



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

## IF YOU WISH TO ADDRESS THE BOARD:

1. Please file a speaker's slip with the Executive Director, and upon recognition by the Chair, approach the rostrum and state your name; speakers are limited to 5 minutes per item.
2. If you need special assistance to participate in the meetings of the City of Alameda Housing Authority Board of Commissioners, please contact (510) 747-4325 (TDD: 510 522-8467) or [dconnors@alamedahsg.org](mailto:dconnors@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 November 18, 2015 7:00 p.m

### LOCATION

Independence Plaza, 703 Atlantic Avenue, Alameda, CA

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

### Public Participation

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

## PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners

2. CONSENT CALENDAR

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

2-A. Approve Minutes of the Board of Commissioners Regular Meeting held October 21, 2015. Acceptance is recommended



- 2-B. Accept the Monthly Overview Report
- 2-C. Accept the Budget Variance Report
- 2-D. Accept the Quarterly Investment Report
- 2-E. Approve an increase of 5% in the Executive Director's Compensation Per 2014 Contract, Effective the Next Payroll after October 21, 2015
- 2-F. Accept the Quarterly Police Report
- 2-G. Report on the Disposal of Agency Documents

3. AGENDA

- 3-A. Approval to Amend the Property Management Policy
- 3-B. Approve Resolution Authorizing the Executive Director to Enter into the Ground Lease, Loan Documents and Project Agreements and to Negotiate and Execute Related Documents Required for the Development of Stargell Commons
- 3-C. Approve a Loan to Island City Development for Pre-development costs at Rosefield Village; Authorize the submission of a tax-exempt bond application to the California Debt Limit Allocation Committee (CDLAC); Authorize Executive Director to Execute Related Documents
- 3-D. Update on Below Market Rate Home Program and Authorize the Executive Director to Purchase the Below Market Rate Unit at 2431 Oceana Street
- 3-E. Verbal Discussion of the Rent Increase Moratorium in Alameda
- 3-F. Approve an Amendment to Contract with Koff & Associates LLC Establishing a Limit of no More than Two Hundred Thousand Dollars, and Authorize the Executive Director to Execute the Amendment
- 3-G. Proposal to Modify the Days the Housing Authority is Open to the Public
- 3-H. Adopt the Resolution to Amend the Revised Housing Authority's Personnel Policies
- 3-I. Adopt the Resolution to Authorize the Executive Director to Execute the Annual Renewal of the Agency Cafeteria Plan and Transportation Plan
- 3-J. Approve the transfer of AHA Owned Property Reserves for two (2) Facilities Department Capital Improvement Projects in the total amount of \$606,822. Increase the Fiscal Year 2016 CIP budget for ABD-C1-13 to \$425,000, and increase the Fiscal Year 2016 budget for ESP-C2-15 to \$431,822 and approve Project Budget increase to \$1,600,400
- 3-K. Delegate to the Executive Director to Conclude Negotiations, Amend and Execute an MOU with Alameda Family Services to Provide Social Services at Esperanza



3-L. Verbal Discussion of Homeless Report

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

5. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

6. ADJOURNMENT

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Note

- 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

### REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA HELD WEDNESDAY, October 21, 2015

The Board of Commissioners meeting was called to order at 6.45 p.m.

#### PLEDGE OF ALLEGIANCE

#### 1. ROLL CALL

Present: Chair Kurrasch, Vice Chair Rickard, Commissioners Allen, Jones, McCahan, Shipe and Tamaoki

Absent: None

#### 2. CLOSED SESSION – 6:45 p.m. - Adjournment to Closed Session to Consider:

2-A. Conference with Legal Counsel Regarding: Existing Litigation Pursuant to Government Code Section 54956.9(a): Evra Construction, Inc. v. Housing Authority of the City of Alameda, Alameda County Superior Court No. RG1576011

2-B. Conference with Legal Counsel Regarding: Existing Litigation Pursuant to Government Code Section 54956.9(a): Camanag v. City of Alameda and City of Alameda Housing Authority, Alameda County Superior Court No. RG14753248

#### 2-C. Executive Director Evaluation

No Action was taken on Item 2-A and 2-B. Meeting was for information only.

Chair Kurrasch announced that the Item 2-C would be discussed at the end of the Regular Meeting.

#### 3. Adjournment of Closed Session

#### 4. RECONVENE REGULAR MEETING – 7:00 P.M.

#### 5. CONSENT CALENDAR

- Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or



explanation is received from the Board of Commissioners or a member of the public.

- \*6-A. Approve Minutes of the Board of Commissioners Regular Meeting held September 16, 2015. Acceptance is recommended
- \*6-B. Accept the Monthly Overview Report
- \*6-C. Accept the Budget Variance Report

There was discussion about the RFQ for Real Estate Development in the Monthly Overview Report. Eleven responses to the RFQ were received.

Commissioner McCahan commented on the Annual Owners Workshop being held on October 22 and said that we may want to think of ways to increase landlord participation and offer some incentives. Ms. Cooper talked about how this Workshop was publicized. Ms. Cooper said that the primary goal is maintaining landlords but new landlords were also invited.

Commissioner Tamaoki moved to approve the consent calendar and Commissioner Jones seconded. The motion carried unanimously.

## 7. AGENDA

- 7-A. Maintenance Workflow Analysis Report – The Nelrod Company, November 2014 – Progress Update High Priority Action Response Plan

Facilities Director, Rod Roche, gave some background regarding the RFP that was issued during the summer of 2014 to do a full review of the maintenance operations. Mr. Roche said that previous to this, the last analysis was done in 1997. Mr. Roche reported that the Nelrod Company was selected. Mr. Roche reviewed the work plan priority items and observations made by the Nelrod Company. Mr. Roche invited comments from the Board. Mr. Roche said that he would come back to the Board in February with another Progress Update.

- 7-B. Adoption of Housing Authority Development Policies and Guidelines

Ms. Johnson, Director of Housing and Community Development, noted that this is an action item that we are seeking the Board's approval of the written policies that are attached as Exhibit A.

The Board adopted a set of policies in 2010. There is an earlier version that was adopted in 1993. Ms. Johnson said that because we are not an agency with Public Housing, all of the restrictions usually placed on housing authorities with Public Housing do not exist here. Ms. Johnson said one goal is to look forward with respect to new construction and opportunity to potentially acquire new real estate and another would be to make sure that our portfolio, that we already have, is protected and properly regulated over the long-term.



Ms. Johnson had previously sent out a draft of the policies and guidelines and asked for comments from the Board. Ms. Johnson said that she did receive one set of comments that were incorporated in the updated policies and guidelines. Ms. Johnson asked if there are no more comments that the Board adopt the policies. Commissioner McCahan asked for one clarification in Section II –A regarding the calculation of Area Median Income. Ms. Johnson said it would be made.

Vice Chair Rickard moved to accept the staff recommendation on page 32 and Commissioner Shipe seconded. The motion carried unanimously.

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

- Speaker Richard Neveln recommended that project managers should consider using seniors as resources.
- A second resident noted she will be writing a letter on some personal, operational items at Independence Plaza.

9. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Chair Kurrasch welcomed Kenji Tamaoki to the Board. Chair Kurrasch announced that we received the NAHRO Agency Award of Excellence for Affordable Housing at Jack Capon Villa, a development that is set aside only for people with disabilities. Chair Kurrasch announced that Alameda Home Team is having a meeting on November 7, at the Elks Lodge.

Chair Kurrasch also announced that AHA received a Proclamation from the Mayor honoring the AHA 75<sup>th</sup> Anniversary and Congresswoman Barbara Lee sent a congressional recognition of our 7<sup>5th</sup> Anniversary. Chair Kurrasch gave a report on the NAHRO Conference in Los Angeles.

10. ADJOURNMENT

Chair Kurrasch adjourned the public part of the meeting in memory of AHA long-time employee Muriel Albert at 7:53 pm and returned to closed session to review the evaluation of the Executive Director.

Chair Kurrasch announced that in Closed Session the Board dealt with the Executive Director Evaluation. The Board concludes that the Ms. Cooper has more than met all of their expectations. The Board will be honoring the increase in salary as set out in the contract.



\_\_\_\_\_  
Art Kurrasch, Chair

ATTEST:

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

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# Housing Authority of the City of Alameda

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To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Date: November 18, 2015

Re: Monthly Overview Report to the Board

## BACKGROUND

This memo provides a high level overview of agency activities in the prior month. Data is submitted by each of the departments – Operations and HR, Property Management, Facilities, Housing Programs, Housing and Community Development and Finance.

## OPERATIONS/HR

Open enrollment for vision and dental insurance, as well as flexible spending accounts (health, dependent care, and transportation) is being conducted this month.

The Management Analyst, Housing Specialist I and Resident Manager positions have been filled, with the new staff all expected to start in mid-November. Recruiting for the Maintenance Supervisor position continues, with no viable candidates yet identified.

One proposal for changes to the Holiday policy of the Personnel Policy is being brought to the Board for consideration this month, and work is underway to begin the process of a set of comprehensive revisions.

We are also beginning the work on developing our new website in November, with meetings with the developer to gather department input and to lay out the basic framework ("architecture") of the site scheduled to occur.

On October 29, we held our annual Director retreat at The Park Alameda. The morning focused on team building and strategies for working together across departments. Supervisors joined in the afternoon for a training on conducting performance reviews and a review of training and staff development requests, followed by a discussion of the process for identifying departmental priorities for the website and the potential office closure to the public on alternate Fridays.

## PROPERTY MANAGEMENT

## VACANCY



We signed seven leases in October. We also had two very difficult evictions this month. The evicted families left their units in terrible shape. Unfortunately, after the lock-out by the marshal, squatters broke into the unit. There was no legal claim for them to occupy the unit. The police department was called in. They arrested one of the squatters and interrogated the other two folks found in the unit.

All ten vacant units have applicants in process who are being used for PBV Housing relocation Project.

**RENT COLLECTIONS**

Rent collections continue to show improvement. We ended October with one resident owing rent for October.

**MONTHLY MEETINGS**

Monthly meetings continue for all site managers. During the October meeting we discussed a range of important topics.

All Managers have been asked to submit a semi-annual review of their Goals for this year. The Goals were part of their performance evaluations completed last March.

**FACILITIES AND MAINTENANCE**

**Capital Improvements Projects** – During the month of October both the Esperanza Site Improvements Project and the Esperanza Kitchen & Bathroom Remodel Project continued with project closeout activities.

Capital Projects Update		
October 2015 Update	ESP - Site Improvements Project ESP-C2-15	ESP - Kitchen & Bathroom Remodel Project ESP-C3-15
BOC Approval	\$ 1,550,400	\$ 372,240
Original Contract Amount	\$ 1,292,000	\$ 310,200
Approved Change Orders	\$ 227,948	\$ 15,600
Current Contract Amount	\$ 1,519,948	\$ 325,800
Project Cost To Date	\$ 1,443,951	\$ 309,510
% Complete	100%	100%
Pending Change Orders	\$80,000	\$1,000
Original Substantial Completion	6/30/2015	10/26/2015
Current Substantial Completion	7/31/2015	9/30/2015

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Other capital improvements completed during October 2015 include the exterior painting of the Administrative Office Building, as well as installation of the new wheel chair lift at the Anne B. Diamant Senior Complex.

### **Maintenance Work Orders**

The fourth month of Maintenance Work Order Statistics for Fiscal Year 2016 are as follows:

<b>Maintenance Work Order Update</b>				
<b>October 2015 Update</b>	<b>FY 2015 Ave</b>	<b>Jul - Sept - 15</b>	<b>Oct-15</b>	<b>FY 2016 Ave</b>
Total Monthly WOs	265	691	251	236
Preventative Maintenance WOs	37	18	53	18
Vacancy Turnovers	6	27	8	9

### **HOUSING PROGRAMS**

Housing Programs Department (HPD) successfully hosted its Annual Owners Workshop on October 22, 2015 from 2:00 p.m. to 4:00 pm at Independence Plaza. The workshop was offered to Owners currently participating in the Housing Choice Voucher program as well as any Owners/Landlords interested in participating in the program in the future. The workshop was a huge success with approximately 30 owners in attendance. Speakers from East Bay Rental Housing Association, Echo Housing, Environmental Health, and our own Housing and Community Development departments presented on their various programs and services. Overall the feedback from the owner surveys were very positive and we look forward to doing this again next year

HPD recently began restructuring our department work flow to adopt a caseload work approach. This approach will allow for one specialist to work a file from beginning to end for a more efficient service flow. Also, the caseload approach allows each specialist to become familiar with their caseload as well as allow owners and tenants a consistent staff person to contact for questions. Each specialist is assigned a caseload based on an alpha split which has been published for quick reference.

Notices will be mailed December 1, 2015 to our private market owners and our tax credit partnerships informing them of our new biennial inspection and self-certification process effective January 1, 2016. This will provide regulatory relief for our landlords and is encouraged by HUD as an administrative streamlining. This change will not apply to our 'Special' (Emergency, Complaint and/or Quality Assurance) inspections which will be performed as needed.

The Family Self Sufficiency (FSS) Coordinator is actively conducting outreach through our newsletter, website, and recertification packets in an effort to increase our FSS program enrollment. We are continuing to conduct our end of the year survey of program participants which will gather data from our participants on the effectiveness of our FSS program.

**HOUSING AND COMMUNITY DEVELOPMENT**

CDBG/HOME Programs --

<u>CDBG Category</u>	<u>Agency Name</u>	<u>Statement Of Work</u>	<u>Annual Goal</u>	<u>Q1 Total</u>	<u>Cumulative %</u>	<u>Funding</u>
CBDO	Alameda Point Collaborative	Workforce Development Services	40	12	30%	\$ 100,000
		Subsidized Employment	12	4	33%	
		Placement Services	15	5	33%	
Public Services	Alameda Food Bank	Households Served	2,100	3,040	145%	\$ 20,000
		Low-Income Beneficiaries	200	56	28%	\$ 95,000
	BFWC-Midway Shelter	Bednights	7,600	2,223	29%	
		Meals	22,800	6,669	29%	
		Support Groups	48	6	13%	
	ECHO Housing	Housing Counseling	250	57	23%	\$ 32,290
	Eden I & R Family Violence Law Center	Information & Referral	563	206	37%	\$ 18,556
		Legal Assistance	25	12	48%	\$ 15,893
		Legal Assistance For Seniors	45	20	44%	\$ 15,000
	Residential Rehabilitation	Residential Rehabilitation	Residential Rehab - Rental	1	-	0%
Residential Rehab - Homeowner			3	1	33%	\$ 55,000
Alameda Fire Dept.		Safety Grants	10	5	50%	\$ 32,000
		Safety Inspections	60	19	32%	
AHA / HCD		Clearance Activities - North Housing	1	-	0%	\$ 74,357

Rent Review Advisory Committee (RRAC)

RRAC rent increase complaint (RIC) forms were received from 20 households (two properties) for the October meeting but 19 were withdrawn by the applicants in order to negotiate directly with the landlord. The remaining complaint in the second property was dismissed on Nov. 2, 2015, due to tenant not being present at the RRAC meeting. The City

Council has scheduled a special meeting on November 4<sup>th</sup> to discuss rent increases and related matters. At that meeting City staff will present the results of a study on area rents and Council will consider additional actions in response to the high rent/low vacancy situation. Housing Authority staff will attend the meeting and be available to distribute information about the RRAC.

#### Housing Rehabilitation Programs

Staff is actively working on a rental rehabilitation project and has completed a revised scope of work. The project includes a unit occupied by the owner and two rent-restricted rentals. The owner has also requested sub metering for the property. We will help coordinate this effort for the water meters. The rest of the utilities are already separately metered.

Staff will be overseeing a demonstration project for the installation of water sub meters at a Housing Authority owned property to allow for separate usage and billing for our tenants. An amendment to the lease agreement will be executed to include water as a tenant-paid expense. Estimates for meter installation and future billing and payments are being solicited to take advantage of the \$250/installed meter from EBMUD.

#### Inclusionary and Below Market Rate Programs

A Request for Proposals for the City's First-time Homebuyer Programs was published in mid-October and one response was received from Hello Housing. The scope includes the Below Market Rate Program, Down Payment Assistance Program and the Residential Rehabilitation Program. Staff will negotiate a two-year contract which is based on a Not to Exceed Amount of \$250,000 and fees paid on a per-unit/per-service basis.

#### Real Estate Development

Eagle Project - The project is scheduled to go before the Planning Board on November 9<sup>th</sup> to receive PD approval. The environmental assessment has been completed and the "Finding of No Significant Impact" was noticed on October 16. This will allow the project to move forward for state and federal funding.

Del Monte - The Development Agreement between the Housing Authority and Tim Lewis Communities has been executed. The environmental study of the site is nearly complete.

Stargell Commons - See the separate Board item included within today's agenda

Rosefield Village - See the separate Board item included within today's agenda

North Housing - Staff is working with a surveyor and coordinating with Public Works to clarify right-of-way for the Mitchell-Mosely extension. The environmental consultant has begun the Phase I study and will continue with the Hazardous Materials Building Study after staff received a license for property access from the Navy. This information will help determine the costs for demolition of the structures on the site. Since Pollution Liability insurance is required before transfer, staff will be getting quotes for this policy.

Portfolio Projects - Staff has initially selected 4 firms from the 11 responders for the RFQ for Architectural and Engineering services. They are Anne Phillips Architecture, BAR Architects, SPGA Architecture, and YHLA Architects. Evaluation is continuing on the other firms with more likely to be added to complete the pre-qualified list.

The State of California has issued revised regulations for the tax credit and tax-exempt bond programs. The regulations will be adopted this month, and will be effective as of January 2016. The new regulations will impact the selection and the timing of funding applications made to the State. Staff will return to the Board and present an outline of proposed projects and to seek Board approval to submit several applications.

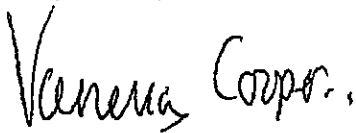
**Finance**

Please see the Budget Variance Report

**RECOMMENDATION**

For information only.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and Members  
of the Board of Commissioners

From: Vanessa Cooper  
Executive Director

Date: November 18, 2015

RE: Budget Variance Report

## BACKGROUND

On April 16, 2014 the Board of Commissioners passed and approved a two-year operating budget for all programs covering the fiscal years July 1, 2014 through June 30, 2016. On April 15, 2015, the Board of Commissioner approved the budget update for FY 2016 revision of the original budget for the Fiscal Year starting July 1, 2015 and ending June 30, 2016. This Budget Variance Report covers preliminary unaudited financial operating results compared to the budget revision approved on April 15, 2015, for the four month period of July 1, 2015 to October 31, 2015.

## DISCUSSION

Overall operating income is slightly over budget by \$57,770. Agency wide expenses are below budget by \$151,295; resulting in an operating surplus of \$647,078, compared to budget of \$438,013. We have experienced the time lag of receiving the Tax Increment from City for Independence Plaza. After sending out the inquiry, we just received the payment on November 9. The payment will be posted in November's Budget Variance Report.

The year to date Extraordinary Maintenance Projects (EMPs) expenses for our Owned and Managed Complexes and Units totaled \$68,299 compared with the budget of \$286,844, resulting in a variance of \$218,545. We anticipate the progress for the Maintenance Projects will be caught up as the fiscal year continues.

Our Unaudited FDS has been approved by the HUD in its Real Estate Assessment Center (REAC). Our auditors, Cropper Rowe, LLP, will make presentation of the Audited Annual Financial Report to the Board by February 2016.

## GASB-68

As a local government agency, AHA has to maintain its books by standards set by the Government Accounting Standards Board (GASB). Each year the GASB sets guidelines for accounting practices and sets them by number. In FY 2016, AHA will have to operate by GASB rule 68, which is commonly known as GASB-68. This new rule, GASB-68, requires all government agencies (States, Counties, Cities and Special Purpose Local Governments) to report pension liabilities which have

historically been reported on a pay as you go basis by all government entities. Since AHA is a member of the CalPERS retirement system, AHA will be required to report each year on any unfunded pension liability. According to the published Actuarial Valuation Funding Report as of June 30, 2013, the estimated unfunded liability balance as of 6/30/2015 is \$1,945,024. The new report for the measurement date of 6/30/2014 will be published around late December. If we were paying off the unfunded liability today, we would need to pay \$1,945,024. According to the CalPERS Senior Pension Actuary, the estimated unfunded liability in the new Actuarial Valuation Funding report might be around \$1.721M. In discussion with our Auditor, Mr. John Cropper, at Cropper Rowe, LLP, it is worth waiting for the new report.

#### GASB-45/OPEB

The government Accounting Standards Board (GASB) has mandated disclosure of other post-employment benefit (OPEB) liabilities for all government employers beginning in 2009. During fiscal years prior to 2012 the Authority's employees were actually employees of the City of Alameda and not employees of the Authority itself, therefore there was no OPEB obligation or expense recognized in fiscal years prior to 2012. During fiscal year 2015 the Authority administered this program on a pay-as-you-go basis and actual costs were expensed as incurred. To comply with GASB 45, the Authority estimated it's the present value of the projected benefits of the OPEB program using the Alternative Measurement Method as permitted by GASB Statements Numbers 43 and 45.

The goal of GASB 45 is to match recognition of retiree medical expense with the periods during which the benefit is earned. The entry age normal cost method effectively meets this goal in most circumstances. The Authority has adopted an entry age normal cost method to determine the present value of benefits and the actuarial accrued liability. The plan currently has no assets. The amortization method is a level percent of payroll. The amortization period is thirty years. The Authority has adopted a pay-as-you-go policy and is not currently funding this liability above the monthly requirement. The Authority made actual monthly payments for its portion of the retirees' premiums. The payments for 2015 totaled \$1,404. The Authority accrued a management determined estimate of \$9,838 at the end of the prior fiscal year.

#### **GENERAL FUND**

General Fund has included the revenue of Shelter Plus Care Program and some other miscellaneous income items. It has also included the expenses of pre-development cost and EMP's. Operating income is under budget for this fiscal four month period, since we have only received the revenue of July from the Shelter Plus Care Program. Therefore, it resulted in a deficit of \$115,488. The new Shelter Plus Care Program contract for the period of August 1, 2015 through July 31, 2016 was just signed, so we would anticipate to receive the rest of payments soon.

EMP activity for the month totaled \$0 and year to date totaled \$0

CIP's for the month totaled \$0 and year to date \$0.

#### **AHA/CDBG/HCD/OTHER MANAGED PROGRAMS**

The reimbursement programs are under contract with the City for CDBG, HOME and other affordable housing programs. All staff currently are on AHA payroll and

the billings are processed for reimbursement from City. We have received the payment from City for July and August. There is a time lag for the billing and reimbursement payment process in between City and AHA. Operating income is under budget by \$169,841, mainly due to the time lag of billing and payment process. Operating expenses are under budget by \$46,700. Therefore, it resulted in a deficit of \$123,731.

#### **PARROT VILLAGE AND EAGLE VILLAGE**

Total operating revenue for Parrot Village and Eagle Village properties came in slightly over budget due to increased income starting September. Operating expenses continue to remain under budget, resulting in a surplus of \$360,938 versus a budgeted surplus of \$164,530.

EMP expenses total \$14,619. Fiscal Year CIP's totaled \$22,091.

#### **HOUSING AUTHORITY OWNED**

Operating income finished this month over budget and expenses are under budget, resulting in a surplus for Housing Authority Owned properties of \$553,404 compared to the budgeted surplus of \$147,166 for the fiscal year.

EMP activity year to date \$49,930.

CIP's totaled \$580,263 for the fiscal year. \$15,375 is for Anne B Diament; and \$564,888 is for the Site Improvement and Kitchen and Bathroom remodeling Projects for Esperanza.

#### **INDEPENDENCE PLAZA**

Operating income is under budget for this fiscal four month period, due to the time lag of receiving the Tax Increment from City. After sending out the inquiry, we just received the payment on November 9. The payment will be posted in November's Budget Variance Report. Operating expenses are under budget. Therefore, IP operations resulted in a slight deficit of \$24,646 compared to the budgeted surplus of \$282,533.

EMP expenses total \$3,750 and CIP \$56,251 for replacing gutters for the fiscal year.

#### **HOUSING CHOICE VOUCHER PROGRAM**

Our October lease rate is at 86 percent. The year-to-date lease rate is at 87.1 percent for the fiscal year ending October 31, 2015, and 89.1 percent for the HUD calendar year 2015 annual funding cycle, which began in January. The year-to-date utilization rate of actual HAP expense is 102.3% of the HUD Budget Amount for the fiscal year ending October 31, 2015, and 101.1% for the HUD calendar year 2015 annual funding cycle. This is mainly due to an increase in payment standards effective September 2, 2015.

A project reserve (or HAP funds Held by HUD reserve) whereby AHA can draw additional HAP funds if our HAP costs exceed any year's HAP budget has been established by HUD in lieu of significant RNP (Restricted Net Position) cash reserves held by AHA in the past. Currently this HUD held HAP reserve has a balance in excess of \$2.6 million dollars as of September 30, 2015, but a request



has been made to HUD for an additional disbursement in November and December.

The operating (or administrative) portion of the Housing Choice Voucher program has an operating deficit of \$3,399 compared to the budgeted deficit of \$118,204 based on income from actual units leased for the fiscal year as required by HUD accounting brief number 19.

Administrative fee proration was reported at 79% effective January 1 2015. HUD has subsequently identified additional, available funds to augment the administrative fee appropriation, and has notified PHAs that the pro-ration for the year will likely be approximately 81 percent. As a result, effective with billings for October 1, 2015 and later, AHA would use a pro-ration of 81 percent of 80 percent of the Column B rate to calculate fees for portable vouchers.


#### BUDGET CONSIDERATION/FINANCIAL IMPACT

At the bottom of each budget variance report, the balance is shown by either a surplus or deficit. An adjustment for any deficit is made by transferring from accumulated operating reserves at the end of the fiscal year. Generally, surpluses are added to operating reserves while deficits are reductions to operating reserves.

#### RECOMMENDATION

For information only.

Respectfully submitted,



Vanessa Cooper  
Executive Director

VC:ajo

Attachments: 1. Budget Variance Report

# Housing Authority of the City of Alameda Unaudited Budget Variance Report For the Four Month Fiscal Period Ending October 31, 2015

Description	Year to Date Budget	Year to Date (YTD) Actual Income and Expenditures							YTD Variance	Budget Used	S/B 33%	Annual Budget
		General Fund	AHA/CDBG/Other Managed	Parrot & Eagle Village	HA Owned	Independence Plaza	Section 8	Total Actual				
<b>Operating Income</b>												
HAP/Subsidy/Tax Increment	\$ 9,703,930	\$ 17,769	\$ -	\$ 550,822	\$ 1,314,371	\$ -	\$ 7,838,455	\$ 9,721,417	\$ 17,487	33%	\$ 29,111,791	
Dwelling Rent	1,094,803	-	-	175,223	493,927	-	-	1,159,425	64,622	35%	3,284,410	
Administrative Fees	477,977	-	-	-	-	-	586,034	586,034	108,057	41%	1,433,931	
Interest	23,667	4,516	-	3,677	20,752	-	243	29,883	6,216	42%	71,000	
Other Income	320,220	1,493	101,972	6,098	62,615	9,130	300	181,608	(138,612)	19%	960,660	
<b>Total Operating Income</b>	<b>11,620,597</b>	<b>23,778</b>	<b>101,972</b>	<b>735,820</b>	<b>1,891,665</b>	<b>500,100</b>	<b>8,425,032</b>	<b>11,678,367</b>	<b>57,770</b>	<b>33%</b>	<b>34,861,792</b>	
<b>Operating Expenses</b>												
<b>Administrative:</b>												
Salaries	892,524	(218)	159,201	67,767	192,805	90,248	311,385	821,188	71,336	31%	2,677,573	
Legal	25,234	750	4,215	983	10,973	1,290	4,576	22,787	2,447	30%	75,701	
Travel/Training	15,944	124	1,854	2,292	6,873	2,761	11,448	25,352	(9,408)	53%	47,831	
Publications	1,532	-	-	69	208	72	250	599	933	13%	4,597	
Telephone	11,317	23	6	1,195	4,188	2,773	2,796	10,981	336	32%	33,952	
Audit Fees	11,935	-	-	3,510	9,562	5,985	3,442	22,499	(10,564)	63%	35,806	
Office Supplies	18,752	-	1,252	1,438	4,379	1,795	7,806	16,670	2,082	30%	56,256	
Contract Costs	187,753	-	4,339	7,541	33,744	9,456	52,239	107,319	80,434	19%	563,258	
Sundry	7,500	51	2,520	2,070	6,091	2,787	7,824	21,343	(13,843)	95%	22,500	
<b>Subtotal</b>	<b>1,172,491</b>	<b>730</b>	<b>173,387</b>	<b>86,865</b>	<b>268,823</b>	<b>117,167</b>	<b>401,766</b>	<b>1,048,738</b>	<b>123,753</b>	<b>30%</b>	<b>3,517,474</b>	
<b>Tenant Services:</b>												
Salaries	31,967	-	-	6,332	13,430	7,806	-	27,568	4,399	29%	95,902	
Tenant Activities	33,367	5,000	295	100	3,413	4,218	167	13,193	20,174	13%	100,100	
Relocation Cost	-	-	-	-	14,077	-	-	14,077	(14,077)	0%	0	
<b>Subtotal</b>	<b>65,334</b>	<b>5,000</b>	<b>295</b>	<b>6,432</b>	<b>30,920</b>	<b>12,024</b>	<b>167</b>	<b>54,838</b>	<b>10,496</b>	<b>28%</b>	<b>196,002</b>	
<b>Utilities:</b>												
Water and Sewer	177,490	-	-	14,967	49,899	24,749	452	90,067	87,423	17%	532,470	
Electricity	49,668	-	-	4,492	15,850	10,778	2,062	33,182	16,486	22%	149,004	
Gas	25,019	-	-	125	8,657	5,499	105	14,386	10,633	19%	75,058	
<b>Subtotal</b>	<b>252,177</b>	<b>-</b>	<b>-</b>	<b>19,584</b>	<b>74,406</b>	<b>41,026</b>	<b>2,619</b>	<b>137,635</b>	<b>114,542</b>	<b>18%</b>	<b>756,532</b>	
<b>Maintenance:</b>												
Salaries	371,490	-	-	55,919	151,170	94,465	-	301,554	69,936	27%	1,114,470	
Materials	73,199	-	-	15,908	43,854	18,028	415	78,205	(5,006)	36%	219,597	
Contract Costs	381,587	-	-	84,409	263,505	61,846	12,398	422,158	(40,571)	37%	1,144,760	
<b>Subtotal</b>	<b>826,276</b>	<b>-</b>	<b>-</b>	<b>156,236</b>	<b>458,529</b>	<b>174,339</b>	<b>12,813</b>	<b>801,917</b>	<b>24,359</b>	<b>32%</b>	<b>2,478,827</b>	
<b>General:</b>												
Police Services	70,000	-	-	13,380	41,770	12,110	3,990	71,250	(1,250)	34%	210,000	
Insurance	34,950	-	-	8,026	19,700	10,374	1,295	39,395	(4,445)	38%	104,850	
Employee Benefits	471,013	(7,106)	52,021	46,579	125,629	66,781	115,538	399,442	71,571	28%	1,413,040	
Collection Losses	10,429	-	-	-	(100)	-	-	(100)	10,529	0%	31,287	
<b>Subtotal</b>	<b>586,392</b>	<b>(7,106)</b>	<b>52,021</b>	<b>67,985</b>	<b>186,999</b>	<b>89,265</b>	<b>120,823</b>	<b>509,987</b>	<b>76,405</b>	<b>29%</b>	<b>1,759,177</b>	
<b>Total Operating Exp.</b>	<b>2,902,671</b>	<b>(1,376)</b>	<b>225,703</b>	<b>337,102</b>	<b>1,019,677</b>	<b>433,821</b>	<b>538,188</b>	<b>2,553,115</b>	<b>349,556</b>	<b>29%</b>	<b>8,708,012</b>	

