



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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**AGENDA**                    **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

**DATE & TIME**            **Wednesday, May 17, 2023 - 5:30 PM**

**LOCATION**

Independence Plaza, 703 Atlantic Avenue, Alameda - Ruth Rambeau Memorial Community Room

**PUBLIC PARTICIPATION** Public access to this meeting is available as follows:

Join Zoom Meeting:

<https://us06web.zoom.us/j/83939527392?pwd=QlFkTm04OUlkRU5JVIZOcURuUldBdz09>

Meeting ID: 839 3952 7392

Passcode: 411773

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

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

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

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

**PLEDGE OF ALLEGIANCE**

1. ROLL CALL
2. AB2449 COMPLIANCE - The Chair will confirm that there are 4 members in the



same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year.

3. COMMISSIONER RECUSALS
4. Public Comment (Non-Agenda)
5. Closed Session - start at approximately 6:30 p.m. - Adjournment to Closed Session to Consider:
  - 5.A. Closed Session: Purpose: Executive Director Evaluation for 2022-23.
  - 5.B. Conference with Legal Counsel – Existing Litigation (subdivision (d)(1) of Government Code Section 54956.9)  
Name of Case: Housing Authority of the City of Alameda v. Kathleen Moore (Alameda County Superior Court Case No. 22CV008223)
  - 5.C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8.  
Property Location: 401 Willie Stargell Avenue, Alameda, CA 94501  
Assessor’s Parcel Numbers: 074-0905-042-03  
Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, and Bridget Galka, Project Manager  
Negotiating Parties: Housing Authority of the City of Alameda and Shinsei Gardens Apartments, L.P.  
Property Owner: Shinsei Gardens Apartments, L.P.  
Under Negotiation: Exercise of purchase option and right of first refusal.
6. Adjournment of Closed Session
7. RECONVENE REGULAR MEETING - 7:00 p.m.
8. Announcement of Action Taken in Closed Session, if any.
9. Public Comment (Non-Agenda)
10. CONSENT CALENDER  
Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or





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

- 10.A. Approve Minutes of the Board of Commissioners Meeting held April 19, 2023. **Page 5**
- 10.B. Accept the Quarterly Overview Report for Executive Department. **Page 10**
- 10.C. Accept the Quarterly Overview Report For Administrative Services Department. **Page 15**
- 10.D. Accept the Monthly Development Report for Rosefield Village. **Page 22**
- 10.E. Accept the Quarterly Overview Report for the Housing Programs Department. **Page 24**
- 10.F. Accept Quarterly Family Self Sufficiency (FSS) Report. **Page 27**
- 10.G. Accept the Quarterly Overview Report for Property Operations. **Page 31**
- 10.H. Accept the Quarterly Overview Report for Housing Development. **Page 34**
- 10.I. Accept the Quarterly Development Report for Poppy Studios (Webster Hotel Conversion). **Page 37**
- 10.J. Accept the Quarterly Development Report for The Estuary I (North Housing PSH I). **Page 39**
- 10.K. Accept the Quarterly Development Report for The Estuary II (North Housing PSH II). **Page 43**
- 10.L. Accept the Quarterly Development Report for Linnet Corner (North Housing Senior Apartments) and Authorize the Use of Reserve Policy Commitment of up to \$3,538,000. **Page 47**
- 10.M. Accept the Quarterly Development Report for The Poplar (2615 Eagle Avenue) and Withdraw 2022 Reserve Policy Commitment of \$1,100,000. **Page 52**
- 10.N. Accept the Quarterly Financial Report through the Month of March 31, 2023. **Page 54**
- 10.O. Accept the Quarterly Investment Report for Period Ending March 31, 2023. **Page 74**
- 10.P. Authorize the Executive Director or designee to negotiate and execute a 3-year contract with Techordia, LLC for IT services in an annual amount not to exceed \$250,000. **Page 85**
- 10.Q. Accept a report of the Emergency Housing Voucher (EHV) Program. **Page 114**
- 10.R. Approve changes in contract with the Executive Director. **Page 116**
- 10.S. Authorize the Executive Director or Designee to take steps necessary to facilitate the purchase of Shinsei Gardens including but not limited to notifying the limited partner of the intent to exercise the option to purchase the limited partnership, conducting due diligence on the property and negotiating an operating agreement for up to 5 years with Resources for Community Development. **Page 118**
- 10.T. Approve changes to the Administrative Plan Chapter 19 Emergency Housing Vouchers. **Page 121**
- 11. AGENDA
- 11.A. Faircloth to Rad Presentation (5:30 p.m. Start). **Page 129**
- 11.B. Adopt the Resolution to Approve the Housing Authority's One-Year Budget for



Fiscal Year July 1, 2023 to June 30, 2024 including approval of: A) Summary of the FY2023-24 Budget and related income and expenses; B) Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves; C) Capital Improvement Project (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2023-24 to cover these expenses; D) Transfer by the Executive Director of up to \$1,338,094 in this budget year, as needed, from AHA property reserves or from Moving-To-Work fungible funds to cover losses in the Housing Programs Department administrative operating budget E) Adopt the revised Schedule of Authorized Positions for Fiscal year 2023-2024 and Pay Schedule for Fiscal year 2023-2024. **Page 151**

12. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
13. EXECUTIVE DIRECTOR'S COMMUNICATIONS
14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
15. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
16. Announcement of Action Taken in Closed Session, if any.
17. ADJOURNMENT

\* \* \* Note \* \* \*

- Documents related to this agenda are available on-line at: <https://www.alamedahsg.org/meetings/>
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Commissioners exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist the Housing Authority's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Housing Authority accommodate these individuals.



**DRAFT MINUTES**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**  
**Wednesday, April 19, 2023 - 6:00 PM**

PLEDGE OF ALLEGIANCE

Chair Grob called the meeting to order at 6:02 p.m.

1. ROLL CALL

Present: Chair Grob, Commissioner Husby,  
Commissioner Joseph-Brown, Commissioner Kaufman  
and Commissioner Sidelnikov

Absent: Vice-Chair Tamaoki and Commissioner Hadid

2. AB2449 COMPLIANCE - The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances." For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member's relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year.

