSES:**

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

15. **REPORTS:**

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

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

The original Project for which Consultant was hired.

Completion of the original Project by others.

Subsequent additions to the original project; and/or

Other AHA projects as appropriate.

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

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

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

16. **RECORDS:**

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

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

17. **NOTICES:**

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

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

18. NO SMOKING, DRINKING OR RADIO USE:

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

19. **TERMINATION:**

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

20. **COMPLIANCES:**

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

21. GOVERNING LAW:

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

22. **ADVERTISEMENT:**

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

23. CONFIDENTIALITY:

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

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

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

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. CAPTIONS:

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

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

Consulting Firm

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

NAME OF SIGNING PARTY TITLE OF SIGNING PARTY (PRESIDENT, VICE PRESIDENT OR CEO IF CONSULTING FIRM IS A CORPORATION) Vanessa M. Cooper Executive Director

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

EXHIBIT A: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. DESCRIPTION

1.1 This Work involves cycle painting of occupied residential units and includes all transportation, labor, materials, tools and other equipment, services and supervision required to complete all interior painting work as indicated in Materials and Finish Schedule.

1.2 All labor performing this work must be background checked and have a clean record.

1.3 This work shall also include, but not necessarily be limited to moving furniture, removal and reinstallation of window coverings, surface preparation of substrates as required for acceptance of painting, including cleaning, small crack repair, patching, caulking, making good surfaces and areas, pre-treatment, priming and back-priming.

1.4 This work may include the painting of vacant units as they become available at the discretion of the Housing Authority of the City of Alameda (AHA).

1.5 Provide unit prices for items indicated on Proposal Pricing Form.

2. AVERAGE UNIT SQUARE FOOTAGE

2.1 The following square footages are approximations only and are provided as an estimation aid.

2.1.1 Studio Type: level	510 square feet- Single
2.1.2 One Bedroom Type: level	600 square feet'- Single
2.1.3 Two Bedrooms Type: levels	950 square feet-Two
2.1.4 Three Bedroom-Two Bathroom Type: levels	1160 square feet-Two
2.1.5 Four Bedroom-Two Bathroom Type: levels	1375 square feet-Two
2.1.6 Five Bedrooms-Two Bathroom Type: levels	1590 square feet-Two

3. QUALITY ASSURANCE

3.1 Contractor shall have a minimum of five (5) years proven satisfactory experience as State of California licensed C33 painting contractor and shall maintain a qualified crew of painters throughout the duration of the work.

3.3 All materials, preparation and workmanship shall conform to requirements of the latest edition of the Maintenance Repainting Manual by the Master Painters Institute (hereafter referred to as the MPI Painting Manual).

3.4 All paint manufacturers and products used shall be as listed under the Approved Product List section of this Scope of Work and Specifications.

3.5 Contractor shall receive written confirmation of the specific surface preparation procedures and primers used for all fabricated steel items from the fabricator *I* supplier to ascertain appropriate and manufacturer compatible finish coat materials to be used before painting any such work.

4. EXISTING WALL FINISHES

4.1 Contractor is advised that Regulated Asbestos Containing Material (RACM) exists in the interior of several units. AHA will provide a written list to Contractor of sites that contain RACM prior to commencement of this work.

4.2 If finished walls and ceilings in identified units are disturbed during performance of this work, the following shall apply:

4.2.1 Contractor should assume RACM is present in the joint compound, texture, and topping of finished walls and ceilings and treated as a friable asbestos containing material. Any removal or clean up shall be performed in strict accordance with Bay Area Air Quality Management District (BAAQMD) and Environmental Protection Agency (EPA) Asbestos Removal requirements. AHA shall notify Contractor as to which units are known to contain RACM. It will be the Contractor's responsibility to identify potential RACM conditions and notify AHA prior to any finish area repairs. Contractor shall not assume that AHA is aware of all RACM conditions.

5. MOVING AND PROTECTION

5.1 Contractor will be responsible for moving all heavy furniture and to provide protection from preparation and painting activities. Contractor shall reinstall all moved items at the end of the work day. Residents shall be responsible for the disconnection and re-connection electronic items such as televisions, audio equipment and computers. All protection materials shall be clean and not leave any dirt or residue on resident's belongings. 5.2 Residents will be responsible for the removal of items from walls such as pictures and to safeguard all personal items of value such as jewelry and electronics.

6. UNIT COMPLETION

6.1 On a daily basis, Contractor shall fully complete all units begun. Contractor to provide an after-hours phone contact to residents, respond to all complaints, and shall promptly respond within four (4) hours after notification. AHA will back bill Contractor for all calls from tenants that require resolution from AHA Maintenance Department.

6.2 Use caution when applying paint to ceilings where fire sprinklers are present. If Contractor applies paint to sprinkler head(s) (whether accidental or purposeful) Contractor will be charged to replace the head(s) and for all costs associated with re-setting the fire sprinkler system.

7. REGULATORY REQUIREMENTS

Conform to workplace safety regulations and requirements of those authorities having jurisdiction for storage, mixing, application and disposal of all paint and related hazardous materials.

8. SUBMITTALS AND MOCK-UP

8.1 If requested, submit an invoice list of all painting materials ordered for this work to AHA indicating manufacturer, types and quantities for verification and compliance with specification and design requirements.

8.2 Submit two sets of Material Safety Data Sheets (MSDS) prior to commencement of work for review and for posting at job site as required.

8.3 When requested by AHA, prepare and paint a designated surface, area, room or item (in each color scheme) to requirements specified herein, with specified paint or coating showing selected colors, gloss/sheen, textures and workmanship to current industry standards for review and approval. When approved, surface, area, room and/or items shall become acceptable standard of finish quality and workmanship for similar on-site work.

9. PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver and store all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements in strict accordance with manufacturer requirements. Under no circumstances shall materials be stored in an occupied unit.

10. ENVIRONMENTAL, WASTE MANAGEMENT AND DISPOSAL REQUIREMENTS

10.1 Perform no painting work when the ambient air and substrate temperature, relative humidity and dew point and substrate moisture content is below or above requirements for interior work.

10.2 Apply paint only to dry, clean, properly cured and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

10.3 Ensure adequate continuous ventilation and sufficient heating and lighting are in place.

10.4 Paint, stain and wood preservative finishes and related materials (thinners, solvents, caulking, empty paint cans, cleaning rags, etc.) shall be regarded as hazardous products. Recycle and dispose of same subject to regulations of applicable authorities having jurisdiction.

10.5 To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground retain cleaning water and filter out and properly dispose of sediments.

10.6 Set aside and protect surplus and uncontaminated finish materials not required by AHA and deliver or arrange collection for verifiable re-use or re-manufacturing.

11. WARRANTY

Provide a written one (1) year warranty for defects in materials, workmanship, deterioration of material and surface performance. When notified by AHA Contractor shall promptly investigate and address deficiencies at Contractor's expense.

12. MATERIALS

12.1 **All units:** Pittsburgh SPEEDHIDE Interior Enamel Latex Semi-Gloss 'White Wing' Low-Odor / Low-VOC Paint (or approved equivalent).

12.2 **Esperanza interior and closet doors:** PPG Pure Performance Interior 100% Acrylic Latex Semi-Gloss 'Loam' (9-540 Ultra Deep Base) Zero VOC, Low Oder 'loam".

12.3 Apply painting and finishing materials in accordance with the manufacturer's specifications. Brush and roller method is required. Use applicators and techniques best suited for the material and surfaces to which applied.

12.4 Use oil-based paint or suitable on metal work.

12.5 Other materials such as linseed oil, shellac, thinners, solvents, etc. shall be the highest quality product and shall be compatible with paint materials being used as required.

13. MIXING AND TINTING

Unless otherwise specified herein or pre-approved, all paint shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity. Where thinner is used, addition shall not exceed paint manufacturer's recommendations.

14. SCHEDULING

AHA will issue a Purchase Order (P.O.) to contractor for each work item. AHA will provide a general notice to all residents informing as to the start date of work by contractor. It will be the AHA's responsibility to inform tenants as to the exact start and completion date and instructions. Contractor shall provide a minimum of seventy-two (72) hours written notice. Contractor shall respond to all complaints from tenants and shall promptly respond within 4 hours after notification. AHA will back bill Contractor for all calls from tenants that require resolution from AHA Maintenance Department.

15. CONDITION AND PREPARATION OF SURFACES

The condition and preparation requirements for all surfaces shall be in accordance with MPI Maintenance Repainting Manual.

16. **APPLICATION**

16.1 Apply paint in a two (2) coat system using brush and roller method. Spray application methods of occupied units are not allowed, however, may be used in vacant units.

16.2 The number of coats specified is the minimum that shall be applied. Apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform finish, color and appearance.

16.3 Instances that require the application of a smoke seal shall be determined prior to commencement of work in affected unit upon written agreement for additional cost to perform this work.

16.4 Do not paint unless substrates are acceptable and/or until all environmental conditions are acceptable for applications of products.

16.5 Apply paint or stains in accordance with manufacturer's specifications.

16.6 Painting coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.

16.7 Closet interiors shall not be painted in occupied units. Contractor shall "cuf' a vertical line from the back side of the closet door tracking to the floor at the sliding closet doors. All other doors will be painted on both sides.

17. FINISH SCHEDULE

17.1 Paint interior surfaces in accordance with the following requirements:

- 17.1.1 **Dressed Lumber:** (including doors, door and window frames, casings, molding, etc.) Low-Odor / Zero-VOCinterior Latex, Semi-Gloss
- 17.1.2 Wood Paneling and Casework: (partitions, panels, shelving, millwork, etc.) Low-Odor / Zero-VOC Interior Latex, Semi-Gloss

17.1.3 **Spray Textured Surfaces:** (ceilings)Low-Odor / Zero-VOC Interior

Latex, Low Sheen [for spray application only]

17.1.4 **Plaster and Gypsum Board:** (walls and ceilings) Low-Odor/

Zero-VOC Interior Latex, Low Sheen

18. FIELD QUALITY CONTROL

Painted surfaces considered to lack uniformity and soundness by AHA shall be made good at the expense of the Contractor. Runs, sags, misses, holidays, stains and other defects in the painted surfaces, including inadequate coverage and mil thickness shall be satisfactorily touched up, refinished, or repainted as necessary at no cost to AHA.

19. PROTECTION AND CLEAN-UP

19.1 Protect pre-finished surfaces, and adjacent surfaces against paint and damage. Furnish enough drop cloths, shield splatter from fouling surfaces not being painted. Protect surfaces, equipment, and fixtures from damage resulting from use of fixed, movable and hanging staging.

19.2 Protect all newly painted interior surfaces from elements condensation and contamination until paint coatings are completely dry. Erect barriers or screens and post signs to warn of or limit or direct traffic.