# Housing Authority of the City of Alameda Unaudited Budget Variance Report

## For the Four Month Fiscal Period Ending October 31, 2015

Description	Year to Date Budget	Year to Date (YTD) Actual Income and Expenditures							YTD Variance	S/B 33%	Annual Budget
		General Fund	AHA/CDBG/ Other Managed	Parrot & Eagle Village	HA Owned	Independence Plaza	Section 8	Total Actual			
Mortgage/HAP Payments:											
HAP Payments	7,579,043	83,505	-	-	-	-	7,890,243	7,973,748	(394,705)	35%	22,737,128
Mortgage Interest	371,793	-	23,161	268,654	87,175	-	-	378,990	(7,197)	34%	1,115,380
Interest-City Loan	-	-	-	-	-	-	-	0	0		0
Subtotal	7,950,836	83,505	23,161	268,654	87,175	7,890,243	8,352,738	(401,902)	(401,902)	35%	23,852,308
Other Expenses:											
Extraordinary Maint.	286,844	-	14,619	49,930	3,750	-	-	68,299	218,545	8%	860,532
CDBG/Other Programs	-	-	-	-	-	-	-	-	0	0%	0
Pre-Development Costs	42,233	57,137	-	-	-	-	-	57,137	(14,904)	45%	126,700
Subtotal	329,077	57,137	14,619	49,930	3,750	-	-	125,436	203,641	13%	987,232
<b>Total Expenses</b>	<b>11,182,584</b>	<b>139,266</b>	<b>225,703</b>	<b>1,338,261</b>	<b>524,746</b>	<b>8,428,431</b>	<b>11,031,289</b>	<b>151,295</b>	<b>151,295</b>	<b>33%</b>	<b>33,547,752</b>
Operating Income before Depr.	438,013	(115,488)	(123,731)	553,404	(24,646)	(3,399)	647,078	209,065	209,065	49%	1,314,040
Depreciation	435,095	38,796	-	221,556	127,108	-	489,168	(54,073)	(54,073)	37%	1,305,286
Operating Income after Depr.	2,918	(154,284)	(123,731)	331,848	(151,754)	(3,399)	157,910	154,992	154,992		8,754

**Housing Authority of the City of Alameda  
 Unaudited Budget Variance Report  
 For the Four Month Fiscal Period Ending October 31, 2015**

Description	Year to Date Budget	Year to Date (YTD) Actual Income and Expenditures						YTD Variance	S/B 33%	Budget Used	Annual Budget
		General Fund	AHA/CDBG/Other Managed	Parrot & Eagle Village	HA Owned	Independence Plaza	Section 8				
<b>GAAP to Cash Adjustments:</b>											
Operating Income after Depr.		(154,284)	(123,731)	259,230	331,848	(151,754)	(3,399)	157,910			
<u>Cash Adjustments</u>											
Addback Depreciation	38,796	-	-	101,708	221,556	127,108	-	489,168			
Subtract Mtg Prin Payments	-	-	-	(50,623)	(67,167)	(171,857)	-	(289,647)			
Subtract Replacement Res	-	-	-	(10,760)	(12,200)	(21,392)	-	(44,352)			
Total Adjustments	38,796	-	-	40,325	142,189	(66,141)	-	155,169			
Adjusted Net Cash	(115,488)	(123,731)	299,555	474,037	(217,895)	(3,399)		313,079			
<u>Reserve Transfers, Loans, Prior Period Adj</u>											
Operating Reserve Transfers	-	-	-	-	-	-	-	-			
Payoff US Bank Loans	-	-	-	-	-	-	-	-			
Replacement Reserves-Voluntary	-	-	-	-	-	-	-	-			
Equipment Reserves-Voluntary	-	-	-	-	-	-	-	-			
Total Reserve Transfers	-	-	-	-	-	-	-	-			
<u>Capital Assets</u>											
Capital Asset Additions	-	-	(22,091)	(580,263)	(56,251)	(658,605)	-	(658,605)			
Net Capital Assets	-	-	(22,091)	(580,263)	(56,251)	(658,605)	-	(658,605)			
Net GAAP to Cash Adj's	(115,488)	(123,731)	277,464	(106,226)	(274,146)	(3,399)		(345,526)			

**Unaudited Budget Variance Report**  
**General Fund**  
**For the Four Months Ending October 31, 2015**

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	S/B 33% USED
<b>OPERATING INCOME:</b>								
HAP	230,280	19,190	0	(19,190)	76,760	17,769	(58,991)	8%
Interest	7,000	583	1,851	1,268	2,333	4,516	2,183	65%
Other Income	18,200	1,517	0	(1,517)	6,067	389	(5,678)	2%
Management Fee	0	0	0	0	0	1,104	1,104	
<b>Total Operating Income</b>	<b>255,480</b>	<b>21,290</b>	<b>1,851</b>	<b>(19,439)</b>	<b>85,160</b>	<b>23,778</b>	<b>(61,382)</b>	<b>9%</b>
<b>OPERATING EXPENSES:</b>								
<b>Administrative:</b>								
Salaries	0	0	0	0	0	(218)	(218)	0%
Legal	0	0	750	750	0	750	750	0%
Travel/Training	0	0	(49)	(49)	0	124	124	0%
Publications	0	0	0	0	0	0	0	0%
Telephone	0	0	10	10	0	23	23	0%
Audit Fees	0	0	0	0	0	0	0	0%
Office Supplies	0	0	0	0	0	0	0	0%
Contract Costs	0	0	0	0	0	0	0	0%
Sundry	0	0	0	0	0	51	(51)	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>711</b>	<b>711</b>	<b>0</b>	<b>730</b>	<b>628</b>	<b>0%</b>
<b>Tenant Services:</b>								
Tenant Activities	0	0	0	0	0	5,000	(5,000)	0%
	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>(5,000)</b>	<b>0%</b>
<b>Utilities:</b>								
Water and Sewer	0	0	0	0	0	0	0	0%
Electricity	0	0	0	0	0	0	0	0%
Gas	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Maintenance:</b>								
Salaries	0	0	0	0	0	0	0	
Materials	0	0	0	0	0	0	0	0%
Contract Costs	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>General:</b>								
Police Services	0	0	0	0	0	0	0	
Insurance	0	0	0	0	0	0	0	0%
Claims Benefits	0	0	0	0	0	0	0	0%
Employee Benefits	0	0	(6,068)	6,068	0	(7,106)	7,106	0%
Collection Losses	0	0	0	0	0	0	0	0%
Transfers out	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>(6,068)</b>	<b>6,068</b>	<b>0</b>	<b>(7,106)</b>	<b>7,106</b>	<b>0%</b>
<b>Total Operating Expenses</b>	<b>0</b>	<b>0</b>	<b>(5,357)</b>	<b>6,779</b>	<b>0</b>	<b>(1,376)</b>	<b>2,734</b>	<b>0%</b>
<b>Mortgage/HAP Payments:</b>								
Hap Payments	230,280	19,190	27,828	(8,638)	76,760	83,505	(6,745)	36%
Mortgage Interest								
<b>Total</b>	<b>230,280</b>	<b>19,190</b>	<b>27,828</b>	<b>(8,638)</b>	<b>76,760</b>	<b>83,505</b>	<b>(6,745)</b>	<b>36%</b>
<b>Other Expenses:</b>								
Extraordinary Maintenance	12,500	1,042	0	1,042	4,167	0	4,167	
Pre-development Costs	126,700	10,558	10,125	433	42,233	57,137	(14,904)	0%
<b>Total</b>	<b>139,200</b>	<b>11,600</b>	<b>10,125</b>	<b>1,475</b>	<b>46,400</b>	<b>57,137</b>	<b>(10,737)</b>	<b>0%</b>
<b>Total Expenses</b>	<b>369,480</b>	<b>30,790</b>	<b>32,596</b>	<b>(384)</b>	<b>123,160</b>	<b>139,266</b>	<b>(16,106)</b>	<b>38%</b>
<b>Operating Income before Dep</b>	<b>(114,000)</b>	<b>(9,500)</b>	<b>(30,745)</b>	<b>(21,245)</b>	<b>(38,000)</b>	<b>(115,488)</b>	<b>(77,488)</b>	<b>101%</b>
<b>Depreciation (paper expense)</b>	<b>107,525</b>	<b>8,960</b>	<b>9,699</b>	<b>(739)</b>	<b>35,842</b>	<b>38,796</b>	<b>(2,954)</b>	<b>36%</b>
<b>Operating Income after Depr</b>	<b>(221,525)</b>	<b>(18,460)</b>	<b>(40,444)</b>	<b>(21,984)</b>	<b>(73,842)</b>	<b>(154,284)</b>	<b>(80,442)</b>	<b>70%</b>

**Unaudited Budget Variance Report**  
**AHA/CDBG/Other Managed Programs**  
**For the Four Months Ending October 31, 2015**

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	S/B 33% USED
<b>OPERATING INCOME:</b>								
HAP	0	0	0	0	0	0	0	
Interest	0	0	0	0	0	0	0	
Other Income	815,440	67,953	0	(67,953)	271,813	101,972	(169,841)	13%
Management Fee	0	0	0	0	0	0	0	
<b>Total Operating Income</b>	<b>815,440</b>	<b>67,953</b>	<b>0</b>	<b>(67,953)</b>	<b>271,813</b>	<b>101,972</b>	<b>(169,841)</b>	<b>13%</b>
<b>OPERATING EXPENSES:</b>								
<b>Administrative:</b>								
Salaries	539,400	44,950	41,384	(3,566)	179,800	159,201	20,599	30%
Legal	0	0	0	0	0	4,215	(4,215)	0%
Travel/Training	6,531	544	1,455	911	2,177	1,854	323	28%
Publications	297	25	0	(25)	99	0	99	0%
Telephone	3,052	254	0	(254)	1,017	6	1,011	0%
Audit Fees	4,806	401	0	(401)	1,602	0	1,602	0%
Office Supplies	6,756	563	0	(563)	2,252	1,252	1,000	19%
Contract Costs	58,558	4,880	55	(4,825)	19,519	4,339	15,180	7%
Sundry	0	0	1,264	(1,264)	0	2,520	(2,520)	0%
<b>Total</b>	<b>619,400</b>	<b>51,617</b>	<b>44,158</b>	<b>(9,987)</b>	<b>206,467</b>	<b>173,387</b>	<b>33,080</b>	<b>28%</b>
<b>Tenant Services:</b>								
Tenant Activities	0	0	295	295	0	295	295	0%
Work Experience	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>295</b>	<b>295</b>	<b>0</b>	<b>295</b>	<b>295</b>	<b>0%</b>
<b>Utilities:</b>								
Water and Sewer	0	0	0	0	0	0	0	0%
Electricity	0	0	0	0	0	0	0	0%
Gas	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Maintenance:</b>								
Salaries	0	0	0	0	0	0	0	
Materials	0	0	0	0	0	0	0	0%
Contract Costs	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>General:</b>								
Police Services	0	0	0	0	0	0	0	
Insurance	0	0	0	0	0	0	0	0%
Claims Benefits	0	0	0	0	0	0	0	0%
Employee Benefits	196,040	16,337	12,497	3,840	65,347	52,021	13,326	27%
Collection Losses	0	0	0	0	0	0	0	0%
Transfers out	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>196,040</b>	<b>16,337</b>	<b>12,497</b>	<b>3,840</b>	<b>65,347</b>	<b>52,021</b>	<b>13,326</b>	<b>27%</b>
<b>Total Operating Expenses</b>	<b>815,440</b>	<b>67,953</b>	<b>56,950</b>	<b>(5,852)</b>	<b>271,813</b>	<b>225,703</b>	<b>46,700</b>	<b>28%</b>
<b>Mortgage/HAP Payments:</b>								
Hap Payments	0	0	0	0	0	0	0	
Mortgage Interest	0	0	0	0	0	0	0	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Other Expenses:</b>								
Extraordinary Maintenance	0	0	0	0	0	0	0	
CDBG/Other Programs	0	0	0	0	0	0	0	
Pre-development Costs	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Total Expenses</b>	<b>815,440</b>	<b>67,953</b>	<b>56,950</b>	<b>(5,852)</b>	<b>271,813</b>	<b>225,703</b>	<b>46,700</b>	<b>28%</b>
<b>Operating Income before Dep</b>	<b>0</b>	<b>0</b>	<b>(56,950)</b>	<b>(56,950)</b>	<b>0</b>	<b>(123,731)</b>	<b>(123,731)</b>	
<b>Depreciation (paper expense)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Operating Income after Depr</b>	<b>0</b>	<b>0</b>	<b>(56,950)</b>	<b>(56,950)</b>	<b>0</b>	<b>(123,731)</b>	<b>(123,731)</b>	

**Unaudited Budget Variance Report**  
**Parrot Village and Eagle Village**  
**For the Four Fiscal Months Ending October 31, 2015**

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	33% USED
<b>OPERATING INCOME:</b>								
HAP	1,514,205	126,184	139,870	13,686	504,735	550,822	46,087	36%
Dwelling Rents	480,315	40,026	44,103	4,077	160,105	175,223	15,118	36%
NonDwelling Rents	0	0	0	0	0	0	0	
Interest	12,000	1,000	3,677	2,677	4,000	3,677	(323)	31%
Other Income	15,240	1,270	120	(1,150)	5,080	6,098	1,018	40%
<b>Total Income</b>	<b>2,021,760</b>	<b>168,480</b>	<b>187,770</b>	<b>19,290</b>	<b>673,920</b>	<b>735,820</b>	<b>61,900</b>	<b>36%</b>
<b>OPERATING EXPENSES:</b>								
<b>Administrative:</b>								
Salaries	261,732	21,811	15,868	5,943	87,244	67,767	19,477	26%
Legal	9,840	820	247	573	3,280	983	2,297	10%
Travel/Training	5,830	486	1,264	(778)	1,943	2,292	(349)	39%
Publications	500	42	0	42	167	69	98	14%
Telephone	3,000	250	322	(72)	1,000	1,195	(195)	40%
Audit Fees	4,800	400	780	(380)	1,600	3,510	(1,910)	73%
Office Supplies	5,600	467	331	136	1,867	1,438	429	26%
Contract Costs	57,076	4,756	1,609	3,147	19,025	7,541	11,484	13%
Sundry	4,400	367	448	(81)	1,467	2,070	(603)	47%
<b>Total</b>	<b>352,778</b>	<b>29,398</b>	<b>20,869</b>	<b>8,529</b>	<b>117,593</b>	<b>86,865</b>	<b>30,728</b>	<b>25%</b>
<b>Tenant Services:</b>								
Salaries	23,483	1,957	1,578	379	7,828	6,332	1,496	27%
Tenant Activities	14,000	1,167	0	1,167	4,667	100	4,567	1%
<b>Total</b>	<b>37,483</b>	<b>3,124</b>	<b>1,578</b>	<b>1,546</b>	<b>12,494</b>	<b>6,432</b>	<b>6,062</b>	<b>17%</b>
<b>Utilities:</b>								
Water and Sewer	108,900	7,683	40	7,643	36,300	14,967	21,333	14%
Electricity	16,540	1,378	2,213	(835)	5,513	4,492	1,021	27%
Gas	6,463	539	67	472	2,154	125	2,029	2%
<b>Total</b>	<b>131,903</b>	<b>9,600</b>	<b>2,320</b>	<b>7,280</b>	<b>43,968</b>	<b>19,584</b>	<b>24,384</b>	<b>15%</b>
<b>Maintenance:</b>								
Salaries	210,799	17,567	14,670	2,897	70,266	55,919	14,347	27%
Materials	49,700	4,142	6,444	(2,302)	16,567	15,908	659	32%
Contract Costs	233,120	19,427	27,560	(8,133)	77,707	84,409	(6,702)	36%
<b>Total</b>	<b>493,619</b>	<b>41,135</b>	<b>48,674</b>	<b>(7,539)</b>	<b>164,540</b>	<b>156,236</b>	<b>8,304</b>	<b>32%</b>
<b>General:</b>								
Police Services	49,770	4,148	3,220	928	16,590	13,380	3,210	27%
Insurance	23,246	1,937	1,649	288	7,749	8,026	(277)	35%
Employee Benefits	180,272	15,023	11,199	3,824	60,091	46,579	13,512	26%
Claims Account			0	0		0	0	
Collection Losses	13,600	1,133	0	1,133	4,533	0	4,533	0%
<b>Total</b>	<b>266,888</b>	<b>22,241</b>	<b>16,068</b>	<b>6,173</b>	<b>88,963</b>	<b>67,985</b>	<b>20,978</b>	<b>25%</b>
<b>Total Operating Expenses</b>	<b>1,282,671</b>	<b>105,498</b>	<b>89,509</b>	<b>15,989</b>	<b>427,557</b>	<b>337,102</b>	<b>90,455</b>	<b>26%</b>
<b>Mortgage Interest</b>								
Mortgage Interest	70,500	5,875	5,639	236	23,500	23,161	339	33%
<b>Total</b>	<b>70,500</b>	<b>5,875</b>	<b>5,639</b>	<b>236</b>	<b>23,500</b>	<b>23,161</b>	<b>339</b>	<b>33%</b>
<b>Other Expenses:</b>								
Extraordinary Maintenance	175,000	14,583	0	14,583	58,333	14,619	43,714	8%
<b>Total</b>	<b>175,000</b>	<b>14,583</b>	<b>0</b>	<b>14,583</b>	<b>58,333</b>	<b>14,619</b>	<b>43,714</b>	<b>8%</b>
<b>Total Operating Expenses</b>	<b>1,528,171</b>	<b>125,956</b>	<b>95,148</b>	<b>30,808</b>	<b>509,390</b>	<b>374,882</b>	<b>134,508</b>	<b>25%</b>
<b>Operating Income before Dep</b>	<b>493,589</b>	<b>42,524</b>	<b>92,622</b>	<b>50,098</b>	<b>164,530</b>	<b>360,938</b>	<b>196,408</b>	<b>73%</b>
<b>Depreciation (paper expense)</b>	<b>276,528</b>	<b>23,044</b>	<b>25,427</b>	<b>(2,383)</b>	<b>92,176</b>	<b>101,708</b>	<b>(9,532)</b>	<b>37%</b>
<b>Operating Income after Depr</b>	<b>217,061</b>	<b>18,088</b>	<b>67,195</b>	<b>85,283</b>	<b>72,354</b>	<b>259,230</b>	<b>186,876</b>	<b>119%</b>

**Unaudited Internal Budget Variance Report**  
**Housing Authority-Owned Properties**  
**For the Four Month Fiscal Period Ending October 31, 2015**

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	YTD Budget	Y-T-D Actuals	YTD Variance	33% USED
<b>OPERATING INCOME:</b>								
HAP	3,359,861	279,988	319,462	39,474	1,119,954	1,314,371	194,417	39%
Dwelling Rents	1,378,135	114,845	118,676	3,831	459,378	493,927	34,549	36%
Interest	50,000	4,167	17,645	13,478	16,667	20,752	4,085	42%
Other Income	84,600	7,050	15,384	8,334	28,200	62,615	34,415	74%
<b>Total Income</b>	<b>4,872,596</b>	<b>406,050</b>	<b>471,167</b>	<b>65,117</b>	<b>1,624,199</b>	<b>1,891,665</b>	<b>267,466</b>	<b>39%</b>
<b>OPERATING EXPENSES:</b>								
<b>Administrative:</b>								
Salaries	468,897	39,075	46,821	(7,746)	156,299	192,805	(36,506)	41%
Legal	36,756	3,063	2,751	312	12,252	10,973	1,279	30%
Travel/Training	13,670	1,139	3,659	(2,520)	4,557	6,873	(2,316)	50%
Publications	1,800	150	0	150	600	208	392	12%
Telephone	9,000	750	1,203	(453)	3,000	4,188	(1,188)	47%
Audit Fees	11,500	958	2,125	(1,167)	3,833	9,562	(5,729)	83%
Office Supplies	15,900	1,325	1,026	299	5,300	4,379	921	28%
Contract Costs	194,121	16,177	9,138	7,039	64,707	33,744	30,963	17%
Sundry	13,400	1,117	1,495	(378)	4,467	6,091	(1,624)	45%
<b>Total</b>	<b>765,044</b>	<b>63,754</b>	<b>68,218</b>	<b>(4,464)</b>	<b>255,015</b>	<b>268,823</b>	<b>(13,808)</b>	<b>35%</b>
<b>Tenant Services:</b>								
Salaries	48,656	4,055	3,608	447	16,219	13,430	2,789	28%
Tenant Activities	59,400	4,950	679	4,271	19,800	3,413	16,387	6%
Relocation Cost	0	0	195	(195)	0	14,077	(14,077)	0%
<b>Total</b>	<b>108,056</b>	<b>9,005</b>	<b>4,482</b>	<b>4,523</b>	<b>36,019</b>	<b>30,920</b>	<b>5,099</b>	<b>29%</b>
<b>Utilities:</b>								
Water and Sewer	281,715	22,176	21,336	840	93,905	49,899	44,006	18%
Electricity	73,744	6,145	6,117	28	24,581	15,850	8,731	21%
Gas	46,616	3,885	2,884	1,001	15,539	8,657	6,882	19%
<b>Total</b>	<b>402,075</b>	<b>32,206</b>	<b>30,337</b>	<b>1,869</b>	<b>134,025</b>	<b>74,406</b>	<b>59,619</b>	<b>19%</b>
<b>Maintenance:</b>								
Salaries	546,941	45,578	41,006	4,572	182,314	151,170	31,144	28%
Materials	117,981	9,832	14,026	(4,194)	39,327	43,854	(4,527)	37%
Contract Costs	630,610	52,551	81,877	(29,326)	210,203	263,505	(53,302)	42%
<b>Total</b>	<b>1,295,532</b>	<b>107,961</b>	<b>136,909</b>	<b>(28,948)</b>	<b>431,844</b>	<b>458,529</b>	<b>(26,685)</b>	<b>35%</b>
<b>General:</b>								
Police Services	106,680	8,890	10,255	(1,365)	35,560	41,770	(6,210)	39%
Insurance	47,392	3,949	5,147	(1,198)	15,797	19,700	(3,903)	42%
Employee Benefits	386,881	32,240	30,539	1,701	128,960	125,629	3,331	32%
Claim Costs	0	0	0	0	0	0	0	
Collection Loss	17,687	1,474	0	1,474	5,896	(100)	5,996	
<b>Total</b>	<b>558,640</b>	<b>46,553</b>	<b>45,941</b>	<b>612</b>	<b>186,213</b>	<b>186,999</b>	<b>(786)</b>	<b>33%</b>
<b>Total Operating Expenses</b>	<b>3,129,347</b>	<b>259,479</b>	<b>285,887</b>	<b>(26,408)</b>	<b>1,043,116</b>	<b>1,019,677</b>	<b>23,439</b>	<b>33%</b>
<b>Mortgage/HAP Payments:</b>								
Mortgage Interest	789,850	65,821	67,047	(1,226)	263,283	268,654	(5,371)	34%
Interest to City Loan	0	0	0	0	0	0	0	
<b>Total</b>	<b>789,850</b>	<b>65,821</b>	<b>67,047</b>	<b>(1,226)</b>	<b>263,283</b>	<b>268,654</b>	<b>(5,371)</b>	<b>34%</b>
<b>Other Expenses:</b>								
Extraordinary Maintenance	511,900	42,658	1,480	41,178	170,633	49,930	120,703	10%
<b>Total</b>	<b>511,900</b>	<b>42,658</b>	<b>1,480</b>	<b>41,178</b>	<b>170,633</b>	<b>49,930</b>	<b>120,703</b>	
<b>Total Expenses</b>	<b>4,431,097</b>	<b>367,958</b>	<b>354,414</b>	<b>13,544</b>	<b>1,477,032</b>	<b>1,338,261</b>	<b>138,771</b>	<b>30%</b>
<b>Operating Income before Dep</b>	<b>441,499</b>	<b>38,092</b>	<b>116,753</b>	<b>78,661</b>	<b>147,166</b>	<b>553,404</b>	<b>406,238</b>	<b>125%</b>
<b>Depreciation (paper expense)</b>	<b>578,269</b>	<b>48,189</b>	<b>55,389</b>	<b>(7,200)</b>	<b>192,756</b>	<b>221,556</b>	<b>(28,800)</b>	<b>38%</b>
<b>Operating Income after Depr</b>	<b>(136,770)</b>	<b>(11,398)</b>	<b>61,364</b>	<b>72,762</b>	<b>(45,590)</b>	<b>331,848</b>	<b>377,438</b>	

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**Unaudited Internal Budget Variance Report**  
**Independence Plaza**  
**For the Four Fiscal Months Ending October 31, 2015**

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	S/B 33% USED
<b>OPERATING INCOME:</b>								
Dwelling Rents	1,425,960	118,830	123,437	4,607	475,320	490,275	14,955	34%
Deficit Adjustment (City)	1,500,633	125,053	0	(125,053)	500,211	0	(500,211)	0%
Interest	2,000	167	695	528	667	695	28	35%
Other Income	21,600	1,800	1,062	(738)	7,200	9,130	1,930	42%
<b>Total Income</b>	<b>2,950,193</b>	<b>245,849</b>	<b>125,194</b>	<b>(120,655)</b>	<b>983,398</b>	<b>500,100</b>	<b>(483,298)</b>	<b>17%</b>
<b>OPERATING EXPENSES:</b>								
<b>Administrative:</b>								
Salaries	305,019	25,418	20,853	4,565	101,673	90,248	11,425	30%
Legal	18,075	1,506	352	1,154	6,025	1,290	4,735	7%
Travel/Training	8,800	733	1,558	(825)	2,933	2,761	172	31%
Publications	700	58	0	58	233	72	161	10%
Telephone	8,000	667	922	(255)	2,667	2,773	(106)	35%
Audit Fees	3,700	308	1,330	(1,022)	1,233	5,985	(4,752)	162%
Office Supplies	8,000	667	471	196	2,667	1,795	872	22%
Contract Costs	81,622	6,802	2,299	4,503	27,207	9,456	17,751	12%
Sundry	4,700	392	625	(233)	1,567	2,787	(1,220)	59%
<b>Total</b>	<b>438,616</b>	<b>36,551</b>	<b>28,410</b>	<b>8,141</b>	<b>146,205</b>	<b>117,167</b>	<b>29,038</b>	<b>27%</b>
<b>Tenant Services:</b>								
Salaries	23,764	1,980	2,006	(26)	7,921	7,806	115	33%
Tenant Activities	26,600	2,217	80	2,137	8,867	4,218	4,649	
<b>Total</b>	<b>50,364</b>	<b>4,197</b>	<b>2,086</b>	<b>2,111</b>	<b>16,788</b>	<b>12,024</b>	<b>4,764</b>	<b>24%</b>
<b>Utilities:</b>								
Water and Sewer	141,484	11,790	12,905	(1,115)	47,161	24,749	22,412	17%
Electricity	49,897	4,158	3,326	832	16,632	10,778	5,854	22%
Gas	21,463	1,789	1,833	(44)	7,154	5,499	1,655	26%
<b>Total</b>	<b>212,844</b>	<b>17,737</b>	<b>18,064</b>	<b>(327)</b>	<b>70,948</b>	<b>41,026</b>	<b>29,922</b>	<b>19%</b>
<b>Maintenance:</b>								
Salaries	356,730	29,728	23,826	5,902	118,910	94,465	24,445	26%
Materials	47,338	3,945	8,698	(4,753)	15,779	18,028	(2,249)	38%
Contract Costs	263,780	21,982	32,700	(10,718)	87,927	61,846	26,081	23%
<b>Total</b>	<b>667,848</b>	<b>55,654</b>	<b>65,224</b>	<b>(9,570)</b>	<b>222,616</b>	<b>174,339</b>	<b>48,277</b>	<b>26%</b>
<b>General:</b>								
Police Services	37,590	3,133	3,028	105	12,530	12,110	420	32%
Insurance	30,027	2,502	2,712	(210)	10,009	10,374	(365)	35%
Employee Benefits	249,144	20,762	16,112	4,650	83,048	66,781	16,267	27%
Collection Losses	0	0	0	0	0	0	0	
<b>Total</b>	<b>316,761</b>	<b>26,397</b>	<b>21,852</b>	<b>4,545</b>	<b>105,587</b>	<b>89,265</b>	<b>16,322</b>	<b>28%</b>
<b>Total Operating Expenses</b>	<b>1,686,433</b>	<b>140,536</b>	<b>135,636</b>	<b>4,900</b>	<b>562,144</b>	<b>433,821</b>	<b>128,323</b>	<b>26%</b>
<b>Mortgage Interest</b>								
Mortgage Interest	255,030	21,253	21,593	(341)	85,010	87,175	(2,165)	34%
<b>Total</b>	<b>255,030</b>	<b>21,253</b>	<b>21,593</b>	<b>(341)</b>	<b>85,010</b>	<b>87,175</b>	<b>(2,165)</b>	<b>34%</b>
<b>Other Expenses:</b>								
Extraordinary Maintenance	161,132	13,428	3,750	9,678	53,711	3,750	49,961	2%
<b>Total</b>	<b>161,132</b>	<b>13,428</b>	<b>3,750</b>	<b>9,678</b>	<b>53,711</b>	<b>3,750</b>	<b>49,961</b>	<b>2%</b>
<b>Total Expenses</b>	<b>2,102,595</b>	<b>175,216</b>	<b>160,979</b>	<b>14,237</b>	<b>700,865</b>	<b>524,746</b>	<b>176,119</b>	<b>25%</b>
<b>Operating Income before Dep</b>	<b>847,598</b>	<b>70,633</b>	<b>(35,785)</b>	<b>(106,418)</b>	<b>282,533</b>	<b>(24,646)</b>	<b>(307,179)</b>	<b>-3%</b>
<b>Depreciation (paper expense)</b>	<b>342,964</b>	<b>28,580</b>	<b>31,777</b>	<b>(3,197)</b>	<b>114,321</b>	<b>127,108</b>	<b>(12,787)</b>	<b>37%</b>
<b>Operating Income after Depr</b>	<b>504,634</b>	<b>42,053</b>	<b>(67,562)</b>	<b>(109,615)</b>	<b>168,211</b>	<b>(151,754)</b>	<b>(319,965)</b>	<b>-30%</b>

**Unaudited Budget Variance Report**  
**Section 8 Voucher Program**  
**For the Four Months Ending October 31, 2015**

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	YTD Budget	Y-T-D Actuals	YTD Variance	S/B 33% USED
<b>OPERATING INCOME:</b>								
HAP	22,506,848	1,875,571	1,990,234	114,663	7,502,283	7,838,455	336,172	35%
Dwelling Rents	0	0	0	0	0	0	0	0%
Administrative Fees	1,433,931	119,494	141,003	21,509	477,977	586,034	108,057	41%
Interest	0	0	243	243	0	243	243	0%
Other Income	5,580	465	300	(165)	1,860	300	(1,560)	5%
<b>Total Income</b>	<b>23,946,359</b>	<b>1,995,530</b>	<b>2,131,780</b>	<b>136,250</b>	<b>7,982,120</b>	<b>8,425,032</b>	<b>442,912</b>	<b>35%</b>
<b>OPERATING EXPENSES:</b>								
<b>Administrative:</b>								
Salaries	1,102,525	91,877	81,513	10,364	367,508	311,385	56,123	28%
Legal	11,030	919	1,612	(693)	3,677	4,576	(899)	41%
Travel/Training	13,000	1,083	4,681	(3,598)	4,333	11,448	(7,115)	88%
Publications	1,300	108	0	108	433	250	183	19%
Telephone	10,900	908	954	(46)	3,633	2,796	837	26%
Audit Fees	11,000	917	765	152	3,667	3,442	225	31%
Office Supplies	20,000	1,667	2,883	(1,216)	6,667	7,806	(1,139)	39%
Contract Costs	171,882	14,324	11,262	3,062	57,294	52,239	5,055	30%
Sundry	0	0	2,261	(2,261)	0	7,824	(7,824)	0%
<b>Total</b>	<b>1,341,637</b>	<b>111,803</b>	<b>105,931</b>	<b>5,872</b>	<b>447,212</b>	<b>401,766</b>	<b>45,446</b>	<b>30%</b>
<b>Tenant Services:</b>								
Salaries	0	0	0	0	0	0	0	
Tenant Activities	100	8	0	8	33	167	(134)	0%
<b>Total</b>	<b>100</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>33</b>	<b>167</b>	<b>(134)</b>	<b>0%</b>
<b>Utilities:</b>								
Water and Sewer	371	31	172	(141)	124	452	(328)	122%
Electricity	8,823	735	633	102	2,941	2,062	879	23%
Gas	516	43	35	8	172	105	67	20%
<b>Total</b>	<b>9,710</b>	<b>809</b>	<b>840</b>	<b>(31)</b>	<b>3,237</b>	<b>2,619</b>	<b>618</b>	<b>27%</b>
<b>Maintenance:</b>								
Salaries	0	0	0	0	0	0	0	
Materials	4,578	382	165	217	1,526	415	1,111	0%
Contract Costs	17,250	1,438	2,740	(1,303)	5,750	12,398	(6,648)	0%
<b>Total</b>	<b>21,828</b>	<b>1,819</b>	<b>2,905</b>	<b>(1,086)</b>	<b>7,276</b>	<b>12,813</b>	<b>(5,537)</b>	<b>59%</b>
<b>General:</b>								
Police Services	15,960	1,330	998	332	5,320	3,990	1,330	25%
Insurance	4,185	349	323	26	1,395	1,295	100	31%
Employee Benefits	400,703	33,392	29,857	3,535	133,568	115,538	18,030	29%
Claim Costs	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>420,848</b>	<b>35,071</b>	<b>31,178</b>	<b>3,893</b>	<b>140,283</b>	<b>120,823</b>	<b>19,460</b>	<b>29%</b>
<b>Total Operating Expenses</b>	<b>1,794,123</b>	<b>149,510</b>	<b>140,854</b>	<b>8,656</b>	<b>598,041</b>	<b>538,188</b>	<b>59,853</b>	<b>30%</b>
<b>HAP Payments:</b>								
HAP	22,506,848	1,875,571	1,972,693	(97,122)	7,502,283	7,890,243	(387,960)	35%
<b>Total</b>	<b>22,506,848</b>	<b>1,875,571</b>	<b>1,972,693</b>	<b>(97,122)</b>	<b>7,502,283</b>	<b>7,890,243</b>	<b>(387,960)</b>	<b>35%</b>
<b>Other Expenses:</b>								
Extraordinary Maintenance	0	0	0	0	0	0	0	0%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Total Expenses</b>	<b>24,300,971</b>	<b>2,025,081</b>	<b>2,113,547</b>	<b>(88,466)</b>	<b>8,100,324</b>	<b>8,428,431</b>	<b>(328,107)</b>	<b>35%</b>
<b>Operating Income before Dep</b>	<b>(354,612)</b>	<b>(29,551)</b>	<b>18,233</b>	<b>(11,318)</b>	<b>(118,204)</b>	<b>(3,399)</b>	<b>114,805</b>	<b>1%</b>
<b>Depreciation (paper expense)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Operating Income after Depr</b>	<b>(354,612)</b>	<b>(29,551)</b>	<b>18,233</b>	<b>(11,318)</b>	<b>(118,204)</b>	<b>(3,399)</b>	<b>114,805</b>	<b>1%</b>

26



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Date: November 18, 2015

RE: Quarterly Investment Report

## BACKGROUND

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

## DISCUSSION

The month-end report reflects the investment of cash for the operating and reserve funds. These investments have been made in full compliance with the provisions of the Housing Authority's approved investment policy. 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.