Chair Grob confirmed that four Commissioners were present in the noticed meeting room, located within the City of Alameda, and no commissioners were attending the meeting remotely.



3. COMMISSIONER RECUSALS

None.

4. Public Comment (Non-Agenda)

None.

5. Closed Session - 6:00 p.m. - Adjournment to Closed Session to Consider:

Commissioner Grob moved the Board to Closed Session at 6:04 p.m.

5.A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8.

Property Location: 401 Willie Stargell Avenue, Alameda, CA 94501

Assessor's Parcel Numbers: 074-0905-042-03

Agency Negotiators: Vanessa Cooper, Executive Director and Sylvia Martinez, Director of Housing Development

Negotiating Parties: Housing Authority of the City of Alameda and Shinsei Gardens Apartments, L.P.

Property Owner: Shinsei Gardens Apartments, L.P.

Under Negotiation: Exercise of purchase option and right of first refusal.

5.B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8.

Property Location: 1628 Webster Street, Alameda CA 94501

Assessor's Parcel Number 73-418-4-1

Agency Negotiators: Vanessa Cooper, Executive Director, and Sylvia Martinez, Director of Housing Development, Tony Weng, Senior Project Manager,

Negotiating Parties: Alameda Hospitality, LLC;

Under Negotiation: Price and Terms

5.C. Conference with Legal Counsel – Existing Litigation (subdivision (d)(1) of Government Code Section 54956.9)

Name of Case: Housing Authority of the City of Alameda v. Kathleen Moore (Alameda County Superior Court Case No. 22CV008223)

6. Adjournment of Closed Session

Chair Grob adjourned Closed Session at 7:01 p.m.

7. RECONVENE REGULAR MEETING

Chair Grob reconvened the regular meeting at 7:01 p.m.

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



Chair Grob announced that during Closed Session the Board discussed items 5.A & 5.B and would readjourn to Closed Session after the Regular Meeting.

9. Public Comment (Non-Agenda)

None.

10. CONSENT CALENDER

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

- \*10.A. Approve Minutes of the Board of Commissioners Meeting held March 15, 2023.
  - \*10.B. Accept the Monthly Development Report for Rosefield Village.
  - \*10.C. Accept update on the transfer of Anne B. Diament (ABD) to FPI effective June 1, 2023.
  - \*10.D. Accept Project Names for New Housing Developments.
  - \*10.E. Accept memo and authorize the Executive Director or designee to sign all documents necessary to complete the purchase of a BMR unit for a price of no more than \$30,000 exceeding the maximum resale price, plus closing costs.
  - \*10.F. Authorize the Executive Director to Execute a Contract up to \$1,900,000 with Freestone Reconstruction for Independence Plaza (IP) Balconies; Authorize the Executive Director to Execute a Contract up to \$275,000 with PipeSpy Inc. for Private Sewer Lateral Testing for IP; Accept an Update Report on the IP Balconies Project.
  - \*10.G. Authorize the Executive Director to execute contracts and/or amendments and expenditures in the not to exceed amount of \$83,580 with Robert Half International and with Protiviti Government Services in the not to exceed amount of \$360,000.
  - \*10.H. Accept an Update on Predevelopment Financing for 2615 Eagle Avenue.
- Items accepted or adopted are indicated by an asterisk.**

Commissioner Sidelnikov moved to accept the Consent Calendar items, and Commissioner Joseph-Brown seconded. The motion passed unanimously.

Yes	5	Chair Grob, Commissioner Husby, Commissioner Joseph-Brown, Commissioner Kaufman and, Commissioner Sidelnikov,
Absent	2	Vice-Chair Tamaoki and Commissioner Hadid



11. AGENDA

11.A. Accept a Presentation from Services Provider, LifeSTEPS.

Candice Williams, Regional Supervisor of Social Services, LifeSTEPS provided a presentation that highlighted the services provided by LifeSTEPS during 2022 that impacted many of the Housing Authority of the City of Alameda (AHA) households. Ms. Williams expressed gratitude for the commitment and support of AHA.

The Board expressed gratitude for the level of service provided by LifeSTEPS.

11.B. Approve a Grant of \$2,438,000 and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents To Commit Funds to the Alameda Affordable Housing Trust Fund for North Housing Seniors.

Sylvia Martinez, Director of Housing Development provided a presentation that included an overview of the loan, grant, and application structure for the AAHTF application to the State for matching funds.

Commissioner Kaufman questioned whether the match amount could be increased. Ms. Martinez requested that the Board allow flexibility for staff to revisit the competitive guidelines and that the Board authorize staff to target the largest amount of match that could be competitive. Chair Grob agreed that staff should apply for the largest match that is competitive.

Commissioner Sidelnikov motioned to approve the respective Resolution and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents To Commit Funds to the Alameda Affordable Housing Trust Fund for North Housing Seniors, and Commissioner Joseph-Brown seconded. The motion passed unanimously

- Yes            5    Chair Grob, Commissioner Husby,  
   Commissioner Joseph-Brown, Commissioner Kaufman  
   and, Commissioner Sidelnikov,
- Absent        2    Vice-Chair Tamaoki and Commissioner Hadid

13. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Vanessa Cooper, Executive Director stated that a number of new staff members joined AHA over the past few weeks and introduced Greg Kats, Director of Administrative Services who introduced staff members Siyuan (Steven) Zhou, Management Analyst and Filippo De Luca, Risk Control Manager. Lynette Jordan, Director of Housing Programs introduced Shemika Green, Housing Programs Supervisor.





Ms. Cooper stated that AHA hosted a staff luncheon today in order to celebrate AHA’s successes over the past three years, and that she and Tonya Schuler-Cummins, Principal Management Analyst attended the in-person 2023 MTW Conference during the week of April 10, 2023.

14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Chair Grob and Commissioner Sidelnikov stated that they enjoyed the AHA luncheon and expressed gratitude for work performed by staff and AHA’s hosting of the luncheon.

15. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED

Chair Grob adjourned the Regular Meeting at 7:34 p.m. and announced that the Board would move to the AAHC Board of Directors’ Meeting before readjourning to Closed Session.