19.3 Provide wet paint signs barricades, and other devices required to protect newly finished surfaces. Remove temporary protective

wrappings provided for protection of work after completion of painting operations.

19.4 Remove hardware and accessories, machined surfaces, plates, lighting fixtures and similar items in place and not-to-be-finish painted or provide surface-applied protection. Reinstall *removed* items upon completion of work in each area.

19.5 Remove all spilled, splashed, splattered or *over* sprayed paint as work progresses, *remove* waste materials and keep area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.

19.6 Upon completion of painting work *remove* all rubbish, paint cans, and accumulated materials resulting from work in each space or room. All areas shall be left in a clean, orderly condition. Dispose off-site in appropriate waste facility.

EXHIBIT B: PRICING

Unit size	Square Feet	Cost per unit
Studio	510	\$650
One Bedroom	600	\$750
Two Bedroom	950	\$1,100
Three Bedroom	1,160	\$1,250
Four Bedroom	1,375	\$1,300
Five Bedroom	1,590	\$1,400



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

701 Atlantic Avenue • Alameda, California 94501-2161

To:	Honorable Chair and Members of the Board of Commissioners
From:	Cynthia Alvarez, Deputy Executive Director
Date:	August 19, 2020
Re:	Authorize the Executive Director or designee to Negotiate and Sign a Contract with Nova for Janitorial and Cleaning Services for a Not to Exceed Amount of \$1,100,000 for a 5-year Contract (3 Years with Two Optional 1-Year Renewals)

BACKGROUND

As part of AHA's assessment of its procurement process, the janitorial and cleaning contract was identified as requiring a Request for Proposals (RFP) to be issued. The previous contract was for five years and the time period has expired. Through an RFP staff received responses from seven (7) janitorial companies.

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

DISCUSSION

Staff issued a Request for Proposals (RFP) for cleaning and janitorial services for AHA's portfolio of properties on April 17, 2020 and responses were due on May 26, 2020.

Seven janitorial and cleaning companies were reviewed and scored according to experience, approach to the project, qualify of service and price proposal. The seven companies who responded to the RFP were DADS, Hanyes, Karla's, Mercedes Lanfair, MSM, Nova, and USB. Nova scored highest and was awarded the bid. Nova is the current provider.

The proposal from NOVA is for fixed pricing for janitorial services at our various properties, including our administrative office. The not to exceed amount of \$1,100,000 would be for a period of five (5) years which includes the three-year initial contract and two one-year additional extensions.





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FINANCIAL IMPACT

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

RECOMMENDATION

Authorize the Executive Director or designee to negotiate and sign a contract with Nova for Janitorial and Cleaning Services for a not to exceed amount of \$1,100,000 for a 5-year contract (3 years with two optional 1-year renewals).

Respectfully submitted,

-DocuSigned by:

Vanussa (sopur 5AFA57239EC2484... Cynthia Alvarez Deputy Executive Director

Attachment: Exhibit 1: Draft Janitorial Contract





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CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into this _____ day of ___2020 by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and _____ (a California corporation, partnership, sole proprietor, individual, joint venture) whose address is ______, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS:

- A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. AHA and Consultant desire to enter into an agreement for_____

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

1. TERM:

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

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount of \$. An additional \$ shall be budgeted for potential change orders, for a contract total not to exceed \$ and in a manner as set forth in Exhibit "B" and incorporated herein by this reference. Payment will be made based upon Consultant's submitted and approved Schedule of Values. Payment shall be made for 90 percent of the value of the work. AHA shall retain 10 percent of the value of the work as partial security for the completion of the work by Consultant. Retained amounts shall not be construed as acceptance of defective work. No interest will be paid to Consultant on retained funds.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. **INDEPENDENT PARTIES:**

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. INDEMNIFICATION/HOLD HARMLESS:

Consultant shall indemnify, defend, and hold harmless AHA, its Board of Commissioners officials, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's performance of the contract. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. INSURANCE:

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

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

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to AHA and licensed to do insurance business in the State of California. An endorsement naming AHA as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

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

Statutory coverage as required by the State of California.

Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate
بالمصحف الممانية مساريه فال	ممنا مليم منام البمم	it malies swith a service sate

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

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate
OR		
Combined Single Limit:	\$1,000,000	per accident

Professional Liability:

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

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

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

12. **PROHIBITION AGAINST ASSIGNMENTS:**

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint 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.

13. SUBCONTRACTOR APPROVAL:

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

14. **PERMITS AND LICENSES:**

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

15. **REPORTS:**

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

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

The original Project for which Consultant was hired.

Completion of the original Project by others;

Subsequent additions to the original project; and/or

Other AHA projects as appropriate.

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

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

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

16. **RECORDS:**

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

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

17. **NOTICES:**

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

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: Mike Billington

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

18. NO SMOKING, DRINKING OR RADIO USE:

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

19. **TERMINATION:**

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

20. COMPLIANCES:

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

21. GOVERNING LAW:

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

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

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining

to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise.

23. **CONFIDENTIALITY:**

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

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

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

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. CAPTIONS:

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

Consulting Firm

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

NAME OF SIGNING PARTY TITLE OF SIGNING PARTY (PRESIDENT, VICE PRESDIENT OR CEO IF CONSULTING FIRM IS A CORPORATION) Vanessa M. Cooper Executive Director

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

EXHIBIT A SERVICES TO BE PERFORMED

ADMINISTRATIVE OFFICE—701 Atlantic Avenue, Alameda

The following functions must be completed daily. The administrative office includes general offices, reception area, restrooms, lobby, stairs and elevator. All listed items shall be performed Monday through Friday using vendor supplied cleaning materials. All materials must be green, mid-to-low environmentally friendly products. No citrus based products can be used in the AHA office. Janitorial services must be completed between the hours of 6:00 p.m. and 12:00 a.m. except for ten (10) recognized holidays. Recognized holidays will be provided to Contractor prior to commencement of work. Provide costs for year one with cumulative cost increase for years two and three. AHA reserves the right to negotiate for pricing for years four and five. Contractor must conduct background checks for all employees working on AHA properties.

- Vacuum all carpeted floors, moving light furniture such as chairs, waste receptacles, end tables, etc.
- Clean all reachable vertical surfaces, plumbing and light fixtures.
- Empty and clean all waste and recycling receptacles. Remove all refuse and recyclables to designated areas and replace trash liners.
- Clean main reception area. Front main door glass must be cleaned daily.
- Dust wipe, with a treated cloth, all horizontal surfaces within reach. Papers and folders left on desks will not be moved.
- Sweep and mop all floors.
- Spot clean carpets for minor spills and drips. (Excessive spotting may require a minimal carpet maintenance program).
- Clean and sanitize drinking fountains.
- Clean smudges and fingerprints on all interior glass partitions and doors.
- Report and log any unusual occurrences, such as problems with lights, plumbing, etc.
- Turn off all lights, except designated night-lights; secure all windows, and doors upon leaving premises. Set alarms.

ALL SEVEN (7) RESTROOMS DAILY FUNCTIONS:

- All basins, bowls, urinals and showers will be cleaned and sanitized with approved germicidal solution including tile walls near urinals.
- All stainless-steel fixtures, including but not limited to all mirrors, feminine hygiene receptacles, trash, receptacles, towel dispensers, etc., will be completely washed, sanitized and polished.
- Empty all trash, including sanitary bins and clean as needed, changing liners daily.
- Restock all dispensers as needed.
- Mop floors including hard to reach places.
- Remove spots and marks from partitions, doors and walls.
- Air intake and output vents will be vacuumed and washed.
- Light fixtures will be removed, washed and replaced
- Ceilings, doors and walls will be washed
- Floor tile and grout between the tiles will be cleaned and sanitized.

BREAK, LUNCH AND REST AREA DAILY FUNCTIONS:

• Clean and disinfect all counters, tables, sinks, cabinets and

refrigerator exterior. Sweep, mop and disinfect all hard surface floors, vacuum if applicable.

• Empty and clean recycle container, green waste container and all trash cans. Clean surfaces (i.e., table and benches) of picnic table on deck.

ADMINISTRATIVE OFFICES WEEKLY FUNCTIONS

The following functions must be completed on a weekly basis. The administrative office includes general offices, reception area, rest rooms, lobby, stairs and elevator.

- Dust all high and hard to reach areas and fixtures beyond daily dusting Brush and vacuum all wall and ceiling vents and grills.
- Dust window blinds and wipe clean.
- Clean carpet edges, corners, and other hard to reach, low traffic areas not included with daily vacuuming.

CHINA CLIPPER PLAZA - 460 Buena Vista Ave., Alameda

INTERIOR AND EXTERIOR COMMON AREAS COMMON AREAS

The following functions must be completed daily. The common areas include all hallways, stairwells, landings, the elevator and laundry room. All listed items shall be performed Monday through Friday using vendor supplied cleaning materials. All materials must be green, mid-to-low environmentally friendly products. Janitorial services must be completed between the hours of 9:00 a.m. and 4:00 p.m. except for ten (10) recognized holidays. Recognized holidays will be provided to Contractor prior to commencement of work.

- Vacuum all carpeted floors, moving light furniture such as chairs, waste receptacles, end tables, etc.
- Sweep and mop all vinyl flooring.
- Sweep the laundry room floor and exterior walkways
- Clean all reachable vertical surfaces, plumbing and light fixtures.
- Clean main entry area doors and windows of all dirt, smudges, and fingerprints.
- Spot clean carpets for minor spills and drips. (Excessive spotting may require a minimal carpet maintenance program.
- Clean smudges and fingerprints on all interior glass partitions and doors.
- Report and log any unusual occurrences, such as problems with lights, plumbing, etc.

ESPERANZA COMPLEX COMMUNITY CENTER - 1903 Third St., Alameda INTERIOR COMMUNITY ROOM/OFFCIES AND EXTERIOR GROUNDS COMMON AREAS

The following functions must be completed daily. All listed items shall be performed Monday through Friday using vendor supplied cleaning materials. All materials must be green, mid-to-low environmentally friendly products. Janitorial services must be completed between the hours of 6:00 p.m. and 12:00 a.m. except for ten (10) recognized holidays. Recognized holidays will be provided to Contractor prior to commencement of work.

- Sweep and mop all flooring, including the kitchen, hallway, bathroom and individual offices
- Clean the sinks and toilets in both bathrooms.

- Clean the office closest to the kitchen
- Vacuum the carpeted conference room.