The following is the schedule of investments as of September 30, 2015:

Investment Type	Issued By	Purchase Date	Maturity Date	Rate of Return	Amount
State	California	Open	On Demand	0.32%	\$31,862,807
Investment Pool	Agency Investment Fund (LAIF)				

## RECOMMENDATION

It is recommended that the Board of Commissioners accept the report on the Housing Authority's investment portfolio as of September 30, 2015.

Respectfully submitted,

Vanessa M. Cooper  
Executive Director



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Date: November 18, 2015

Re: Approve an increase of 5% in the Executive Director's Compensation Per  
2014 Contract, Effective the Next Payroll after October 21, 2015

## BACKGROUND

The Executive Director's 2014 contract includes the following language regarding performance related increases:

*"Salary increases, if any, in the second and subsequent years of this Agreement shall be based upon performance. During the first year of her employment, and after completion of approximately six (6) months, Cooper and the Authority shall jointly establish objective verifiable measures of her performance to be completed during the first year. The Parties agree to conduct and complete an annual review of Cooper's performance no later than thirty (30) days after the anniversary of the Effective Date. If, after the first year of employment, Cooper has a "meets expectations" or better rating on her annual performance evaluation and she meets or exceeds the mutually agreed upon objective verifiable measures, she shall receive an annualized increase in her salary for the second year of employment of five percent (5%), subject to the availability of such funds in accordance with the usual and customary annual budget approval process. Such five percent (5%) increase shall be in effect on the next payroll date following the completion of Cooper's performance review. In the event Cooper's salary increase is postponed due to budget delays or lack of funding, it shall be retroactive to the date it would have become effective once the budget is approved and funding made available."*

## DISCUSSION

The evaluation process for the Executive Director took place in September 2015 and concluded at the Board meeting on October 21, 2015 where it was determined that the Executive Director "met expectations" per the contract.

## FINANCIAL IMPACT

The increase was included in the 2015-16 budget.

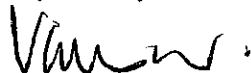
Honorable Chair and  
Members of the Board of Commissioners

November 18, 2015  
Page 2 of 2

RECOMMENDATION

Staff recommends that the Board approve an increase of 5% in the Executive Director's compensation per the 2014 contract, effective the next payroll after October 21, 2015.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared by: Tonya Schuler, Senior Management Analyst

Date: November 18, 2015

Re: Quarterly Police Report

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## BACKGROUND

The Housing Authority budget for this fiscal year provides for community policing services. This report on those services covers the first quarter of this fiscal year (FY2016) from July 1 to September 30, 2015. The Police Department uses the calendar year; therefore, the data provided by the Police Officers refer to the 3<sup>rd</sup> Quarter 2015.

## DISCUSSION

Attached as Exhibit A are the quarterly statistics provided by the officers compiled into chart form showing the number of reports written and arrests made during this quarter of the fiscal year. These reports indicate that the number of reports written on Housing Authority properties made up 2.3 percent of the total number of reports written city wide and 1.5 percent of the arrests. The population of Housing Authority properties in relation to the city as a whole is 1.7 percent; therefore, the level of police report activity and the number of arrests are more than would be expected for a population of this size.

The Senior Property Manager meets frequently with the two assigned officers to determine if households are in non-compliance with their lease, and if so, enforces the lease. The Senior Property Manager is reviewing incident reports from the police officers to determine appropriate next steps which involve the Resident Managers.

Exhibit B provides a visual indication of the comparison of this activity and also is used to identify potential trends. For ease of comparison, the number of reports written on Housing Authority properties has been multiplied by 50 so that they can be compared



with the much larger numbers for the city as a whole. This chart demonstrates that activity on Housing Authority properties tends to be less predictable than the city.

Staff will continue to review the statistics regularly to determine if any negative trends are developing and to address any issues as quickly as possible.

FINANCIAL IMPACT

The services provided are a budgeted item and this reporting is part of the Services agreement.

RECOMMENDATION

This report is provided for information only.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/tms

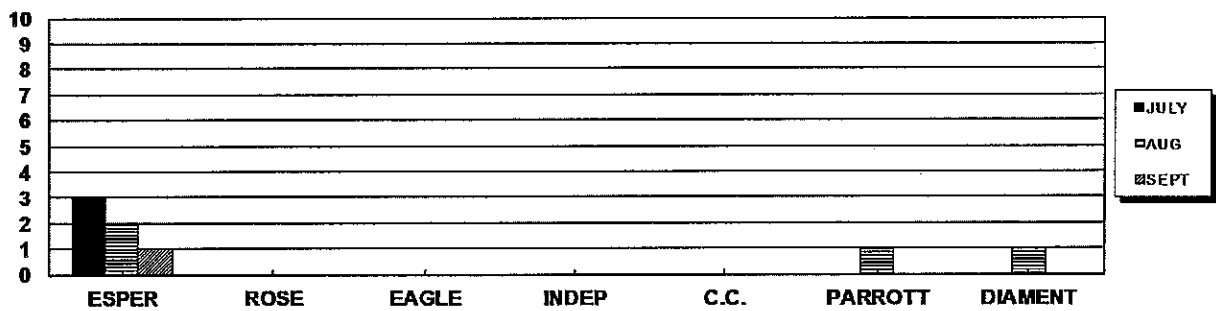
Attachments:

- A. Police Reports and Arrests Charts for 3<sup>rd</sup> Quarter of 2015
- B. Police Activity Comparison over a Two-year Period

cc: Officer Joshua Ramirez  
Officer Dustin Lorensen

3RD QUARTER 2015		ARRESTS								
RD	114	144	145	146	124	212	349	AHA	CITY	
	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROTT	DIAMENT	TOTAL	TOTAL	
MURDER	0	0	0	0	0	0	0	0	0	
% CITY	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A		
RAPE	0	0	0	0	0	0	0	0	0	
% CITY	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A		
ROBBERY	0	0	0	0	0	0	0	0	5	
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
ASSAULT	1	0	0	0	0	1	0	2	41	
% CITY	2.4%	0.0%	0.0%	0.0%	0.0%	2.4%	0.0%	4.9%		
BURG	0	0	0	0	0	0	0	0	15	
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
THEFT	0	0	0	0	0	0	0	0	16	
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
VEH THFT	1	0	0	0	0	0	0	1	5	
% CITY	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%		
NARC	1	0	0	0	0	0	1	2	31	
% CITY	3.2%	0.0%	0.0%	0.0%	0.0%	0.0%	3.2%	6.5%		
INTOX	0	0	0	0	0	0	0	0	73	
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
VANDAL	0	0	0	0	0	0	0	0	1	
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
OTHER	3	0	0	0	0	0	0	3	362	
% CITY	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%		
<b>TOTAL</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>8</b>	<b>549</b>	
<b>% CITY</b>	<b>1.1%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.2%</b>	<b>0.2%</b>	<b>1.5%</b>		

**AHA ARRESTS 3RD QUARTER 2015**

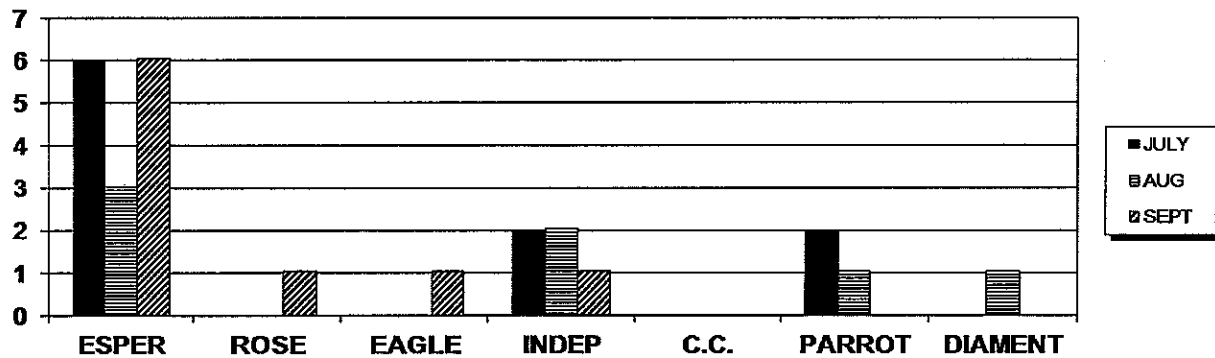


	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROTT	DIAMENT	TOTAL
JULY	3	0	0	0	0	0	0	3
AUG	2	0	0	0	0	1	1	4
SEPT	1	0	0	0	0	0	0	1
<b>TOTAL</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>8</b>



3RD QUARTER 2015		CRIME REPORTS							
RD	114	144	145	112	124	212	325	AHA	CITY
	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROT	DIAMENT	TOTAL	TOTAL
MURDER	0	0	0	0	0	0	0	0	1
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
RAPE	0	0	0	0	0	0	0	0	0
% CITY	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	
ROBBERY	0	0	0	0	0	0	0	0	16
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
ASSAULT	1	0	0	0	0	2	0	3	98
% CITY	1.0%	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%	3.1%	
BURG	0	0	0	0	0	0	0	0	66
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
THEFT	0	0	0	0	0	0	0	0	276
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
VEH THFT	1	0	1	0	0	0	0	2	87
% CITY	1.1%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	2.3%	
NARC	2	0	0	0	0	0	0	2	20
% CITY	10.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	
INTOX	0	0	0	0	0	0	0	0	77
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
VANDAL	2	0	0	0	0	0	0	2	69
% CITY	2.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.9%	
OTHER	9	1	0	5	0	1	1	17	372
% CITY	2.4%	0.3%	0.0%	1.3%	0.0%	0.3%	0.3%	4.6%	
<b>TOTAL</b>	<b>15</b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>26</b>	<b>1082</b>
<b>% CITY</b>	<b>1.3%</b>	<b>0.1%</b>	<b>0.1%</b>	<b>0.4%</b>	<b>0.0%</b>	<b>0.3%</b>	<b>0.1%</b>	<b>2.3%</b>	

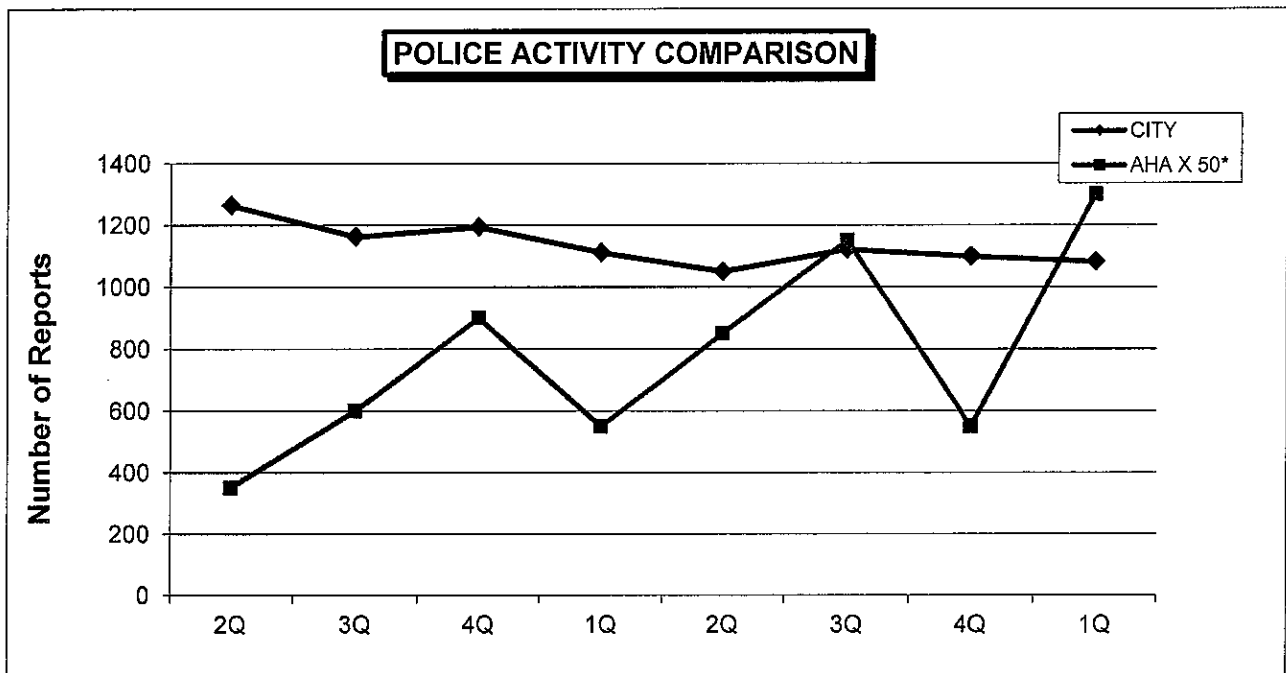
**AHA REPORTS 3RD QUARTER 2015**



	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROT	DIAMENT	TOTAL
JULY	6	0	0	2	0	2	0	10
AUG	3	0	0	2	0	1	1	7
SEPT	6	1	1	1	0	0	0	9
<b>TOTAL</b>	<b>15</b>	<b>1</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>26</b>

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

	2Q FY14	3Q FY14	4Q FY14	1Q FY15	2Q FY15	3Q FY15	4Q FY15	1Q FY16
CITY	1264	1163	1194	1112	1050	1122	1099	1082
AHA X 50*	350	600	900	550	850	1150	550	1300
AHA	7	12	18	11	17	23	11	26



\* Note: Housing Authority numbers are multiplied by 50 to make it possible to compare with the much larger numbers for the City as a whole.

management analyst (Reports/Property Management/Police Reports/Quarterly Trend Chart)  
10/27/2015



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared by: Tonya Schuler, Senior Management Analyst

Date: November 18, 2015

Re: Records Disposition

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## BACKGROUND

The Records Retention Policy and Procedure require the Executive Director to authorize the destruction of public and business records in accordance with Housing Authority policy. Approval for destruction does not need to be secured prior to disposing of working drafts and originals of documents that have been scanned and stored electronically. The Executive Director will also provide a written list of records that have been destroyed to the Board of Commissioners on an annual basis. This list shall not include any names of tenants and/or participants.

## DISCUSSION

The Housing Authority set aside a day to review records in retention and dispose of any records that were allowed under the Records Retention Policy. Attachment A shows the records that were disposed of in October and November 2015.

## FINANCIAL IMPACT

There is no direct financial impact of these policy changes.

## RECOMMENDATION

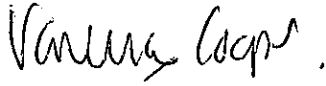
For information only under the Records Retention Policy.



Honorable Chair and  
Members of the Board of Commissioners

November 18, 2015  
Page 2 of 2

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/tms

Attachments: Attachment A - Records Destroyed



Description of Contents	Record Retention Date (year)	Date Disposed
Payroll records 1982-1992	1999	October-15
Payroll records 1989-1996	2005	October-15
Payroll records 1990-1991, 2001	2008	October-15
Payroll records 1991, 1999, 2000	2007	October-15
Payroll records 2002, 2007, 2006	2014	October-15
Payroll records 1986-2005	2012	October-15
Payroll records 1984-1995	2002	October-15
Payroll records 1985-2003	2010	October-15
IP MR Cancelled Apps, 1/06-1/09	2014	October-15
Port-In & Annuals 2011/ 1st Q 2012	2015	October-15
HQS 2007-2010	2013	October-15
Phone Msg books 2005-2012	2014	October-15
Misc. WL Docs 2003-2010. 2012 interims	Sep-15	October-15
Pre- 2007 Home	2012	October-15
2012 Pre-apps Incomplete	2014	October-15
Old files	2000	October-15
2005 Annuals, 2006-2009 home	2014	October-15
Client survey	2010	October-15

DISPOSITION LOG FOR BOC  
NOVEMBER 18, 2015

Description of Contents	Record Retention Date (year)	Date Disposed
Home reports	2014	October-15
Reexam list	2010	October-15
Reexam list	2012	October-15
Reexam list	2011	October-15
IP Insp. Repts	2012	October-15
2012 Annuals	Sep-12	October-15
Old management files	2000	October-15
NAS Reports		October-15
2009-2010 phone book	2012	October-15
2003-2009 WL info	2014	October-15
2009 WL purge	2012	October-15
2009 WL purge	2012	October-15
2008 WL Purge	2011	October-15
Expired FSS files 1995-2006	2009	October-15
Expired FSS files 1995-2007	2009	October-15
2005-06 WL Purge	2009	October-15
2011 Interims	2014	October-15
2011 Interims	2014	October-15

DISPOSITION LOG FOR BOC  
NOVEMBER 18, 2015

Description of Contents	Record Retention Date (year)	Date Disposed
2011 Interims	2014	October-15
Unit Inspections 2011, Feb - 2012	2015	October-15
Port Move-In & transfers 2011, Q1 2012	2015	October-15
Unit transfer & new admissions 2011, Q1 2012	2015	October-15
Communication pertaining to WL prior to 2009	2012	October-15
2011 outreach letter copies	2014	October-15
Police records	2010, 2011, 2012	October-15
Informal hearing decisions 2002-05	2008	October-15
Informal hearing decisions 1997-2001	2004	October-15
2003 WL outreach	2006	October-15
2006 cancelation letters	2009	October-15
Invoices 2008	2012	October-15
2005 WL outreach	2008	October-15
2004 correspondence	2007	October-15
Informal hearing 2006-08	2011	October-15
Purchase orders/ invoices 2005-08	2012	October-15
Unsuccessful bids 2004-05	2006	October-15
Property management new move-in files 2011	2014	October-15

Description of Contents	Record Retention Date (year)	Date Disposed
Pre- 2006 Redevelopment home buyer	2011	October-15
2011-2012, pre-Oct Port/ Bills		October-15
EMP 2003	2013	October-15
Denied Applications 2011-2012, pre-Oct	2015	October-15
2011 Interims	2014	October-15
2011-2012, pre-Oct. ESP Denied Pre-apps	2015	October-15
2011 Calendars/ training papers	2013	October-15
2011-2012, pre-Oct. HQS Inspections	2015	October-15
2006-2011 Denied applications	2014	October-15
Agency Plan, 1996-2008	2013	October-15
Closed Loan Portfolio, 2005-2010 pre-Oct	2015	October-15
Personnel files, terminated employees 2008 & earlier	2015	October-15
Personnel files, terminated employees 2008 & earlier	2015	October-15
Personnel records, safety training, medical files, Worker's Comp, Employee Survey	2015	October-15
EMP 2002	2012	October-15
BOC Packets 2005		October-15
Form 700, 2005 & 2006	2014	October-15
CDBG closed loans, pree-2011	2015	October-15



Description of Contents	Record Retention Date (year)	Date Disposed
Payroll, 1989-1996	2003	October-15
Santa Clara & Regent Old or Duplicate docs, 1997-2005	2007	October-15
Payroll, 1984-1986	1993	October-15
Rehabilitation files, 2002	2012	October-15
WL Removal pre-Oct 5, 2012	2015	October-15
EMP 2005	2015	October-15
EMP 2004	2014	October-15
EMP 2002	2012	October-15
HQS Billing, 2011 pre-Oct	2015	October-15
EMP 2004	2014	October-15
CDBG Bessie Coleman 2005		October-15
RRAC 2005-2012	2015	October-15
NAS Working Files 1997-2002	2004	October-15
EMP 2003	2013	October-15
EMP 2004	2014	October-15
PROJECT FOLDERS (JULY 08 - APR 09), FYE 2009	9/30/2015	October-15
PROJECT FOLDERS (MAY 09 - JUNE 09) / DEPOSIT REGISTER FYE 2009	9/30/2015	October-15
PAYROLL TIMESHEETS, 2008-2009	9/30/2015	October-15

DISPOSITION LOG FOR BOC  
NOVEMBER 18, 2015

Description of Contents	Record Retention Date (year)	Date Disposed
SEC-8 PAPERS (ACCOUNTS PAYABLE), 2008-2009	9/30/2015	October-15
ACCOUNTS PAYABLE, 2008-2009	9/30/2015	October-15
ACCOUNTS PAYABLE, 2008-2009	9/30/2015	October-15
ACCOUNTS PAYABLE, 2008-2009	9/30/2015	October-15
BOARD OF COMMISSIONER REPORTS & HOUSING COMMISSIONER REPORTS	9/30/2015	October-15
OLD FILES, PRIOR TO MARCH, 2005	9/30/2015	October-15
OLD FILES, PRIOR TO MARCH, 2005	9/30/2015	October-15
OLD FILES, PRIOR TO MARCH, 2005	9/30/2015	October-15
OLD FILES, PRIOR TO MARCH, 2005	9/30/2015	October-15
CANCELED CHECKS, 2009	9/30/2015	October-15
CANCELED CHECKS, 2009	9/30/2015	October-15
Payroll records 1984-1986	12/1/1993	October-15
Payroll records 1987-1988	12/1/1995	October-15
Payroll records 1989-1991	12/1/1998	October-15
Payroll records 1992-1994	12/1/2001	October-15
Payroll records 1995-1996	12/1/2003	October-15
Payroll records 1997-2000	12/1/2007	October-15
Payroll records 2001-2002	12/1/2009	October-15

DISPOSITION LOG FOR BOC  
NOVEMBER 18, 2015

Description of Contents	Record Retention Date (year)	Date Disposed
Payroll records 2003-2004	12/1/2011	October-15
Payroll records 2005-2006	12/2/2013	October-15
Payroll records 2007	12/3/2014	October-15

\* Payroll records include: payroll journal, input sheets, timesheets, w2's, various payroll reports, tax filing, reports.



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared by: Tonya Schuler, Senior Management Analyst

Date: November 18, 2015

Re: Amend Property Management Policy

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## BACKGROUND

The Policy for Management of Authority-owned Properties (Property Management Policy) provides guidance to staff in administering its housing stock.

## DISCUSSION

The very-low units at Independence Plaza are available for households whose income is less than 50% of the area median income (AMI) and the low units are available for households whose income is less than 80% of AMI, so this revision clarifies this eligibility requirement. The regulatory agreement for Independence Plaza requires 65 affordable units of which 29 must be for households whose income is less than 50% of AMI. Currently, the Housing Authority has 90 units with the rent set at the very-low level and an additional 36 units with the rent set at the low-income level. The suggested revisions allows the Housing Authority to start reducing the number at the very-low rent level over time as the rent for these units is set at a rent of \$500 for a 1-bedroom, and cause a need for a greater subsidy to be paid out of a set amount of funds. In the past, units at Independence Plaza were assigned a designation of very-low or low and only families who met this criteria were housed in that specific unit. As there is only one Affordable Wait List, this meant that many times, staff were having to begin the eligibility process with many families before finding one that met the two sets of qualifications. The first of having income less than 50% of AMI and the second of having an income level between 51% and 80% of AMI. If families did not fall into the specific category, the family was skipped and eligibility processing started on another family. This results in a lot of "lost" productivity in the eligibility department. Most times, the skipped family's eligibility had to be redone when an appropriately sized unit became available as too much time had passed since the eligibility determination. This revision allows the family



at the top of the wait list to be housed in the available unit at their income level. Staff will monitor the number of units at the very-low and low levels, and if this gets very far off the target, then staff may begin income targeting admissions again.

This revision also removes the necessity to rent only large units to "market rate" tenants and the smallest units to the "very-low" tenants. Assisted housing should be "comparable" to unassisted housing, so this revision removes the discussion of transferring Independence Plaza residents to other units based on the physical size of the unit and their assistance category.

Due to the high volume of applications received during wait list openings, the Housing Authority is planning all wait lists openings to be electronic in the future. The Administrative Plan was already revised to clearly allow for the submission of applications electronically. The Property Management Policy was ambiguous in its language as the language was such that every application had to receive a time and date stamp upon return to the Housing Authority. With online applications, the documents are not returned to the Housing Authority's office by the applicant, so the wording surrounding applications was made to allow for online applications and to allow the wait list announcement to set forth certain perimeters such as the method to request reasonable accommodations and the method of application submission.

The Family preference is being revised to match the one used in the Housing Choice Voucher program by removing the preference for having more than one person in the household. The Policy requires a family to be appropriately housed, so this preference does not logically follow, but the preference will still give additional preference points to a family who meets the definition of an elderly or disabled household.

This revision also allows staff to house the first ready family as long as the families above the first-ready family were outreached at the same time or before the first-ready family. It also allows the Housing Authority to house families displaced by modernization work on Housing Authority units into other units, with a wait list, owned by the Housing Authority.

This revisions changes the verifications needed for the Residency Preference and a self-owned business to reflect the requirements in the Administrative Plan except it removes the option of establishing homelessness in the City of Alameda by staying in a shelter that is located in the City as the only shelters discriminate based on gender. The removal of this verification option removes a disparate impact on a protected class.

The establishment of rents helps determine the viability of the projects and allows for funds to be raised for capital improvements. The rents for the "Market Rate" units are not set at a true market rent while the other non-subsidized units have families being housed that are over 120% of the AMI. This revisions allows the Housing Authority to determine if rents should be capped by the market, by the payment standard, by the Low Income Housing Tax Credit maximum rent, or by the lower HOME rents rather than setting the limit always at the lowest HOME rent. This revision also clarifies a regulatory requirement to raise all rents under a project-based voucher contract at the same time.



This revision also allows for a family to qualify for the very-low unit if their income is only 1.75 times the rent on condition that 1) the family has assets under \$5,000 and 2) the family's only source of income is Social Security.

In practice, staff executes 12-month leases with tenants rather than month-to-month. This provides security on both sides of knowing the residency is for one year unless there is cause. This revisions brings the plan into conformance with practice, allowing staff to sign year leases with all tenants and not just based on the assistance that is or is not tied to the unit or tenant.

This revision provides clarification that when adding additional household members, the necessity of granting a reasonable accommodation is for the existing family members and not the proposed ones. It also limits the addition of family members to the application to the same restrictions in the Housing Choice Voucher program - birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or a reasonable accommodation for an existing family member.

It is also suggested we update the Appendices as we have designated additional manager units and need to provide clarification on unit restrictions. This revision updates and labels the Grievance Process to make clear that this process is not intended to be substituted for a court process if the notice to vacate has been issued prior to the receipt of the complaint.

Corrects some typographical errors, redundancy issues, and title or structural changes. It also fixes the number on the Table of Content (not included in the attachment).

#### FINANCIAL IMPACT

There is not direct financial impact of these policy changes.

#### RECOMMENDATION

Staff recommends adoption of the proposed changes to the Policy for Management of Authority-owned Properties.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/tms

Attachments: Exhibit A – Proposed Amendment to Managed Housing Policy 2015-02



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Property Management Policy Amendment 2015-02

Program: Property Management

Effective Date: November 18, 2015

Purpose: This amendment to the Property Management Policy revises and clarifies wait list administration in preparation of all Housing Authority wait lists being opened electronically in the future. It also clarifies the operation of the Affordable units at Independence Plaza and the filling of the units. Updates the Property Management Policy to reflect changes made to the Administrative Plan. Corrects typographical errors and changes in structure or titles, and provides clarification on some policies that frequently raised questions by tenants in owned units.

Proposed deletions are struck-out and proposed additions are underlined.

1. Revise Section 4.1 to clarify the eligibility requirements for units at Independence Plaza.

#### 4.1 Occupancy Limits

The maximum number of household members who can reside in the unit without a reasonable accommodation will be two people per bedroom with one additional person in the living space.

<u>No. of Bedrooms</u>	<u>Minimum No. of Persons</u>	<u>Maximum No. of Persons</u>
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

The minimum number of persons in a Property Management unit with no assistance is one person per bedroom. For units with assistance such as the HOME units, Project-Based Voucher units, and very-low (50% of Area Median Income [AMI]) and low-income (80% of AMI) units at Independence Plaza, the minimum and maximum persons in the unit may be further restricted due to the program rules governing the unit. The most restrictive requirements will apply.

A Live-in Aide in most cases will be allocated one bedroom where available. The family of a Live-in Aide also may occupy the unit if overcrowding does not result, but the Live-in Aide and family will only be allocated one bedroom.

The subsidy standards for HOME units will be a unit with the fewest number of bedrooms that meets the following occupancy standard:

- One bedroom for each two persons within the household, except in cases of reasonable accommodation.

2. Revise Section 4.2 to allow Immediate transfers.

For purposes of fulfilling Reasonable Accommodation requests, and emergency transfers (such as for issues covered under VAWA), and immediate administrative transfers, the Executive Director or designee can approve a transfer into a vacant unit operated under a different wait list.

3. Revise Section 5.1 to allow for online applications and a lottery system.

## 5.1 Application Process

For the Section 8 waiting lists, refer to the Administrative Plan.

As the need arises, the Housing Authority will open the applicable site-based Affordable waiting list or Independence Plaza (IP) Market Rate list to accept pre-applications or applications (both referred to as "applications" throughout this Policy). The Housing Authority may take applications in a variety of ways, including:

- Open enrollment, or
- First-come, first-served, or
- A lottery system to add a specific number of applicants to a waiting list.