Chair Grob readjourned the Regular Meeting at 7:40 p.m. and announced that the Board would move to Closed Session to discuss item 5.C.

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

Chair Grob adjourned Closed Session and readjourned the Regular Meeting at 8:21 p.m. and announced that the Board discussed item 5.C.

17. ADJOURNMENT

Chair Grob adjourned the meeting at 8:21 p.m.

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

\_\_\_\_\_  
Carly Grob, Chair  
Board of Commissioners



To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: May 17, 2023

Re: Accept the Quarterly Overview Report for Executive Department.

**BACKGROUND**

This memo provides a high-level overview of agency activities in the prior three month period for the Executive Department, including Human Resources, housing policy, and MTW.

**DISCUSSION**

Human Resources and Operations

A summary of unfilled positions that are on the Schedule of Authorized positions is presented below. Positions are listed by department, and information about current and recent recruitment is included. Information is current through the end of April 2023.

Department	Position	Number of Vacant Positions	Recruitment Status	Other Updates
Executive	Deputy Executive Director	1 FTE	Position is posted, interviews are in process	Utilizing a recruiter
Administration	Risk Manager	0 FTE	Candidate selected and started in March; retitled Risk Control Manager	
	Management Analyst/Senior Management Analyst	1 FTE	Candidate for IT-focused position selected and started in April; second position is on hold	May consider filling position in a different department depending on



				business need
Finance	Development Accounting Officer	1 FTE	Posted; in interview process, working with recruiter	Not included in FY 2023 FTE count - approved in March 2023
Housing Programs	Management Analyst	1 FTE	Re-posted as initial recruitment not successful; interviews in process	Open due to turnover
	Housing Programs Supervisor	0 FTE	Candidate selected and started in April	
	Housing Specialist II	1 FTE	Posted position for HS II with leasing experience; interviews in process	
Property Operations	Director of Portfolio Management	1 FTE	Posting will be done by mid-May	Open due to turnover; title may be changed
Housing Development	Project Manager	1 FTE	Posted; interviews in process	Open due to turnover
	Senior Project Manager	1 FTE	Posted; may consider filling at Project Manager level	Open due to turnover
	Housing Development Specialist	0 FTE	Candidate selected; will start in June	Filled at Specialist level rather than Program Assistant
Asset Management	Director of Asset Management	1 FTE	Posted	Newly created position for FY23
	Asset Manager	1 FTE	Re-posted due to low response	Open due to turnover

Summary:

Total FTE's approved for FY 2023: 52

Number of vacancies: 9  
Number of active recruitments: 9

The Housing Authority of the City of Alameda (AHA) has welcomed several new staff members since the last quarterly report, including a Risk Control Manager, Housing Programs Supervisor, and Management Analyst (Admin/IT), with a Housing Development Specialist scheduled to start in June. Interviews are in process for several other positions, and while the candidate pool for most positions is smaller than in the past, Management anticipates filling additional positions in the upcoming months.

Recruiters are being used for positions with limited candidate pools, such as finance, project management and asset management positions, to assist with outreach to passive candidates who might not otherwise respond to traditional job postings.

Recruiting expenditures are higher as a result, but are covered by savings from vacant positions, and the investment can pay off in securing candidates sooner and provide outside support to internal HR staff involved in multiple recruitments.

All supervisors attended a one-day training on performance management and performance evaluations in early May, which was conducted by an attorney from LCW, AHA's HR legal counsel. A follow-up training is scheduled for June, continuing to look more in-depth at performance management as well as managing attendance and leaves.

An agency luncheon was held on April 19, 2023 for staff, retired employees, Commissioners (past and present), and partners. Collective and individual successes were celebrated, and this event marked the first in-person, indoor all-staff gathering since the start of the pandemic. Monthly all staff meetings have been moved to in-person as well and many smaller meetings are being conducted in-person to help to facilitate communication, teamwork, and a sense of belonging. Video format is continuing to be used for many other meetings, including those with outside partners and for first interviews with job candidates. The ability to tailor formats as needed is advantageous, and provides flexibility that AHA did not have access to prior to the pandemic. Monthly events are continuing to be planned by the Events and Celebrations Committee, and Administrative Professionals Day was also recognized with a breakfast provided by management staff at the April staff meeting.

#### Moving to Work (MTW) Designation

On March 24, 2023, the AHA received partial approval of its Fiscal Year 2022-2023 MTW Supplement. The activities selected from the MTW Operations Notice (activities 2022-01 through 2022-11) were approved for implementation. Another memo in this packet contains the required revisions to the Administrative Plan to allow staff to start the activities. The remaining four activities (activities 2022-12 through 2022-15) are Agency-Specific Activities and have a longer review process. These four activities are currently being reviewed by a committee through the MTW HUD office in Washington D.C.

The MTW Supplement to the Annual Plan for Fiscal Year 2023-2024 was submitted to HUD on April 5, 2023. HUD has 75 days to review and respond to the plan. At this time, no notifications have been received in regard to this plan. All activities in this plan are Agency-Specific, so it is anticipated that the review will go beyond the 75 days.

As a Landlord Incentive Cohort Expansion Agency, AHA must assist HUD with collecting data and measuring the success of the landlord incentives. As such, staff submitted an online questionnaire on April 4, 2023 to the research company, Abt, to start the process. Abt then reached out and staff are working with them to schedule an onsite visit in either June or July.

An MTW Collaborative Conference was held in Washington D.C. on April 11, 2023 and April 12, 2023. Vanessa Cooper, Executive Director, and Tonya Schuler-Cummins, Principal Management Analyst attended. Vanessa Cooper presented as a panel member about new MTW agency experiences. Tonya Schuler-Cummins presented a speech about the importance of a strong software solution when implementing MTW activities.