INDEPENDENCE PLAZA – 703 Atlantic Ave., Alameda INTERIOR AND EXTERIOR COMMON AREAS COMMON AREAS FTE – 40 hours a week – Monday through Friday – Business hours

ANNE B. DIAMENT – 920 Park Street, Alameda INTERIOR AND EXTERIOR COMMON AREAS COMMON AREAS Part time – done Monday, Wednesday and Friday

EXHIBIT B PRICING

r						
	Administration	China Clipper	Esperanza	IP	ABD	Total
			2020-2021			
Monthly	\$2,998	\$1,369	\$4,254	\$5,989	\$1,585	\$16,195
Annual	\$29,976	\$16,428	\$51,048	\$71,868	\$19,020	\$188,340
			2021-2022			
Monthly	\$2,998	\$1,369	\$4,254	\$5,989	\$1,585	\$16,195
Annual	\$29,976	\$16,428	\$51,048	\$71,868	\$19,020	\$188,340
			2022-2023			
Monthly	\$2,660	\$1,460	\$4,491	\$6,276	\$1,660	\$16,547
Annual	\$31,920	\$17,520	\$53 <i>,</i> 892	\$75,312	\$19,920	\$198,564

Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
From: Vanessa M. Cooper, Executive Director
Date: August 19, 2020
RE: Accept a Report from the Executive Director on the Delegation of Authority to the Executive Director, or Designee, to Exercise Emergency Powers During the Local Public Health Emergency, the October 15 Council Referral, and the Housing Services Agreement with the City

BACKGROUND

This memo provides a brief update on the items discussed in the June Board meeting. Further background on these issues can be seen in the June Board packet posted on www.alamedahsg.org

Emergency Powers

Since the June Board meeting, the Executive Director has taken no actions utilizing the Emergency Powers. Full time security is now being provided at 701 and 703 Atlantic Avenue due to a number of security issues at 701 Atlantic Avenue in recent months and to cover staff levels at 703 Atlantic Avenue. It is suggested that the need for Emergency Powers be review at the next regular board of Commissioners meeting.

Meeting with the Alameda Renters Coalition (ARC)

A sub-committee of the Alameda Renters Coalition (ARC) has provided feedback on AHA practices and raised its concerns to City representatives over the past 9 months. Staff repeatedly sought to engage the ARC sub-committee. In October 2019, the AHA Executive Director suggested that a mediation group, SEEDs, which AHA utilizes fairly regularly, might facilitate communication, but the ARC group rejected this in favor of a meeting with City staff and AHA. City staff, AHA staff, and Vice Chair Tamaoki met with ARC representatives on January 13, 2020 and a subsequent follow up meeting was scheduled for February 24, 2020. At the request of the Vice Chair, ARC provided a summary of the issues they wished to discuss in the next meeting.

The February 24, 2020 meeting was cancelled due to the request by ARC to use a mediator. The meeting was then further delayed due to pending action by the City Council on the Goldfarb & Lipman request for potential waiver conflict. The City Council and Commission consented to the waiver request in May. Two initial meetings between





August 19, 2020 Page 2 of 2

AHA and SEEDS were held in May. On June 8, 2020, Commissioners, AHA staff, City staff, and ARC members met with SEEDS for a 3-hour discussion.

The City Manager has requested an additional 3 sessions with SEEDS and that AHA pay a \$4,000 contribution to the cost of these meetings. The City has determined that the ARC representatives constitute an "informal stakeholder group".

Housing Services Agreement

The HOME/CDBG and BMR programs moved back under the management of the City on August 1, 2020 per the first amendment to the Housing Services Agreement. Of the three impacted AHA staff members, two found new full-time positions elsewhere and the third accepted a full-time position with our Housing Programs Department.

AHA staff met with the Mayor, Alameda Police Chief, and City Manager in July regarding the policing services provided to the Housing Authority under the Housing Services Agreement. The meeting was productive and the group agreed to work together going forward. The Housing Authority issued notice 90-day notice of an amendment to the Agreement pursuant to Section 6 of the Amendment.

RECOMMENDATION

Accept a Report from the Executive Director on the Delegation of Authority to the Executive Director, or Designee, to Exercise Emergency Powers During the Local Public Health Emergency, the October 15 Council Referral, and the Housing Services Agreement with the City.

Respectfully submitted,

DocuSigned by: Vanessa (ooper

Vanessa Cooper Executive Director

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

701 Atlantic Avenue • Alameda, California 94501-2161

To:	Honorable Chair and Members of the Board of Commissioners
From:	Tonya Schuler-Cummins, Senior Management Analyst
Date:	August 19, 2020
RE:	Resolution to Approve Implementing Waiver 11(b) SEMAP from PIH Notice 2020-05 to Allow HUD to Carry Forward the Most Recent SEMAP Score on File

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) has instituted the Section 8 Management Assessment Program (SEMAP) to measure housing authorities' performance in key program areas.

Under normal operating conditions, the Housing Authority is required to submit an annual SEMAP certification online after the Board of Commissioners has adopted a resolution certifying that the data to be submitted is accurate within 60 days of the end of its fiscal year. The certification due in 2020 would cover the fiscal year July 1, 2019 to June 30, 2020; however on April 10, 2020, HUD issued PIH Notice 2020-05 *COVID-19 Statuatory and Regulatory Waivers for the Public Housing, Housing Choice Voucher, Indian Housing Block Grant and Indian Community Development Block Grant programs, Suspension of Public Housing Assessment System and Section Eight Management Assessment Program allowing for a wavier of 24 CFR Part 985 the regulation implementing SEMAP. The waiver allows HUD to carry forward the most recent SEMAP score on record for the current SEMAP requirement and resume SEMAP scores beginning with PHAs with fiscal year end dates of March 31, 2021. This waiver allows the Agency to keep its SEMAP score from last year which was 100% as notified by letter from the field office of HUD (see Attachment A).*

DISCUSSION

The Housing Authority of the City of Alameda (AHA) conducts SEMAP audits quarterly and then at the end of the fiscal year. This year, staff is recommending to keep the SEMAP score from the last fiscal year. However, staff did conduct the SEMAP audit as it was partially completed before the issuance of the waiver notice. The waiver allows the AHA to not worry about missing Housing Quality Standards (HQS) inspections and late annuals for this past fiscal year. The AHA is continuing to process annuals; however, participants have been given longer response times due to the difficulty of obtaining some documentation. The AHA has suspended all regularly scheduled HQS inspections at





August 19, 2020 Page 2 of 2

least through the end of the Shelter-In Place. This includes suspending the quality control HQS inspections needed for SEMAP.

Indicator 5 is Housing Quality Control Inspections, and this indicator shows whether the Director of Housing Programs or other qualified person re-inspected a sample of units under contract during the fiscal year. The Housing Authority was required to re-inspect a sample of 26 or more units. Qualified staff from the Housing Authority conducted 27 quality control inspections, which meets the minimum number; however, Quality Control inspections were suspended in March 2020. For the first three guarters of the year, the quality control samples are randomly generated, then towards the end of the fiscal year. the data is reviewed to ensure that the samples are drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors. Ten of this year's 27 quality control inspections were from the same census tract and only ten of the sixteen census tracts were quality controlled. Given more inspections, the AHA could have ensured that additional units from other census tracts were also selected. The AHA conducted the minimum number of quality control inspections for the fiscal year; however, a cross section of neighborhoods were not represented.

FINANCIAL IMPACT

There is no direct financial impact and HUD will automatically carry the score forward unless requested not to carry it forward by the Housing Authority.

RECOMMENDATION

Adopt the resolution to approve implementing Waiver 11(b) SEMAP from PIH Notice 2020-05 to allow HUD to carry forward the most recent SEMAP score on file.

Respectfully submitted,

DocuSigned by:

Tonya Schuler - Cummins

-89411A51346D497... Tonya Schuler-Cummins Senior Management Analyst

Attachments:

Attachment A: October 8, 2019 Letter from HUD Scoring SEMAP for Fiscal Year Ending June 30, 2019

Attachment B: Resolution to Approve Implementing Waiver





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Attachment A

espanol.hud.gov,

HOUSING AUTHORITY OF THE CITY OF ALAMEDA



U.S. Department of Housing and Urban Development San Francisco Regional Office - Region IX San Francisco, California 94104-4430

OCT 0 8 2019

Ms. Vanessa Cooper **Executive Director** City of Alameda Housing Authority 701 Atlantic Avenue Alameda, CA 94501

Dear Ms. Cooper:

This letter provides the scoring information for the City of Alameda Housing Authority's Section 8 Management Assessment Program (SEMAP) for fiscal year ending June 30, 2019. SEMAP enables HUD to better manage the Housing Choice Voucher (HCV) program by identifying PHA capabilities and deficiencies related to the administration of the HCV program. As a result, HUD will be able to provide more effective program assistance to PHAs.

The City of Alameda Housing Authority's final score for fiscal year ending June 30, 2019, is 100%. The Housing Authority's overall designation is High. The following are the scores for each indicator:

Indicator 1	Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))	15
Indicator 2	Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)	20
Indicator 3	Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)	15
Indicator 4	Utility Allowance Schedule (24 CFR 982.517)	5
Indicator 5	HQS Quality Control (24 CFR 982.405(b))	5
Indicator 6	HQS Enforcement (24 CFR 982.404)	10
Indicator 7	Expanding Housing Opportunities	5
Indicator 8	Payment Standards (24 CFR 982.503)	5
Indicator 9	Timely Annual Reexaminations (24 CFR 5.617)	10
Indicator 10	Correct Tenant Rent Calculations (24 CFR 982, Subpart K)	5
Indicator 11	Pre-Contract HQS Inspections (24 CFR 982.305)	5
Indicator 12	Annual HQS Inspections (24 CFR 982.405(a))	10
Indicator 13	Lease-Up	20
Indicator 14	Family Self-Sufficiency (24 CFR 984.105 and 984.305)	N/A
Indicator 15	Deconcentration Bonus	5

Attachment A

Thank you for your cooperation with the SEMAP process. Should you have any questions concerning your scores or required corrective actions, you may contact Carol Joseph, Portfolio Management Specialist, at (415) 489-6455.

Sincerely,

Gerard Windt Director Office of Public Housing

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No._____

APPROVE IMPLEMENTING WAIVER 11(B) SEMAP FROM PIH NOTICE 2020-05 TO ALLOW HUD TO CARRY FORWARD THE MOST RECENT SEMAP SCORE ON FILE

WHEREAS, the Section 8 Management Assessment Program (SEMAP) enables the U.S. Department of Housing and Urban Development (HUD) to measure public housing authority performance in key Section 8 Housing Choice Voucher program areas and to ensure program integrity and accountability by identifying management capabilities and deficiencies; and

WHEREAS, COVID-19 caused a Shelter-In Place that affected the normal operations of the Housing Authority beginning in March 2020; and

WHEREAS, the Housing Authority continues to strive for high quality work by continuing to audit the areas were operations continue; and

WHEREAS, HUD issued PIH Notice 2020-05 allowing for the waiver of 24 CFR 985 the regulation requiring annual SEMAP; and

WHEREAS, the Housing Authority of the City of Alameda's most recent SEMAP score on file with HUD is 100%.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Alameda, approves the implementation of Waiver 11(b) to allow HUD to carry forward the most recent SEMAP score on file for the fiscal year July 1, 2019 to June 30, 2020.