When opening a waiting list, the Housing Authority will provide all relevant information, including dates and times applications will be accepted, what



preferences may be claimed, and any criteria specific to a unit or complex (e.g., applicants for all IP units must have a head of household that is 62 years of age; other family members must be at least 55 years of age).

Persons with disabilities who require a reasonable accommodation to complete an application may request an accommodation as specified in the waiting list announcement which may include mailing or e-mailing a request. Completed applications will be notated with a date and time of submission to the Housing Authority if the date and time was the method of ordering outlined in the waiting list announcement. The Housing Authority will specify the method of submission in the announcement, which may include online submissions. In the case of a lottery, the order in which the Applicants are randomly selected will be used in lieu of the date and time received for waiting list placement.

When the Independence Plaza Affordable waiting list is reopened after a closure, tenants residing in Market Rate units will be given the opportunity to complete an application. If the Market Rate tenant completes an application, the tenant will be placed on the waiting list in order by date and time or random lottery according to the process that the waiting list will be ordered.

4. Revise Section 5.2 to enforce the fact that there is only one affordable wait list at Independence Plaza for the subsidized units and to clarify that all units at Sherman Street are under the HOME program.

## **5.2 Waiting Lists**

The Housing Authority maintains several waiting lists:

- Section 8 Housing Choice Voucher – Refer to the Administrative Plan.
- Section 8 Project-based Voucher lists – Refer to the Administrative Plan.
- Independence Plaza Affordable – This list is used to fill the units designated for seniors with income below 80% of AMI.
- China Clipper Plaza Affordable – This list is used to fill non-Section 8 HOME units at this site.
- Condos Affordable – This list is used to fill the seven condominiums in the HOME program. These units are for seniors only.
- Lincoln House Affordable – This list is used to fill HOME units at this site.
- Sherman Street Affordable – This list is used to fill HOME units at this site.

- Independence Plaza (IP) Market Rate – This list is specifically used to fill units not designated as “affordable” at Independence Plaza, the “market rate” units. These units are income capped at 120% of AMI.

5. Revise Section 5.3 to change the definition of Family Preference as already accomplished in a revision to the Administrative Plan. To change the order in which families may be placed into units at Independence Plaza.

### **5.3 Placement on the Waiting List**

When the family is selected for placement on the waiting list, the Housing Authority will notify the family in writing of its placement. In the event two or more Applicants with identical preferences are placed on the waiting list, their order of selection will be determined by the date and time of application or by the order in which the family was randomly selected in the lottery process.

Applicants are assigned preference points that aggregate for each waiting list. For the Section 8 waiting lists, refer to the Administrative Plan. For the Affordable waiting lists, the ranking is as follows:

1. Residency preference. Any person living, working, or staying in a homeless shelter in the city of Alameda. (6 points)
2. Family preference. Any person who is a senior (62 years of age or older) or a family where the head of household or spouse is disabled. (3 points)
3. Veteran's preference. This preference applies to a member of the military, a veteran who was discharged or released under conditions other than dishonorable, or a surviving spouse (i.e., as defined by the Department of Veteran Affairs.) (2 points)

The Housing Authority will maintain the number of very-low units required by the agreement for the funding for IP (29 very-low units) and total affordable units (65 very-low and low units). The Housing Authority will house families off the IP affordable list according to their verified income level subject to meeting regulatory requirements. The Housing Authority may change the unit mix based on funding needs and future funding needs.

For the IP Market Rate list, there are two preferences, the residency preference and the veteran's preference. The same point values apply.

Waiting lists are separate. Placement on one list does not deny a person from applying for placement on another list.

6. Revise Section 5.4 to clarify changes must be in writing.

#### **5.4 Reporting Changes**

Applicants must report changes in family composition, income, or preference factors in writing. The Housing Authority will annotate the Applicant's file. The Housing Authority also will update the Applicant's preferences or family composition which could affect the family's place on the waiting list(s) (e.g., moving from Alameda will result in the loss of the residency preference, moving to or obtaining a job in Alameda will result in gaining the residency preference.)

The Housing Authority will not allow family members to be added to an application unless it is due to birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or a reasonable accommodation for an existing family member.

7. Revise Section 5.5 to allow families to be housed on a first-completed status.

#### **5.5 Selecting Families from the Waiting List**

The Housing Authority has developed this selection process to ensure that Applicants on the waiting list are selected fairly. This policy prohibits discrimination and favoritism toward friends or relatives, or other situations in which there may be a conflict of interest.

The second phase of the application process takes place when the family nears the top of the waiting list. The Housing Authority will ensure that verification of preferences, income, suitability and other selection factors are current to determine the family's final eligibility for tenancy in a Housing Authority-owned unit.

If multiple families are selected from the waiting list at the same time, the family whose file is complete first may be offered the available unit, but the applicants with a higher waiting list position must have been outreached to prior to or at the same time as the selected family.

The family must sign the Authorization for Release of Information/Privacy Act Notice and the Applicant's/Tenant's Consent to the Release of Information forms. A family's refusal to sign these consent forms and to supply required information will result in denial of eligibility.

If a family does not qualify for a claimed preference, the family will be returned to the appropriate place on the applicable waiting list. The Housing Authority will notify the family in writing of this determination.

8. Revise Section 8.1 to provide clarity on when a Market Rate unit holder would receive an Affordable unit

## 8.1 Eligibility Criteria

### 1. Program Requirements.

- a. Income Eligibility. A family may not be admitted to any property management complex without meeting the income requirements with some exceptions for Independence Plaza. Income eligibility varies with the housing program, generally because of the type of funding used to finance the purchase of the complex.

Applicants for units without voucher assistance should have income that is equal to twice the monthly rent amount.

Applicants for units at Independence Plaza for unassisted and low-income should have income that is equal to twice the monthly rent amount. Applicants for very-low units with assets less than \$5, 000 and whose income is only Social Security may qualify with if their income is greater than 1.75 times the rent. Applicants, who are on both the Affordable and Market Rate Waiting Lists, may choose to take the first available unit, a market rate unit, with a rent that exceeds 50 percent of his/her income while continuing to wait for their name to reach the top of the affordable wait list. In other cases, income may appear to be too low; however, if the applicant has assets sufficient to draw upon to cover rent for a reasonable period of time, the income requirement will be met.

9. Revise Section 11.2 to require the same documents from Property Management applicants as voucher applicants in verifying the Residency Preference. Also,

removes the option to establish residence preference by staying a shelter only in the City of Alameda as this has a disparate impact on a protected class (gender).

## **11.2 Preferences**

**Residency Preference.** The Housing Authority will verify a residency preference claimed by an applicant using:

Applicant must provide one items from Category A and one from Category B. If the applicant cannot provide one from Category A, then two documents from Category B may be accepted by staff or alternate documentation in extenuating circumstances such as homelessness:

- Category A:
- Lease
- Driver's License
- Title to property
- Category B:
- 3 consecutive utility bills (including telephone, but not cell phone bill)
- Tax return for the period of residency
- Car registration (if the items from Category A is not a driver's license)
- Other government documentation (e.g. Social Security benefit letter)

If, at the time of application, the applicant's last permanent address was in the City of Alameda, the applicant will be given the residency preference.

10. Revise Section 11.3 to align the Property Management Policy with the Administrative Plan in verification of Business Income.

## **11.3 Income**

Income reported by the family will be verified. Social security numbers are gathered to verify employment or other sources of income. The definition of annual income found at 24 CFR 5.609 will be used in the calculation of annual income for determinations of eligibility.

**Earned Income.** Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

**Business and Self-Employment Income.** Business owners and self-employed persons will be required to provide all of the following:

- An audited financial statement for the previous fiscal year if an audit was conducted.
- A profit and loss statement for the last 12 months or the length of the business being in operation. The business owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes for the preceding two years.
- Bank statements for the last 12 months.

The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the Housing Authority may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three months, the Housing Authority will accept the family member's certified estimate of income and schedule an interim reexamination in three months. If the family member has been self-employed for three to 12 months the Housing Authority will require the family to provide documentation of income and expenses for this period and use that information to project income.

11. Revise Section 12.1 to remove numeric requirements of Affordable units at Independence Plaza and to allow units not under rent limitations to be set appropriately.

## **12.1 Rent Amount**

Because funding sources are different for the following units, the rents are determined in the following manner:

HOME Units (various locations): These units have rents that cannot exceed the HUD-established HOME rents for these units. The Section 8 utility allowance applies.

Independence Plaza Affordable Units: Local Tax Increment – There are flat rents regulated by State law (Health and Safety Code, Section 50053) for the units designated for very low-income and low-income applicants.

Market Rate Units: Annually, a market survey will be conducted and reasonable, comparable rents will be established. Also, the rents for units not restricted under an affordability requirement will be set at a reasonable level, either in-line with the market, the Low Income Housing Tax Credit (LIHTC) maximum rent, the HOME High Rent if applicable, or the Housing Choice Voucher payment standard minus a utility allowance.

Contract Rents for Project-Based Units or Units Occupied by Housing Choice Voucher holders. Rents are set by the Housing Authority's HUD-approved independent entity (currently the Oakland Housing Authority) following HUD guidelines for rent reasonableness, the Housing Authority payment standards and utility allowances.

12. Revise Section 13.1 to bring the policy in line with practice of issuing 12-month leases.

### **13.1 Execution of Rental Agreement**

The Housing Authority will enter into 12-month Rental Agreements with Applicants for HOME units and PBV units, and for units with HCV participants. After the initial 12-month period, the rental agreement will be on a month-to-month basis. If it is a HOME unit, the change to a month-to-month basis will occur only by mutual agreement of the Housing Authority and tenant. Rental Agreements will be used for all other Applicants will be set a one year unless there are reasonable accommodation, violence against women act, or other legally mandated reasons.

13. Revise Section 15.3 to provide clarity that Reasonable Accommodation requests are for existing family members when trying to add additional family members.

### **15.3 Conducting Re-examinations**

Attachment to Staff Report

Families will be asked to provide all required information as described in the re-examination notice, signed release/consent forms, and supporting documentation related to the family's income, expenses (if applicable), and family composition.

Any required documents or information that the family is unable to provide at the time of the interview or by mail must be provided within 14 calendar days of the date the Housing Authority notifies the family. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination.

The information provided by the family generally must be verified. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified at re-examination. These include:

- Legal identity
- Age
- A person's disability status, unless a temporary disability was claimed

If adding a new family member due to birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or a reasonable accommodation for an existing family member to the unit causes overcrowding according to the occupancy standards, the Housing Authority will place the family on the transfer list to move to an appropriately-sized unit. If the family is in either the tenant-based or project-based voucher programs, refer to the Administrative Plan for additional information.

14. Revise Section 15.4 to update section to correct department title for Housing Programs and to clearly state that rent increases for Project-Based Vouchers are controlled by one contract.

## **15.4 Implementing Changes and Effective Dates**

### **Family in a HOME Unit**



Changes in rents may take place annually to keep up with the cost of maintaining the units and awareness of market conditions while staying within the HOME income limits, where applicable. If a family's income exceeds HOME income limits, the family is not required to move, but the rent will be increased to market rate in accordance with HOME guidelines. The Housing Authority will provide tenants with a 60-day notice of rent changes.

#### **Independence Plaza Affordable**

Changes in rents may take place annually to keep up with the cost of maintaining the units while maintaining affordability for very-low and low-income seniors. If a resident's income increases from the 50% AMI limit to the 80% AMI limit, rent will increase to that limit. The tenant may be required to move but also may have the option to stay in the smaller unit, but pay the higher rent. If the tenant's income increases beyond the low income limit, the tenant will be required to pay the market rate rent. The tenant's unit will be reclassified as a market rate unit and another market rate unit will be reclassified as a low-income affordable unit. The Housing Authority will provide tenants with a 60-day notice of rent changes.

#### **Family in a Section 8 Project-based Unit**

Changes in rents may take place only on the anniversary date of the HAP contract. Property Management staff, as owner, will submit a request for a rent increase to the Director of Housing Assistance or designee 60 days in advance of the anniversary date. The request will be accompanied by the independent entity's (i.e., Oakland Housing Authority) rent determination. If approved, the Housing Authority, as owner, will give tenants 30 days' notice of the increase in rent. Increases will take place for all units under the Project-Based Voucher Housing Assistance Contract, including ones in the initial term of the lease.

#### **Family with a Housing Choice Voucher**

The Housing Programs Department processes changes in income, assets, etc. As such, staff in this department also will enter any an increase or decrease in the family's share of rent that results from an annual re-examination and the date on which adjustment in rent will take effect. The Housing Programs Department will notify the tenant of the change that will be implemented.-

15. Revise Section 16.1 to correct grammatical errors.

#### **16.1 Overview**

Changes in the number of family members must be reported promptly. Income changes do not need to be reported between re-examinations; however, the

Housing Authority will follow up with residents under specific circumstances as outlined in Section 16.5.

For tenants participating under the Section 8 Project-based program or with a Housing Choice Voucher see the Section 8 Administrative Plan for income change reporting requirements under those programs.

16. Revise Section 16.2 to provide clarity that Reasonable Accommodation requests are for existing family members when trying to add additional family members, to remove redundant language and to provide clarification on remaining in a wrong-sized unit.

## **16.2 New Family Members and Obtaining Housing Authority Approval**

All additions of persons to the household must be reported to the Housing Authority within 14 calendar days. Some additions require prior approval.

If the addition is the result of birth, adoption, or court-awarded custody, the family must notify the Housing Authority within 14 calendar days of the addition, but prior approval is not required. If the addition to the household does not meet the requirements for occupancy of a seniors' complex, the family will be given notice to move in compliance with the rental agreement.

If the addition of a family member, due to birth, adoption, or court-awarded custody, to the household results in overcrowding of a HOME unit where there is no other form of assistance (Section 8), the family will be placed on a transfer list for the next available HOME unit of the correct size within the Housing Authority portfolio of HOME properties. If the family does not wish to move from the HOME-only unit, the Housing Authority may allow the family to stay in place if the unit is not severely overcrowded. The Housing Authority will consider family composition, age of residents, and size of the bedrooms in making a determination for an exception.

All other additions to the family must be approved by the Housing Authority. This includes live-in aides (see next section), a foster child, and any person not on the rental agreement who no longer qualifies as a "guest" under the terms of this agreement. Requests must be made in writing and approved by the Housing Authority prior to the individual moving into the unit.

Additions of adults will only be allowed due to legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or approval as a reasonable accommodation for an approved existing family member.

If the individual meets the Housing Authority's eligibility criteria and the unit can accommodate the additional member(s) of the household without overcrowding, the Housing Authority will provide written approval to the family. If the individual does not meet the Housing Authority's eligibility criteria or overcrowding results, the Housing Authority will notify the family in writing of its decision to deny approval of the new household member and the reasons for the denial. The Housing Authority will make its determination within 14 calendar days of receiving all information that is required to verify the individual's eligibility.

17. Revise Section 16.3 to remove redundant language.

### **16.3 Live-In Aides**

*Live-in aide* means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The AHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

A live-in aide differs from a member of the family caring for another member in the following respects:

- The live-in aide is not a party to the lease and does not have tenancy rights,
- The income of the live-in aide is not counted in the rent calculation,
- In some cases, the live-in aide will receive an additional bedroom,
- The AHA must verify the need for a live-in aide through a knowledgeable professional, and
- A specific individual must be approved by the AHA as the live-in aide.

For a relative to qualify as a live-in aide, the tenant must show that the care provided is an arms-length transaction. To do this, the family must certify that:

- The person is capable of providing the required care for the tenant;
- The person has never been a member of the household while the family was receiving housing assistance or residing in a Property Management unit, nor has the person made regular financial contributions to the household while the family was receiving housing assistance or living in a Property Management unit;
- There is no other reason for the person to live in the unit other than to provide care for the disabled tenant; and
- The person intends to maintain his or her finances separately from the disabled tenant's household.

18. Revise Section 16.5 to provide clarity that any family receiving assistance can be over housed.

### **16.5 Reductions in Family Size**

If a household member, including family members, live-in aides, foster children and foster adults, ceases to reside in the unit, the family must inform the Housing Authority within 14 calendar days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a change in family size results in the family being overhoused in a HOME, PBV, or other subsidized unit, the Housing Authority will require the family to move to an appropriately-sized HOME unit if one is available.

19. Revise Section 17.5 and 17.6 to remove the restriction that "large" units are for market rate tenants and "small" units are for subsidized families. It also removes the complicated transfers this restriction required and does not allow over-housed families to remain in their unit unless it is as a reasonable accommodation.

### **17.5 Independence Plaza Unit Changes**

Independence Plaza has two types of units:

- Affordable Units with rents set at two levels based on the 50% and 80% levels of AMI
- Units with no affordability restrictions ("Market Rate") units

Tenants who require an accessible unit will be provided one if available, and the unit will be reclassified to fit the income level of the tenant. If an accessible unit is not available, the tenant will be placed on the transfer list (Immediate Transfer category) for an appropriate unit.

An Independence Plaza tenant in a two-bedroom unit that no longer requires the second bedroom will be required to move to a one-bedroom unit if available. If a one-bedroom unit is not available, the tenant will be placed on the transfer list and required to move when a one-bedroom unit becomes available. This will be categorized as a Regular transfer unless an applicant or another tenant has a medical need for a two-bedroom unit in which case the transfer will be categorized as Immediate.

If a tenant in an affordable one-bedroom unit request to transfer to a two-bedroom unit due to an approved reasonable accommodation or a change in family size, the family will be placed on the transfer list.

If a tenant in a market rate one-bedroom unit requests to transfer to a two-bedroom unit, the tenant will be added to the wait list, if open, at the appropriate spot for the preferences the family is eligible for, and the date and time the request is received. Exceptions to this requirement will only be made for approved reasonable accommodations.

## **17.6 Processing Transfers**

The Housing Authority will verify the reason for a transfer, such as the need for a live-in aide or a unit with accessible features, unless the need is obvious. Families awaiting Emergency transfers will be housed first, followed by families in the Immediate transfer category, the Regular transfer category, and then the Tenant-requested transfer category. Families on the transfer list will be housed prior to families on the waiting list. Within these categories, families are selected for transfer by 1) need for a reasonable accommodation, 2) over-housed families, 3) under-housed families, and then 4) seniority at the property.

Upon offer and acceptance of a unit, the family will execute all necessary documents and pay any rent and security deposit.

If the transfer is being made at the request of the Housing Authority and the family rejects the offer, the Housing Authority may take action to terminate the family's tenancy. If the reason for the transfer is due to overcrowding, the family may request in writing to stay in the unit, unless the family is in a Section 8 project-based unit, in which case a move is required if the unit is too small or too

big for the family. The Housing Authority will review any requests to remain in place and will consider all factors, which will include at least the following:

- Other families on the transfer list or waiting list that may need the unit.
- If there is another room that could be used as a sleeping area.

20. Revise Section 18.2 to provide clarity that the Housing Authority will perform some type of inspection on all properties annually.

## **18.2 Annual Inspections**

Annually, the Housing Authority will inspect or will contract to inspect all properties, to ensure that they meet the Housing Authority's standards. For units occupied by Housing Choice Voucher participants (HCV or PBV), Housing Quality Standards (HQS) apply. Independence Plaza will receive an annual Uniform Physical Conditions Standards inspection. The Housing Authority will use HQS standards or another approved standard for HOME and other miscellaneous units.

Work orders will be submitted and completed to correct any deficiencies.

21. Revise Appendix A to show the changes at Independence Plaza and to include all the units converted into Manager Units.

Appendix A

**AFFIRMATIVE FAIR HOUSING MARKETING PLAN**

The Housing Authority will recruit tenants using a strategy designed to ensure equal access to units for all persons in any categories protected by federal, state, and local laws governing discrimination.

Project Description and Unit Mix/Accessibility

Name of Complex / Type	No. of Units	Income Limit	Accessibility Features
<b>Anne B. Diament Plaza, 920 Park Street*</b>			
0BR / 1Bath	51		Wheelchair lift in Community Room
1BR/1Bath	13		
2BR/1Bath	1	Manager's Unit	
Total ABD Units	65		
<b>China Clipper Plaza, 460 Buena Vista Avenue*</b>			
0BR / 1Bath	3	3 HOME	1 unit accessible
1BR/1Bath	14	8 HOME	
2BR/1Bath	8		
3BR/1Bath	1		
Total CC Units	26		
<b>Eagle Village, 700 blocks of Eagle and Buena Vista Avenues</b>			
1BR/1Bath	6	20% of	3 units accessible
2BR/1Bath	21	Units must	
3BR/2Bath	15	remain available	
Total EV Units	42	to Low income	
<b>Esperanza, corner of Third and Brush Streets*</b>			
1BR/1Bath	12		6 units accessible

2BR/1Bath	1	Manager's Unit	
2BR/1Bath	29	80% of units	
3BR/1.5Bath	48	must remain	
4BR/2Bath	24	available to	
5BR/2Bath	6	Low-income	1 unit accessible
Total ESP Units	120		
<b>Independence Plaza, 703, 705, 707, 709, 711 Atlantic Avenue</b>			
1BR/1Bath	89	Very Low	7 units accessible
1BR/1Bath	26	Low	
1BR/1Bath	43	Market Rate	
2BR/1Bath	4	Very Low	2 unit accessible
2BR/1Bath	9	Low	This mix will change as the AHA decreases the number of very low units by around 10 per year.
2BR/1Bath	15	Market Rate	
2BR/1Bath	1	Manager's Unit	
Total IP Units	186		
<b>Lincoln House, 745 Lincoln Avenue</b>			
1BR/1Bath	1	All Units	1 unit accessible
2BR/1Bath	3	Very Low	
Total LH units	4	HOME	
<b>Lincoln/Willow, 2101 &amp; 2103 Lincoln Avenue, 1602 Willow Street*</b>			
1BR/1Bath	5		1 unit accessible
Total LW units	5		
<b>Parrot Gardens, 1800 blocks of St. Charles and Bay Streets</b>			
2BR/1Bath	6		
3BR/1Bath	1	Manager's Unit	
3BR/1Bath	1		
Total PG Units	8		
<b>Parrot Village, 1800 blocks of Wood, Chapin, and St. Charles Streets*</b>			
2BR/1Bath	10	20% of Units must	5 units accessible



3BR/2Bath	20	remain available	
4BR/2Bath	20	to Low-income	
Total PV Units	50		
<b>Rosefield Village, 700 blocks of Eagle and Buena Vista Avenues</b>			
1BR/1Bath	29		3 unit accessible
2BR/1Bath	15		
2BR/1Bath	1	Manager's Unit	
4BR/3Bath	1		1 unit accessible
Total RV Units	46		
<b>Senior Condos, 2000 block of Otis Dr (2 units), 1800 block of Shoreline Drive (1 unit), and 900 block of Shorepoint Court</b>			
1BR/1Bath	7	6 Very Low	
Total CO Units	7	1 HOME Low	
<b>Sherman Street Complex, 1416 Sherman Street</b>			
2BR/1Bath	9	7 Very Low and	
Total SHS Units	9	2 HOME Low	
<b>Stanford House, 1917 Stanford Street*</b>			
1BR/1Bath	1		
2BR/1Bath	2		
3B/1Bath	1		
Total SH Units	4		
* Some units in these locations have project-based voucher (PBV) assistance attached in which case Section 8 income limits apply.			

22. Revise Appendix B to update the HOME income limits.

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## APPENDIX B

### INCOME LIMITS

Refer to the Administrative Plan for Income Limits for the Section 8 programs.

#### HOME PROGRAM

2014 State HCD Income Limits Effective 04.15.15					
Persons in Household	Annual Income Extremely Low	Annual Income Very Low	Annual Income Low	Annual Income Median	Annual Income Moderate
1	\$ 19,650	\$ 32,750	\$ 50,150	\$ 65,450	\$ 78,550
2	\$ 22,450	\$ 37,400	\$ 57,300	\$ 74,800	\$ 89,750
3	\$ 25,250	\$ 42,100	\$ 64,450	\$ 84,150	\$ 101,000
<b>4</b>	<b>\$ 28,050</b>	<b>\$ 46,750</b>	<b>\$ 71,600</b>	<b>\$ 93,500</b>	<b>\$ 112,200</b>
5	\$ 30,300	\$ 50,500	\$ 77,350	\$ 101,000	\$ 121,200
6	\$ 32,570	\$ 54,250	\$ 83,100	\$ 108,450	\$ 130,150
7	\$ 36,730	\$ 58,000	\$ 88,800	\$ 115,950	\$ 139,150
8	\$ 40,890	\$ 61,750	\$ 94,550	\$ 123,400	\$ 148,100

23. Revise Appendix C to be properly labeled, remove the requirement for the Director of Operations to schedule the hearing, and to clarify that this process does not stand in place of a hearing in a court if the tenant has already been served a notice to vacate.

## APPENDIX C

### INFORMAL GRIEVANCE HEARING PROCESS

#### PURPOSE

The purpose of this document is to provide a process to resolve disputes between the Housing Authority and tenants where a Housing Authority action to terminate tenancy may result in the tenant's eviction due to unpaid maintenance or repair charges.

#### APPLICABILITY

This process applies to all individual grievances between the tenant and the Housing Authority where an eviction is proposed for maintenance or repair charges. It will not apply to any other type of grievance concerning either an eviction for, or termination of tenancy including but not limited to any termination for any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Housing Authority, OR an eviction or termination of tenancy for any drug-related criminal activity on or off such premises OR an eviction or termination for non-payment of rent.

#### PROCESS

Request for Grievance Process: The tenant must submit a written request to the Director of Operations within 14 calendar days after receipt of notice of termination of tenancy for maintenance or repair charges. The tenant should include the reason(s) for the grievance, and the action or relief sought.

Scheduling: Upon receiving the tenant's complaint, a time to hear the grievance will be scheduled. Every effort will be made to schedule this meeting within 14 calendar days from the date of receipt of the request. Meetings will be held at the Housing Authority office.

Hearing the Grievance: Grievances will be presented to a Housing Authority staff member not involved in the decision to evict the tenant, who can be impartial, or an outside party. The meeting will be private.

Attachment to Staff Report

The tenant must present, either orally or in writing, his or her grievance. The tenant may bring translators or witnesses to the meeting. The tenant may request translation services.

The tenant may present evidence and arguments in support of his or her complaint. Documents must be presented at the hearing; after the hearing, they will not be accepted.

Decision: A decision, based on the facts and in consideration of applicable laws, will be made as quickly as possible. Every effort will be made to notify the tenant of the decision in writing within 14 calendar days. The decision will be honored by the Housing Authority.

A decision in favor of the Housing Authority will not affect any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings.

The Authority will not file an unlawful detainer action in a State or local court until a decision has been made through this process if the complaint is filed within the 14-day deadline.

24. Revise Appendix D to clarify restrictions on units and correct typo.

APPENDIX D: ELIGIBILITY REQUIREMENTS BY COMPLEX

All applicants for Property Management units must meet eligibility requirements outlined in the Property Management Policy.

COMPLEX	UNIT TYPE	ADDITIONAL ELIGIBILITY REQUIREMENTS
Anne B. Diament Plaza	Project-Based	Seniors; 24 CFR 982.201; Administrative Plan
Anne B. Diament Plaza	Affordable	Seniors
China Clipper	Project-Based	24 CFR 982.201; Administrative Plan
China Clipper	HOME	HOME Income Limits
China Clipper	Other	
Condos	HOME	Seniors; HOME Income Limits
Esperanza	Project-Based	24 CFR 982.201; Administrative Plan
Esperanza	Other	Under 80% of AMI
Independence Plaza	Affordable	Seniors under 80% AMI
Independence Plaza	Market Rate	Seniors under 120% AMI
Lincoln House	HOME	HOME Income Limits
Lincoln/Willow	Project-Based	Seniors; 24 CFR 982.201; Administrative Plan
Parrot Village	Project-Based	24 CFR 982.201; Administrative Plan
Parrot Village	Other	
Stanford House	Project-Based	24 CFR 982.201; Administrative Plan
Sherman House	HOME	HOME Income Limits

As allowed by program regulations, units at Anne B. Diament, China Clipper, Eagle Village, Esperanza, Lincoln/Willow, Parrot Gardens, Parrot Village, and Rosefield Village will be available first to Housing Choice Voucher holders.

Seniors: A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. Family members must be at least 55 years of age.

# POLICY FOR THE MANAGEMENT OF HOUSING AUTHORITY-OWNED PROPERTIES “PROPERTY MANAGEMENT POLICY”

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# POLICY FOR THE MANAGEMENT OF HOUSING AUTHORITY-OWNED PROPERTIES “PROPERTY MANAGEMENT POLICY”

This Policy has been adopted to guide staff in the selection of and continued occupancy of residents of Housing Authority-owned units.

## 1.0 APPLICANT AND TENANT RIGHTS

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

**Equal Opportunity.** The Housing Authority will ensure equal opportunity and nondiscrimination on grounds of race, color, religion, national origin, ancestry, sex (includes, but is not limited to, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, as well as gender identity and gender expression), sexual orientation, familial status, marital status, physical or mental disability, medical condition, source of income or age from participating in, or benefiting from, any Housing Authority program. Also refer to Appendix A.

## 2.0 REASONABLE ACCOMMODATION

When the Housing Authority has received and verified the need for a reasonable accommodation, the Housing Authority will respond as quickly as possible. The Housing Authority will ask the Applicant or Tenant what specific accommodation is being requested. If the disability for which the reasonable accommodation is being requested is not obvious, the Housing Authority will seek verification from a third party of what accommodation is appropriate. If the Housing Authority finds the requested accommodation reasonable, it will be provided.

It is the policy of the AHA to ensure that communications with applicants, residents, employees, and members of the public with disabilities are as effective as communications with others.

AHA, including its employees and contractors, shall furnish appropriate auxiliary aids and services, where necessary, to afford individuals with disabilities, including individuals with hearing, visual, or cognitive disabilities, an equal opportunity to participate in, and enjoy the benefits of, the programs, services, and activities conducted by the AHA.

“Auxiliary aids and services” include, but are not limited to: (1) qualified sign language interpreters, written materials, telecommunications devices for deaf persons (TDDs), or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and (2) qualified readers, taped texts, audio recordings, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

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The individual will submit his/her request for auxiliary aids or services to the appropriate AHA staff person. For applicants, the request should be addressed to the Director of Housing Programs. For tenants, the request should be addressed to the Property Manager.

All requests shall be dated and time-stamped upon receipt by the AHA. Staff should contact an individual within two business days of receipt of the individual's request if more information is needed to ascertain whether the planned means of communication will ensure effective communication.

If you believe the AHA has violated this policy the process outlined in the ADA/Section 504 Grievance Procedures can be followed to file a grievance.

### **3.0 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

The Housing Authority has completed an analysis of applicants and tenants to determine those with Limited English Proficiency (LEP). To address the needs of LEP applicants and tenants, the Housing Authority has developed a Language Access Plan (LAP). The LAP includes the following:

1. Introduction and federal requirements;
2. A description of the analysis;
3. The LAP (e.g., access measures, oral and written interpretations, outreach, and noticing;
4. How the LAP will be distributed and how staff will be trained; and
5. How monitoring and updating of the LAP will be accomplished.

The LAP is available to the public at the Housing Authority office or on the website for the Housing Authority of the City of Alameda (AHA).

### **4.0 PROPERTY MANAGEMENT UNITS**

#### **4.1 Occupancy Limits**

The maximum number of household members who can reside in the unit without a reasonable accommodation will be two people per bedroom with one additional person in the living space.

<u>No. of Bedrooms</u>	<u>Minimum No. of Persons</u>	<u>Maximum No. of Persons</u>
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

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The minimum number of persons in a Property Management unit with no assistance is one person per bedroom. For units with assistance such as the HOME units, Project-Based Voucher units, and very-low (at or below 50% of Area Median Income [AMI]) and low-income (at or below 80% of AMI) units at Independence Plaza, the minimum and maximum persons in the unit may be further restricted due to the program rules governing the unit. The most restrictive requirements will apply.

A Live-in Aide in most cases will be allocated one bedroom where available. The family of a Live-in Aide also may occupy the unit if overcrowding does not result, but the Live-in Aide and family will only be allocated one bedroom.

The subsidy standards for HOME units will be a unit with the fewest number of bedrooms that meets the following occupancy standard:

- One bedroom for each two persons within the household, except in cases of reasonable accommodation.