#### Stability Vouchers

On August 16, 2022, HUD issued PIH Notice 2022-24 Stability Voucher Program. This notice allowed PHAs to submit a letter of interest for a new program. It shares many features of the Emergency Housing Voucher (EHV) program. One large difference, though, is that this is a permanent program to assist families who are unhoused. AHA submitted a letter of intent in 2022. On April 17, 2023, AHA received notice that HUD was inviting AHA to submit an application for the vouchers. On April 20, 2023, AHA submitted form HUD-52515 accepting 10 (ten) Stability Vouchers. The AHA is waiting for the formal award of the Stability Vouchers at this time. Meanwhile, AHA staff have approached the County of Alameda to determine if an amendment to the current EHV Memorandum of Understanding (MOU) will be sufficient or if a new MOU must be executed.

#### **FISCAL IMPACT**

Report only, no financial impact.

#### **CEQA**

Not applicable to this item.

#### **RECOMMENDATION**

Accept the Monthly Overview Report for the Executive Department.

#### **ATTACHMENTS**

None

Respectfully submitted,

*Janet Basta*

Janet Basta, Director of Human Resources and Operations





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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Gregory Kats, Director of Administrative Services

Date: May 17, 2023

Re: Accept the Quarterly Overview Report For Administrative Services Department.

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## **BACKGROUND**

The Administrative Services Department manages a number of areas within the Housing Authority of the City of Alameda (AHA); including procurement, information technology, reasonable accommodations, community relations and risk management. This report serves to provide the Board with a quarterly overview of notable developments within these areas of the agency.

## **DISCUSSION**

### **Procurement**

The following are some highlights of the AHA's current procurement initiatives:

**RFP and Contracts:** Staff will continue to evaluate the format and processing sequence for RFPs and contracts based on best practices within the industry. Staff are also researching a variety of procurement tools to increase efficiencies and will keep the Board informed of any changes to procurement processes. Additionally, staff continue to attend training courses and webinars to leverage current agency technology tools to their fullest capabilities. The AHA currently issued RFPs for IT and legal services and is now in the process of evaluating the applications received.

**Diversion, Equity, and Inclusion (DEI) initiative:** Proposals have been received for DEI consultant services and staff is currently reviewing references.

**Internal Training:** AHA Procurement Days will continue to be offered on a bi-annual basis to provide updates on best practices for current staff. Additional procurement training will be provided to new staff members on an as-needed basis. AHA's General Counsel also hosted a procurement training for AHA staff on April 20, 2023.

AHA solicitations can be found here: <https://www.alamedahsg.org/contracting-with-aha>



A summary of notable past, present, and upcoming RFPs and ITBs is provided below:

<b>RFP/ITB DESCRIPTION</b>	<b>ORG</b>	<b>STATUS</b>	<b>ISSUE DATE</b>
Legal Services	AHA	RFP open; pending proposals	April 3, 2023
Technology Consulting Services	AHA	RFP closed; under review	March 31, 2023
Affordable Housing Consultants	AHA/AAHC/ICD	ITB closed; under review	February 22, 2023
Diversity, Equity, and Inclusion (DEI)	AHA	RFP closed; under review	September 1, 2022
Strategic Planning Consultant	AHA	RFP to be issued late Spring 2023	

Number of agreements and amendments executed from January 31, 2023 - March 31, 2023 is provided below:

<b>Agreements Executed</b>	<b>Amendments Executed</b>
6	14

### **Reasonable Accommodations**

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodation (RA) processing as of April 24, 2023.

	<b>New submissions by month</b>	<b>Requests still in process</b>	<b>Closed RAs (letter sent)</b>	<b>Submissions YTD</b>	<b>Closed RAs YTD</b>
<b>January</b>	14	0	14	14	14
<b>February</b>	18	0	18	32	32
<b>March</b>	25	0	25	57	57

The subsequent table displays the percentage of approved, denied, and closed requests that have been finalized by month. For example, during January 2023, there were fourteen RAs that had been finalized. Of those fourteen, eight requests were approved, resulting in a 57% approval rate.

	<b>Approved</b>	<b>Denied</b>	<b>Closed</b>
<b>January</b>	57%	36%	7%
<b>February</b>	44%	56%	0%
<b>March</b>	28%	72%	0%

The following table provides a year-to-date total of the type of accommodation requests received. The "other" category includes requests such as extensions of time for completing a recertification, reinstating a voucher, and/or providing approval for an assistance animal.

<b>Categories</b>	<b>YTD</b>
Extra Bedroom	9
Live-In Aides	19
Parking	2
Unit Modifications/requests	5
Voucher extension	8
Other - Misc.	14

Staff continues to accept RA requests via e-mail, fax, in person, by phone, and through the electronic form available on the AHA website; and to complete quality control reviews on reasonable accommodation processes and outcomes.

**Community Relations**

During the first quarter of 2023, the weekly activities for children living at all AHA properties (held at Esperanza Apartments) continue to be provided by AHA’s nonprofit arts partner, Drawbridge, and the City of Alameda Recreation and Parks Department (ARPD) Mobile Recreation Program. Both organizations see continued attendance and engagement from attendees. ARPD is now considering adding a second location (pending staffing) for the mobile rec unit on the first and third Wednesdays at Parrot Village/Gardens starting this summer. The Alameda Food Bank continues to provide free water, fruit, and snacks for the youth events held at the Esperanza housing community.

LifeSTEPS continues to manage the entire food distribution process for AHA properties, which is held on alternating Tuesdays at Anne B. Diament and Independence Plaza. The food is sourced from the Alameda Food Bank and serves AHA households that are not capable of picking up food directly from the Alameda Food Bank food distribution location at 650 West Ranger Avenue.

On March 8th, AHA hosted a ceremonial signing event at Rica Vista Apartments to celebrate the milestone achievement of preserving the affordability of up to 132 units at Rica Vista Apartments (1825 Poggi Street) for the next 55 years. Council Member Trish Herrera Spencer and Mayor Ezzy Ashcraft attended, as well as AHA staff, Commissioners, and representatives from Lincoln Avenue Capital.

On April 19th, AHA hosted an agency luncheon that brought together AHA staff, AHA Commissioners, and AHA community partners to celebrate our mutual

accomplishments over the past 3 years. Attendees included Alameda Family Services, Boys & Girls Club of Alameda, LifeSTEPS, the City of Alameda's Rent Program, and the Alameda Food Bank.