ATTEST:

Vanessa M. Cooper Executive Director/Secretary Arthur Kurrasch, Chair Board of Commissioners

Adopted: _____



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

-	701 Atlantic Avenue • Alameda, California 94501-2161
То:	Honorable Chair and Members of the Board of Commissioners
From:	Janet Basta, Director of Human Resources and Operations
Date:	August 19, 2020
Re:	Adopt the Resolution to Revise the Employer's Contributions for Eligible Employees' Health and Dental/Vision Care, to Provide a Cost of Living Wage Increase for All Eligible Regular and Contract Resident Employees, and to Adopt the Corresponding Pay Schedule and Salary Schedule

BACKGROUND

The last cost of living salary increase for line staff and managers was 3.2% effective July 1, 2019.

At the August 17, 2016 Board of Commissioners meeting the Board approved a resolution to adopt a flat rate employer contribution to health insurance premiums for calendar year 2017 to align with the Kaiser health plan rate, which the Housing Authority has used as the benchmark plan. The flat rate was set at the employee+2 or more premium level, and included both the minimum Public Employees' Medical and Hospital Care Act (PEMHCA) contribution and an additional contribution to the agency Section 125 (Cafeteria) plan for active employees. The Board also approved a flat rate contribution set at the employee+2 or more dental insurance premium that can be used towards dental and vision insurance. The Board has approved this approach to setting the employer contribution since that time.

DISCUSSION

<u>COLA</u>

The Bay Area consumer price index (CPI) for all consumers increased 1.6% for the period from June 2019 to June 2020 (the same month-to-month period used when determining prior years' increases), a reduction from the 3.2% increase that occurred last year at this time. The increase in the 2020 CPI was due primarily to higher prices for food. AHA management generally believes we should provide a salary adjustment to allow our existing employees' compensation to keep up with the increase in the cost of goods and services, as well as to help ensure salaries stay competitive for recruiting purposes. A 3% increase was budgeted for in the current FY budget that was approved in June 2020,





August 19, 2020 Page 2 of 5

and funds are therefore available to provide for up to a 3% COLA should the Board wish to provide this to staff.

In 2015 and 2016, when the CPI increases were 2.3% and 2.7% respectively, the Board elected to round the CPI up and provided a 3% COLA each year, and in 2017, the Board elected to round the CPI up from the 3.5% CPI and provided a 4% COLA. In 2018, the Board provided a 3.9% increase, which was at the level of the CPI increase, and took the same approach in 2019, granting a 3.2% COLA. This year, management is bringing two options to the Board for consideration: a 3% COLA (as budgeted) and a 1.6% COLA (reflecting the actual June CPI). The cost of granting a 3% COLA is approximately \$174,248 (\$193,185 with PERS employer contributions); a 1.6% COLA would cost approximately \$92,932 (\$103,032 with PERS contributions).

If a COLA is granted by the Board of Commissioners, AHA management proposes that it be effective August 30, 2020, the start of the next pay period following the August Board meeting that includes September 1. In the past, COLA's were effective retroactive to July 1, which creates a significant administrative burden for payroll processing. Moving to a date with no retroactive calculations needed will streamline the implementation of this function, as was discussed at the time of last year's COLA presentation.

All regular (either full or part-time) employees and contract resident manager employees would be eligible for the COLA, with the exception of the first level Resident Manager and Assistant Resident Manager positions, which received an increase of approximately 15% on July 1 due to the increase in the minimum wage in the City of Alameda. Temporary and non-resident contract employees are not eligible for a COLA. Y-Rated employees are also not eligible for a COLA increase; no current AHA employees are Y-Rated, however.

Exhibits #1 and #2 include wage figures with a 3% COLA applied. Exhibit #1 is AHA's proposed Pay Schedule that shows the wage ranges assigned to all positions (titles) in the Schedule of Authorized Positions. Exhibit #2 is the overall Salary Schedule which shows all 60 wage ranges in the salary structure; note that many of the ranges do not have any positions assigned to them. Exhibits #3 and #4 provide the same information with a 1.6% COLA applied. Exhibit #5 is the Schedule of Authorized Positions that was approved in June with the current FY budget and is attached for reference and information purposes only.

Again this year, two salary levels are shown for Resident Manager staff; the higher level is included to allow the agency to compensate those Resident Manager staff who have taken on some additional duties that Resident Manager II staff have, such as collection of rent, but are at smaller properties and/or have assumed a limited set of additional duties.

The Executive Director salary is not assigned a full range, as other regular positions are. This salary is shown on the Pay Schedules at two levels only: the current salary with the corresponding COLA applied (in Step 1 column), and a 5% salary increase to those levels





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should the Board elect to grant a salary increase at the time of the Executive Director's next annual review (in Step 2 column). This is budgeted for in the current budget.

Benefits Contributions

In 2016, the Board adopted a number of changes to the AHA benefits plan to ensure compliance with the Public Employees' Medical and Hospital Care Act (PEMHCA) as well as with other new regulations under the Affordable Care Act and various IRS guidelines regulating the use of Cafeteria (Section 125) Plans. The primary change was to adopt a flat-rate approach to the employer contribution for active, regular employees, as opposed to a contribution based on the level of dependent enrollment. This memo assumes that the Board will wish to continue with this approach.

When the budget for the current fiscal year was presented to and adopted by the Board, the amounts budgeted for health and dental benefits allowed for the flat rate Employee+2 or more level of coverage with a 15% increase in the employer contribution (over the 2020 Kaiser premium, which has been used as the benchmark plan) for all regular employees for health insurance, and a 5.0% increase in the employer contribution (over the 2020 dental premium) for dental insurance. PERS has announced the health insurance premiums for 2021, and the Kaiser Employee+2 or more premium increased by 5.87%, up from .031% but not as high as was budgeted for. The budgeted amount is therefore more than adequate to provide up to the Employee+ 2 or more rate of \$2,115.46 per month beginning in January 2021. This employer contribution level provides employees who wish to cover two or more dependents both HMO (Kaiser and Western Health Advantage plans) and a PPO option that can be elected with no out-of-pocket cost for premiums; if other plans are elected, some out-of-pocket cost may be required depending on the number of dependents enrolled.

Management is recommending authorization for an employer contribution equivalent to up to a 7% increase in dental premiums (the same % increase approved in August 2016, 2017, 2018, and 2019). In 2020, AHA's dental rates increased 3%. While a 5% increase to employer contribution was budgeted for 2021, allowing for a slightly higher increase in premiums will afford the Agency some flexibility should rates come in slightly above the projected 5% increase, without requiring employees to make small monthly contributions. The difference in premium between a 5% and a 7% increase is approximately \$60.00 per employee per year, or less than \$3400.00 in total costs per year. This increase can also be accommodated within the approved budget as described below. Additionally, as in past years, if actual 2021 premiums are less than the approved amount, the employer contribution is set at a maximum of the actual 2021 Employee+2 or more dependent rate.

The accompanying resolution outlines the 2021 PEMHCA minimum contribution AHA is required to contribute towards health costs for employees and annuitants, plus proposed employer Cafeteria Plan contributions and cash back alternative payments for 2021. No change in the cash back alternative health coverage payment of \$230.00/month is proposed for the 2021 calendar year.





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August 19, 2020 Page 4 of 5

FINANCIAL IMPACT

<u>COLA</u>

An overall cost of living (COLA) salary increase for all eligible staff and managers of 3.0% would cost approximately \$174,248 in salary costs for the fiscal year, plus an additional approximately \$18,937 in CaIPERS employer retirement contributions, for a total cost of \$193,185. This amount was included in the FY 2020/2021 budget approved in June. A 1.6% COLA would cost \$92,932 plus \$10,100 for CaIPERS for a total cost of approximately \$103,032; this is less than the amount budgeted for.

Benefits Contributions

In the current budget, the flat rate approach was included for all employees (with the exception of Resident Manager, contract employees who receive an employee-level contribution only per their service contracts) for both health and dental insurance. Additionally, an increase of 15% over the prior year premium was incorporated for health insurance, and a 5% increase was incorporated for dental insurance. Heath insurance rates have been received from CaIPERS and, due to the moderate increases in Kaiser premiums, are less than the budgeted amount so a reduction in actual vs. budgeted expenditures for health insurance is anticipated.

Last year, the Employer contribution to dental and/or vision insurance was set at a maximum of a 7% increase, yet rates increased by only 3%, so the full approved Employer contribution amount was not utilized. While a 5% overall increase was budgeted for in the current FY budget, allowing for an increase of up to 7% to the premium/employer contribution is able to be accommodated in the budget as not all employees elect the employee+2 dependent level or elect vision insurance (which can also be paid for with any unused dental contribution), and there will be savings in the benefits budget due to the lower than anticipated cost of health insurance. Please note that the actual dental insurance rates for 2021 will not be available until October or November, but management is requesting approval for the contribution to the Cafeteria Plan now for ease of administration. When rates are received, the actual contribution will be set at the 2021 dental premium as long as that level does not exceed 107% of the 2020 rate. AHA has traditionally paid the full cost of dental care, up to the full employee+2 or more level premium, and this is consistent with that approach.

RECOMMENDATION

Adopt the resolution to revise the employer's contributions for eligible employees' health and dental/vision care, to provide a cost of living wage increase for all eligible regular and contract resident employees, and to adopt the corresponding pay schedule and salary schedule.