#### **4.2 Filling Vacant Units**

In general, vacant units will be filled in the order in which they were vacated. For example, if an applicant is eligible for a three-bedroom unit and there are two such units available, the applicant will be offered the unit that has been vacant for the longest period of time.

If the applicant refuses a unit at a site, the applicant will be removed from the site-specific waiting list.

If the unit does not have a waiting list associated with it (see section 5.2 for a list of waiting lists maintained for the Property Management units), applications will be accepted for the unit until filled. If after filling the unit, there are still approved applications, the Property Manager will create an interest list for other vacancies within the next 120 days. After 120 days, applications will not be considered current and will become inactive. This does not require further notification to the applicant and is not an action open to appeal. If another unit without a waiting list becomes vacant within the 120 days, the unit may be offered to the person on the interest list with the earliest application received date.

For purposes of fulfilling Reasonable Accommodation requests and emergency transfers (such as for issues covered under VAWA), the Executive Director or designee can approve a transfer into a vacant unit operated under a different wait list. This does not apply to units operated under a Project-Based Voucher contract except as allowed under the program rules for the Project-Based Voucher program.

#### **5.0 TAKING APPLICATIONS**

The application constitutes the basic record of each Applicant for admission. Each Applicant is required to supply the information requested on the application form, including declaring any preference(s) to which the family believes it qualifies, and to certify the accuracy of the information provided. The Housing Authority reserves the right to verify the information.

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## 5.1 Application Process

For the Section 8 waiting lists, refer to the Administrative Plan.

As the need arises, the Housing Authority will open the applicable site-based Affordable waiting list or Independence Plaza (IP) Market Rate list to accept pre-applications or applications (both referred to as "applications" throughout this Policy). The Housing Authority may take applications in a variety of ways, including:

- Open enrollment, or
- First-come, first-served, or
- A lottery system to add a specific number of applicants to a waiting list.

When opening a waiting list, the Housing Authority will provide all relevant information, including dates and times applications will be accepted, what preferences may be claimed, and any criteria specific to a unit or complex (e.g., applicants for all IP units must have a head of household that is 62 years of age; other family members must be at least 55 years of age).

Persons with disabilities who require a reasonable accommodation to complete an application may request an accommodation as specified in the waiting list announcement which may include mailing or e-mailing a request. Completed applications will be notated with a date and time of submission to the Housing Authority if the date and time was the method of ordering outlined in the waiting list announcement. The Housing Authority will specify the method of submission in the announcement, which may include online submissions. In the case of a lottery, the order in which the Applicants are randomly selected will be used in lieu of the date and time received for waiting list placement.

When the Independence Plaza Affordable waiting list is reopened after a closure, tenants residing in Market Rate units will be given the opportunity to complete an application. If the Market Rate tenant completes an application, the tenant will be placed on the waiting list in order by date and time or random lottery according to the process that the waiting list will be ordered.

## 5.2 Waiting Lists

The Housing Authority maintains several waiting lists:

- Section 8 Housing Choice Voucher – Refer to the Administrative Plan.
- Section 8 Project-based Voucher lists – Refer to the Administrative Plan.
- Independence Plaza Affordable – This list is used to fill the units designated for seniors with income below 80% of AMI.
- China Clipper Plaza Affordable – This list is used to fill non-Section 8 HOME units at this site.
- Condos Affordable – This list is used to fill the seven condominiums in the HOME program. These units are for seniors only.
- Lincoln House Affordable – This list is used to fill HOME units at this site.

- Sherman Street Affordable – This list is used to fill HOME units at this site.
- Independence Plaza (IP) Market Rate – This list is specifically used to fill units not designated as “affordable” at Independence Plaza, the “market rate” units. These units are income capped at 120% of AMI.

### **5.3 Placement on the Waiting List**

When the family is selected for placement on the waiting list, the Housing Authority will notify the family in writing of its placement. In the event two or more Applicants with identical preferences are placed on the waiting list, their order of selection will be determined by the date and time of application or by the order in which the family was randomly selected in the lottery process.

Applicants are assigned preference points that aggregate for each waiting list. For the Section 8 waiting lists, refer to the Administrative Plan. For the Affordable waiting lists, the ranking is as follows:

1. Residency preference. Any person living, working, or staying in a homeless shelter in the city of Alameda. (6 points)
2. Family preference. Any person who is a senior (62 years of age or older) or a family where the head of household or spouse is disabled. (3 points)
3. Veteran's preference. This preference applies to a member of the military, a veteran who was discharged or released under conditions other than dishonorable, or a surviving spouse (i.e., as defined by the Department of Veteran Affairs.) (2 points)

The Housing Authority will maintain the number of very-low units required by the agreement for the funding for IP (29 very-low units) and total affordable units (65 very-low and low units). The Housing Authority will house families off the IP affordable list according to their verified income level subject to meeting regulatory requirements. The Housing Authority may change the unit mix based on funding needs and future funding needs.

For the IP Market Rate list, there are two preferences, the residency preference and the veteran's preference. The same point values apply.

Waiting lists are separate. Placement on one list does not deny a person from applying for placement on another list.

### **5.4 Reporting Changes**

Applicants must report changes in family composition, income, or preference factors in writing. The Housing Authority will annotate the Applicant's file. The Housing Authority also will update the Applicant's preferences or family composition which could affect the family's place on the waiting list(s) (e.g., moving from Alameda will result in the loss of the residency preference, moving to or obtaining a job in Alameda will result in gaining the residency preference.)

The Housing Authority will not allow family members to be added to an application unless it is due to birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or a reasonable accommodation for an existing family member.

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## **5.5 Selecting Families from the Waiting List**

The Housing Authority has developed this selection process to ensure that Applicants on the waiting list are selected fairly. This policy prohibits discrimination and favoritism toward friends or relatives, or other situations in which there may be a conflict of interest.

The second phase of the application process takes place when the family nears the top of the waiting list. The Housing Authority will ensure that verification of preferences, income, suitability and other selection factors are current to determine the family's final eligibility for tenancy in a Housing Authority-owned unit.

If multiple families are selected from the waiting list at the same time, the family whose file is complete first may be offered the available unit, but the applicants with a higher waiting list position must have been outreached to prior to or at the same time as the selected family.

The family must sign the Authorization for Release of Information/Privacy Act Notice and the Applicant's/Tenant's Consent to the Release of Information forms. A family's refusal to sign these consent forms and to supply required information will result in denial of eligibility.

If a family does not qualify for a claimed preference, the family will be returned to the appropriate place on the applicable waiting list. The Housing Authority will notify the family in writing of this determination.

## **5.6 Applicant Interviews**

All applicants who fail to keep a scheduled appointment with the Housing Authority will be sent a notice of denial of admission. The Housing Authority will allow the family to request to reschedule the appointment for good cause. When good cause exists for missing an appointment, the Housing Authority will work closely with the family to find a more suitable time. Requests for a reasonable accommodation are exempted from this limitation where the need for the accommodation can be verified.

If the family misses the rescheduled appointment, the applicant family will be sent a notice denying admission and will be removed from the waiting list.

## **5.7 Removal from the Waiting List**

The Applicant will be removed from a specific site-based waiting list when the Applicant:

- Becomes ineligible.
- Misses a scheduled appointment without good cause or without having requested postponement as a reasonable accommodation.
- Refuses an offer of housing without good cause. Good cause is defined as:
  - a. A doctor verifying that the Applicant has a medical emergency;
  - b. A court verifying that the Applicant is serving on a jury, which has been sequestered;
  - c. A copy of a lease verifying a lease commitment;

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- d. Death of a family member; or
- e. Other good cause as determined by the Executive Director or designee (e.g., military service).
- Fails to respond within allotted time frame to the Housing Authority's attempts to contact the Applicant for information, updates, or to determine continued interest (See "Accommodation for the Disabled" below). Or
- Requests in writing to be removed, including from families who receive Section 8 assistance.

Removal from one list does not affect the family's placement on any other waiting list.

## **6.0 RIGHT OF REFUSAL**

An Applicant will receive one offer for a unit at the property represented by the waiting list.

If the Applicant is unable to move at the time of the offer and presents clear evidence (i.e., "good cause"), which substantiates this situation to the Authority's satisfaction, the applicant will not be removed from the site-based waiting list. Good cause is defined in Section 5.7.

The Housing Authority will verify that the Applicant-claimed circumstances exist.

If a family refuses an offer, the family will be removed from the applicable site-based waiting list. To be considered again for a unit at this site, the family will have to submit a new application when the applicable waiting list is open for new applications.

Removal from one list does not affect the family's placement on any other waiting list.

### **6.1 Accommodation for the Disabled**

The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims within 120 days of being removed from the waiting list that his or her failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. Only the Executive Director may grant an exception to this time limit. An example of a reasonable accommodation would be to reinstate the applicant to his or her original place on the applicable waiting list.

If the Applicant would have come to the top of the list and been offered a unit if he or she had not been removed, the Applicant will be placed at the top of the applicable list for the next available assistance.

## **7.0 NOTIFICATION OF NEGATIVE ACTIONS**

The Housing Authority will notify applicants whose names are being removed from the waiting list in writing that they have 14 calendar days from the date of the written correspondence to request an informal review and to present verification of

mitigating circumstances. The letter also will indicate that the Applicant's name will be removed from the waiting list for failing to respond within the 14 calendar days.

## **8.0 ELIGIBILITY FOR ADMISSION**

There are three basic eligibility requirements for admission to a Housing Authority owned unit. The family must:

1. Meet program requirements; (Refer to the Administrative Plan for additional information for Section 8 programs or the HOME Program Guidebook for that program.) (See Appendix D for eligibility requirements by complex.)
2. Sign consent authorization documents, and
3. Meet Housing Authority screening criteria.

### **8.1 Eligibility Criteria**

#### **1. Program Requirements.**

- a. **Income Eligibility.** A family may not be admitted to any property management complex without meeting the income requirements with some exceptions for Independence Plaza. Income eligibility varies with the housing program, generally because of the type of funding used to finance the purchase of the complex.

Applicants for units without voucher assistance should have income that is equal to twice the monthly rent amount.

Applicants for units at Independence Plaza for unassisted and low-income should have income that is equal to twice the monthly rent amount. Applicants for very-low units with assets less than \$5, 000 and whose income is only Social Security may qualify with if their income is greater than 1.75 times the rent. Applicants, who are on both the Affordable and Market Rate Waiting Lists, may choose to take the first available unit, a market rate unit, with a rent that exceeds 50 percent of his/her income while continuing to wait for their name to reach the top of the affordable wait list. In other cases, income may appear to be too low; however, if the applicant has assets sufficient to draw upon to cover rent for a reasonable period of time, the income requirement will be met.

- b. **Age Requirements for Seniors Complexes.** Age requirements exist for complexes designed for seniors, which include Anne B. Diament Plaza, Lincoln/Willow, Senior Condos, and Independence Plaza.

**Anne B. Diament Plaza:** The head of household and all other members of the family must be 62 years of age or older. The age requirement does not apply to a live-in aide.

**Lincoln/Willow:** The head of household and all other members of the family must be 62 years of age or older. The age requirement does not apply to a live-in aide.

**Senior Condos:** The head of household and all other members of the family must be 62 years of age or older. The age requirement does not apply to a live-in aide.

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Independence Plaza: The head of household must be 62 years of age or older. All other family members must be a person who resides with the head of household and is at least 55 years of age or a spouse/domestic partner. The age requirement does not apply to a live-in aide.

2. **Signing Consent Forms.** Each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms. The authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
3. **Suitability.** Applicant families will be evaluated to determine whether, based on their recent behavior, they could reasonably be expected to comply with the lease. The Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the community's environment, other tenants, Housing Authority employees, or other people residing in the immediate vicinity of the property. Families will be denied admission if they fail to meet the suitability criteria.

The Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud;
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others;
7. Applicant's ability to meet tenancy requirements;
8. Whether applicant qualifies for a rental unit available only to people with a disability.

The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include, but may not be limited to, the following:

1. A credit check of all adult family members;
2. A rental history check of all adult family members; and
3. A criminal record check and a check of the State's lifetime sex offender registration program on all adult household members, including live-in aides.

This check will be made through local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the Federal Bureau of Investigation's National Crime Information Center. The Housing Authority may also use a 3<sup>rd</sup> party criminal records check.

## **9.0 GROUNDS FOR DENIAL OF TENANCY**

The Housing Authority is not required or obligated to assist an applicant. Grounds for denial of a housing unit include:

1. Failure to meet any of the eligibility criteria in 8.1. This includes the following:
  - One eviction within the past four years; however, the Housing Authority will consider extenuating circumstances (e.g., owner foreclosure, illness that results in substantial medical costs, recent positive references from landlords).
  - Credit history that shows an accumulation of debt of \$6,000 or more or more than half of credit accounts showing poor credit ratings or charge-offs. Exceptions may be granted for debt accumulated as the result of illness/hospitalization or student debt and/or recent positive references from landlords. Exceptions may be granted for poor credit due to a foreclosure or pending foreclosure.
  - Involuntary termination of assistance from any government-subsidized housing unit in the last three years or having committed fraud, bribery, or any other corrupt or criminal act related to such programs.
  - Criminal History:

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Type of Criminal Activity	Years Screening for Convictions	Years Screening for Charges
Engaging in drug-related criminal activity currently in past or pattern of alcohol or drug use that may threaten the health, safety, or peaceful enjoyment of the premises by other residents based on credible evidence.	7	1
Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]	7	1
Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity	7	1
Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the AHA (including a AHA employee or a AHA contractor, subcontractor, or agent).	7	1
Crimes Against Persons (for example: assault, kidnapping, etc.)	7	1
Crimes against Property (arson, burglary, theft of car, fraud, robbery, vandalism, etc.)	7	1
Monetary Crimes against Property (bad checks, embezzlement, blackmail, larceny, etc.)	5	1
Crimes Against Society (drugs, weapons, etc.)	7	1
Crimes Against Society (impair or perverts the law, disorderly conduct, driving under the influence, drunkenness-related, pornography, etc.)	5	1

- or
  - Any conviction of drug-related criminal activity for the production or manufacture of methamphetamine.
  - Any household member subject to a lifetime registration under a state sex offender registration program.
  - Owes rent or other amounts to a previous landlord, including a housing authority.
  - Has breached the terms of a payment agreement with the Housing Authority, unless the family repays the full amount of the debt covered in the agreement prior to being selected from the waiting list.
  - Does not meet the age requirements for occupancy in a senior complex.
2. Not supplying requested information or documentation, or complete and true information;
  3. Refusing to sign consent forms for obtaining information.
  4. Failing to meet the Housing Authority's income standards for affordable or market rate units, barring some exceptions for Independence Plaza applicants as outlined in Section 8.1.

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5. Failing to meet the Housing Authority's occupancy screening criteria.
6. Failing to obtain a minimum criteria scoring by a 3<sup>rd</sup> party vendor on rental history. Scoring determined by Housing Authority (currently 250) and uniformly applied by 3<sup>rd</sup> party vendor.

The Housing Authority will use definitions outlined in the Section 8 Administrative Plan where they are not otherwise provided in this document.

#### **9.1 Victims of Domestic Violence**

The Housing Authority acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the Housing Authority's policies. If the Housing Authority makes a determination to deny admission, the Housing Authority will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

#### **9.2 Mitigating Circumstances**

The Housing Authority will make every effort to follow the guidelines set forth in this document. Applicants denied assistance may offer mitigating circumstances for the Housing Authority to consider. The Housing Authority will consider all mitigating circumstances and respond in writing within 14 calendar days with its decision.

### **10.0 UPDATING THE WAITING LIST**

The Housing Authority will update waiting lists at least bi-annually to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information (i.e., applicant's address, family composition, income category, and preferences). E-mail notification can fulfill this requirement.

### **11.0 VERIFICATIONS**

The AHA may use various methods to verify family information, including:

- Up-front Income Verification (UIV)
- Written Third-Party Verification
- Written Third-Party Verification Form
- Oral Third-Party Verification
- Tenant Declaration

Refer to the Administrative Plan for more information about these methods of verification for Applicants to Section 8 Programs.

#### **11.1 Family Verifications**

For Applicants to Section 8 Programs, refer to the Administrative Plan.

**Ages of Family Members.** A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family

members, an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the AHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license - if birth year is recorded) and to provide a self-certification.

**Family Relationships.** Applicants are required to identify the relationship of each household member to the head of household. Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

A certified copy of a divorce decree or other court record is required to document that a couple is divorced or legally separated. If no court document is available, the head of household will be required to certify that the divorce or separation has taken place.

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required for individuals placed in an applicant's household by such agency.

**Disabilities.** The Housing Authority will verify a claimed disability for purposes of reasonable accommodation, unit modification, or eligibility. The Housing Authority may inquire about the disability to determine if the applicant:

- Needs an applicant-requested reasonable accommodation of a policy or procedure or a unit needs to be modified due to a disability.
- Is qualified for a dwelling available only to persons with disabilities.
- Is qualified for a priority available to persons with disabilities.

The Housing Authority will not inquire about the nature or extent of a person's disability or a person's diagnosis or details of treatment for a disability or medical condition. If the Housing Authority receives a verification document that provides such information, the Housing Authority will not place this information in the tenant file. Under no circumstances will the Housing Authority request a participant's medical record(s).

## **11.2 Preferences**

**Residency Preference.** The Housing Authority will verify a residency preference claimed by an applicant using:

Applicant must provide one items from Category A and one from Category B. If the applicant cannot provide one from Category A, then two documents from

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Category B may be accepted by staff or alternate documentation in extenuating circumstances such as homelessness:

- Category A:
- Lease
- Driver's License
- Title to property
- Category B:
- 3 consecutive utility bills (including telephone, but not cell phone bill)
- Tax return for the period of residency
- Car registration (if the items from Category A is not a driver's license)
- Other government documentation (e.g. Social Security benefit letter)

If, at the time of application, the applicant's last permanent address was in the City of Alameda, the applicant will be given the residency preference.

**Veteran's Preference.** The Housing Authority will verify a veteran's preference claimed by an applicant using:

- DD214 form to verify veteran and discharge status of a family member or the spouse of a deceased veteran. Merchant Marines who served in active oceangoing service from December 7, 1941, to August 15, 1945, are considered veterans.
- U. S. military card to verify current military service.

**Family Preference.** This preference applies only to the Affordable waiting lists. Verification for this preference will be completed in conjunction with family verifications.

### 11.3 Income

Income reported by the family will be verified. Social security numbers are gathered to verify employment or other sources of income. The definition of annual income found at 24 CFR 5.609 will be used in the calculation of annual income for determinations of eligibility.

**Earned Income.** Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

**Business and Self-Employment Income.** Business owners and self-employed persons will be required to provide all of the following:

- An audited financial statement for the previous fiscal year if an audit was conducted.
- A profit and loss statement for the last 12 months or the length of the business being in operation. The business owner or self-employed person must certify to its accuracy.

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- All schedules completed for filing federal and local taxes for the preceding two years.
- Bank statements for the last 12 months.

The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the Housing Authority may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three months, the Housing Authority will accept the family member's certified estimate of income and schedule an interim reexamination in three months. If the family member has been self-employed for three to 12 months the Housing Authority will require the family to provide documentation of income and expenses for this period and use that information to project income.

**Periodic Payments and Payments in Lieu of Earnings.** To verify the SS/SSI benefits, the Housing Authority will request the most current SSA benefit letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the Housing Authority will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov) and to provide it to the Housing Authority.

**Alimony or Child Support.** The Housing Authority will seek verification for alimony and child support. The method of verification differs depending on whether the family declares that it receives regular or irregular payments.

If the family declares that it **receives regular payments**, the AHA will request a record of payments for the past 12 months through the local or state government entity and request that the entity disclose any known information about the likelihood of future payments or will obtain verification directly from the person paying the support.

Other methods of obtaining this information might include a copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules, copy of the latest check and/or payment stubs, or the family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it **receives irregular or no payments**, in addition to the process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include a statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts. If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

Note: Families are not required to undertake independent enforcement action.

**Zero Annual Income Status.** For families claiming no annual income, the Housing Authority will verify that certain forms of income such as unemployment

benefits, TANF, SSI, etc. are not being received by the household. Any adult family member claiming zero income will be required to complete the Housing Authority's Zero Income Statement form. The Housing Authority will follow up with the family to determine if the situation has changed. The Housing Authority may follow up as often as monthly.

#### **11.4 Income from Assets**

**Net Income from Rental Property.** The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current tenant; and
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If Schedule E was not prepared, the Housing Authority will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including, tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

**Retirement Accounts.** The Housing Authority will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

#### **11.5 Mandatory Deductions for income calculation**

Refer to the Administrative Plan for deductions related to Section 8 Housing Choice Voucher holders or tenants for the Section 8 project-based voucher program. The mandatory deductions at 24 CFR 5.611 apply to all fixed HOME units where the gross income of the family is over 80% of the area median income. For Independence Plaza, there are no deductions.

The mandatory deductions are:

- \$480 for each dependent;
- \$400 for any elderly family or disabled family;
- The sum of the following, to the extent the sum exceeds three percent of annual income
  - Unreimbursed medical expenses or any elderly family or disabled family; and
  - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed; and
- Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

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## 12.0 TENANT RENT

### 12.1 Rent Amount

Because funding sources are different for the following units, the rents are determined in the following manner:

**HOME Units (various locations):** These units have rents that cannot exceed the HUD-established HOME rents for these units. The Section 8 utility allowance applies.

**Independence Plaza Affordable Units: Local Tax Increment –** There are flat rents regulated by State law (Health and Safety Code, Section 50053) for the units designated for very low-income and low-income applicants.

**Market Rate Units:** Annually, a market survey will be conducted and reasonable, comparable rents will be established. Also, the rents for units not restricted under an affordability requirement will be set at a reasonable level, either in-line with the market, the Low Income Housing Tax Credit (LIHTC) maximum rent, the HOME High Rent if applicable, or the Housing Choice Voucher payment standard minus a utility allowance.

**Contract Rents for Project-Based Units or Units Occupied by Housing Choice Voucher holders.** Rents are set by the Housing Authority's HUD-approved independent entity (currently the Oakland Housing Authority) following HUD guidelines for rent reasonableness, the Housing Authority payment standards and utility allowances.

### 12.2 Paying Rent and Other Charges

**Rent.** Rent is payable in full on the first day of each month. Payments will be accepted from 8:30 a.m. to 4:00 p.m., Monday through Friday, except posted holidays. Payment may be made by mail or in person at the Housing Authority at 701 Atlantic Avenue, Alameda, CA 94501-2161. Payment may be made at other times by placing the payment in the mail slot.

**Maintenance and Repair Charges.** These charges are due and payable on the first day of the first month following the month in which the charges are posted. Residents who dispute maintenance charges may request a review by the Director of Facilities, who will review the evidence of damage (e.g., photographs, repair bills, etc.). A determination will be made within 30 calendar days whether to retain, reduce, or eliminate the charges. This decision is final unless the charges result in a notice to terminate tenancy. In the case of a notice of termination, the resident may request an informal grievance hearing. Refer to Section 20.0.

**Method of Payment.** Payment may be made by personal check, cashier's check or money order made payable to the Housing Authority or by credit or debit card, when the Housing Authority makes these options available. Cash will not be accepted.

Third-party checks from individuals will not be accepted except in exceptional circumstances and as approved by the Executive Director. Third-party checks from non-profits, social services, agencies and faith groups will be accepted on occasional, emergency basis.

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**Returned Check Fees.** A returned check charge will be assessed according to the Rental Agreement for any check returned by the bank for any reason. Submission of a bad check will require that all payments from a Tenant be made by money order, cashier's check, or credit card for a period of three months. After that time, the Tenant will again be permitted to pay by personal check if he or she wishes.

**Delinquency.** Rent is due on the first day of the month and is considered late if not received by 4:00 p.m. on the fifth day of the month, or by 4:00 p.m. of the next business day, if the fifth day is a weekend or holiday.

The period from the first day to the fifth day is not a grace period; a Notice to pay or quit may be served any time after the first day, or after the first business day, if the first day falls on a weekend or holiday. Once this Notice has been issued, the Authority will accept only the full amount due without authorization from the Executive Director or designee.

**Installment payments.** Installment payments are permitted only when the Tenant has entered into a written payment agreement. Late charges do not apply when such a payment agreement is in place. Payment agreements are permitted in unusual circumstances. Refer to Section 19.

If an installment is not received according to the payment agreement terms, the total amount owed becomes due immediately. If the total amount owed is not paid, a Notice to pay or quit may be served.

If payment is not received before expiration of the Notice, an Unlawful Detainer (Eviction) will be filed.

### **13.0 RENTAL AGREEMENTS**

Rental Agreements (i.e., Leases) for HOME units will be approved by the City of Alameda prior to use.

#### **13.1 Execution of Rental Agreement**

The Housing Authority will enter into 12-month Rental Agreements with Applicants for HOME units and PBV units, and for units with HCV participants. After the initial 12-month period, the rental agreement will be on a month-to-month basis. If it is a HOME unit, the change to a month-to-month basis will occur only by mutual agreement of the Housing Authority and tenant. Rental Agreements will be used for all other Applicants will be set a one year unless there are reasonable accommodation, violence against women act, or other legally mandated reasons.

All adult members of the family are required to sign and, therefore, execute the Rental Agreement prior to move in. A copy will be provided to the Tenant. Other items also will be provided to new Tenants and will, at a minimum, include the Schedule of Charges for Maintenance Services. These documents become part of the Rental Agreement.

#### **13.2 Security Deposit**

In most cases, the Security Deposit will be equal to one month's rent and is due when the Rental Agreement is executed. If payment of the security deposit imposes a financial hardship, the Housing Authority may enter into a written

agreement to allow for payment by installment.

No increase in security deposit will be required for Tenants in residence or in the event of a transfer at the Housing Authority's request. An exception is when a tenant moves from a non-Section 8 subsidized unit to a unit with a Section 8 subsidy. In such cases, the security deposit may be set at one month's rent or less depending on market conditions.

Upon termination of a Rental Agreement, the security deposit, less any outstanding charges, will be returned to the Tenant within 21 calendar days as required by State law.

### **13.3 Canceling, Re-executing, or Modifying a Rental Agreement**

If a signer of the rental agreement is no longer a member of the household for any reason, the rental agreement will be cancelled and a new rental agreement executed by the head of household and by all remaining adult members of the household, provided the household is eligible for continued occupancy.

If a Tenant transfers to another dwelling unit, the existing rental agreement will be cancelled and a new rental agreement executed before the transfer takes place.

If the Tenant's status changes or any other change occurs that could affect the rental agreement, or if the Authority desires to waive any provisions of the rental agreement with respect to the Tenant, the rental agreement will be cancelled and a new rental agreement or an amendment to the existing rental agreement will be executed.

### **13.4 Reasonable Accommodations**

The Housing Authority, as landlord, will honor verified requests for a reasonable accommodation. The following are examples of actions the Housing Authority will take:

- Providing a unit with an extra bedroom if one is available in that complex or another complex. If one is not available, the tenant's name will go on a waiting list for the next available unit of the appropriate configuration.
- Moving a resident to a fully-accessible unit, upon availability.
- Installing fire alarms that alert with lights rather than sound when the resident has a hearing disability.
- Installing a wheelchair ramp to a unit.
- Installing grab bars in bathrooms.

### **13.5 Terminating a Rental Agreement and Eviction**

Termination of a Tenant's rental agreement will be in accordance with the provisions of the rental agreement and applicable state and federal law. Tenants may request an "Informal Grievance Hearing" (Appendix C) for eviction actions related to maintenance charges. The legal process also may include a civil court proceeding in which the Tenant has the opportunity to present a defense. If the eviction goes to court, the court will decide the rights of the Housing Authority and Tenant. If the tenant was a Section 8 participant, the Director of Housing Programs or designee will be notified of the eviction.

## **14.0 TENANT PARTICIPATION PLAN**

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The Housing Authority knows the value of involving residents in the day-to-day activities involving property management. As such, the Housing Authority will:

- Seek to build trusting relationships with tenants.
- Issue newsletters on a regular basis to inform and involve residents.
- Invite tenants to Town Hall/Budget meetings at least annually.
- Provide quality control inspections of property management and maintenance activities.
- Provide for the use of the Informal Hearing process when an eviction action is being taken for property damage.

## 15.0 RE-EXAMINATIONS

The Housing Authority will conduct a re-examination of family income and circumstances. The results of the re-examination determine:

- 1) Rent the family will pay if in one of the Section 8 programs or HOME program,
- 2) Whether the family is housed in the correct unit size; and
- 3) Whether the family continues to be eligible for assistance, relative to some programs.

The Housing Authority, with written approval of the Executive Director, may choose to instigate annual re-verification of criminal background for all Housing Authority-owned units.

### 15.1 General

**Section 8 Tenants.** Refer to the Administrative Plan for additional information. The remainder of this section will refer only to non-Section 8 tenants.

**HOME Unit Tenants.** For those families residing in HOME units (e.g., all seven condominiums (various addresses), all nine units at Sherman Street, 11 of the units at China Clipper Plaza, and the four units at Lincoln House), annual re-examinations take place; however, third-party verifications are required only every sixth year. In the other years, the resident and all adult family members are required to complete a form declaring and certifying their income and family composition and to produce documents to verify the accuracy of this information.

**Independence Plaza Tenants.** Independence Plaza residents of affordable units will have a re-examination every two years. Hand-carried documentation is sufficient for this process.

**Non-Subsidized Unit Tenants.** Re-examinations are generally not required, but will be conducted if determined necessary by the Executive Director.

### 15.2 Scheduling Re-Examinations

The Housing Authority will schedule re-examination effective dates to coincide with the family's anniversary date, which is defined as the family's initial move in or admission date plus the number of months to the first re-examination (i.e., 12 months for the HOME program and 24 months for Independence Plaza affordable

units). The Housing Authority also may schedule a re-examination for administrative purposes.

If the family moves to a new unit, unless the move is in conjunction with a change in program, the Housing Authority will not perform a new re-examination.

**Notification.** Notifications will be sent by first-class mail and will inform the family of the information and documentation required, the deadline for providing it, the method in which it will be accepted (e.g., mail, fax, or in person) and the date and time for an interview, if applicable.

If the notice is returned by the post office with no forwarding address, a notice of termination will be sent to the family's address of record, as well as to any alternate address provided in the family's file.

**Interview.** Families may be asked to participate in a re-examination interview. An interview also will be scheduled if the family requests assistance in providing information or documentation.

If the family is unable to attend a scheduled interview, the family will have the opportunity to reschedule if there is good cause. (Refer to Section 5.7 for the definition of good cause.) If a family misses the scheduled interview without notifying the Housing Authority within 24 hours of the appointment, a notice of termination will be sent to the family's address of record, and to any alternate address provided in the family's file.

If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the Housing Authority to request a reasonable accommodation.

An advocate, interpreter, or other assistant may assist the family in the interview process. If an interpreter is requested, the Housing Authority will supply one.

### **15.3 Conducting Re-examinations**

Families will be asked to provide all required information as described in the re-examination notice, signed release/consent forms, and supporting documentation related to the family's income, expenses (if applicable), and family composition.

Any required documents or information that the family is unable to provide at the time of the interview or by mail must be provided within 14 calendar days of the date the Housing Authority notifies the family. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination.

The information provided by the family generally must be verified. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified at re-examination. These include:

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- Legal identity
- Age
- A person's disability status, unless a temporary disability was claimed

If adding a new family member due to birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or a reasonable accommodation for an existing family member to the unit causes overcrowding according to the occupancy standards, the Housing Authority will place the family on the transfer list to move to an appropriately-sized unit. If the family is in either the tenant-based or project-based voucher programs, refer to the Administrative Plan for additional information.

#### **15.4 Implementing Changes and Effective Dates**

##### **Family in a HOME Unit**

Changes in rents may take place annually to keep up with the cost of maintaining the units and awareness of market conditions while staying within the HOME income limits, where applicable. If a family's income exceeds HOME income limits, the family is not required to move, but the rent will be increased to market rate in accordance with HOME guidelines. The Housing Authority will provide tenants with a 60-day notice of rent changes.