### **Communications Summary**

To increase community awareness of AHA business activities, AHA utilizes multiple communication channels, including:

- 1) **Press Releases:** During Q1, AHA distributed three press releases to announce that AHA was awarded funding for locations at Webster Street Hotel, North Housing and Rica Vista. The North Housing press release (on Feb 14th) garnered the most publication pick-ups with 268 AP (online/print) publications publishing the press release.
- 2) **AHA newsletters:** During Q1, Housing Choice Voucher program participants and AHA tenants were mailed (and emailed) the quarterly tenant newsletter. Also, bi-annual newsletters for landlords and government officials were distributed in March.
- 3) **Public Outreach:** AHA staff continues to expand awareness of AHA program offerings and activities by conducting public presentations for the Alameda City Council, City of Alameda Boards and Commissions, the Board of the Alameda Unified School District, monthly meetings of AHA landlords, and quarterly meetings of various local organizations and legal advocates.

### **Website Update**

During Q1, both agency websites ([www.alamedahsg.org](http://www.alamedahsg.org) and [www.islandcitydevelopment.org](http://www.islandcitydevelopment.org)) continued to undergo content updates to reflect accurate and timely information, including the update of contact information from John Stewart Company to FPI Management for select AHA properties. New staff (that are authorized to perform website editing) underwent internal training on the WordPress (back-end) platform to learn how to update the system. Both websites continue to feature intuitive navigation and optimization for mobile devices.

AHA staff is pleased to report that AHA's website was named as a finalist for an Epic award (<https://www.capio.org/epic-awards>). The Excellence in Public Information and Communications (EPIC) Award is presented annually by CAPIO to honor outstanding public agency information and communication programs. AHA staff attended the CAPIO event to announce EPIC award winners on May 2nd, in Monterey, CA, although we did not ultimately win the award.

### **Online Data Metrics**

The information below tracks AHA's growing digital presence by capturing website analytics, social media metrics, and email activity:

#### **Website Data** (for [www.alamedahsg.org](http://www.alamedahsg.org) during Q1)

Total unique visitors: 22,000

Total page views by unique visitors: 79,102

Average engagement per active unique visitor: 1 minute 21 seconds  
Languages preferred by unique visitors: 21,605 - English, 227 - Chinese, 168 - Spanish

### **Facebook Data**

Total Followers: 763

Post Reach (Number of people that saw any content on AHA Facebook page): 6,738

### **LinkedIn Data**

Total Followers: 597

Unique Visitors: 266

Impressions Delivered (Total page views by unique visitors in Q1): 570

### **Email Data**

Agency Emails Sent out by AHA in Q1: 22,269

Email List Contact Growth (from previous quarter): 872

Email Open Rate: 53%

Click Rate: 6%

### **Ombudsperson Data**

The Housing Authority of the City of Alameda Ombudsperson is a solution-oriented community resource available to all AHA tenants, AHA program participants, AHA landlords, and other community organizations that represent AHA tenants or clients.

The Ombudsperson is a community liaison and provides an array of duties, including:

- Resolving AHA tenant or Section 8 complaints.
- Identifying AHA staff members to answer specific questions.
- Developing and expanding community partnerships.
- Serving as neutral AHA representative to help our clients find resolutions.
- Ensuring that tenant and/or landlord concerns are fully addressed.

Since May 2021, the Ombudsperson program has received a total of 238 inquiries. The Ombudsperson Program continues coordination with internal departments, primarily the Housing Programs Department and Property Management staff, to quickly identify solutions and resolve participants' issues.

### **Total Q1 2023 Ombudsperson Contacts: 15**

Contacts from the general public (Non-AHA landlord/tenant matter): 4

Contacts related to AHA tenant (Potential lease violation): 0

Contacts related to AHA tenant (Neighbor/property management dispute): 1

Contacts related to AHA tenant (Reasonable accommodation): 0

Contacts related to AHA tenant (Property condition): 3

Contacts related to AHA tenant (Rental payment): 2

Contacts related to AHA tenant (Lease-up): 2

Contacts related to Landlord (portal, HAP, etc.): 3

### **IT Project Updates**

**IT Procedures:** Staff is updating and expanding the agency's standard operating procedures for AHA's IT-related operations, including a new Standard Operating Procedure (SOP) for creating recurring work orders in Yardi and a new SOP for processing IT support tickets.

**Multi-Factor Authentication:** MFA has been fully implemented for email archive system Global Relay.

**LaserFiche:** Staff has been coordinating with our LaserFiche vendor, ECS Imaging Inc., regarding upcoming upgrades to LaserFiche and refresher trainings for our staff. We expect this to occur in Q2.

**Yardi:** Staff has been coordinating with Yardi to make sure our software is up to date for the upcoming procedural changes related to the updated HOTMA regulations.

### **IT support Tickets**

<b>IT Support Tickets</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>Quarter 1</b>
Access Rights	59	71	53	183
Hardware	8	18	18	44
Software	32	31	37	100
On Boarding/Off Boarding	7	5	5	17
On-Site Visits	13	7	6	26
Cyber security	3	3	12	18
<b>Total</b>	<b>122</b>	<b>135</b>	<b>131</b>	<b>388</b>

Brief analysis of Q1:

1. There were 29 IT support tickets submitted related to the Ring Central phone system, which is 29% of our overall software issues in Q1.
2. On-site visits increased because Techordia was doing more set up of Board meetings during this period, to train new staff on the hybrid meeting set-up process, but this job is now being performed by internal AHA staff.
3. Access requests more than doubled, because of the Global Relay roll out and the implementation of MFA for Global Relay.

### **Risk Management**

During this first quarter, the agency's new Risk Manager implemented the following



initiatives:

- AHA Claim Management Process: Initiated a centralized and standardized claim management process with the goal of streamlining claims related to incidents from incident reporting to insurance reimbursement. Developed a draft SOP and liaised with various internal and external stakeholders to discuss ideas for expediting restorations, reparations and cash flows related to incidents.
- AHA Risk Prevention Program: Conducted first site visits with the aim of identifying current and potential risks. Developed and structured a Property Site Visit Report format to inform property managers about actions and measures to be put in place to prevent and mitigate current or potential risks.
- Acted as a liaison with AHA insurers with the purpose of developing mutual processes to mitigate risks.
- Collaborated in budget estimates for insurance expenditures for FY23/24. Of note, AHA properties qualified for a lower risk tier as a result of the decrease in insurance premiums.