August 19, 2020 Page 5 of 5

Respectfully submitted,

---- DocuSigned by:

Janet Basta Janet Basta Director of Human Resources and Operations

Attachments: Exhibits

- Exhibit 1 Pay Schedule (based on a 3% COLA)
- Exhibit 2 Salary Schedule (based on a 3% COLA)
- Exhibit 3 Pay Schedule (based on a 1.6% COLA)
- Exhibit 4 Salary Schedule (based on a 1.6% COLA)
- Exhibit 5 Schedule of Authorized Positions approved in FY20-21 Budget
- Exhibit 6 Resolution





HOUSING AUTHORITY OF THE CITY OF ALAMEDA PAY SCHEDULE FY 2020-2021 eff. 8/30/2020

	••••	3.0% COLA	 							E	xhibit 1
PositionTitle	Salary Range	Effective Date	Step 1	Step 2		Step 3		Step 4			Step 5
Housing Assistant	10	8/30/2020	\$ 4,766	\$	5,004	\$	5,254	\$	5,516	\$	5,792
Program Assistant	14	8/30/2020	\$ 5,254	\$	5,516	\$	5,792	\$	6,082	\$	6,386
Maintenance Technician I****	16	8/30/2020	\$ 5,516	\$	5,792	\$	6,082	\$	6,386	\$	6,705
Housing Specialist I	18	8/30/2020	\$ 5,792	\$	6,082	\$	6,386	\$	6,705	\$	7,041
Accounting Specialist	18	8/30/2020	\$ 5,792	\$	6,082	\$	6,386	\$	6,705	\$	7,041
Maintenance Specialist	20	8/30/2020	\$ 6,082	\$	6,386	\$	6,705	\$	7,041	\$	7,393
Housing Specialist II	22	8/30/2020	\$ 6,386	\$	6,705	\$	7,041	\$	7,393	\$	7,763
Rent Program Specialist (aka Rent Stabilization)	22	8/30/2020	\$ 6,386	\$	6,705	\$	7,041	\$	7,393	\$	7,763
Maintenance Technician II****	22	8/30/2020	\$ 6,386	\$	6,705	\$	7,041	\$	7,393	\$	7,763
Executive Assistant	25	8/30/2020	\$ 6,873	\$	7,217	\$	7,577	\$	7,956	\$	8,354
Housing Specialist III	26	8/30/2020	\$ 7,041	\$	7,393	\$	7,763	\$	8,151	\$	8,559
Accounting Officer	28	8/30/2020	\$ 7,393	\$	7,763	\$	8,151	\$	8,559	\$	8,985
Property Management Supervisor	33	8/30/2020	\$ 8,354	\$	8,772	\$	9,210	\$	9,671	\$	10,155
Housing Programs Supervisor	33	8/30/2020	\$ 8,354	\$	8,772	\$	9,210	\$	9,671	\$	10,155
Maintenance (aka Facilities) Supervisor	33	8/30/2020	\$ 8,354	\$	8,772	\$	9,210	\$	9,671	\$	10,155
Management Analyst	33	8/30/2020	\$ 8,354	\$	8,772	\$	9,210	\$	9,671	\$	10,155
Project Manager	35	8/30/2020	\$ 8,772	\$	9,210	\$	9,671	\$	10,155	\$	10,662
Asset Manager	35	8/30/2020	\$ 8,772	\$	9,210	\$	9,671	\$	10,155	\$	10,662
Controller	42	8/30/2020	\$ 10,402	\$	10,922	\$	11,468	\$	12,041	\$	12,644
Communications Manager	42	8/30/2020	\$ 10,402	\$	10,922	\$	11,468	\$	12,041	\$	12,644
Risk Manager	42	8/30/2020	\$ 10,402	\$	10,922	\$	11,468	\$	12,041	\$	12,644
Senior Project Manager	42	8/30/2020	\$ 10,402	\$	10,922	\$	11,468	\$	12,041	\$	12,644
Senior Management Analyst	42	8/30/2020	\$ 10,402	\$	10,922	\$	11,468	\$	12,041	\$	12,644
Director of Housing Programs	50	8/30/2020	\$ 12,644	\$	13,276	\$	13,940	\$	14,637	\$	15,369
Director of Portfolio Management (aka Property Operations)	50	8/30/2020	\$ 12,644	\$	13,276	\$	13,940	\$	14,637	\$	15,369
Director of Rent Programs (aka Rent Stabilization)	50	8/30/2020	\$ 12,644	\$	13,276	\$	13,940	\$	14,637	\$	15,369
Director of HR and Operations	54	8/30/2020	\$ 13,940	\$	14,637	\$	15,369	\$	16,137	\$	16,944
Director of Housing Development (aka HCD)	54	8/30/2020	\$ 13,940	\$	14,637	\$	15,369	\$	16,137	\$	16,944
Director of Finance	56	8/30/2020	\$ 14,637	\$	15,369	\$	16,137	\$	16,944	\$	17,791
Deputy Executive Director	60	8/30/2020	\$ 16,137	\$	16,944	\$	17,791	\$	18,681	\$	19,615
Executive Director**	N/A	8/30/2020	\$ 22,982	\$	24,131				÷		,i

Exhibit 1 (Cont.)

Resident Manager II***, ****	N/A	8/30/2020	\$ 29.86			
Resident Manager *, ***, ****	N/A	8/30/2020	\$ 15.00/hour	\$ 19.14		
Assistant Resident Manager***	N/A	8/30/2020	\$ 15.00/hour			