##### **Independence Plaza Affordable**

Changes in rents may take place annually to keep up with the cost of maintaining the units while maintaining affordability for very-low and low-income seniors. If a resident's income increases from the 50% AMI limit to the 80% AMI limit, rent will increase to that limit. The tenant may be required to move but also may have the option to stay in the smaller unit, but pay the higher rent. If the tenant's income increases beyond the low income limit, the tenant will be required to pay the market rate rent. The tenant's unit will be reclassified as a market rate unit and another market rate unit will be reclassified as a low-income affordable unit. The Housing Authority will provide tenants with a 60-day notice of rent changes.

##### **Family in a Section 8 Project-based Unit**

Changes in rents may take place only on the anniversary date of the HAP contract. Property Management staff, as owner, will submit a request for a rent increase to the Director of Housing Assistance or designee 60 days in advance of the anniversary date. The request will be accompanied by the independent entity's (i.e., Oakland Housing Authority) rent determination. If approved, the Housing Authority, as owner, will give tenants 30 days' notice of the increase in rent. Increases will take place for all units under the Project-Based Voucher Housing Assistance Contract, including ones in the initial term of the lease.

##### **Family with a Housing Choice Voucher**

The Housing Programs Department processes changes in income, assets, etc. As such, staff in this department also will enter any an increase or decrease in the family's share of rent that results from an annual re-examination and the date on which adjustment in rent will take effect. The Housing Programs Department will notify the tenant of the change that will be implemented.

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## **16.0 REPORTING AND IMPLEMENTING CHANGES**

### **16.1 Overview**

Changes in the number of family members must be reported promptly. Income changes do not need to be reported between re-examinations; however, the Housing Authority will follow up with residents under specific circumstances as outlined in Section 16.5.

For tenants participating under the Section 8 Project-based program or with a Housing Choice Voucher see the Section 8 Administrative Plan for income change reporting requirements under those programs.

### **16.2 New Family Members and Obtaining Housing Authority Approval**

All additions of persons to the household must be reported to the Housing Authority within 14 calendar days. Some additions require prior approval.

If the addition is the result of birth, adoption, or court-awarded custody, the family must notify the Housing Authority within 14 calendar days of the addition, but prior approval is not required. If the addition to the household does not meet the requirements for occupancy of a seniors' complex, the family will be given notice to move in compliance with the rental agreement.

If the addition of a family member, due to birth, adoption, or court-awarded custody, to the household results in overcrowding of a HOME unit where there is no other form of assistance (Section 8), the family will be placed on a transfer list for the next available HOME unit of the correct size within the Housing Authority portfolio of HOME properties. If the family does not wish to move from the HOME-only unit, the Housing Authority may allow the family to stay in place if the unit is not severely overcrowded. The Housing Authority will consider family composition, age of residents, and size of the bedrooms in making a determination for an exception.

All other additions to the family must be approved by the Housing Authority. This includes live-in aides (see next section), a foster child, and any person not on the rental agreement who no longer qualifies as a "guest" under the terms of this agreement. Requests must be made in writing and approved by the Housing Authority prior to the individual moving into the unit.

Additions of adults will only be allowed due to legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or approval as a reasonable accommodation for an approved existing family member.

If the individual meets the Housing Authority's eligibility criteria and the unit can accommodate the additional member(s) of the household without overcrowding, the Housing Authority will provide written approval to the family. If the individual does not meet the Housing Authority's eligibility criteria or overcrowding results, the Housing Authority will notify the family in writing of its decision to deny approval of the new household member and the reasons for the denial. The Housing Authority will make its determination within 14 calendar days of receiving all information that is required to verify the individual's eligibility.

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### 16.3 Live-In Aides

*Live-in aide* means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The AHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

A live-in aide differs from a member of the family caring for another member in the following respects:

- The live-in aide is not a party to the lease and does not have tenancy rights,
- The income of the live-in aide is not counted in the rent calculation,
- In some cases, the live-in aide will receive an additional bedroom,
- The AHA must verify the need for a live-in aide through a knowledgeable professional, and
- A specific individual must be approved by the AHA as the live-in aide.

For a relative to qualify as a live-in aide, the tenant must show that the care provided is an arms-length transaction. To do this, the family must certify that:

- The person is capable of providing the required care for the tenant;
- The person has never been a member of the household while the family was receiving housing assistance or residing in a Property Management unit, nor has the person made regular financial contributions to the household while the family was receiving housing assistance or living in a Property Management unit;
- There is no other reason for the person to live in the unit other than to provide care for the disabled tenant; and
- The person intends to maintain his or her finances separately from the disabled tenant's household.

The Housing Authority shall apply a preponderance of the evidence standard in determining whether the family has met its burden of proof. If the Housing Authority denies the relative live-in aide status, the Authority will notify the family in writing.

Upon the Housing Authority's determination that a relative is a family member and, therefore, does not qualify as a live-in aide, the family may request to add the person as a family member if it does not result in overcrowding of the unit.

The requirements regarding relatives as live-in aides is continuously in effect. The Housing Authority may determine that a relative, who has taken the place of a live-in aide, does not meet the definition of a live-in aide and will be counted as a family member. If the Housing Authority makes such a determination, it will notify the tenant in writing and of the process by which the decision may be appealed.

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A relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The AHA will not approve a particular person as a live-in aide, and may withdraw such approval, if the person does not meet the eligibility criteria; engages in violent or drug-related criminal activity; interferes with the right to peaceful enjoyment of the premises by other residents; or violates any terms of the lease. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

Within 14 calendar days of receiving a request for a live-in aide, including all required documentation related to the request, the AHA will notify the family of its decision in writing.

**16.4 Overcrowding.** Overcrowding is defined as exceeding the Housing Authority's occupancy limits (see Section 4.1).

#### **16.5 Reductions in Family Size**

If a household member, including family members, live-in aides, foster children and foster adults, ceases to reside in the unit, the family must inform the Housing Authority within 14 calendar days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a change in family size results in the family being overhoused in a HOME, PBV, or other subsidized unit, the Housing Authority will require the family to move to an appropriately-sized HOME unit if one is available. If an appropriately-sized HOME unit is not available among the Housing Authority's portfolio of HOME units, the family will be added to the appropriate transfer list.

Overhoused is defined as having a unit with more than the fewest number of bedrooms that meets the following occupancy standard:

- One bedroom for each two persons within the household, except in cases of reasonable accommodation.

#### **16.6 Changes Affecting Income**

The Housing Authority will conduct an interim re-examination when:

- The family has reported zero income. The Housing Authority may contact the resident as often as every month to determine if this situation has changed.
- Tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available.

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- To correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

For implementation, refer to Section 15.4.

## **16.7 Processing Income Changes**

If the Housing Authority determines that the family's income exceeds the HOME income limits based upon follow up information obtained, the family's rent will be adjusted to reflect market rents as required under HOME Program rules.

If the Housing Authority determines that the income of an Independence Plaza family in an affordable unit exceeds the income limit, the family will pay the market rate rent. If the family is in a very-low income unit, the family may be required to move to a market rate unit; otherwise, the unit will be reclassified as a market rate unit.

The Housing Authority will provide a legally required notice of any rent increase.

## **17.0 UNIT TRANSFERS AND INDEPENDENCE PLAZA UNIT CHANGES**

### **17.1 Emergency Transfers**

Emergency transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, a law enforcement matter particular to the neighborhood, or a domestic violence situation.

### **17.2 Immediate Administrative Transfers**

Immediate administrative transfers are necessary to provide a family needing a unit with accessible features to move to a unit with such a feature or to enable modernization work to proceed.

### **17.3 Regular Administrative Transfers**

Regular administrative transfers are made to offer incentives to families willing to help meet certain Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically-advisable transfers, and other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem.

### **17.4 Tenant Transfer Requests**

A tenant may request a transfer. For instance, a tenant who lives in a complex where pets are allowed may wish to acquire a dog which would require transferring to a unit specifically designated for a pet dog. In such cases, the transfer to a designated pet unit must occur prior to acquisition of a pet.

In considering the request, the Housing Authority may request additional information which may include a meeting with the tenant. The Housing Authority will review the request and respond within 14 calendar days with its decision to grant or deny the transfer request. The Housing Authority will not allow transfers

into units with assistance that result in the tenant bypassing an existing wait list.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the family may request a review of the decision by the determining staff member's supervisor.

### **17.5 Independence Plaza Unit Changes**

Independence Plaza has two types of units:

- Affordable Units with rents set at two levels based on the 50% and 80% levels of AMI
- Units with no affordability restrictions ("Market Rate") units

Tenants who require an accessible unit will be provided one if available, and the unit will be reclassified to fit the income level of the tenant. If an accessible unit is not available, the tenant will be placed on the transfer list (Immediate Transfer category) for an appropriate unit.

An Independence Plaza tenant in a two-bedroom unit that no longer requires the second bedroom will be required to move to a one-bedroom unit if available. If a one-bedroom unit is not available, the tenant will be placed on the transfer list and required to move when a one-bedroom unit becomes available. This will be categorized as a Regular transfer unless an applicant or another tenant has a medical need for a two-bedroom unit in which case the transfer will be categorized as Immediate.

If a tenant in an affordable one-bedroom unit request to transfer to a two-bedroom unit due to an approved reasonable accommodation or a change in family size, the family will be placed on the transfer list.

If a tenant in a market rate one-bedroom unit requests to transfer to a two-bedroom unit, the tenant will be added to the wait list, if open, at the appropriate spot for the preferences the family is eligible for, and the date and time the request is received. Exceptions to this requirement will only be made for approved reasonable accommodations.

### **17.6 Processing Transfers**

The Housing Authority will verify the reason for a transfer, such as the need for a live-in aide or a unit with accessible features, unless the need is obvious. Families awaiting Emergency transfers will be housed first, followed by families in the Immediate transfer category, the Regular transfer category, and then the Tenant-requested transfer category. Families on the transfer list will be housed prior to families on the waiting list. Within these categories, families are selected for transfer by 1) need for a reasonable accommodation, 2) over-housed families, 3) under-housed families, and then 4) seniority at the property.

Upon offer and acceptance of a unit, the family will execute all necessary documents and pay any rent and security deposit.

If the transfer is being made at the request of the Housing Authority and the family rejects the offer, the Housing Authority may take action to terminate the family's

tenancy. If the reason for the transfer is due to overcrowding, the family may request in writing to stay in the unit, unless the family is in a Section 8 project-based unit, in which case a move is required if the unit is too small or too big for the family. The Housing Authority will review any requests to remain in place and will consider all factors, which will include at least the following:

- Other families on the transfer list or waiting list that may need the unit.
- If there is another room that could be used as a sleeping area.

#### **17.7 Cost of the Family's Move**

The cost of the transfer, including overlapping rent, changes in security and other deposits, and moving expenses, will be borne by the family when the transfer is:

- Made at the request of the family or by others on behalf of the family (i.e., by the police);
- Needed to move the family to an appropriately-sized unit, either larger or smaller;
- Needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer, including overlapping rent and moving expenses, will be borne by the Housing Authority when:

- Necessitated because a family with disabilities needs the accessible unit into which the transferring family moved, and the family without disabilities signed a statement to this effect prior to accepting the accessible unit; or
- The transfer is needed in order to carry out rehabilitation activities; or
- Action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable.

The Housing Authority will not allow the family's security deposit to transfer from one unit to the other. Any tenant-caused damages which result in repair charges will be charged to the tenant's security deposit and any remainder will be billed to the tenant. Failure to repay the monies owed may result in collection activities or termination of tenancy or assistance due to an outstanding debt to the Housing Authority. Refer to Section 12.2 and 19 for additional information.

#### **17.8 Tenants in Good Standing**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing (i.e., the family is in compliance with its rental agreement and current in all payments to the Housing Authority) unless an exception is made by the Executive Director.

#### **17.9 Refusing a Transfer**

If a tenant refuses to accept an Emergency, Immediate, or Regular transfer, excluding a Tenant-requested transfer, when a suitable unit is available and does not provide clear evidence that acceptance of a given offer will result in undue hardship, the tenant's lease may be terminated.

If a tenant refuses to accept a Tenant-requested transfer when the requested type of unit is available, the tenant will be removed from the transfer list.

#### **17.10 Right of the Housing Authority in Transfer Process**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

### **18.0 INSPECTIONS**

#### **18.1 Move-in Inspections**

The Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant's file.

#### **18.2 Annual Inspections**

Annually, the Housing Authority will inspect or will contract to inspect all properties, to ensure that they meet the Housing Authority's standards. For units occupied by Housing Choice Voucher participants (HCV or PBV), Housing Quality Standards (HQS) apply. Independence Plaza will receive an annual Uniform Physical Conditions Standards inspection. The Housing Authority will use HQS standards or another approved standard for HOME and other miscellaneous units.

Work orders will be submitted and completed to correct any deficiencies.

#### **18.3 Preventive Maintenance Inspections**

Preventive maintenance inspections, intended to keep the unit in good repair, generally are conducted prior to the annual inspection. They check the condition of weatherization; plumbing pipes and fixtures; smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; and provide an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

#### **18.4 Special Inspections**

A special inspection may be scheduled to enable the Housing Authority or others to inspect a sample of the housing stock.

#### **18.5 Housekeeping Inspections**

The Housing Authority will schedule and conduct a housekeeping inspection, when deemed necessary, to ensure the family is maintaining the unit in a safe and sanitary condition.

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## **18.6 Notice of inspection**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Housing Authority will give the tenant at least 24 hours written notice if hand-delivered or six days' notice if mailed, in accordance with the rental agreement.

## **18.7 Emergency Inspections and Access to the Unit**

If any employee or agent of the Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

Housing Authority personnel or agents of the Housing Authority may enter the premises or allow access to law enforcement personnel at any time, without advance notice, when there is reasonable cause to believe that either of the following exists:

- An emergency, which includes allowing entrance for law enforcement personnel or agencies that possess appropriate legal documents (i.e. search warrant, arrest warrant) for entry to a unit when such entry will mitigate or remove a threat regarding the health and safety of other residents or to avoid damage to the property.
- An extreme hazard involving the potential loss of life or severe property damage.

## **18.8 Move-out Inspections**

The Housing Authority conducts a move-out inspection after the tenant vacates to assess the condition of the unit and to determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. A mirror image of the form used when the tenant moved in will be used to examine the premises. These forms can be compared to determine what, if any, damage to the premises has occurred since move in that is not the result of normal wear and tear. This inspection and the comparison analysis become the basis for any claims that may be assessed against the security deposit.

## **19.0 PAYMENT OF AMOUNTS OWED THE HOUSING AUTHORITY**

The Housing Authority may at any time terminate tenancy of a resident for non-payment of monies owed the Authority. The Authority will advise residents in writing of its intent to terminate tenancy due to monies owed under the conditions specified in the rental agreement.

When a resident owes money to the Housing Authority and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow him or her to enter into a payment agreement. The Housing Authority has sole discretion of whether to enter into such an agreement.

To enter into a payment agreement to allow the family to pay its outstanding debt in monthly installments, the family must be in good standing with the Housing

Authority and the debt amount must be \$3,000 or less. To be in good standing, a family must not have any other outstanding debts related to an existing payment agreement and must be in compliance with the rental agreement. If the amount owed is greater than \$3,000, a payment agreement may only be entered into with the Executive Director's approval.

A resident's tenancy may be terminated unless the resident:

1. Pays the debt in full; or
2. Enters into a payment agreement based on the Authority's payment schedule listed below (minimum monthly payment is \$25 per month) and pays at least 10 percent down initially within 14 calendar days of the payment agreement date. If the family is unable to make a 10 percent initial down payment, the Executive Director may approve a smaller initial down payment if the family can prove evidence of excessive hardship.

Upon receipt of the down payment, subsequent payments are due, in full, each month thereafter until the balance owed reaches \$0. A late or partial payment is considered a missed payment. If a payment is not received according to the payment agreement terms, the total amount owed becomes due immediately. The balance of the debt must be paid in full or the tenant's tenancy will be terminated. Any exceptions to the guidelines specified above must be approved by the Executive Director.

The length of the payment agreement is determined by the amount of debt as follows:

< \$450	=	6 months
\$451 - \$900	=	1 year
\$901 - \$2,000	=	2 years
\$2,001 - \$3,000	=	3 years

The family may request the Housing Authority allow a longer period if the debt would prove a substantial financial hardship; however, in no case should the monthly amount be less than \$25. If the Housing Authority grants the longer period to pay the debt, the family must enter into a revised payment agreement. The Housing Authority may require the family to return to the schedule when the amount will no longer cause a substantial financial hardship.

All Payment Agreements must be in writing and signed by both parties. Failure to comply with the Payment Agreement terms may subject the Resident to eviction procedures.

## **20.0 PAYMENT OF AMOUNTS OWED TENANTS**

If the Housing Authority owes an amount to a tenant, that amount will be paid within 30 days unless other arrangements are made between the Housing Authority and the tenant. Overpayments of rent or other charges made by a tenant will be used by the Housing Authority to offset any other amounts owed to the Housing Authority by that tenant. If the tenant has a notation such as "November rent payment" on the check or money order, this notation will be crossed out, unless

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the notation says to apply the amount to late charges, before being applied to other charges, such as maintenance charges.

Overpayment amounts will be applied first to rent due and then to other outstanding charges, not including late charges.

## **21.0 TERMINATION OF RENTAL AGREEMENT**

### **21.1 Termination By Tenant**

The tenant may terminate the rental agreement at any time, following the initial term, upon submitting a 30-day written notice. If the tenant vacates prior to the end of the 30 days, he or she may be responsible for rent through the end of the notice period.

### **21.2 Termination by Housing Authority**

The Housing Authority will terminate the rental agreement for serious or repeated violations of the terms of the rental agreement. Violations, that could result in termination, include but are not limited to, the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments (i.e., four late payment notices issued within 12 months);
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent within 14 calendar days of the Housing Authority's request;
- D. Failure to allow inspection of the unit at reasonable times and after reasonable notice; the Housing Authority defines reasonable notice as 24 hours if hand-delivered or six days if mailed; reasonable time is defined as regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday; tenancy will be terminated for tenants who miss two inspection appointments;
- E. Failure to maintain the unit in a safe and sanitary manner or committing waste (e.g., using excessive amounts of water) in violation of the rental agreement;
- F. Failure to pay for utilities when specified in the lease as a tenant responsibility;
- G. Assignment or subletting of the premises;
- H. Use of the premises for purposes other than as a dwelling unit; the unit must be the family's only residence;
- I. Destruction or damages of property;
- J. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- K. Engaging in drug-related criminal activity. This includes drug-related criminal activity which may have occurred either on or off the premises, and includes activities of any family member or guest.

Any family member who engages in drug-related criminal activity according to a preponderance of the evidence, or who allows a live-in aide or guest to



- engage in such activities, will have his or her tenancy terminated. Evidence of such activity includes the following:
- a. Conviction of a misdemeanor or a felony involving drugs, including the manufacture of methamphetamines (e.g., felony possession of a controlled substance);
  - b. A pattern of arrests for drug use or possession or sale; or
  - c. A preponderance of evidence exists that a pattern of drug use or possession that interferes with the health and safety or disturbs the peaceful enjoyment of the premises of others.
- L. Engaging in violent criminal activity or using alcohol in a manner that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
  - M. Engaging in activity that results in a family member being subject to a state lifetime registration requirement for sex offenders;
  - N. Non-compliance with Non-Citizen Rule requirements;
  - O. Permitting persons not on the lease to reside in the unit more than 14 days each year without the prior written approval of the Housing Authority;
  - P. Engaging in or threatening abusive or violent behavior toward Housing Authority personnel; this includes shouting, threatening gestures, direct or veiled threats against personnel, or following personnel; and
  - Q. Failing to accept an Emergency, Immediate, or Regular transfer to an available unit;
  - R. Other good cause.

### **21.3 VAWA Protections.**

The Violence Against Women Act (VAWA) provides some protections of tenants assisted under federal programs such as Section 8 and HOME. The following protections apply to tenants in units with such assistance.

In keeping with provisions of the Violence Against Women Act (VAWA), incidents of actual or threatened violence, dating violence, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

VAWA also gives the AHA the authority to terminate the rental agreement to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

VAWA does not limit the authority of the AHA to terminate the rental agreement of any participant if the AHA "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance."

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When a tenant family is facing termination of rental agreement because of the actions of a household member, guest, or other person under the tenant's control and a tenant or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the AHA will require the individual to submit documentation affirming that claim.

The documentation must include:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, or

A police or court record documenting the actual or threatened abuse, or

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the AHA within 14 business days after the AHA issues its written request. The 14-day deadline may be extended at the AHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the AHA may proceed with assistance termination.

If the AHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, the AHA will proceed with the immediate termination of the family's lease.

Although VAWA provides protection for victims of domestic violence against lease termination, it does not provide protection for perpetrators. VAWA gives the AHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. If the AHA chooses to exercise this authority, however, it will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub.L. 109-271] which includes the termination of rental agreement.

When the actions of a tenant or other family member result in a AHA decision to terminate the family's rental agreement and another family member claims that the actions involve criminal acts of physical violence against family members or others, the AHA will request that the victim

submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame, or any approved extension period, the AHA will terminate the perpetrator's rental agreement. If the victim does not provide the certification and supporting documentation, as required, the AHA will proceed with termination of the family's tenancy.

If the AHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, the AHA will proceed with the immediate termination of the family's rental agreement.

In the case of maintenance charges, the AHA will investigate on a case-by-case basis, upon appeal by the tenant, the cause of the damages and will factor in considerations of VAWA when deciding charges to client for repairs or requested services (such as changing locks).

#### **AHA Confidentiality Requirements**

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

#### **21.4 Abandonment**

The Housing Authority will consider a unit to be abandoned when a resident has fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit. Being absent from the premises for fourteen or more consecutive days, without notice to the landlord of an extended absence, shall be an indication by actions of an intention not to continue living in the unit.

The Housing Authority will follow State law regarding abandoned property in the unit.

#### **21.5 Return of Security Deposit**

After a family moves out, the Housing Authority will return the security deposit within 21 days, or give the family a written statement of why all or part of the security deposit is being kept. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 21 days; or an electronic payment is made and the written statement is e-mailed to tenant upon mutual agreement.

Interest on security deposits of families who move out of complexes is set aside in a dedicated fund by the Housing Authority for tenant-related improvements.

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**21.6 Right to Hearing**

Families whose tenancy is being terminated for maintenance charges may request in writing for an informal grievance hearing prior to the Housing Authority filing an eviction action (Appendix C).

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## GLOSSARY

Note: Refer to the Administrative Plan for terms that apply to the Section 8 Housing Choice Voucher (tenant-based) and project-based voucher (PBV) programs.

**Abusive or violent behavior:** verbal as well as well as physical abuse or violence toward Housing Authority staff or other residents. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. **Threatening** refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for denial or termination of assistance.

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Annual Income:** All amounts, monetary or not, that: a) Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or b) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and c) Are not specifically excluded from annual income. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A person or family that has applied for admission to a program or unit but is not yet a tenant.

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved to be signed by applicants and residents to obtain income information from employers or other income sources.

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

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**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly Person:** A person who is at least 62 years of age.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family:** includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: 1) a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; 2) or a group of persons residing together, and such group includes, but is not limited to: i) a family with or without children; ii) an elderly family; iii) a near-elderly family; iv) a disabled family; v) a displaced family; and vi) the remaining member of a tenant family.

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household Members:** All members of the household including members of the family, foster children, foster adults, and live-in aides. All household members are listed on the lease, and no one other than household members is listed on the lease. Not all household members are parties to the lease.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A re-examination of a family's income and household composition conducted between the regular re-examinations when a change in a household's circumstances warrants such a re-examination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.

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**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Non-Citizen:** A person who is neither a citizen nor national of the United States.

**Person with Disabilities:** A person who:

- A. Has a disability, as defined in 42 U.S.C. 423, Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long--continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

- C. Has a developmental disability as defined in 42 U.S.C. 6001, Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states that a developmental disability is a severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (a) self care, (b) receptive and responsive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, and (g) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

- D. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

- E. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

|||

F. Means "individual with handicaps", as defined in § 8.3 of this title for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**Residency Preference:** A Housing Authority preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area"). Work means gainfully employed for at least 20 hours per week and receiving ongoing monetary compensation for such work at an amount equal to or greater than the minimum wage as established by the State of California. Temporary Agency work may be considered employment in the city of Alameda if:

- a. The person is on ongoing assignment in the city of Alameda, regardless of where the temporary agency is headquartered; or
- b. The temporary agency is located in the city of Alameda and the person received payroll from Alameda, even if the actual assignment was elsewhere.

With the exception of temporary agency work, the actual place where work is performed, and not the location of the employer's headquarters, shall serve as the basis for residency preference determination. Occasional, sporadic, undocumented or unpaid employments (volunteer work) are not considered gainful employment.

A homeless person or family may be considered a resident if the person/family resides in a facility located in the area which provides temporary or transitional shelter for homeless persons or if the family's last permanent address was in the area.

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying a Housing Authority-owned unit.

**Tenant Rent:** The amount payable monthly by the family as rent to the Housing Authority. Refer to the Administrative Plan for Section 8-assisted tenants.

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Threatening:** Oral or written threats or physical gestures that communicate intent to abuse or commit violence. Also see "Abusive or violent behavior."

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(b))

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Appendix A  
**AFFIRMATIVE FAIR HOUSING MARKETING PLAN**

The Housing Authority will recruit tenants using a strategy designed to ensure equal access to units for all persons in any categories protected by federal, state, and local laws governing discrimination.

Project Description and Unit Mix/Accessibility

Name of Complex / Type	No. of Units	Income Limit	Accessibility Features
<b>Anne B. Diamant Plaza, 920 Park Street*</b>			
0BR / 1Bath	51		Wheelchair lift in Community Room
1BR/1Bath	13		
2BR/1Bath	1	Manager's Unit	
Total ABD Units	65		
<b>China Clipper Plaza, 460 Buena Vista Avenue*</b>			
0BR /1Bath	3	3 HOME	1 unit accessible
1BR/1Bath	14	8 HOME	
2BR/1Bath	8		
3BR/1Bath	1		
Total CC Units	26		
<b>Eagle Village, 700 blocks of Eagle and Buena Vista Avenues</b>			
1BR/1Bath	6	20% of	3 units accessible
2BR/1Bath	21	Units must	
3BR/2Bath	15	remain available	
Total EV Units	42	to Low income	
<b>Esperanza, corner of Third and Brush Streets*</b>			
1BR/1Bath	12		6 units accessible
2BR/1Bath	1	Manager's Unit	
2BR/1Bath	29	80% of units	
3BR/1.5Bath	48	must remain	
4BR/2Bath	24	available to	
5BR/2Bath	6	Low-income	1 unit accessible
Total ESP Units	120		
<b>Independence Plaza, 703, 705, 707, 709, 711 Atlantic Avenue</b>			
1BR/1Bath	89	Very Low	7 units accessible
1BR/1Bath	26	Low	
1BR/1Bath	43	Market Rate	
2BR/1Bath	4	Very Low	2 unit accessible
2BR/1Bath	9	Low	This mix will change as the AHA decreases the number of very low units by around 10 per year.
2BR/1Bath	15	Market Rate	
2BR/1Bath	1	Manager's Unit	
Total IP Units	186		
<b>Lincoln House, 745 Lincoln Avenue</b>			
1BR/1Bath	1	All Units	1 unit accessible
2BR/1Bath	3	Very Low	
Total LH units	4	HOME	
<b>Lincoln/Willow, 2101 &amp; 2103 Lincoln Avenue, 1602 Willow Street*</b>			
1BR/1Bath	5		1 unit accessible

Total LW units	5		
<b>Parrot Gardens, 1800 blocks of St. Charles and Bay Streets</b>			
2BR/1Bath	6		
3BR/1Bath	1	Manager's Unit	
3BR/1Bath	1		
Total PG Units	8		
<b>Parrot Village, 1800 blocks of Wood, Chapin, and St. Charles Streets*</b>			
2BR/1Bath	10	20% of Units must	5 units accessible
3BR/2Bath	20	remain available	
4BR/2Bath	20	to Low-income	
Total PV Units	50		
<b>Rosefield Village, 700 blocks of Eagle and Buena Vista Avenues</b>			
1BR/1Bath	29		3 unit accessible
2BR/1Bath	15		
2BR/1Bath	1	Manager's Unit	
4BR/3Bath	1		1 unit accessible
Total RV Units	46		
<b>Senior Condos, 2000 block of Otis Dr (2 units), 1800 block of Shoreline Drive (1 unit), and 900 block of Shorepoint Court</b>			
1BR/1Bath	7	6 Very Low	
Total CO Units	7	1 HOME Low	
<b>Sherman Street Complex, 1416 Sherman Street</b>			
2BR/1Bath	9	7 Very Low and	
Total SHS Units	9	2 HOME Low	
<b>Stanford House, 1917 Stanford Street*</b>			
1BR/1Bath	1		
2BR/1Bath	2		
3B/1Bath	1		
Total SH Units	4		
* Some units in these locations have project-based voucher (PBV) assistance attached in which case Section 8 income limits apply.			

### Qualifying for Residency

The Section 8 Administrative Plan and the Property Management Policy will guide staff on the qualifications for occupancy of Housing Authority units. All applicants will be screened and processed by the Housing Authority's eligibility staff.

### Public Noticing and Outreach

All noticing and advertising will include prominent use of the Equal Housing Opportunity logo and the ADA logo. All public notices will state where and when to apply, the type of assistance available, and any limitations on who may apply, including the restrictions on *noncitizens* with ineligible immigration status.

When the Housing Authority determines there is a need for additional families on any affordable waiting list, or if a shortage of applicants for a particular size or type of unit (e.g., four-bedroom unit or handicapped-accessible unit) or special program occurs, the Housing Authority will:

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1. Open the waiting list and advertise this opening by:

- Publishing a notice in local Alameda newspapers (e.g., *Alameda Journal* and *Alameda Sun*);
  - Posting a notice in the Housing Authority office; and
- Posting a notice on the Housing Authority's website.

Refer to the Administrative Plan for guidance on actions to be taken when the Housing Authority opens any Section 8 waiting list.

2. All announcements regarding the availability/acceptance of applications will be mailed and/or e-mailed to a Marketing List of social services providers/community-based organizations. The Housing Authority will concentrate on contacting service providers/community-based organizations in the City of Alameda, but will also do outreach throughout Alameda County primarily through community-based organizations. In particular, where the Housing Authority has been unable to identify a city-wide community based organization for an identified population, the Housing Authority will contact the closest Alameda County organization (e.g., Center for Independent Living Centers for special outreach to persons with disabilities in Oakland and Berkeley and Native American Health Services in Oakland for special outreach to American Indians). The written material will clearly state the method for obtaining and submitting an application. The Housing Authority has developed and will maintain this Marketing List. The current version of the Marketing List is attached as Exhibit A to this Appendix.

#### Rent Up Procedures / Waiting List / Unit Selection

Refer to the Property Management Policy or Section 8 Administrative Plan.

All Housing Authority staff are informed about the importance of furthering fair housing and providing an equal opportunity to all eligible families without regard to any category protected by federal, state, or local laws governing discrimination. Fair Housing Posters are posted throughout the Housing Authority office, including the lobby and interview rooms.

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APPENDIX A  
Exhibit A  
MARKETING LIST  
SOCIAL SERVICE AGENCIES / COMMUNITY-BASED ORGANIZATIONS

- Alameda Chapter of the American Red Cross
- Alameda County Emergency Services Network
- Alameda County Health Care for the Homeless
- Alameda Food Bank
- Alameda Free Library (all)
- Alameda Homeless Network
- Alameda One Stop Career Center
- Alameda Point Collaborative
- Alameda Recreation and Parks (and Mastick Senior Center)
- Alameda Services Agencies Cooperative (ASAC)
- Alameda Social Service Human Relations Board
- Alameda Unified School District (and each individual school, and PTAs)
- American Indian Child Resource Center
- American Indian Resources Institute
- BANANAS (child care facility)
- Bay Area Community Services
- Building Futures With Women and Children
- Centers for Independent Living
- Child and Family Services
- Disabled American Veterans
- East Bay Agency for Children
- East Bay Habitat for Humanity
- East Bay Housing Organizations
- East Bay Native American Health Center
- East Bay Vietnamese Association
- ECHO Fair Housing
- Family Services Agency
- Homean Outreach Agency
- Korean Community Center of the East Bay
- Midway Shelter
- North Cities Jobs/Housing
- Oakland Chinese Community Council
- Project SHARE
- Renewed HOPE
- Senior Citizens Council
- Smart Healthy Babies Work Group
- Spanish Speaking Unity Council
- United Indian Nations Inc.
- Woodstock Child Development Center
- Society of St. Vincent de Paul

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## APPENDIX B

### INCOME LIMITS

Refer to the Administrative Plan for Income Limits for the Section 8 programs.