### **FISCAL IMPACT**

The fiscal details involved in individual solicitations can be found here: <https://www.alamedahsg.org/contracting-with-aha/>

Non-procurement costs are covered under the approved AHA budget.

### **CEQA**

N/A

### **RECOMMENDATION**

Accept the Quarterly Overview Report for the Administrative Services Department.

### **ATTACHMENTS**

None

Respectfully submitted,

*Greg Kats*

Gregory Kats, Director of Administrative Services



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

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: May 17, 2023

Re: Accept the Monthly Development Report for Rosefield Village.

---

**BACKGROUND**

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

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

**DISCUSSION**

The project received its construction completion and Certificate of Occupancy in August 2022. Currently, only minor warranty work is being done on the site.

**Leasing and Income**

The project achieved 100% lease up of its tax credit units (89 units, including 23 project based voucher units) as of October 31, 2022, which is a major milestone. The site has two vacancies and a third unit on hold, due to an EBMUD water service upgrade, anticipated for early 2023. All vacancies are being actively leased from the wait list.

Rent collection at this property has been an issue due to a combination of the eviction moratorium, economic stress on working-class residents, and weakness in the former property management firm. Staff and new property management are now reviewing



receivables on a weekly basis and have been able to connect directly with most of the affected households to work out a payment plan. Staff is providing frequent updates on the status of rent collections to the funders and have received feedback that conversion remains on schedule for the August 2023 deadline.

#### Stabilization and Conversion

The next major steps for the project are to achieve stabilization and to go through conversion to the permanent loan phase. The stabilization includes documentation of three months of stable operations. Conversion requires that all tax credit units be appropriately leased, the stabilization period has passed, and the CPA firm has certified all costs of the project. The CPA review of costs is under review.

In April 2023, all parties signed a pre-negotiated six-month extension to the construction loan, which included a change from the existing LIBOR index to the BSBY index. Staff will also request an extension from the California Tax Credit Allocation Committee to provide the required Placed in Service application, which requires that permanent loan conversion has taken place. It is anticipated that the conversion will occur in August 2023. At that time, AHA will be eligible to receive an additional developer fee, and the construction loan will be paid off by investor proceeds and the permanent loan.

#### FISCAL IMPACT

Until the project converts to the permanent loan, all guarantees are in place and the construction loan is recourse to ICD and the Housing Authority. In addition, the project still needs to meet the major milestone of conversion to pay out additional developer fee. At this point, the project continues to be under budget, largely due to construction cost savings.

#### CEQA

Not applicable.

#### RECOMMENDATION

Accept the Monthly Development Report for Rosefield Village.

#### ATTACHMENTS

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



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

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To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: May 17, 2023

Re: Accept the Quarterly Overview Report for the Housing Programs Department.

---

## **BACKGROUND**

This memo is a high-level overview of Housing Programs Department (HPD) activities for the months of January, February, March, and April 2023.

## **DISCUSSION**

### Funding Update

On January 5, 2023, the Housing Authority of the City of Alameda (AHA) received our annual award letter from HUD. The purpose of this letter is to inform public housing agencies (PHAs) administering the Housing Choice Voucher (HCV) Program of the status of HCV program funding, projections for calendar year (CY) 2023 renewal funding. AHA received notification that HUD will provide funding at approximately a 99% HAP proration and a 91% AF proration. However, AHA was not able to utilize at least 98% of our HAP funds in 2022, and will receive an offset this year. A completed is in our annual HPD budget report.

### Online Recertification Update

AHA continues to utilize the Online Recertification portal launched on September 1, 2019, AHA has processed approximately 4K annual recertifications using the Yardi Rentcafe Portal system, unless a Reasonable Accommodation was filed. This online system has allowed AHA participants to complete their annual recertifications online via cell phones, tablets, laptops, or home computers.

Earlier this year, AHA reinstated our in-person Rent Café Workshops to assist with the online recertification/ interim portal. AHA participants needing assistance or training on how to complete an annual or interim certification through the online portal can attend the workshop where staff can assist at the in-person workshop. The following is available:

- Annual and Interim recertification processing



- Password and sign on issues
- Uploading documents
- Training on the Rent Cafe portal system
- The workshops are held every other Wednesday at 10 a.m. -11 a.m., at 703 Atlantic Avenue, Alameda, CA 94501 in the Ruth Rambeau Community Room.

New issuances of voucher

AHA staff continue to use the new applicant portal to process the 200 applicants selected from the Housing Choice Voucher (HCV) waitlist on March 3, 2023. Utilizing the portal, staff were able to make the leasing efforts easily accessible for applicants on the HCV waitlist and ensured all applicants were contacted by email address or mail. Of the 200 applicants outreached to, 160 applicants responded, and 140 submitted the needed documents to be processed for a voucher. To date, AHA staff have issued 56 vouchers, increasing our active search vouchers to 62. Staff are actively processing the remaining applicants and our goal is to have all vouchers from this selection issued by the month's end.

Family Self-Sufficiency (FSS) Funding Award

The FSS program promotes the development of local strategies to coordinate public and private resources that help housing choice voucher program participants, obtain employment that will enable participating families to achieve economic independence and reduce dependence on welfare assistance and rental subsidies. HUD recently announced funding for FSS programs for 2023. AHA was awarded \$95K for the administration of our FSS program. Staff are actively working to increase program enrollment by hosting enrollment sessions throughout our various communities. An updated report was submitted separately with our quarterly totals.

**FISCAL IMPACT**

For report only, no fiscal impact.

**CEQA**

N/A

**RECOMMENDATION**

Accept the Quarterly Overview of the Housing Programs Department.