*Two rates are applicable depending on assigned duties

**Salary authorized by Board of Commissioners per Employment Agreement

***Resident and Resident Custodian staff are paid a flat hourly rate; no range is applied

****Indicates classification with 40 hour work week; other positions are based on 37-1/2 hour work week

Housing Authority of the City of Alameda Salary Schedule FY 2020-2021

514 0004		2.02/	100.001				SCENARIO	0 - 3% COS	T OF LIVIN	G ADJUST	MENT			1.00012-01		NOR THE	(Photoso)	alan kule	CHARLED?	Proster in New
FY 2021		3.0% 103.0% Monthly Salary Range Biweekly Salary Range Hourly Salary Range (40										Exhibit 2								
Salary		to solution and the															-		Range (37.	· ·
Range #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step		2 Step 3	1/	Step 5	Step 1	1	Step 3	Step 4	Step 5
1	3,827	4,019	4,220	4,430	4,651	1,766	1,855	1,948	2,045	2,147	22.0			25.56	26.83	23.55		25.97	27.26	28.62
2	3,921	4,117	4,323	4,538	4,766	1,810	1,900	1,995	2,095	2,200	22.0			26.18	27.49	24.13	1	26.60	27.93	29.33
3	4,019 4,117	4,220 4,323	4,430	4,651	4,885 5,004	1,855	1,948	2,045	2,147	2,255	23.			26.83	28.18	24.73		27.26	28.62	30.06
102012000	AND ADDRESS OF A	REFERENCE	4,538	4,766	A TELEBRICE STATE	0.0003585.0.000	1,995	2,095	VERTICASION (2,310	23.	1991. X (1991.917)	e 🕺 State Share	1.199119-25	28.87	25.33	1 - 105 24 5210	27.93	29.33	30.79
5	4,220	4,430	4,651	4,885	5,128	1,948	2,045	2,147	2,255	2,367	24.			28.18	29.59	25.97	27.26	28.62	30.06	31.56
6 7	4,323 4,430	4,538 4,651	4,766	5,004 5,128	5,254 5,386	1,995 2,045	2,095	2,200	2,310 2,367	2,425	24.9			28.87 29.59	30.31 31.07	26.60		29.33	30.79	32.33
8	4,430	4,001	5,004	5,254	5,516	2,045	2,147	2,235	2,307	2,400	26.			30.31	31.82	27.26 27.93		30.06 30.79	31.56 32.33	33.14 33.95
9	- PRESERVE	古「市市地市市場日日」	(and showing (1001203022660	LEADER BOOK	Cipressing and	NE LE	T. C. STORES TO	STATEMENTS!	SNO REAL	I ATAN	120 0000	G j granen		1200 Billion Bi	11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	I CONSIGN	(- 10.5 D 1.5 P)	12月11日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日	New States and the
10	4,651 4,766	4,885 5,004	5,128 5,254	5,386 5,516	5,654 5,792	2,147	2,255 2.310	2,367	2,486	2,610 2,673	26.0			31.07 31.82	32.62 33.42	28.62		31.56	33.14	34.80
11	4,885	5,128	5,386	5,654	5,937	2,255	2,367	2,425	2,610	2,075	28.			32.62	34.25	30.06		32.33 33.14	33.95 34.80	35.64 36.53
12	5,004	5,254	5,516	5,792	6,082	2,310	2,425	2,546	2,673	2,807	28.8			33.42	35.09	30.79		33.95	35.64	37.43
13	5.128	5,386	5.654	5.937	6,234	2,367	2,486	2,610	2,740	2,877	29.	59 31.0	CONTRACTOR OF THE OWNER OWNE	34.25	35.97	31.56	(HEASTERING	34.80	36.53	38.36
14	5,254	5,516	5,792	6,082	6,386	2,425	2,546	2,673	2,807	2,947	30.3			35.09	36.84	32.33		35.64	37.43	39.30
15	5,386	5,654	5,937	6,234	6,545	2,486	2,610	2,740	2,877	3,021	31.0			35.97	37.76	33.14	34.80	36.53	38.36	40.28
16	5,516	5,792	6,082	6,386	6,705	2,546	2,673	2,807	2,947	3,094	31.8	82 33.4	2 35.09	36.84	38.68	33.95	35.64	37.43	39.30	41.26
17	5,654	5,937	6,234	6,545	6,873	2,610	2,740	2,877	3,021	3,172	32.6	62 34.2	5 35.97	37.76	39.65	34.80	36.53	38.36	40.28	42.29
18	5,792	6,082	6,386	6,705	7,041	2,673	2,807	2,947	3,094	3,250	33.4	42 35.0	36.84	38.68	40.62	35.64	37.43	39.30	41.26	43.33
19	5,937	6,234	6,545	6,873	7,217	2,740	2,877	3,021	3,172	3,331	34.2			39.65	41.64	36.53	38.36	40.28	42.29	44.41
20	6,082	6,386	6,705	7,041	7,393	2,807	2,947	3,094	3,250	3,412	35.0	09 36.8	4 🛛 38.68	40.62	42.65	37.43	39.30	41.26	43.33	45.49
21	6,234	6,545	6,873	7,217	7,577	2,877	3,021	3,172	3,331	3,497	35.9			41.64	43.71	38.36		42.29	44.41	46.63
22	6,386	6,705	7,041	7,393	7,763	2,947	3,094	3,250	3,412	3,583	36.8			42.65	44.79	39.30		43.33	45.49	47.77
23 24	6,545 6,705	6,873 7,041	7,217	7,577	7,956 8,151	3,021 3,094	3,172 3,250	3,331 3,412	3,497 3,583	3,672 3,762	37.1			43.71 44.79	45.90 47.02	40.28		44.41 45.49	46.63 47.77	48.96
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25	6,873 7,041	7,217	7,577	7,956 8,151	8,354 8,559	3,172 3,250	3,331 3,412	3,497 3,583	3,672	3,856	39.6			45.90	48.20	42.29	44.41	46.63	48.96	51.41
26	7,041	7,593	7,956	8,354	8,559	3,250	3,412	3,583	3,762	3,950 4,049	40.6			47.02 48.20	49.38 50.61	43.33	45.49 46.63	47.77 48.96	50.16 51.41	52.67 53.98
28	7,393	7,763	8,151	8,559	8,985	3,412	3,583	3,762	3,950	4,147	42.6			49.38	51.84	45.49		50.16	52.67	55.29
29	7,577	7,956	8.354	8,772	9,210	3,497	3.672	3.856	4.049	4,251	43.7	DE DESERT	ee i taatseedd	50.61	CONSTRUCTOR	161 100002	1	(X - Maria (Maria)
30	7,763	8,151	8.559	8,985	9,435	3,583	3,762	3,950	4,049	4,251	43.			51.84	53.13 54.43	46.63	48.96	51.41 52.67	53.98 55.29	56.68 58.06
31	7,956	8,354	8,772	9,210	9,671	3,672	3,856	4,049	4,251	4,463	45.9			53.13	55.79	48.96	51.41	53.98	56.68	59.51
32	8,151	8,559	8,985	9,435	9,906	3,762	3,950	4,147	4,354	4,572	47.0			54.43	57.15	50.16	52.67	55.29	58.06	60.96
33	8,354	8,772	9,210	9.671	10,155	3,856	4,049	4,251	4,463	4,687	48.2	20 50.6	1 53.13	55.79	58.59	51.41	53.98	56.68	59.51	62.49
34	8,559	8,985	9,435	9,906	10,402	3,950	4,147	4,354	4,572	4,801	49.3			57.15	60.01	52.67	55.29	58.06	60.96	64.01
35	8,772	9,210	9,671	10,155	10,662	4,049	4,251	4,463	4,687	4,921	50.6			58.59	61.51	53.98	56.68	59.51	62.49	65.61
36	8,985	9,435	9,906	10,402	10,922	4,147	4,354	4,572	4,801	5,041	51.8	34 54.4	3 57.15	60.01	63.01	55.29	58.06	60.96	64.01	67.21
37	9,210	9,671	10,155	10,662	11,195	4,251	4,463	4,687	4,921	5,167	53.1		58.59	61.51	64.59	56.68	59.51	62.49	65.61	68.90
38	9,435	9,906	10,402	10,922	11,468	4,354	4,572	4,801	5,041	5,293	54.4			63.01	66.16	58.06		64.01	67.21	70.57
39	9,671 9,906	10,155	10,662	11,195	11,755	4,463	4,687	4,921	5,167	5,425	55.7			64.59	67.82	59.51	62.49	65.61	68.90	72.34
40		10,402	10,922	11,468	12,041	4,572	4,801	5,041	5,293	5,558	57.1	er jenere	C DEESING	66.16	69.47	60.96	(temperati	67.21	70.57	74.10
41	10,155	10,662	11,195	11,755	12,343	4,687	4,921	5,167	5,425	5,697	58.5			67.82	71.21	62.49		68.90	72.34	75.95
42 43	10,402	10,922	11,468	12,041 12,343	12,644 12,960	4,801 4,921	5,041 5,167	5,293 5,425	5,558 5,697	5,836 5,982	60.0			69.47 71.21	72.95	64.01 65.61	67.21	70.57	74.10	77.81
43	10,002	11,468	12,041	12,545	13,276	5,041	5,107	5,558	5,836	6,128	63.0			72.95	76.59	67.21	68.90 70.57	72.34	75.95 77.81	79.75 81.70
45	11,195	11,755	12,343	12,960	13,608	5,167	5,425	5.697	5.982	6.281	1.12868	REAL PROPERTY AND	NC I (HADBOOK)	(1) 法规制制度	ALC: SECOND STREET, ST	124 10/02/2008	1 COSTRACT	(SEE ALLES	2月10日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日日	Collimate States of
45 46	11,195	11,755	12,343	12,960	13,608	5,167	5,425	5,697	5,982	6,281	64.5			74.77	78.51 80.43	68.90 70.57	72.34	75.95	79.75 81.70	83.74 85.79
40	11,755	12,343	12,960	13,608	14,288	5,425	5,697	5,982	6,281	6,594	67.8			78.51	82.43	72.34	75.95	79.75	81.70	85.79
48	12,041	12,644	13,276	13,940	14,637	5,558	5,836	6,128	6,434	6,756	69.4			80.43	84.44	74.10	77.81	81.70	85.79	90.07
49	12,343	12,960	13,608	14,288	15,003	5,697	5,982	6,281	6,594	6,925	71.2	21 74.7	7 78.51	82.43	86.56	75.95	79.75	83.74	87.93	92.33
50	12,644	13,276	13,940	14,637	15,369	5,836	6,128	6,434	6,756	7,093	72.9			84.44	88.67	77.81	81.70	85.79	90.07	94.58
51	12,960	13,608	14,288	15,003	15,753	5,982	6,281	6,594	6,925	7,270	74.7	77 78.5	1 82.43	86.56	90.88	79.75	83.74	87.93	92.33	96.94
52	13,276	13,940	14,637	15,369	16,137	6,128	6,434	6,756	7,093	7,448	76.5	59 80.4	84.44	88.67	93.10	81.70	85.79	90.07	94.58	99.30
53	13,608	14,288	15,003	15,753	16,541	6,281	6,594	6,925	7,270	7,634	78.5	51 82.4	86.56	90.88	95.43	83.74	87.93	92.33	96.94	101.79
54	13,940	14,637	15,369	16,137	16,944	6,434	6,756	7,093	7,448	7,820	80.4			93.10	97.75	85.79	90.07	94.58	99.30	104.27
55	14,288	15,003	15,753	16,541	17,368	6,594	6,925	7,270	7,634	8,016	82.4			95.43	100.20	87.93	92.33	96.94	101.79	106.88
56	14,637	15,369	16,137	16,944	17,791	6,756	7,093	7,448	7,820	8,211	84.4	I Parte	L CREWS	97.75	102.64	90.07	94.58	99.30	104.27	109.48
57	15,003	15,753	16,541	17,368	18,237	6,925	7,270	7,634	8,016	8,417	86.5			100.20	105.21	92.33	96.94	101.79	106.88	112.23
58	15,369	16,137	16,944	17,791	18,681	7,093	7,448	7,820	8,211	8,622	88.6			102.64	107.77	94.58	99.30	104.27	109.48	114.96
59 60	15,753 16,137	16,541 16,944	17,368	18,237 18,681	19,148 19,615	7,270	7,634	8,016 8,211	8,417 8,622	8,837 9,053	90.8				110.47 113.16	96.94 99.30	101.79	106.88	112.23	117.83
	10,107	10,044	11,131	10,001	10,010	7,440	1,020	0,211	0,022	0,000	33.	91.1	102.04	107.17	113.10	99.30	104.27	109.46	114.96	120.71

HOUSING AUTHORITY OF THE CITY OF ALAMEDA PAY SCHEDULE FY 2020-2021 eff. 8/30/2020

	CONEDO	1.6% COLA			/20	20					Е	xhibit 3
		MONTHLY SALARY										
PositionTitle	Salary Range	Effective Date		Step 1		Step 2		Step 3		Step 4		Step 5
Housing Assistant	10	8/30/2020	\$	4,701	\$	4,936	\$	5,182	\$	5,441	\$	5,714
Program Assistant	14	8/30/2020	\$	5,182	\$	5,441	\$	5,714	\$	6,000	\$	6,299
Maintenance Technician I****	16	8/30/2020	\$	5,441	\$	5,714	\$	6,000	\$	6,299	\$	6,614
Housing Specialist I	18	8/30/2020	\$	5,714	\$	6,000	\$	6,299	\$	6,614	\$	6,945
Accounting Specialist	18	8/30/2020	\$	5,714	\$	6,000	\$	6,299	\$	6,614	\$	6,945
Maintenance Specialist	20	8/30/2020	\$	6,000	\$	6,299	\$	6,614	\$	6,945	\$	7,292
Housing Specialist II	22	8/30/2020	\$	6,299	\$	6,614	\$	6,945	\$	7,292	\$	7,657
Rent Program Specialist (aka Rent Stabilization)	22	8/30/2020	\$	6,299	\$	6,614	\$	6,945	\$	7,292	\$	7,657
Maintenance Technician II****	22	8/30/2020	\$	6,299	\$	6,614	\$	6,945	\$	7,292	\$	7,657
Executive Assistant	25	8/30/2020	\$	6,779	\$	7,119	\$	7,474	\$	7,848	\$	8,240
Housing Specialist III	26	8/30/2020	\$	6,945	\$	7,292	\$	7,657	\$	8,040	\$	8,442
Accounting Officer	28	8/30/2020	\$	7,292	\$	7,657	\$	8,040	\$	8,442	\$	8,863
Property Management Supervisor	33	8/30/2020	\$	8,240	\$	8,653	\$	9,085	\$	9,539	\$	10,017
Housing Programs Supervisor	33	8/30/2020	\$	8,240	\$	8,653	\$	9,085	\$	9,539	\$	10,017
Maintenance (aka Facilities) Supervisor	33	8/30/2020	\$	8,240	\$	8,653	\$	9,085	\$	9,539	\$	10,017
Management Analyst	33	8/30/2020	\$	8,240	\$	8,653	\$	9,085	\$	9,539	\$	10,017
Project Manager	35	8/30/2020	\$	8,653	\$	9,085	\$	9,539	\$	10,017	\$	10,517
Asset Manager	35	8/30/2020	\$	8,653	\$	9,085	\$	9,539	\$	10,017	\$	10,517
Controller	42	8/30/2020	\$	10,261	\$	10,773	\$	11,312	\$	11,878	\$	12,472
Communications Manager	42	8/30/2020	\$	10,261	\$	10,773	\$	11,312	\$	11,878	\$	12,472
Risk Manager	42	8/30/2020	\$	10,261	\$	10,773	\$	11,312	\$	11,878	\$	12,472
Senior Project Manager	42	8/30/2020	\$	10,261	\$	10,773	\$	11,312	\$	11,878	\$	12,472
Senior Management Analyst	42	8/30/2020	\$	10,261	\$	10,773	\$	11,312	\$	11,878	\$	12,472
Director of Housing Programs	50	8/30/2020	\$	12,472	\$	13,096	\$	13,751	\$	14,438	\$	15,160
Director of Portfolio Management (aka Property Operations)	50	8/30/2020	\$	12,472	\$	13,096	\$	13,751	\$	14,438	\$	15,160
Director of Rent Programs (aka Rent Stabilization)	50	8/30/2020	\$	12,472	\$	13,096	\$	13,751	\$	14,438	\$	15,160
Director of HR and Operations	54	8/30/2020	\$	13,751	\$	14,438	\$	15,160	\$	15,917	\$	16,714
Director of Housing Development (aka HCD)	54	8/30/2020	\$	13,751	\$	14,438	\$	15,160	\$	15,917	\$	16,714
Director of Finance	56	8/30/2020	\$	14,438	\$	15,160	\$	15,917	\$	16,714	\$	17,549
Deputy Executive Director	60	8/30/2020	\$	15,917	\$	16,714	\$	17,549	\$	18,427	\$	19,348
Executive Director**	N/A	8/30/2020	\$	22,670	\$	23,803						

Exhibit 3 (Cont.)