#### HOME PROGRAM

<b>2014 State HCD Income Limits Effective 04.15.15</b>					
<b>Persons in Household</b>	<b>Annual Income Extremely Low</b>	<b>Annual Income Very Low</b>	<b>Annual Income Low</b>	<b>Annual Income Median</b>	<b>Annual Income Moderate</b>
1	\$ 19,650	\$ 32,750	\$ 50,150	\$ 65,450	\$ 78,550
2	\$ 22,450	\$ 37,400	\$ 57,300	\$ 74,800	\$ 89,750
3	\$ 25,250	\$ 42,100	\$ 64,450	\$ 84,150	\$ 101,000
<b>4</b>	<b>\$ 28,050</b>	<b>\$ 46,750</b>	<b>\$ 71,600</b>	<b>\$ 93,500</b>	<b>\$ 112,200</b>
5	\$ 30,300	\$ 50,500	\$ 77,350	\$ 101,000	\$ 121,200
6	\$ 32,570	\$ 54,250	\$ 83,100	\$ 108,450	\$ 130,150
7	\$ 36,730	\$ 58,000	\$ 88,800	\$ 115,950	\$ 139,150
8	\$ 40,890	\$ 61,750	\$ 94,550	\$ 123,400	\$ 148,100

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## APPENDIX C

### INFORMAL GRIEVANCE HEARING PROCESS

#### PURPOSE

The purpose of this document is to provide a process to resolve disputes between the Housing Authority and tenants where a Housing Authority action to terminate tenancy may result in the tenant's eviction due to unpaid maintenance or repair charges.

#### APPLICABILITY

This process applies to all individual grievances between the tenant and the Housing Authority where an eviction is proposed for maintenance or repair charges. It will not apply to any other type of grievance concerning either an eviction for, or termination of tenancy including but not limited to any termination for any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Housing Authority, OR an eviction or termination of tenancy for any drug-related criminal activity on or off such premises OR an eviction or termination for non-payment of rent.

#### PROCESS

Request for Grievance Process: The tenant must submit a written request to the Director of Operations within 14 calendar days after receipt of a notice of termination of tenancy for maintenance or repair charges. The tenant should include the reason(s) for the grievance, and the action or relief sought.

Scheduling: Upon receiving the tenant's complaint, a time to hear the grievance will be scheduled. Every effort will be made to schedule this meeting within 14 calendar days from the date of receipt of the request. Meetings will be held at the Housing Authority office.

Hearing the Grievance: Grievances will be presented to a Housing Authority staff member not involved in the decision to evict the tenant, who can be impartial, or an outside party. The meeting will be private.

The tenant must present, either orally or in writing, his or her grievance. The tenant may bring translators or witnesses to the meeting. The tenant may request translation services.

The tenant may present evidence and arguments in support of his or her complaint. Documents must be presented at the hearing; after the hearing, they will not be accepted.

Decision: A decision, based on the facts and in consideration of applicable laws, will be made as quickly as possible. Every effort will be made to notify the tenant of the decision in writing within 14 calendar days. The decision will be honored by the Housing Authority.

A decision in favor of the Housing Authority will not affect any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings.

The Authority will not file an unlawful detainer action in a State or local court until a decision has been made through this process if the complaint is filed within the 14-day deadline.

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## APPENDIX D: ELIGIBILITY REQUIREMENTS BY COMPLEX

All applicants for Property Management units must meet eligibility requirements outlined in the Property Management Policy.

COMPLEX	UNIT TYPE	ADDITIONAL ELIGIBILITY REQUIREMENTS
Anne B. Diament Plaza	Project-Based	Seniors; 24 CFR 982.201; Administrative Plan
Anne B. Diament Plaza	Affordable	Seniors
China Clipper	Project-Based	24 CFR 982.201; Administrative Plan
China Clipper	HOME	HOME Income Limits
China Clipper	Other	
Condos	HOME	Seniors; HOME Income Limits
Esperanza	Project-Based	24 CFR 982.201; Administrative Plan
Esperanza	Other	Under 80% of AMI
Independence Plaza	Affordable	Seniors under 80% AMI
Independence Plaza	Market Rate	Seniors under 120% AMI
Lincoln House	HOME	HOME Income Limits
Lincoln/Willow	Project-Based	Seniors; 24 CFR 982.201; Administrative Plan
Parrot Village	Project-Based	24 CFR 982.201; Administrative Plan
Parrot Village	Other	
Stanford House	Project-Based	24 CFR 982.201; Administrative Plan
Sherman House	HOME	HOME Income Limits

As allowed by program regulations, units at Anne B. Diament, China Clipper, Eagle Village, Esperanza, Lincoln/Willow, Parrot Gardens, Parrot Village, and Rosefield Village will be available first to Housing Choice Voucher holders.

**Seniors:** A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. Family members must be at least 55 years of age.

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.**

**Identifying Information**

Name of Claimant: United Rentals (North America), Inc.  
Name of Customer: Bayview Painting & Construction  
Job Location: Esperanza Site Improvements, Alameda, CA  
Owner: Housing Authority of the City of Alameda

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

**Exceptions**

This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$ 0.00

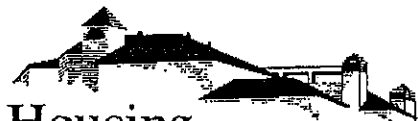
**Signature**

Claimant's Signature: *Derrick Jackson*  
Claimant's Title: *Credit Service Rep*  
Date of Signature: *October 30, 2015*

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7/1/12





# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper

Prepared by: Victoria Johnson, Director of Housing and Community Development

Date: November 18, 2015

Re: Approve Resolution Authorizing the Executive Director to Enter into the Ground Lease, Loan Documents and Project Agreements and to Negotiate and Execute Related Documents Required for the Development of Stargell Commons

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## BACKGROUND

Stargell Commons (Project) is a 32-unit family rental project at Alameda Landing that will be jointly developed by the Housing Authority and Resources for Community Development (RCD). The funding sources for the Project include low-income housing tax credit equity, a permanent mortgage loan, City and County HOME funds, County Boomerang funds, and a gap funding loan from the Housing Authority. In April, 2014, the Board of Commissioners approved a \$2 million loan to the Project, to be loaned from the Housing Asset Fund (Housing Successor Agency) of the Housing Authority. In February 2015, the Housing Authority acquired the one-acre Project site from the City of Alameda. The site includes both a primary parcel where the residential units, community space and the main parking area will be built, and a secondary parking parcel.

Staff is actively working with RCD and outside counsel to finalize closing documents and the project is on schedule to close funding on December 2<sup>nd</sup> and to commence construction soon thereafter.

## DISCUSSION

Ownership Structure: At the time of the construction loan closing, Stargell Commons, L.P. will enter into a 99-year ground lease with the Housing Authority. This limited partnership will be the ownership entity of the Project and RCD will be the managing general partner of the partnership. Wells Fargo Affordable Housing Community

Development Corporation will be the limited partner (investor) and Island City Development will be the special limited partner.

The Housing Authority will continue to own the land and, beginning in the thirteenth year after the project is completed and occupied, the Housing Authority (or an affiliate) will have a right of first refusal and an option to re-acquire the property; the acquisition price will be the greater of the appraised value or the outstanding debt and taxes (if any).

The Housing Authority has received approval from HUD to award seven project-based vouchers to the Project and to enter into a 15-year Agreement for Housing Assistance Payments (AHAP) with the Partnership. The voucher units will be distributed throughout the buildings and will include one, two, and three-bedroom units. Tenants for these units will be referred from a waiting list maintained by the Housing Authority.

Financial Structure (Permanent):

SOURCES (rounded)		USES	
Tax Credit Equity – WF CDC	\$12,040,000	Ground Lease Payment	\$400,000
Permanent Loan – WF Bank	1,200,000	Construction (hard) Costs	10,960,000
Housing Authority Loan	2,000,000	Permits and Fees	520,000
Alameda County Boomerang	1,380,000	Soft Costs	3,250,000
Alameda County HOME	290,000	Contingency	1,320,000
City of Alameda HOME	370,000	Reserves	260,000
RCD GP Loan	88,000	Developer Fee	1,450,000
<b>TOTAL</b>	<b>\$18,160,000</b>		<b>\$18,160,000</b>

The table above summarizes the development budget that has been approved by the lender, investor, RCD, the County and the City partners. The Housing Authority loan will be secured by a lien on the property, and is in second place after the private Wells Fargo loan. There will be four separate affordability restrictions placed on the property (City, Housing Authority, County and State) ensuring long-term affordability for no less than 59 years.

Neither the Housing Authority nor Island City Development will be required to provide financial guarantees.

Closing Documents

The attached Resolution and all legal documents associated with the transaction have been prepared by outside counsel. The Housing Authority is represented by Carle, Mackie Powers & Ross for the transaction.

Closing documents that must be executed by the Housing Authority are listed below and draft copies of the documents are provided in a binder available for Board and public review.

1. Resolution Authorizing the Executive Director to Enter into the Ground Lease, Loan Documents and Project Agreements
2. Subordination and Standstill Agreement (Subordination to senior lender)
3. Easement Agreement (Parcel AE and Parcel I)
4. Estoppel Certificate
5. Right of First Refusal and Purchase Option Agreement
6. Consent to Assignment of AHAP Contract as Security for Financing
7. Assignment of Housing Assistance Payments Contract and Housing Assistance Payments

The following document will be signed after the project is completed:

8. Consent to Assignment of HAP Contract as Security for Financing

FINANCIAL IMPACT

The \$2 million dollar Housing Authority loan to the Project is made at a 3% rate of interest and will be repaid from available cash flow in proportion to other soft loans made to the Project. The loan is due in full in 57 years.

Legal and other eligible costs incurred during the pre-development period will be reimbursed when the construction loan closes. To date, the Housing Authority has expended less than \$80,000 in pre-development costs.

As co-developer and in exchange for the services provided, the Housing Authority will be eligible to earn a share of the total development fee in the amount of \$100,000. This fee will be paid when the Project is completed and has converted to permanent financing. This is in addition to the initial ground lease payment of \$400,000 and any future ground lease payments.

The Housing Authority will also receive a payment of \$2 million from Tri-Pointe Homes on or before April 2018. This is an *in-lieu* fee that will be paid to the Housing Authority by the developer of the market rate homes; the funds will be used for development of additional affordable housing units.

RECOMMENDATION

Authorize and approve actions necessary to proceed with the financing and construction of the Stargell Commons project including the following separate actions:

- a) Adopt Resolution authorizing the Executive Director to enter into the ground lease, loan documents and project agreements
- b) Authorize the Executive Director to negotiate and execute related documents required for the development of Stargell Commons including an Easement Agreement

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/vj

Attachment A – Resolution

Attachment B – Binder of Closing Documents

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.* \_\_\_\_\_

**AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO THE  
GROUND LEASE, LOAN DOCUMENTS AND PROJECT  
AGREEMENTS**

**WHEREAS**, the Housing Authority of the City of Alameda (the "**Housing Authority**") and Stargell Commons, L.P., a California limited partnership (the "**Partnership**") are parties to that certain Disposition, Development and Loan Agreement made as of February \_\_, 2015 (the "**DDLA**"); and

**WHEREAS**, the Housing Authority acquired a fee interest in land located at 2700 Bette Street, City of Alameda, County of Alameda, California (the "**Land**") from the City of Alameda (the "**City**"); and

**WHEREAS**, the City requires that the Housing Authority enter into and record against the Land an "**Affordable Housing Agreement**"; and

**WHEREAS**, the DDLA contemplates that Island City Development, a California nonprofit public benefit corporation ("**ICD**"), will be a co-general partner of the Partnership; and

**WHEREAS**, due to a loan of CHDO HOME funds from County of Alameda, ICD, which is not a CHDO, may be prevented from being a general partner of the Partnership and may instead be a limited partner of the Partnership; and

**WHEREAS**, the DDLA contemplates the Housing Authority and the Partnership entering into a ground lease with respect to the Land for a term of 75 years, upon which the Partnership will construct 32 units of housing (comprising 31 affordable units and 1 manager's unit) (the Partnership's leasehold interest in the land and fee interest in the improvements now or hereafter located thereon is collectively referred to herein as the "**Project**"); and

**WHEREAS**, the Partnership has requested that the term of such ground lease be revised to 99 years, and, if and to the extent requested by the investor limited partner (the "**Investor**") of the Partnership, the difference between the fair market value of the leasehold interest in the Land exceed the rent under such ground lease the difference shall be deemed a capital contribution of ICD to the Partnership or other tax structure required by the Investor (with such revision(s), the "**Ground Lease**"); and

**WHEREAS**, the DDLA contemplates the Housing Authority providing the Partnership with a construction and permanent, nonrecourse loan in the amount of

\$2,000,000, secured by the Project, which loan will be evidenced and secured by a loan agreement, a regulatory agreement, a deed of trust, and such other documents deemed necessary or advisable by the Executive Director or her designee (collectively, the "Housing Authority Loan Documents"); and

WHEREAS, the Housing Authority may amend the DDLA to assist in the development of the Project to the extent deemed necessary or advisable by the Executive Director or her designee (the "DDLA Amendments"); and

WHEREAS, ICD and/or the Housing Authority will obtain a right of first refusal and option to purchase the Project and/or partnership interests in the Partnership pursuant to a right of first refusal and purchase option agreement or similar document (the "RoFR Agreement"); and

WHEREAS, the Housing Authority has approved a housing assistance payments contract to be entered into with the Partnership ("HAP"); and

WHEREAS, on \_\_\_\_\_, 2015, the Housing Authority Board of Commissioners held a public meeting to consider the approval of the City Option Agreement and Quitclaim Deed after publishing notice of the public meeting as required by law, and heard all interested persons expressing a desire to comment thereon or object thereto, and considered the City Option Agreement and Quitclaim Deed; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves (1) the Affordable Housing Agreement; (2) ICD as a limited partner or general partner of the Partnership; (3) the Ground Lease; (4) the Housing Authority Loan Documents; (5) the DDLA Amendments; (6) the RoFR Agreement; (7) the HAP; and (8) such other documents, agreements and contracts deemed necessary or advisable by the Executive Director or her designee in furtherance of these resolutions and/or to assist in the development of the Project (collectively, the "Transaction Documents"), using its own independent judgment.

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

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ATTEST:

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Vanessa M. Cooper  
Executive Director/Secretary

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Arthur Kurrasch, Chair  
Board of Commissioners

**Adopted:**

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Date

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# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared by: Victoria Johnson, Director of Housing and Community Development

Date: November 18, 2015

Re: Approve a Loan to Island City Development for Pre-development costs at  
Rosefield Village; Authorize the submission of a tax-exempt bond  
application to the California Debt Limit Allocation Committee (CDLAC);  
Authorize Executive Director to Execute Related Documents

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## BACKGROUND

An important component of the Housing Authority's overall real estate development policy is to redevelop or substantially rehabilitate existing properties in the AHA portfolio. There are many benefits to this type of redevelopment in addition to the physical preservation of affordable units. Other benefits include improvements to resource efficiency and unit accessibility, the ability to adjust unit types to meet current demographic need, improvements to community spaces and resident service programs, reduction in operating costs and, through the low income housing tax credit program, significant capital contributions that will partially fund project costs. The Housing Authority can also receive payments on the sale or ground lease of the property to the tax credit partnership. When a project is thus sold, the Housing Authority or its affiliate retain the right to reacquire the project at the end of the tax credit period (typically 15 years).

Rosefield Village is a 42 unit multi-family complex of nineteen total buildings located between Eagle Avenue and Buena Vista. The property has previously been identified as a property with severe physical needs. Forty of the 46 units were constructed as modular/pre-fabricated building and the Facilities Department has made many repairs since the buildings were first installed in 1975. Earlier this year, staff took two units out of service in order to assess and make structural repairs. Staff has also engaged the services of a consultant to perform Physical Needs Assessments at all AHA owned properties including Rosefield Village. This report was received in September and indicated the need for a comprehensive structural assessment. An engineer has been engaged to perform the evaluation. In addition to the two units vacated for repair, there is now one turnover vacancy and all current tenants participate in the Housing Choice



Voucher Program. The property currently has no debt and no recorded regulatory restrictions.

## DISCUSSION

A preliminary feasibility analysis has been completed by the financial consultant (Community Economics) and staff believes that the refinancing and rehabilitation of the property can be completed through the use of tax-exempt bond financing and 4% Low Income Housing Tax Credits. The tax credit program includes a special designation for 'acquisition-rehabilitation projects' that require significant repairs.

If converted to a tax credit property, most of the same tenants are expected to be qualified to remain at Rosefield Village. A detailed temporary relocation plan will be prepared and meetings with tenants will be held throughout the year leading up to the start of construction. The transition to a tax credit form of ownership will reflect a major change at the property in many ways. A tax credit limited partnership will be formed and this limited partnership will be the new owner (for at least 12 years). Island City Development (ICD) will be the managing general partner of the partnership. All tenants will have to be recertified for eligibility, new leases will be required and rent will be paid to the new owner. The tax credit also requires that property management must be provided by tax credit certified management firms. The firm must be identified and submit its credentials at the time of the tax credit application.

Staff has recently learned that there will be significant changes made to the low income housing tax credit program as of January 2016. One of the changes is to remove the Alameda County-wide designation as a "Difficult Development Area" (DDA). By this change, the amount of tax credit equity that can be accessed to rehabilitate the property will be reduced by 30%. In order to benefit from the current DDA status, the State is allowing owners of property to submit placeholder bond applications by December 15, 2015. Then, applicants must submit an updated and complete tax credit application by the end of 2016, and close the construction loan by early 2017.

To fulfill this accelerated schedule to submit a bond application it is necessary to enter into a number of services contracts. Total development costs should be met through loan proceeds or investor equity contribution, but a significant amount of funds must be laid out to bring the project to closing. Additionally, certain contracts that will not be paid until loan closing must be signed up front, and therefore some contractual liability is assumed. The projected cost of these contracts is as follows:

- Architectural and Engineering Services - \$600,000
- Civil Engineering, Survey, Soil and Environmental - \$100,000
- Construction Estimating and Management - \$50,000
- Legal Services - \$50,000
- Financial Consulting Services - \$50,000
- Relocation Consultant and costs - \$20,000
- Application Fees and Performance Deposit - \$50,000
- City and Utility Fees - \$80,000

This budget is tentative, subject to the results of the structural report and the cost estimate. If it is determined that financial feasibility cannot be achieved through the use

of tax-exempt bonds and 4% credits, staff will return to the Board and may recommend an alternative financing strategy. With Board approval to proceed, staff will work on approximately the following schedule:

DATE	TASK
December 2015	Submit preliminary bond application
February 2016	Preliminary Scope of Work and Cost Estimate
March 2016	Relocation Plan and meet with Residents
April 2016	RFP for Design Architect
November 2016	Submit application for tax credits; solicit for General Contractor
January 2016	Tax Exempt Bond Allocation
April 2017	Proposed loan closing and start of construction

Staff is proposing to work with the California Municipal Finance Authority to (CMFA) issue the bonds. CMFA is a bond issuing authority that was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds. The CMFA is a public entity, separate and apart from each member, and the debts and obligations of the CMFA do not constitute debts, liabilities or obligations of the members. The Housing Authority has previously issued bonds through CMFA for Parrot and Eagle Village.

FINANCIAL IMPACT

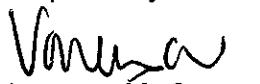
Of the estimated \$1,000,000 in pre-development expenses that will be incurred prior to the close of construction financing, most of the expenses will be reimbursed from the construction loan. These funds may then be reused for future development activity. The source of funds shall be Housing Authority funds from the Esperanza refinancing that were set aside for development and that are now held in a reserve account. All funds loaned to ICD are tracked separately and are documented with a Promissory Note.

The Housing Authority will also be eligible to receive payments on the sale or ground lease of the property and to earn developer fee for project development.

RECOMMENDATION

Staff requests Board approval of a loan to Island City Development in the amount of \$1,000,000 to be used to meet the pre-development expenses for the rental project and to authorize the Executive Director to execute contracts and agreements in accordance with the Authority's procurement policy. Staff also requests Board authorization to contract with CMFA and to submit a tax-exempt bond application to the California Debt Limit Allocation Committee (CDLAC).

Respectfully submitted,

  
Vanessa M. Cooper  
Executive Director

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# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared by: Victoria Johnson  
Director of Housing and Community Development

Date: November 18, 2015

Re: Update on Below Market Rate Home Program and Authorize the  
Executive Director to Purchase the Below Market Rate Unit at 2431  
Oceana Street

## BACKGROUND

The Below Market Rate (BMR) home program includes sale of new homes, resale of existing homes and monitoring the 110 home portfolio. Within the past six months, nine new homes have been sold at Alameda Landing (three have already closed) and the first four homes at Marina Shores will be released for sale before the end of the year.

With respect to resale, in March 2015 the property owner at 1819 Paru St. submitted a Notice of Intent to Sell and in July the board authorized staff to exercise the right to purchase the property. However, since then the owner has stated that she is not yet ready to move, and the sale has been delayed.

There is another property that may be available for sale within the coming two months. On November 10, 2015 the Housing Authority received a Notice of Default for the property located at 2413 Oceana St. The Regulatory Agreements on BMR properties include the right for the Housing Authority to purchase a unit in the event of default.

Due to extraordinarily low city-wide vacancy rate and the shortage of three-bedroom rental units, staff is recommending that the Housing Authority purchase the unit to utilize as a rental unit for some period, with the option to sell to a qualified buyer at a future date.

## DISCUSSION

This property at 2413 Oceana was originally built and sold in 2007 as a 90% income band home. The home is 1700 square feet (3 bedroom, 2.5 bath) and is located in the Bayport sub-division.

Because the Notice of Default was just received, staff has sent a letter to confirm whether the owner intends to cure the default but has not yet spoken with the owner. The mortgage payments on the home are now more than six months in arrears.

The documents that allow for AHA to exercise an option to purchase also require the AHA to notify the Owner and Lender within 30 days of the issuance of the NOD. Although the Notice of Default was issued on October 9th, we did not receive a copy of the Notice until November 10<sup>th</sup>, and we therefore believe there are grounds to extend the timeline for notification.

#### BUDGET CONSIDERATION/FINANCIAL IMPACT


According to the calculation formula as defined in the original sale documents, the purchase price is approximately \$280,000. There will be additional costs for unpaid taxes or liens, bank charges, and legal fees.

Non-federal funds available in the Affordable Housing Fund or General Fund will be used to purchase the property and to pay for repairs, cleaning and painting prior to re-occupancy.

#### RECOMMENDATION

Authorize Executive Director to execute necessary documents and to purchase the home located at 2431 Oceana Street.

Respectfully submitted,

  
Vanessa M. Cooper  
Executive Director

VMC/vj



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared by: Janet Basta  
Director of Human Resources and Operations

Date: November 18, 2015

Re: Approve an Amendment to Contract with Koff & Associates LLC  
Establishing a Limit of no More than Two Hundred Thousand Dollars, and  
Authorize the Executive Director to Execute the Amendment

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## BACKGROUND

In January 2015, the Board authorized an extension and increase of the contract with Koff and Associates LLC, a Human Resources consulting firm, to a total of no more than \$125,000 in expenditures through June 12, 2016. At the time the request was made, expenditures on the contract totaled \$101,433.

## DISCUSSION

In the first six months of 2015, the need for HR consulting was greater than anticipated, and consequently, expenses were as well, due to a number of accommodation requests, leaves of absences, employee performance and relations issues, and new employee onboarding processing. Koff also provided support to various recruitments in the first half of 2015, as we brought on a number of new employees during the 2015 calendar year. While regular access of Koff for services has greatly declined, we do still utilize their firm for some matters such as conducting background checks of potential employees. Further, we intend to have Koff conduct the Compensation Study in early 2016 at an approximate cost of \$12,800. Since Koff conducted the last study that was done, utilizing them again will allow us to complete this study more economically than utilizing another firm as efficiencies can be realized.

Consequently, we are requesting an amendment to the contract with Koff & Associates that would increase the limit of the contract to no more than \$200,000 through June 12, 2016. Please note that it is our intention to bid these services early in 2016 to commence with the next fiscal year.



FINANCIAL IMPACT

The current FY budget includes a combined budget of \$60,000 for Human Resources and PR consulting and \$50,000 for a Class and Comp consultant. As we intend to utilize Koff for the Compensation study, we will be able to complete this contract with these two budget limits. Further, we will attempt to minimize other use of Koff & Associates for routine matters, so as to keep the total contract expenditures below the contracted amount.

RECOMMENDATION

Approve the amendment to the Koff & Associates LLC contract.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/JCB

Attachments: Contract Amendment

## AMENDMENT NO. 2 TO CONSULTANT AGREEMENT

This Amendment of a Consultant Agreement by and between the Housing Authority of the City of Alameda, public body, corporate and politic (hereinafter "AHA") and KOFF & ASSOCIATES INC. , a California Limited Liability Partnership, whose address is 2835 7th Street, Berkeley, CA 94710 (hereinafter "Consultant"), made with reference to the following:

### RECITALS

A. On June 11, 2012, a Consultant Agreement was entered into by and between AHA and Consultant.

B. On January 21, 2015 the Agreement was amended to increase total compensation to the Consultant to a total not to exceed amount of one hundred and twenty five thousand dollars (\$125,000) and extending the end date to June 12, 2016 for a total of five years of services.

C. The effective date of this Amendment shall be November 18, 2015.

D. All conditions of the Consultant Agreement will remain the same except as amended below.

E. The Amended Consultant Agreement limited the Compensation to Consultant to a total not to exceed one hundred twenty five thousand dollars (\$125,000.00) for the five year term of the contract.

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

The Compensation to Consultant will be increased to a total not to exceed amount of two hundred thousand dollars (\$200,000) for the five year term of the contract ending June 12, 2016.

The applicable fee schedule for the duration of the contract extension will be

- President & CEO \$160/hour
- Senior Project Manager \$125/hour
- Associates \$110/hour
- Technical/Admin Support \$60/hour

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

KOFF & ASSOCIATES INC

Housing Authority of the City of Alameda

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Georg Krammer  
Partner

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Vanessa M. Cooper  
Executive Director



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared by: Janet Basta  
Director of Human Resources and Operations

Date: November 18, 2015

Re: Proposal to Modify the Days the Housing Authority is Open to the Public

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## BACKGROUND

Beginning Monday December 28, 2015 we are proposing to close the office to the public every other Friday. Concurrently, we plan to harmonize flexing schedules for hourly staff so that all non-exempt staff flex on the same schedule, with the Friday office closure day coinciding with the flex day. This proposal is being brought to the Board for discussion purposes.

## DISCUSSION

This proposal is based on the following internal concerns and challenges, as well as potential benefits that could be gained from the change:

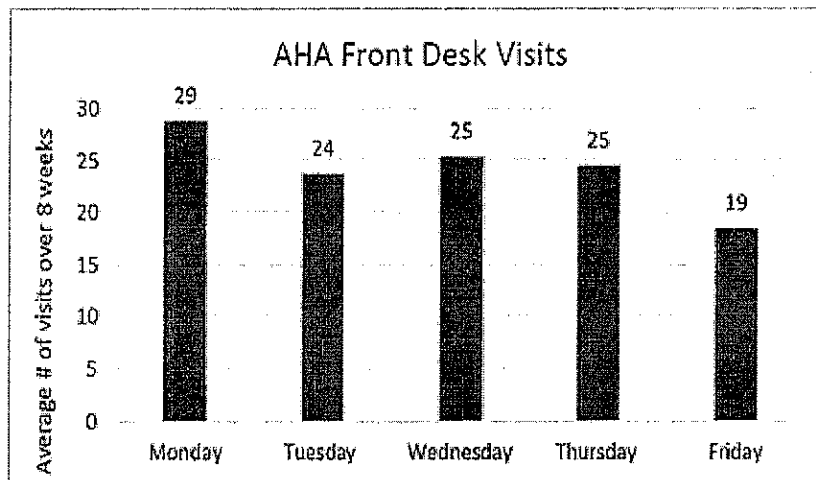
- Staff have multiple different flexing schedules which can lead to low levels of service being available to the public every Friday; we are not fully staffed on any open Friday especially when unscheduled absences occur. Staff often have to deal with emergencies and other non-routine work they are not familiar with.
- There is a high administrative cost, including manual payroll changes, to manage complex schedule arrangements to ensure there is adequate cover on Fridays.
- Staff will be able to schedule concentrated time for administrative tasks, such as scanning, on the days when in the front door is closed to the public.
- Employees that flex will not return to the office Monday with follow-up to do from issues that were brought in on the previous Friday.
- This will also allow for a uniform holiday schedule including alternative flex days.

We believe we can make this change with minimal impact on the public:

- Data on visitor records over an eight week period shows that Fridays have about 66-79% of the visitor volume of other days:







- Other Bay Area Housing Authorities have made or are considering making this change. We are currently surveying other HA's to learn what their practices are; to date we have learned that Contra Costa and Santa Clara are closed every other Friday, and Berkeley is closed every Friday. Other agencies report that the schedule is generally working well though there was a period of adjustment, which is to be expected.
- If we move forward with this proposal, a letter will go out to every current tenant participant, applicant, landlord and vendor so they are informed in advance and will have time to adjust to the new schedule. Our website and phone system will also clearly set out closed days.
- Staff who work on the "closed" Fridays will be expected to answer the phone and return calls, so not all contact with the public will cease.
- Unit inspections will still be offered on Tuesdays and Thursdays, and maintenance and emergency services for tenants will continue to be available 24/7.
- Longer term, we may consider adding some limited evening hours during the week of the Friday closure.

The impact on staffing includes:

- This proposal primarily impacts office based staff, as they have the most "visitor" contact and are the group that currently flexes.
- Maintenance Technicians (with the possible exception of the Lead) and "at will" Resident staff will not be impacted. Supervisory staff will be available on all days.
- Staff will not be permitted to change from flexing (72 hours per pay period) to not flexing (75 hours per pay period) unless there is a business reason that justifies this change; the agency cannot afford for all hourly employees to go from 72 hours to 75.
- Eventually, management may review whether a flex schedule for all employees may be more effective, but this would require some change to various aspects of the personnel policy and would be brought back to the Board once discussions have been held with supervisors and staff.
- Current data on flex status is:



- o 9 hourly office-based staff currently flex (45%), 11 (55%) do not
- o 15 exempt staff flex; 1 does not flex

A proposed schedule for 2016 is attached, with the proposed schedule for the last two weeks of Dec 2015 noted. In addition, a clean-up day will be scheduled for some time in September 2016, along with one half-day closure between Christmas and New Year.

FINANCIAL IMPACT

We do not anticipate any impact to the budget as staffing levels and total work hours are not projected to change as a result of this change in operations.

RECOMMENDATION

No action is required; this is being brought to the Board for discussion purposes only.

Respectfully submitted,

  
Vanessa M. Cooper  
Executive Director

VMC/JCB

Attachments: Proposed 2016 calendar



# 2016 AHA Holiday and Closure Schedule

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6							
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26
24	25	26	27	28	29	30	28	29	27	28	29	30	31	27	28	29	30	31		
31																				

April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2		1	2	3	4	5	6	7							
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	
24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	26	27	28	29	30		

July							August							September							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1	2		1	2	3	4	5	6							
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29	30					
31																					

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5								
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31			
30	31																			

## Notes

- Yellow      Holidays
  - Green      Office Closed to Public
  - Blue      Alternate holiday for "A" flexing exempt staff
- 
- First      Fri closure - 12/18/15
- Dec 31    Closed instead of 1/1/16



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared  
by: Janet Basta  
Director of Human Resources and Operations

Date: November 18, 2015

Re: Adopt the Resolution to Amend the Revised Housing Authority's Personnel  
Policies

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## BACKGROUND

The Housing Authority became an autonomous agency in 2012 and adopted new personnel policies that replaced the City's Employee Handbook and the ACEA and MCEA Memorandums of Understanding. In drafting the 2012 Personnel Policies staff sought guidance from a variety of sources and perspectives. Sample personnel policies from the Housing Authority Risk Retention Pool (HARRP) provided a good starting place. Attorneys skilled in human resources and covered California and federal laws prepared these policies. Various changes have triggered legal or policy changes since then and have been approved by the Board.