**ATTACHMENTS**

1. Copy of 10-E Attachment 1 -HPD Performance

Respectfully submitted,



Lynette Jordan, Director of Housing Programs

Attachment 1 - Housing Programs Department Performance Report  
 Quarter Jan, Feb, Mar, April

Item	January	February	March	April	May	June	July	August	September	October	November	December	YTD
<b>HAP spent for month</b>	<b>\$2,864,663</b>	<b>\$ 2,848,820</b>	<b>\$2,887,101</b>	<b>\$ 2,851,934</b>									<b>\$ 11,452,518</b>
Vouchers under lease at start of month	1530	1529	1535	1529									n/a
Vouchers issued during the month	4	10	45	16									75
New units leased in private market	5	1	3	0									9
New units leased in affordable market	7	5	5	1									18
Seeking vouchers	18	43	61	62									184
Port outs leased	0	1	1	0									2
Port ins leased	5	1	3	0									9
Annuals completed	129	130	181	122									562
Interims completed	54	24	38	35									151
Rent Increases completed	31	43	124	64									262
Inspections conducted	56	69	133	166									424
Inspections passed first time	37	18	65	66									186
Hearings requested	9	11	11	11									31
Hearings held	1	6	4	2									13
End of Participation *	9	5	4	3									21

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





Housing Authority  
of the  
City of Alameda

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

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To: Honorable Chair and Members of the Board of Commissioners

From: Kara Korbel, Housing Specialist III

Date: May 17, 2023

Re: Accept Quarterly Family Self Sufficiency (FSS) Report.

---

### **BACKGROUND**

The Family Self-Sufficiency (FSS) program is a HUD funded program to assist families and individuals in becoming financially stable through education and employment. Participation in the program is voluntary and is a five-year commitment. Eligible participants include Section 8 Voucher holders: both Tenant-based and Project-based holders. HUD has expanded FSS eligibility to include Moderate Rehabilitation participants as of June 2022. AHA completes several recruitment events annually, both in-person (town hall meetings, on site recruitment events) virtually (to individuals with changes income and on Unemployment/TANF program) and quarterly newsletters. To enroll in the FSS program, participants complete an FSS application, an assessment and intake interview. Then the Participant and Housing Authority of the City of Alameda (AHA) FSS Coordinator collaborate to create an Individualized Training and Services Plan (ITSP) and sign the FSS Contract of Participation, the legal documents which complete FSS enrollment. HUD mandates a minimum of 26 participants to fund a FSS Coordinator. AHA's enrollment goal is to increase from 30 – 35 participants to 50 -60 by June 30, 2023 and then maintain that by number going forward.

### **DISCUSSION**

In the month of December 2022, staff spent time meeting with management staff discussing policy changes, creating new forms, and updating outreach documents to comply with the new FSS Final Rule. There was one graduation in December 2022. In the month of January 2023, several virtual meetings were held for all participants to inform them of the significant changes in the FSS Contract of Participation (CoP) which were beneficial and allowed for more flexibility in succeeding in receiving participants' accrued escrow balance at the end of their five-year term. The beneficial rules included:

- Only have to be “welfare-free” at the time of graduation, not for 12 months as it is under the old rule.
- Monthly escrow credits can continue to grow if a family is between 50% and 80% AMI (under the old rules, they were capped at whatever the amount was when



they hit 50% AMI).

- The base CoP duration is now longer – the initial end date is 5 years from the first re-certification after the effective date.
- The definition of “good cause” for an extension of time is broader.
- The Head of FSS Family doesn’t have to be the Head of Household for rental assistance purposes and can be any one adult in the household, that is designated by all other adults, to sign the five-year CoP and completed the ITSP to successfully completion.
- The possibility of “Termination with Escrow Disbursement” in certain circumstances.
- The “30% rule” as an option for graduation has been removed. i.e., if 30 percent of family’s monthly adjusted income equals or is greater than the Fair Market Rent amount for the unit size for which the family qualifies, then they would be eligible for early graduation.
  - The new rule is now 80% of monthly adjusted income under the new CoP.
- Adds a disposition of the CoP - “Termination with FSS Escrow Disbursement” for families that become disabled or that port in to jurisdictions where they cannot continue to FSS program, but have not yet met all required goals, etc.

To accept the beneficial rule changes, Participants would need to complete a new 2022 FSS CoP provided by HUD. After the virtual meetings, Participants were sent FSS Rule Change Acknowledge form to complete, where they indicated if they wanted to stay with current CoP from 1990 or change to new 2022 CoP.

- Sixteen participants chose to update to new 2022 CoP with new graduation dates
- Six participants chose to remain with their current 1990 CoP with current graduation dates
- One participant terminated in January 2023
- One participant graduated in January 2023
- One participant graduated in February 2023
- One participant graduated in March 2023

The month of February 2023 staff was updating participants for the new 2022 CoP and submitting changes to HUD.

At the end of March 2023, there are currently 23 active participants in the FSS program. HUD minimal enrollment is 26 participants. AHA’s goal is 50- 60 annually. In the month of April 2023, three recruitment events were held at current Project-Based Voucher (PBV) Complexes: Rosefield Village, The Starling, Alameda Point Collaborative and Bessie Coleman Court- Moderate Rehabilitation complexes. The outreach materials went to 90 assisted tenants. Each event had less than five attendees. The following days, emails with recruitment information and applications were sent to all eligible participants at each complex. Additional targeted recruitment will continue to other AHA PBV properties, Family Reunification Program vouchers holders, Emergency Housing

Voucher (EHV) holders throughout April, May and June 2023. AHA continues recruitment efforts during new voucher briefings, monthly Annual Recertification process and newsletters. AHA website has wonderful FSS information link and the ability to sign up online.

Below is a chart showing the number of participants enrolled and the number of graduations and/or termination from October 1, 2022- through March 2023.