Resident Manager II***, ****	N/A	8/30/2020	\$ 29.45			
Resident Manager *, ***, ****	N/A	8/30/2020	\$ 15.00/hour	\$ 18.88		
Assistant Resident Manager***	N/A	8/30/2020	\$ 15.00/hour			

*Two rates are applicable depending on assigned duties

**Salary authorized by Board of Commissioners per Employment Agreement

***Resident and Resident Custodian staff are paid a flat hourly rate; no range is applied

****Indicates classification with 40 hour work week; other positions are based on 37-1/2 hour work week

Housing Authority of the City of Alameda Salary Schedule FY 2020-2021

							SCENARIO	- 1.6% CO	ST OF LIVI	NG ADJUST	MEN	Т	1.0	of the set		at at the first	(Phillippi	(197) (197)	nastanota	atema
FY 2021	1.6% 101.6%														Exhibit 4					
Salary	Monthly Salary Range				Biweekly Salary Ran				ange		Hourly Salary Range (40)				Hourly Salary Range (37.5)					
Range #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Ste	ep 1 Ste	2 Step	3 Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
1	3,775	3,964	4,162	4,370	4,588	1,742	1,830	1,921	2,017	2,118		.78 22.	37 24.0	1 25.21	26.47	23.23	24.40	25.61	26.89	28.23
2	3,868	4,061	4,264	4,477	4,701	1,785	1,874	1,968	2,066	2,170		2.31 23.		0 25.83	27.12	23.80	24.99	26.24	27.55	28.93
3	3,964	4,162	4,370	4,588	4,818	1,830	1,921	2,017	2,118	2,224		2.87 24.			27.80	24.40	25.61	26.89	28.23	29.65
4	4,061	4,264	4,477	4,701	4,936	1,874	1,968	2,066	2,170	2,278	23	3.43 24.	50 25.8	3 27.12	28.48	24.99	26.24	27.55	28.93	30.38
5	4,162	4,370	4,588	4,818	5,059	1,921	2,017	2,118	2,224	2,335		.01 25.		7 27.80	29.18	25.61	26.89	28.23	29.65	31.13
6	4,264	4,477	4,701	4,936	5,182	1,968	2,066	2,170	2,278	2,392		.60 25.			29.90	26.24	27.55	28.93	30.38	31.89
7	4,370 4,477	4,588	4,818 4,936	5,059	5,312	2,017	2,118	2,224	2,335	2,452		.21 26.			30.65	26.89	28.23	29.65	31.13	32.69
* STELLAST CONTENT	1110226176211	二百二 计图理学	A GEREIGEN	5,182	5,441	2,066	2,170	2,278	2,392	2,511	25	5.83 27.	2 28.4	8 29.90	31.39	27.55	28.93	30.38	31.89	33.48
9	4,588	4,818	5,059	5,312	5,577	2,118	2,224	2,335	2,452	2,574		6.47 27.			32.18	28.23	29.65	31.13	32.69	34.32
10	4,701 4,818	4,936 5,059	5,182 5,312	5,441 5,577	5,714 5,856	2,170 2,224	2,278 2,335	2,392 2,452	2,511 2,574	2,637		.12 28. .80 29.			32.96	28.93	30.38	31.89	33.48	35.16
12	4,936	5,182	5,441	5,714	6,000	2,224	2,333	2,452	2,637	2,769		.60 29.			33.78 34.61	29.65 30.38	31.13	32.69 33.48	34.32 35.16	36.04 36.92
13	5,059	5,312	の同時時間に対	(STATES STATES)	(安全部部部部部第三百	VIEW STORE	192112333375		的意思的新闻的	CONTRACTOR OF T	27 T PERM	LEAD COMP	and Changes	M. CARESEN	CONTRACTOR OF	122 (286-686)	L'arrenter.	COMPANY	的复数的复数形式	Contraction in the second
14	5,182	5,312	5,577 5,714	5,856 6,000	6,149 6,299	2,335 2,392	2,452 2,511	2,574 2,637	2,703 2,769	2,838 2,907		0.18 30. 0.90 31.			35.48 36.34	31.13 31.89	32.69	34.32	36.04	37.84
15	5,312	5,577	5,856	6,149	6,456	2,452	2,574	2,703	2,838	2,980		.65 32.			37.25	32.69	34.32	35.16 36.04	36.92 37.84	38.76 39.73
16	5,441	5,714	6,000	6,299	6,614	2,511	2,637	2,769	2,907	3,052		.39 32.			38.16	33.48	35.16	36.92	38.76	40.70
17	5,577	5,856	6,149	6,456	6,779	2,574	2,703	2.838	2,980	3.129	1 3333	.18 33.	en j orader	an K obaharan	39.11	34.32	36.04	37.84	39.73	41.72
18	5,714	6,000	6,299	6,614	6,945	2,637	2,769	2,907	3,052	3,206		.96 34.			40.07	35.16	36.92	37.84	40.70	41.72
19	5,856	6,149	6,456	6,779	7,119	2,703	2,838	2,980	3,129	3,286		.78 35.			41.07	36.04	37.84	39.73	41.72	43.81
20	6,000	6,299	6,614	6,945	7,292	2,769	2,907	3,052	3,206	3,366	34	.61 36.			42.07	36.92	38.76	40.70	42.74	44.87
21	6,149	6,456	6,779	7,119	7,474	2,838	2,980	3,129	3,286	3,450	35	.48 37.	5 39.1	1 41.07	43.12	37.84	39.73	41.72	43.81	45.99
22	6,299	6,614	6,945	7,292	7,657	2,907	3,052	3,206	3,366	3,534		.34 38.			44.18	38.76	40.70	42.74	44.87	47.12
23	6,456	6,779	7,119	7,474	7,848	2,980	3,129	3,286	3,450	3,622		.25 39.			45.28	39.73	41.72	43.81	45.99	48.29
24	6,614	6,945	7,292	7,657	8,040	3,052	3,206	3,366	3,534	3,711	38	.16 40.	7 42.0	7 44.18	46.38	40.70	42.74	44.87	47.12	49.48
25	6,779	7,119	7,474	7,848	8,240	3,129	3,286	3,450	3,622	3,803		.11 41.		2 45.28	47.54	41.72	43.81	45.99	48.29	50.71
26	6,945	7,292	7,657	8,040	8,442	3,206	3,366	3,534	3,711	3,896		.07 42.			48.70	42.74	44.87	47.12	49.48	51.95
27 28	7,119	7,474	7,848	8,240	8,653	3,286 3,366	3,450	3,622	3,803	3,994		.07 43.			49.92	43.81	45.99	48.29	50.71	53.25
日本自由市政部長の1993年1	CONTRACTOR OF A	espenator	8,040	8,442	8,863	13.8833.8833.8833.8833.8833.8833.8833.8	3,534	3,711	3,896	4,091	日日期時	.07 44.	nd j cherry		51.13	44.87	47.12	49.48	51.95	54.54
29	7,474	7,848	8,240	8,653	9,085	3,450	3,622	3,803	3,994	4,193		.12 45.			52.41	45.99	48.29	50.71	53.25	55.91
30 31	7,657	8,040 8,240	8,442 8,653	8,863 9,085	9,306 9,539	3,534 3,622	3,711 3,803	3,896 3,994	4,091 4,193	4,295 4,403		.18 46.			53.69 55.03	47.12 48.29	49.48	51.95 53.25	54.54	57.27
32	8,040	8,442	8,863	9,306	9,772	3,711	3,896	4,091	4,295	4,403		.38 48.			56.38	40.29	51.95	54.54	55.91 57.27	58.70 60.13
33	8,240	8,653	9,085	9,539	10,017	3,803	3,994	4,193	4,403	4,623	i Chinis	.54 49.	Elen 1 e contecta	en j aarende	CANALSON R	口准自己的情况的	1001156.06355	(eessester)	1.03%的原始的	
34	8,442	8,863	9,306	9,772	10,261	3,896	4,091	4,195	4,403	4,023		.70 51.			57.79 59.20	50.71 51.95	53.25 54.54	55.91 57.27	58.70 60.13	61.64 63.14
35	8,653	9,085	9,539	10,017	10,517	3,994	4,193	4,403	4,623	4,854		.92 52.			60.68	53.25	55.91	58.70	61.64	64.72
36	8,863	9,306	9,772	10,261	10,773	4,091	4,295	4,510	4,736	4,972	51.	.13 53.			62.15	54.54	57.27	60.13	63.14	66.30
37	9.085	9,539	10,017	10,517	11,043	4,193	4,403	4.623	4,854	5.097	52	.41 55.	3 57.7	9 60.68	63.71	55.91	58.70	61.64	64.72	67.96
38	9,306	9,772	10,261	10,773	11,312	4,295	4,510	4,736	4,972	5,221		.69 56.			65.26	57.27	60.13	63.14	66.30	69.61
39	9,539	10,017	10,517	11,043	11,595	4,403	4,623	4,854	5,097	5,352		.03 57.			66.90	58.70	61.64	64.72	67.96	71.36
40	9,772	10,261	10,773	11,312	11,878	4,510	4,736	4,972	5,221	5,482	56.	.38 59.	0 62.1	5 65.26	68.53	60.13	63.14	66.30	69.61	73.09
41	10,017	10,517	11,043	11,595	12,175	4,623	4,854	5,097	5,352	5,619		.79 60.			70.24	61.64	64.72	67.96	71.36	74.92
42	10,261	10,773	11,312	11,878	12,472	4,736	4,972	5,221	5,482	5,756		.20 62.			71.95	63.14	66.30	69.61	73.09	76.75
43 44	10,517 10,773	11,043 11,312	11,595 11,878	12,175 12,472	12,784	4,854	5,097	5,352	5,619	5,900		.68 63.			73.75	64.72	67.96	71.36	74.92	78.67
-NERARABIN	THE REPORT OF	STREET STREET			13,096	4,972	5,221	5,482	5,756	6,044	R LAND	.15 65.	nda j e rekuzen	34 . (370.08526	75.55	66.30	69.61	73.09	76.75	80.59
45	11,043	11,595	12,175	12,784	13,423	5,097	5,352	5,619	5,900	6,195	63.				77.44	67.96	71.36	74.92	78.67	82.60
46 47	11,312 11,595	11,878 12,175	12,472 12,784	13,096 13,423	13,751	5,221 5,352	5,482 5,619	5,756 5,900	6,044 6,195	6,347 6,505		.26 68.			79.33 81.31	69.61 71.36	73.09	76.75	80.59 82.60	84.62
48	11,878	12,472	13,096	13,751	14,438	5,482	5,756	6,044	6,347	6,664		.53 71.			81.31	71.36	76.75	80.59	82.60	86.73 88.85
49	12,175	12,784	13,423	14,094	14,800		5,900			(TEMAN) IN S	1000	MESSE (Freedom	i interio		Distances and	司的结婚的	1 SEMERAL	CORRESPONDED I		
49 50	12,175	12,784	13,423	14,094	14,800	5,619 5,756	6,044	6,195 6,347	6,505 6,664	6,831 6,997		.24 73.			85.38 87.46	74.92	78.67	82.60	86.73 88.85	91.07 93.29
51	12,784	13,423	14,094	14,800	15,539	5,900	6,195	6,505	6,831	7,172		.75 77.4			89.65	78.67	80.59	86.73	91.07	93.29
52	13,096	13,751	14,438	15,160	15,917	6,044	6,347	6,664	6,997	7,347		.55 79.3			91.83	80.59	84.62	88.85	93.29	97.95
53	13,423	14.094	14,800	15,539	16,316	6,195	6.505	6.831	7,172	7.531	77	.44 81.3	1 85.3	8 89.65	94.13	82.60	86.73	91.07	95.62	100.41
54	13,751	14,438	15,160	15,917	16,714	6,347	6,664	6,997	7,347	7,714		.33 83.			96.42	84.62	88.85	93.29	97.95	100.41
55	14,094	14,800	15,539	16,316	17,132	6,505	6,831	7,172	7,531	7,907	81.				98.84	86.73	91.07	95.62	100.41	105.43
56	14,438	15,160	15,917	16,714	17,549	6,664	6,997	7,347	7,714	8,100	83.	.30 87.4	6 91.8	3 96.42	101.25	88.85	93.29	97.95	102.85	108.00
57	14,800	15,539	16,316	17,132	17,989	6,831	7,172	7,531	7,907	8,302	85.	.38 89.	5 94.1	3 98.84	103.78	91.07	95.62	100.41	105.43	110.70
58	15,160	15,917	16,714	17,549	18,427	6,997	7,347	7,714	8,100	8,505	87.	.46 91.8	3 96.4	2 101.25		93.29	97.95	102.85	108.00	113.40
59	15,539	16,316	17,132	17,989	18,888	7,172	7,531	7,907	8,302	8,717		.65 94.				95.62	100.41	105.43	110.70	116.23
60	15,917	16,714	17,549	18,427	19,348	7,347	7,714	8,100	8,505	8,930	91.	.83 96.4	2 101.	25 106.31	111.62	97.95	102.85	108.00	113.40	119.06