## DISCUSSION

This month an amendment is proposed for revisions to the Holidays policy, sub-section G of section VI. Attendance / Absence. While a full revision of the Personnel Policies is planned for 2016, the calendar year nature of holidays is the impetus for bringing a proposal to the Board for consideration this month.

A proposal is outlined to change the Paid Holiday policy to reflect the Agency's intent to designate alternative holidays for those employees whose flex day would fall on the usual holiday schedule, and to move to a system of providing holiday pay up to the number of hours that employees are regularly scheduled to work on a holiday. These changes would eliminate the need for holiday hours to be granted on an annual basis that employees then need to manage over the course of the year, and allow for more efficient and predictable agency-level scheduling of holidays, which can currently be challenging due to the number of employees that work on flex schedules.



The proposed changes to the Floating Holidays policy are being made to facilitate simpler, more consistent administration of floating holidays for employees in their probationary period and to revise the policy to be in compliance with recommendations from legal counsel regarding implementation of Labor Codes that address "use it or lose it" types of leave policies and payment of leave benefits at termination.

We are requesting that these changes be approved effective December 31, 2015 so that implementation can be in place for the upcoming calendar year.

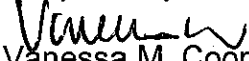
FINANCIAL IMPACT

The financial impact of these changes consists of some additional holiday pay being provided to employees on flex schedules (5 hours/calendar year or approximately 0.24% of payroll) and potentially, earlier provision of floating holiday leave to probationary employees. The Housing Authority will attempt to minimize this by planning for known recruitments earlier in the calendar year. Both of these impacts can be accommodated in the current budget.

RECOMMENDATION

Adopt the Resolution to amend the Housing Authority's revised Personnel Policy effective December 31, 2015.

Respectfully submitted,

  
Vanessa M. Cooper  
Executive Director

VMC/JCB

Attachments:

Draft Personnel Policy with Track Changing



HOUSING AUTHORITY  
OF THE  
CITY OF ALAMEDA

PERSONNEL POLICY

Amended  
~~December 17, 2014~~ JANUARY 21 ~~JUNE 17~~ July 1,  
2015  
Effective ~~January~~ July ~~January 1, 2016~~ 5

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## VI. Attendance / Absence

### G. Holidays

1. Paid Holidays. The Housing Authority provides 10 paid holidays for full-time employees. The Housing Authority observes the following holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day and <u>the</u> following Friday
Christmas Day	

Each year, the Housing Authority will publish a calendar of holidays and office closures for the following year. If a particular holiday falls on a Saturday, the preceding Friday shall generally be observed. If the holiday falls on a Sunday, the following Monday shall generally be observed. Leave for a designated holiday may not be taken until the holiday occurs. The Housing Authority will also designate an alternative holiday for those employees whose regularly scheduled flex day falls on a day designated as an Agency holiday.

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All regular full-time employees are provided a paid day off for each holiday up to the number of hours they are regularly scheduled to work on that day. Part-time employees who are regularly scheduled to work on a holiday will be paid for that holiday up to the number of hours they are regularly scheduled to work.

2. Pay. If a non-exempt employee is scheduled or required to work on a Housing Authority- observed holiday, the employee will be paid for the holiday. In addition, non-exempt employees will receive time and one-half in pay for all hours worked on such holiday.
3. Floating Holidays. Floating holidays allow employees to have additional paid leave to cover absences for personal reasons such as religious observations or to supplement vacation, sick and holiday leave. All regular full-time employees and probationary employees for whom January 1 falls after their hire date receive three and one-half days (28 hours for employees on a 40 hour-based workweek and 26.25 hours for employees on a 37.5 hour-based workweek) Between on January 1 of each year. Employees may request to use floating holiday hours between January 1 and December 31, eligible employees may request to take up to three and one-half floating holidays (in addition to Housing Authority recognized holidays) at times to which the employee and his/her supervisor agree. See below for exceptions for probationary employees. Regular part-time employees will be granted floating holiday hours pro-rated based on the percentage of time they are regularly

scheduled to work, and on the schedule described above. No other classification of employees receives floating holidays.

Employees may carry over unused floating holiday hours to subsequent years. However, employees cease earning floating holiday hours beyond a maximum of three and on-half days, or their pro-rated hours, as defined above based on employment status and workweek hours. In the succeeding year employees will receive on January 1 only the number of floating holiday hours that will bring their total to the appropriate maximum as defined above.

Upon termination of employment, employees will be paid for any unused floating holiday hours.

4. Holidays and New Probationary Employees. During the original probationary period, employees are entitled to use one floating holiday at hire, one additional floating holiday after six months, and one and one-half additional floating holidays will be awarded upon completion of 12 months of service. Employees who are otherwise eligible for floating holidays and are initially hired during a calendar year receive a floating holiday allocation at the time of hire that is prorated for the remainder of the calendar year based on the hire date. Eligible employees may request to use floating holiday leave on or following the day it is received including during any period of their probationary period that falls in the calendar year in which they were hired



HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.* \_\_\_\_\_

AMEND PERSONNEL POLICY: Holidays

**WHEREAS**, the Housing Authority Board of Commissioners adopted the AHA Personnel Policies April 12, 2012; and

**WHEREAS**, the Housing Authority Risk Retention Pool (HARRP) provided a model for the personnel policies; and

**WHEREAS**, Liebert Cassidy Whitmore completed a thorough review of the AHA Personnel Policies and certified legal compliance at both the state and federal levels on November 4, 2014; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Alameda hereby approves the amendment of the Holidays policy of the Personnel Policy included in the Agenda Packet effective December 31, 2015.

ATTEST:

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

\_\_\_\_\_  
Vanessa M. Cooper  
Secretary

Adopted: \_\_\_\_\_



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared by: Janet Basta  
Director of Human Resources and Operations

Date: November 18, 2015

Re: Adopt the Resolution to Authorize the Executive Director to Execute the  
Annual Renewal of the Agency Cafeteria Plan and Transportation Plan

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## BACKGROUND

The Housing Authority Board of Commissioners has previously approved a Cafeteria Plan, established effective May 1, 2012, and a Transportation Plan, established effective October 1, 2014, to be included in AHA employee benefit offerings. These plans allow employees to pay for certain expenses, including certain insurance premiums (currently health and VSP insurance), health and dependent care expenses, and transportation/commute expenses, on a pre-tax basis. Through elected payroll deductions, employees purchase "qualified benefits" that may not be included in their gross income, allowing them to realize substantial tax savings.

In addition, the AHA Board elected to offer employees the maximum \$500 carryover option for the Health Care Reimbursement Account beginning with the 2013 Plan year, and the Board adopted the formal IRS language that subsequently became available for the 2014 Plan year authorizing the carryover of up to \$500 at the end of any Plan Year.

## DISCUSSION

In order to continue to offer this valuable benefit, AHA is required to renew both the Cafeteria Plan and Transportation Plan each calendar year. As part of the renewal process, AHA is provided with the opportunity to adjust the limits for each plan to the revised limits that are set by the IRS for each plan year. Generally, increases are minimal and there may be no increase at all in any given year. For 2016, limits are:

- For Health Care Reimbursement accounts: \$2550 (no change from 2015)
- For Dependent Care Reimbursement accounts: \$5000 (no change from 2015)
- For the Transportation Plan: Transportation also remains unchanged at \$130, while parking increased to \$255 (up from \$250)



To facilitate timely Plan renewals, including adoption of annual limits and processing of the carryover provision, we are asking for Board approval to authorize the Executive Director to approve annual renewals each year of these Plans including:

- Changes to the annual limits of the current plans up to the limits set by the IRS
- Continuation of the \$500 carryover provision of the Health Care Reimbursement Account on an annual basis
- Other minimal plan changes made to reflect changes in benefit structure that do not have a significant financial impact to the Agency. For example, dental insurance premiums are not currently included in the premium conversion Cafeteria Plan and this may be something we consider in the future dependent on the structure of the agency's employee benefit package. Note that any significant changes to the overall benefits package and structure will continue to be brought to the Board for approval, including but not limited to, adoption of new benefits offerings and setting of employer-level contributions to benefits.

#### FINANCIAL IMPACT

The Cafeteria and Transportation Plans are voluntary benefits and all contributions to the plans are made by AHA employees. The annual cost paid by AHA to administer the Plans is approximately \$600, based on a minimum monthly administrative fee of \$50 or \$5/participant/month, whichever is greater. Adoption of the proposed Resolution does not impact these fees.

#### RECOMMENDATION

Adopt the Resolution to authorize the Executive Director to execute the annual renewal of the Agency Cafeteria Plan and Transportation Plan.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/JCB



HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.* \_\_\_\_\_

AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE ANNUAL RENEWAL  
OF THE AGENCY CAFETERIA PLAN AND TRANSPORTATION PLAN

**WHEREAS**, the Board of Commissioners of the Housing Authority of the City of Alameda has previously approved a Cafeteria Plan, established effective May 1, 2012, and a Transportation Plan, established effective October 1, 2014, to be included in AHA employee benefit offerings; and

**WHEREAS**, these plans require annual renewal, including adoption of revised limits; and

**WHEREAS**, occasionally, other plan modifications may be proposed that have minimal financial impact on the Housing Authority budget;

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that effective November 18, 2015, the Executive Director of the Housing Authority of Alameda is authorized to execute the annual renewals of the agency Cafeteria and Transportation Plans each year.

ATTEST:

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

\_\_\_\_\_  
Vanessa M. Cooper  
Secretary

Adopted: \_\_\_\_\_



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From Vanessa M. Cooper  
Executive Director

Prepared by: Roderick J. Roche  
Director of Facilities

Date: November 18, 2015

Re: Approve the transfer of AHA Owned Property Reserves for two (2) Facilities Department Capital Improvement Projects in the total amount of \$606,822. Increase the Fiscal Year 2016 CIP budget for ABD-C1-13 to \$425,000, and increase the Fiscal Year 2016 budget for ESP-C2-15 to \$431,822 and approve Project Budget increase to \$1,600,400

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## BACKGROUND

The Housing Authority adopts its annual budget at the first meeting in April each year. At the April 2015 Board of Commissioner's Meeting the budget update for Fiscal Year 2016 revised the original budget approved on April 16, 2014 for the Fiscal Year starting July 1, 2015 and ending June 30, 2016. Included in this approved Fiscal Year 2016 budget was the Facilities Department planned expenditures of \$5,129,482 for Capital Improvement Projects and Extraordinary Maintenance Projects (CIPs & EMPs) for our Owned and Managed Complexes and Units. Two (2) Capital Improvement Projects require budget adjustments for planned Fiscal Year 2016 expenditures.

## DISCUSSION

ABD-C1-13 – Section 504 & UFAS Compliance Project. This is an annual carryover project from Fiscal Year 2013 to convert (3) three units at our Anne B. Diament Senior Complex to fully accessible units. The current Fiscal Year 2016 budget includes \$250,000 for this effort. During July 2015, and through an RFP process, AHA hired an architect for this project. The current program plan to be fully compliant with Section 504 & Uniform Federal Accessibility Standards (UFAS) is to improve no less than four (4) units. AHA also received preliminary estimates for the current design for these proposed improvements will require the project budget to be increased to \$425,000.

ESP-C2-15 – Site Improvements Project. This is a carryover project from Fiscal Year 2015, and the current Fiscal Year 2016 does not include a budget for this Project. At the

June 2014 Board of Commissioner Meeting, the Executive Director was authorized to execute a construction project budget in the amount of \$1,550,400 and award a contract to Bayview Painting Construction in the amount of \$1,292,000 for the majority of the scope for Esperanza Site Improvements. This provided for a 20% contingency for this Project. The Esperanza site improvements project provides for new fences, entrance, site lighting, painting, walkways, new playgrounds and other minor amenities.

At the end of the previous fiscal year, June 30, 2015, this Project with Bayview Painting Construction was ~85% complete with its work associated with these Site Improvements. Through the end of Fiscal Year 2015, AHA paid \$1,168,578 to Bayview Painting Construction on this Project.

Bayview Construction Painting's work for completing the Site Improvements Project continued on into Fiscal Year 2016 and reached substantial completion in July 2015. The current contract with Bayview Painting Construction is \$1,519,948. The current Bayview contract amount includes ten (10) approved and processed contract change orders in the total amount of \$227,948. Below is a summary breakdown of these changer orders:

- CO #1 – Minor fence upgrades and additions
- CO #2 – Minor fence changes
- CO #3 – Installation of replacement sheds
- CO #4 – Change to add all-new playground equipment
- CO #5 – Added sidewalk repair locations
- CO #6 – Exterior stucco repairs and dry rot repairs at balconies
- CO #7 – Replacement mailbox locations and additional dry rot repairs
- CO #8 – Replaced existing concrete at arbors and added signage
- CO #9 – Underground unforeseen obstructions at arbors and site lighting
- CO#10 – Preparation work for playground #3 & #6 base material replacement

In addition, there remains one outstanding change order item of ~\$80,000 which will be the final step for replacement of the base material at playgrounds #3 & #6. This will require a Project Budget adjustment of \$50,000 for a total project budget of \$1,600,400. This change will be a 3% increase to the previously approved Project Budget.

In short, the ESP-C2-15 Project Budget was not carried forward to Fiscal Year 2016. As such, a budget adjustment for this project is required to be added to the Fiscal 2016 budget in the amount of \$431,822.

### FINANCIAL IMPACT

Each of the two aforementioned Capital Improvement Projects will need to draw down the additional project funds from AHA Reserves, and as follows:

- ABD-C1-13 – Section 504 & UFAS Compliance Project - \$175,000
- ESP-C2-15 – Site Improvements Project - \$431,822

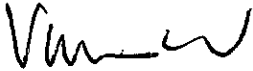
Honorable Chair and  
Members of the Board of Commissioners

November 18, 2015

RECOMMENDATION

Approve the transfer of AHA Owned Property Reserves for two (2) Facilities Department Capital Improvement Projects in the total amount of \$606,822. Increase the Fiscal Year 2016 CIP budget for ABD-C1-13 to \$425,000, and increase the Fiscal Year 2016 budget for ESP-C2-15 to \$431,822 and approved Project Budget increase to \$1,600,400.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/RR



# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Date: November 18, 2015

Re: Delegate to the Executive Director to Conclude Negotiations, Amend and  
Execute an MOU with Alameda Family Services to Provide Social  
Services at Esperanza

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## BACKGROUND

Esperanza has a newly updated community center that is currently underutilized. No regularly scheduled services are now offered at Esperanza, although the Alameda Unified School District utilizes the site intermittently and the Reading Room is open as volunteers are available. At the same time, families who live at Esperanza have needs for social services such as counseling and wellness programs.

The Housing Authority staff has undergone extensive discussions with Alameda Family Services to move their Family Support Center to the Esperanza site. The Family Support Center, managed by Alameda Family Services, provides a range of social service programs to school-age youth, single adults, and families with children, and seniors. The goal of these programs is to increase the emotional and physical wellness of these participants. Services are free. The Family Support Center will provide services 11:00 a.m. and 7:00 p.m. on Thursdays and 9:00 a.m. and 5:00 p.m. on Tuesdays and Fridays.

The Family Support Center provides the following programs:

- **Family and Adult Case Management** includes case management services designed to support housing stability, educational advocacy and other family resilience services. Case managers work with family members for six months to one year.
- **Senior Connections** (in partnership with Mastick Senior Center) is limited to individuals 55+ residing in the City of Alameda. This program provides a wide range of services to meet the needs of seniors. Case Managers meet with clients at the Family Support Center, Mastick Senior Center, or in their homes. Services are to insure housing stability and support senior independence.
- **Covered California Enrollment Assistance** provides outreach, education, and enrollment for Covered California health insurance plans as a certified enrollment entity.



- **Medi-Cal/CalFresh Outreach and Enrollment** provides outreach, education, and enrollment services.
- **Community Outreach and Education** is provided through tabling events, community presentations, developing community partnerships and maintaining a chain of referrals from community service providers.
- **Kindergarten Registration** is facilitated with community partners to provide five to seven days of registration support to all families registering for kindergarten. This is an effort to support parents with the paper-free school registration for Alameda Unified School District.

### DISCUSSION

These on-site services will provide additional social services to our families located at Esperanza. They will also be marketed to all AHA residents and participants in the Section 8 program. At the same time this MOU offers an opportunity for AHA to partner with an Alameda social services provider who has a range of other services available at other sites. Alameda Family Services already provide preschool services on site at Esperanza and have an established facilities relationship with AHA. Due to the part time nature of the agreement, AHA, the school and others will still be able to utilize the community room for outreach and community events.

The MOU has been discussed with the AHA-assigned police officers and property management. Legal counsel for AHA has reviewed the MOU. A draft of the MOU is attached but may be subject to last minute changes. It is expected, if approved, that the services will start December 1, 2015.

A number of small but significant upgrades have taken place at the community space in the last month or so in preparation and as part of the site upgrades.

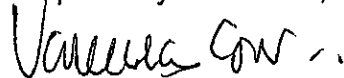
### FINANCIAL IMPACT

AFS will pay a nominal monthly fee (\$100) to AHA and a proportionate share of the community center costs. There is not expected to be an increase in the cost to operate Esperanza or to AHA.

### RECOMMENDATION

Delegate to the Executive Director to conclude negotiations, amend and execute an MOU with Alameda Family Services to provide social services at Esperanza.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

Housing Authority of the City of Alameda

FACILITY USE AGREEMENT

This Facility Use Agreement (hereinafter "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA (hereinafter "Authority"), 701 Atlantic Avenue, Alameda, California 94501-2161, and ALAMEDA FAMILY SERVICE (hereinafter "Service Provider"); located at 2325 Clement Avenue, Suite A, Alameda, California 94501.

WITNESSETH

WHEREAS, Authority owns certain facilities as described in this Agreement, and

WHEREAS, Service Provider desires to use those facilities for the purposes herein contained:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Authority and Service Provider agree as follows:

1. Facility: Authority hereby grants to Service Provider use of the following described facilities ("Premises") on the terms and conditions hereinafter set forth.

1.1 **Premises Defined.** The Premises include the Community Room, Room to Right of Entry (hereinafter "Side Room"), Kitchen, Restrooms, and Two Offices, one of which is for full-time use. The Premises, minus the One Office which is for full-time use, shall be referred to herein as the "Family Support Center Premises."

1.2 Location. The location of Premises is at the Esperanza Multi-Use Center, 1903 3rd Street, Alameda, California 94501.

2. Use: Service Provider shall use the Premises only for the purposes set forth herein and for no other purpose. Service Provider shall use the Premises for its Family Support Center, based in the City of Alameda that provides a range of social service programs. The goal of these programs is to increase the emotional and physical wellness of participants. See Exhibit A for additional program information.

3 Hourly and Daily Limits and Term: Service Provider shall be permitted to use the Family Support Center Premises during the following time and dates:

3.1 **Hourly and Daily Limits.** The Family Support Center Premises shall be available for use by Service Provider between, 11:00 a.m. and 7:00 p.m. on Thursdays and 9:00 a.m. and 5:00 p.m. on Tuesdays and Fridays for program delivery plus one-half hour prior to these starting times to allow for setup and

one-half hour after the ending times to prepare the Family Support Center Premises for Authority use. Additional times may be added on an adhoc basis if approved in advance by the Authority.

One of the two offices is for the full-time exclusive use of Service Provider.

3.2 **Term.** The length of this Use Agreement will be two years (2) years. Additional one year extensions' may be agreed upon in writing between the parties.

4. Fee: Service Provider shall pay to Authority the following use fees:

4.1 **Guaranteed Fixed Service Provider Fee:** Service Provider shall pay Authority \$ \$100 per month for use of Premises as described herein.

4.2 **Additional Fees:** Service Provider shall pay Authority thirty- three percent (33%) of costs for custodial services, utilities (i.e., water, electrical, gas), Internet access, and alarm services. Service Provider shall pay Authority the full cost for one phone line dedicated to Service Provider's use.

All program costs will be borne by Service Provider.

All costs related to building maintenance, other than the custodial services mentioned above, will be borne by Authority, except where damage is caused by the Service Provider.

4.3 **Payment.** Service Provider agrees to pay all fees due under this Agreement by bank check or Electronic Funds Transfer to the Authority.

5 Condition of Premises: Service Provider has inspected the Premises prior to execution of this Agreement and agrees to accept the same in its "as is" condition. Authority shall not be required to perform any work or alterations to prepare the Premises for Service Provider's programs.

6. Parking: Service Provider will have access to One Parking Space only during hours of operation of the Family Support Center Premises for the use of its staff as outlined in Paragraph 3.1 above. The Authority will place signs at the space but is not able to enforce parking.

7. Compliance with Authority Policies:

7.1 **Damage to Premises.** Service Provider, its employees, and participants shall not injure, damage, mar or deface the Premises, its appurtenances and any equipment contained therein. Neither shall the Service Provider cause or permit anything to be done whereby said premises, appurtenances and equipment shall in any way be injured, damaged, marred or

defaced, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof, except as designated in this Agreement, and will not make or allow to be made any alterations of any kind therein.

**7.2 Equipment, Tools, and Furnishings.** Service Provider agrees that it and its employees and participants will not use Authority's equipment, tools, or furnishings located in or about described Premises, without first seeking and receiving the written approval of Authority. Authority does not guarantee the operation of any of its equipment and shall not be liable for any loss sustained by the Service Provider, its employees, or participants by reason of any breakdown of equipment during the permitted Use.

**7.3 Occupancy Limit.** At no time shall Service Provider allow occupancy of the Premises to exceed the maximum permitted occupancy. The maximum permitted occupancy for the Premises is 38.

**7.4 Staffing.** Service Provider agrees that one or more employees will be on the Family Support Center Premises at all times set forth in Section 3.1. Service Provider agrees that all employees will pass a criminal background check before being allowed access to Premises.

**7.5 Data Collection and Reporting.** Service Provider agrees to collect the number of Authority clients who access the services provided on the Premises. Service Provider agrees to provide Authority with the gross, unduplicated number of Authority participants quarterly and total clients served. Service Provider to provide an annual written report to the Authority's board of the service provides on site.

**8. Outreach and Signage.** Authority and Service Provider agree to signage as follows:

**8.1 Outreach.** Service Provider agrees to hold one or more meetings each year for Authority clients to provide them with information about the programs that will be provided on Premises. Authority shall have the right to advertise the services to its tenant and participant population.

**8.2 Exterior Signage.** Service Provider shall be able to use a sandwich board to direct potential participants to the site and to list days and hours of operation. Authority and Service Provider agree to an additional sign on the exterior of the site limited to a size and location to be determined.

**8.3 Interior Signage.** Authority will provide one large pin board for Service Provider's exclusive use. Service Provider agrees that only this board will be used within the Premises for signage of any kind, unless agreed upon in writing with the Authority.

9. Vacating Premises:

9.1 **Daily Vacating of Premises.** At the end of each programming day as specified, Service Provider shall vacate the Premises and remove its employees and participants and their property from the Premises so that the Premises are in the same condition (ordinary wear and tear excepted) as at the inception of this Agreement. Service Provider shall be responsible for asking clients to leave the Esperanza site at the end of service provision. Items belonging to the Service Provider may be stored in the office that is dedicated for its use. Service provider is responsible for securing that office when staff is not present.

9.2 **Vacating Premises at Agreement Termination.** At the end of the term of this Agreement or upon the earlier termination of this Agreement, Service Provider shall vacate the Premises and remove its employees and participants and their property from the Premises so that the Premises are in the same condition (ordinary wear and tear excepted) as at the inception of this Agreement. Service Provider agrees to reimburse Authority for any expense incurred to repair any damage caused by Service Provider other than wear and tear. Any property or items of Service Provider or its employees or participants remaining in the Premises after the expiration or sooner termination of this Agreement shall be deemed abandoned and may be disposed of by Authority as it sees fit in its sole discretion, at Service Provider's expense. Service Provider agrees that Authority shall have no liability for any disposal of property that is deemed abandoned.

10. Authority Use. Service Provider understands and agrees that during the term of this Agreement other activities and events may be held in the Premises other than the Office dedicated to the Service Provider's sole use.

11. Legal Compliance: Service Provider and its employees shall comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the use of Authority's Premises.

11.1 **Certification Requirements.** Service Provider is responsible for obtaining and maintaining the applicable Mental Health Certification from Alameda County Behavioral Health Care Services prior to providing related services. Service Provider is responsible for obtaining and maintaining Certification for Substance Abuse treatment from the State of California prior to providing related services.

11.2 **Advising Authority.** Service Provider shall advise Authority of all permits and licenses required to be obtained for its activities that need to be in Authority's own name, and shall cooperate with Authority in obtaining same and shall pay any fees and expenses that may be required relative thereto.

**11.3 Compliance Requirements.** Service Provider shall comply with all applicable provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended and section 503 of the Rehabilitation Act of 1973.

**11.4 Prohibitions.** Possession and/or use of intoxicants, including beer or wine and narcotics, is prohibited in the Premises. No smoking is permitted, including medical marijuana and electronic cigarettes, on the Premises. Animals, birds, and other pets are not permitted in the Facilities, except for service animals.

**11.5 Litigation and Dispute Venue.** Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of California. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of California, County of Alameda.

**12. Indemnification:** Service Provider shall indemnify, defend, and hold harmless Authority, its board, officers, and employees ("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 Service provider's acts or omissions, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Service Provider, Service Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Service Provider. However, Service Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

**13. Insurance:** On or before the commencement of the terms of this Agreement, Service Provider shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 13.1 through 13.4. Such certificates, which do not limit Service Provider'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 Authority by certified mail. It is agreed that Service Provider shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

**13.1 Coverage.** Service Provider shall maintain the following liability insurance coverage:

Commercial general liability coverage in the following minimum limits		
Bodily Injury:	\$500,000	each occurrence
	\$1,000,000	aggregate – all other
Property Damage:	\$100,000	each occurrence
	\$250,000	aggregate
Professional Liability	1,000,000	

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.

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

**13.3 Failure to Secure.** If Service Provider, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Service Provider's name or as an agent of Service Provider and shall be compensated by Service Provider 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.

**13.4 Additional Insured.** Authority, its Board of Commissioners, officials, and employees shall be named as additional insureds under all insurance coverages, except workers' compensation insurance. 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.

**13.5 Sufficiency of Insurance.** The insurance limits required by Authority are not represented as being sufficient to protect Service Provider. Service Provider is advised to consult Service Provider's insurance broker to determine adequate coverage for Service Provider.

14. Termination & Violation: Either party may terminate this agreement without cause with 60 days written notice. If in Authority's reasonable opinion, the Service Provider is not meeting the expectation of this agreement, the Authority may terminate the agreement with 30 days written notice. The Service Provider may seek to cure the issue in those 30 days. If in Authority's reasonable opinion, at any time the Service Provider's employees or participants violates an applicable Authority rule or regulation (including, but not limited to restrictions against the use of drugs and alcohol), or the ordinance or law of the City of Alameda, Alameda County, the State of California or the United States of America, Service Provider shall direct the offender to cease and desist from continuing such illegal or improper use. Notwithstanding anything to the contrary contained in this Agreement, Authority expressly reserves its right at any time upon prior notice to Service Provider (except in emergencies), to cause the removal of any of Service Provider's employees or participants, who in the reasonable discretion of Authority has engaged or is engaging in undesirable, disruptive or hazardous behavior.

15. Non-assignment: The Service Provider shall not assign or transfer this Agreement or allow any other entity to use any portion of the subject Premises hereunder without the prior written consent of Authority.

16. No Joint Venture: Nothing contained herein shall be deemed or construed by the parties or by any third party as creating any employment or agency relationship or partnership or joint venture between Service Provider and Authority.

17. Non-discrimination: Consistent with Authority's policy that harassment and discrimination are unacceptable employer/employee conduct, Service Provider agrees that harassment or discrimination by Service Provider or their employee, client or volunteer on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity, or sexual orientation will not be tolerated. Service Provider agrees that any and all violations of this provision shall constitute a breach of this Agreement.

18. Entire Agreement: This Agreement, together with any exhibits or addenda attached hereto is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party. 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.

19. Notices: All notices by the parties to each other hereunder shall be in writing, addressed as follows:

To Authority:

Housing Authority of the City of Alameda  
701 Atlantic Avenue



Alameda, CA 94501-2161  
Attention: Vanessa M. Cooper, Executive Director

To Service Provider: Alameda Family Services  
2325 Clement Avenue, Suite A  
Alameda, CA 94501  
Attention: Irene Kudarauskas, Executive Director

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth hereinabove.

Alameda Family Services

Housing Authority of the City of Alameda

\_\_\_\_\_  
Irene Kudarauskas  
Executive Director

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DRAFT**

## Exhibit A

Alameda Family Services  
Family Support Center ProgramsOverview of Programs

The Family Support Center, based in Alameda, provides a range of social service programs to school-age youth, single adults, families with children, and seniors. The goal of these programs is to increase the emotional and physical wellness of these participants. Alameda Family Services' philosophy weaves together the foundations of Trauma-Informed Care and Motivational Interviewing to support participants in creating sustainable change, to support their stability, wellness and resilience. Alameda Family Services' role is as navigators working with program participants to foster their independence and leadership within their own community.

Target Population

In order for an individual to be eligible for services they must reside, attend school, or work in the City of Alameda. Priority is given to homeless and residents living in the West End Neighborhood. Current services include Drop-In and Intensive Case Management. Alameda Family Services provides limited crisis intervention but, at this time, does not provide ongoing individual, couples, or family therapy onsite. Clients are referred to the main office at 2325 Clement Avenue, Suite A, Alameda, for those services. With the facility at Esperanza, referrals can be made to that location for services. There are no fees for services.

Services Provided

The Family Support Center provides the following programs:

- **Family and Adult Case Management** includes case management services designed to support housing stability, educational advocacy and other family resilience services. Case managers work with family systems for six months to one year.
- **Senior Connections** (in partnership with Mastick Senior Center) is limited to individuals 55+ residing in the City of Alameda. This program provides a wide range of services to meet the needs of seniors. Case Managers meet with clients at the Family Support Center, Mastick Senior Center, or in their homes. Services are to insure housing stability and support senior independence.
- **Covered California Enrollment Assistance** provides outreach, education, and enrollment for Covered California health insurance plans as a certified enrollment entity.
- **Medi-Cal/CalFresh Outreach and Enrollment** provides outreach, education, and enrollment services.

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- **Community Outreach and Education** is provided through tabling events, community presentations, developing community partnerships and maintaining a chain of referrals from community service providers.
- **Kindergarten Registration** is facilitated with community partners to provide five to seven days of registration support to all families registering for kindergarten. This is an effort to support parents with the paper-free school registration for Alameda Unified School District.

Families and youth enter the program by (a) referral from a partner school employee, (b) referral from partner community-based organizations, (c) walk-in to the center. Families and youth can be seen with or without an appointment. A brief assessment of needs takes place at intake, confidentiality procedures are explained and the family provides consent for services. Youth are encouraged to provide a school contact to help the case manager meet their needs and assure a wrap-around approach to care.

#### Hours of Operation

The Family Support Center provides services 11:00 a.m. and 7:00 p.m. on Thursdays and 9:00 a.m. and 5:00 p.m. on Tuesdays and Fridays .

#### Staffing

The program will be staffed by a Program Director, an Administrative Assistant, a part-time Senior Case Manager, and social work or public health interns.

#### Future Programs

Additional services may include parent education, mental health recovery groups, nutrition and other health-related family wellness support groups.

#### Certification

The Clement Avenue office is certified by the State of California and Alameda County to provide mental health and outpatient drug-free treatment services. Before services are provided at the Esperanza site, Alameda Family Service will obtain State and County certification to provide those services at that location.