Housing Authority of the City of Alameda **Schedule of Authorized Positions** July 1, 2020

Exhibit 5

	uly 1, 2020				
			2019-2020 approved	Proposed change	Year on Year
Department/Position Title			FTE 2019- 2020	FTE 2020-2021	Difference
Administration Department					
Executive Director			1.00	1.00	
Deputy Executive Director			1.00	1.00	
Director of HR and Operations			1.00	1.00	
Executive Assistant			1.00	1.00	
Risk Manager			1.00	1.00	
Communications Manager			1.00	1.00	
Senior Management Analyst			1.00	1.00	
Management Analyst			3.00	3.00	
Program Assistant			1.00	1.00	
r rogi ann roondant		Sub-total	11.00	11.00	0.00
Finance Department		ous total	11.00		0.00
Director of Finance			1.00	1.00	
Controller			1.00	1.00	
Accounting Officer	(See Note C)		1.00	1.00	
Accounting Specialist			2.00	2.00	
Accounting operialist		Sub-total	5.00	5.00	0.00
Housing Programs Department		Sub-total	5.00	5.00	0.00
Director of Housing Programs			1.00	1.00	
Housing Programs Supervisor			2.00	2.00	
Housing Specialist III			1.00	1.00	
	(See Note P)				
Housing Specialist I & II	(See Note B)		7.00	7.00	
Housing Assistant	(See Notes D and F)	Sub total	2.00	2.50	0.50
		Sub-total	13.00	13.50	0.50
Property Operations Department			1.00	4.00	
Director of Portfolio Management (prior	title Property Operations)		1.00	1.00	
Property Management Supervisor			1.00	1.00	
Project Manager	(See Note F)		1.00	0.50	
Housing Specialist I/II	(See Notes B and E)		2.00	1.00	
Maintenance/Facilities Supervisor			1.00	0.00	
Maintenance Technician I & II	(See Note B)		6.00	5.00	
Maintenance Specialist			1.00	1.00	
Resident Manager I and II	(See Notes A and B)		3.25	3.00	
Assistant Resident Manager	(See Notes A and B)		0.25	0.13	
		Sub-total	16.50	12.63	-3.87
Housing Development Department					
	title Housing and Community Development)		1.00	1.00	
Senior Project Manager			1.00	2.00	
Project Manager			1.00	1.00	
Asset Manager			1.00	1.00	
Management Analyst	(See Note F)		2.00	0.00	
Program Assistant			1.00	0.50	
		Sub-total	7.00	5.50	-1.50
Dentel Deserver Dense 4					
Rental Program Department Director of Rent Program			1.00	1.00	
0			1.00	1.00	
Management Analyst			1.00	1.00	
Rent Program Specialist			3.00	3.00	
Program Assistant			1.00	1.00	
		Sub-total	6.00	6.00	0.00

Note A: Resident employees are contracted employees and are required to reside on-site at assigned Housing Authority complexes. Each Resident employee has an individual at will employment contract.

Note B: Positions at the 1 and II levels are combined as a total count to allow for flexibility in staffing. ABD is included as 1 FTE; this role is currently occupied by two individuals but AHA plans to consolidate position with one individual by Sept 30. An Assistant RM at IP is included. Note C: Position may be renamed or filled at a lower level

Note D: Position may be filled at the Program or Housing Assistant level.

Note E: Due to outsourcing of Property Management in the upcoming year, this posiiton may be reduced as a result. One HS II transferred to HPD to fill vacancy there.

Note F: Changes reflecting change of Contract with City eff 8/1/20; reduction of 1 Management Analyst FTE, reduction of 1 Project Manager to 50%, reduction of 1 Program Assistant to 50% (final salary for this position TBD as will be split with HPD).

Exhibit 6

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No.

TO REVISE THE EMPLOYER CONTRIBUTION FOR HOUSING AUTHORITY EMPLOYEES' HEALTH CARE BENEFIT EFFECTIVE JANUARY 1, 2021, AND THE EMPLOYER CONTRIBUTION FOR EMPLOYEES' DENTAL/VISION BENEFIT EFFECTIVE JANUARY 1, 2021, AND PROVIDE A COST OF LIVING WAGE INCREASE EFFECTIVE AUGUST 30, 2020, AND ADOPT THE CORRESPONDING PAY AND SALARY SCHEDULES

WHEREAS, the Housing Authority of the City of Alameda desires to establish a benefits package for all employees that will attract and retain competent staff; and

WHEREAS, it is the intent of the Housing Authority to continue to provide the PEMHCA minimum contribution to employees and retirees for health care, with additional contributions for active employees contributed to the Agency Cafeteria Plan; and

WHEREAS, the Consumer Price Index for San Francisco Bay Area has increased by 1.6 percent;

NOW, THEREFORE, BE IT RESOLVED, that effective January 1, 2021, the Housing Authority will contribute a monthly dollar amount towards employees' health care as follows:

For all enrolled employees and annuitants: The 2021 PEMHCA minimum contribution of \$143.00.

In addition to the PEMHCA statutory minimum contribution, the Housing Authority will contribute the following amounts to the Agency Cafeteria Plan:

General, management and confidential employees receive the following contributions, which are designated as health flex contributions, no portion of which may be taken in cash or directed to other non-health benefits:

A flat amount based on the Employee+2 or more dependents level of coverage with the maximum Employer contribution to the Cafeteria Plan set at \$1972.46

Employees with proof of Alternative Group Health Coverage may opt out and receive cash back in the amount of \$230 per month. Employees eligible for any cash-inlieu benefit, must provide the following in order to receive the cash-in-lieu: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and AHA will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that effective January 1, 2021, the Housing Authority will contribute a maximum monthly dollar amount to the Agency Cafeteria Plan for general, management and confidential employees of:

A Flat amount of up to \$257.96 regardless of dependent enrollment status for dental and/or vision insurance, or the actual 2021 dental premium for Employee+2 or more dependents coverage, whichever is less.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that effective August 30, 2020, all Housing Authority regular employees (positions) and eligible contracted Resident employees (positions) will receive a: 3.0 percent wage increase (Option #1) OR a 1.6 percent wage increase (Option #2) as outlined on the attached pay and salary schedules.

Board Approved Option: _____#1 (3%) or _____#2 (1.6%)

NOW, THEREFORE, BE IT FURTHER RESOLVED, that on August 19, 2020, the Housing Authority will adopt the revised Pay Schedule and Salary Schedule, both effective August 30, 2020 that corresponds to the COLA option selected above.

ATTEST:

Vanessa M. Cooper Executive Director/Secretary

Arthur Kurrasch, Chair Board of Commissioners

Adopted:_____



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

	701 Atlantic Avenue • Alameda, California 94501-2161
To:	Honorable Chair and Members of the Board of Commissioners
From:	Vanessa M. Cooper, Executive Director
Date:	August 19, 2019
Re:	Accept Board Appointments to Elect a Chair and Vice Chair of the Board of Commissioners

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BACKGROUND

Section 4 of the Rules and Procedures of the Housing Authority states: "The Chair and Vice Chair shall be elected by the Board of Commissioners from its membership at the first meeting after July 1 of each year when the Commission is fully constituted."

Staff and the Board would like to thank outgoing Chair Arthur Kurrasch for his many years of services and tremendous contributions to the Board of Commissioners.

DISCUSSION

Nominations for Board Chair and Board Vice Chair were solicited in May 2020 and an ad hoc committee was created. Staff received recommendations for the following positions for FY 2020 – 2021:

- Chair: Kenji Tamaoki
- Vice Chair: Carly Grob

The election of new officers will take place during the August 19, 2020 Board of Commissioners regular meeting. The nomination and election process must be open according to provisions of the Brown Act; secret ballot voting is not permitted.

RECOMMENDATION

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

Respectfully submitted,

were Con ...

Vanessa M. Cooper Executive Director