Program data	Q4 end Dec 31,2022	Q1 end March 31, 2023	Q2 end June 30, 2023	Q3 end Sept 30, 2023
Enrollees at end of last quarter	29	26		
New FSS participants this quarter	0	0		
Graduated this quarter	3	2		
Terminations/withdrawals/port outs	0	1		
Port ins	0	0		
<b>TOTAL ENROLLED AT END OF MOST RECENT QUARTER</b>	26	23		
Minimum enrollees required by HUD grant for One Coordinator Position	26	26		
Enrollees with increased income this quarter	0	0		
Average escrow account balance at end of quarter	\$3,623.89	\$4,703.16		
Percentage of enrollees with an escrow balance at end of	56%	57%		

quarter				
Total escrow balance on last day of the quarter for all enrollees	\$97,844.92	\$ 108,172.69		
Total withdrawals for this quarter	0	3		

**Services provided this quarter**

Personal Coaching on life skills, tenant/landlord communication and Annual Recertification/income change procedures. Referrals to legal and mediation services. Referrals to College of Alameda Career & Employment Center, Alameda County Social Services. Monthly check-ins: one-on-one and virtual group on third Tuesday evenings.

Meetings held this quarter: three virtual meetings, scheduled on the third Tuesday evenings from 6 pm – 7:30 pm

Average number of attendees for all meetings: 6

This program is continually taking new enrollees. Only participants in the Housing Choice Voucher program and Moderate Rehabilitation programs are eligible. For more information, contact Kara S. Korbelt at 510-747-4311. Please also see the website <https://www.alamedahsg.org/housing-programs/family-self-sufficiency-program/>

**FISCAL IMPACT**

For report only, no fiscal impact.

**CEQA**

N/A

**RECOMMENDATION**

Accept Quarterly Family Self Sufficiency FSS report.

**ATTACHMENTS**

None

Respectfully submitted,  
 Kara S. Korbelt  
 Kara Korbelt, Housing Specialist III

To: Honorable Chair and Members of the Board of Commissioners

From: Lynelle Buckley-Broughton, Property Management Supervisor

Date: May 17, 2023

Re: Accept the Quarterly Overview Report for Property Operations.

---

### **BACKGROUND**

This memo provides a high-level overview of the Property Operations Department's activities for the last quarter.

### **DISCUSSION**

As of January 1, 2023, FPI Management (FPI) has taken over all properties previously managed by the John Stewart Company (JSCo). On March 1, 2023, FPI began managing Independence Plaza. Staff are currently on target to transition the last site, Anne B. Diament Plaza on July 1, 2023. Staff will continue to work closely with FPI to achieve a smooth transition.

### **VACANCY**

There are thirty-four (34) vacancies out of six hundred eighty-six (686) total units for all properties including: AHA owned and managed; affiliate owned; and third party managed by FPI, at the beginning of January, 2023. This vacancy rate of approximately 5% is higher than normal for AHA and is due to a number of factors, including long-term vacancies from the prior property management company, vacancies created by the rightsizing of PBV households after the lifting of HUD's COVID waivers, departures by tenants who have not paid rent and, in a few cases, terminationions of tenancy. Staff are working diligently to fill the vacancies. Sixteen (16) units have move-ins scheduled, sixteen (16) are "turned" and ready for occupancy, three (3) are to be filled by AHA and the remainder by FPI.

Weekly lease up coordination meetings between AHA Property Management, FPI, and AHA Housing Programs continue with the goal of filling vacancies as expeditiously as possible. Vacancies that do not have a waitlist are posted on the AHA website and applications are available through contacting the resident managers, as well as GoSection 8, the Section 8 online search engine, and on Craigslist.

### **RENT COLLECTIONS**



The total delinquency (unpaid rent) for the portfolio for current tenants is approximately \$500,000. This number is the cumulative rent that has been past due over the last three (3) plus years. Some of this is due from past tenants and will be brought to the Board as a write off in the next few months.

For the current tenants who owe money, rent collection procedures can restart after three. The eviction moratorium has now ended at all AHA sites and legal notices to pay or quit have been issued (or will be issued shortly) to all households who owe over \$100. These legal notices will also include information regarding resources for rental assistance, available from various nonprofits.

All residents with a past due balance over \$100 have also been referred to LifeSTEPS for assistance. Most of those with smaller balances (less than \$400) are expected to be paid soon, as LifeSTEPS has dedicated rental assistance funds available for smaller amounts.

However, there are still a significant number of residents that are not responsive to the notices and referrals. FPI and LifeSTEPS continue to engage all residents who owe back rent and encourage them to enter into a repayment agreement.

The Board should expect to see a number of terminations of tenancy filed with the court in coming months, due to nonpayment, for the most egregious cases and/or where the tenant refuses to enter into a payment plan. This may result in increased complaints to the Ombudsman and, possibly to HUD, in the short term. The notices may also increase the vacancy rate in the short to medium term at some sites and legal costs overall are likely to increase. It is yet to be seen how willing the courts will be to move forward on evictions and, if willing, how long the process may take. If this is prolonged (as it was during COVID) the income of the properties may be negatively impacted due to occupied units that are not generating revenue. Staff will continue to monitor and manage these areas closely.

### RENT INCREASES

In October 2022, new payment standards were released and there is a slight increase which will allow increases to rents beginning in 2023. Generally, these rent increases will not impact subsidized residents' rent portion, as long as they are not over housed. Rents were increased at Independence Plaza on March 1, 2023.

### SOCIAL SERVICES

LifeSTEPS continues to conduct in-person meetings with residents. LifeSTEPS has been providing aid to our households and continues to link them to financial and social service agencies, as needed. The Food Bank has continued the farmer's market structure that was being utilized prior to the pandemic and LifeSTEPS has resumed running this model.

### MAINTENANCE

One maintenance employee retired, leaving just two maintenance positions currently

active. Temp staff is being used where necessary.

**FISCAL IMPACT**

Report only, no financial impact.

**CEQA**

N/A

**RECOMMENDATION**

Accept the Quarterly Overview Report for Property Operations.

**ATTACHMENTS**

None

Respectfully submitted,  
Lynelle Buckley-Broughton  
Lynelle Buckley-Broughton, Property Management Supervisor



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

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To: Honorable Chair and Members of the Board of Commissioners  
From: Sylvia Martinez, Director of Housing Development  
Date: May 17, 2023  
Re: Accept the Quarterly Overview Report for Housing Development.

---

### **BACKGROUND**

This memo provides an overview of the Housing Development departmental activities for the prior quarter.

### **DISCUSSION**

#### Island City Development

The Housing Authority (AHA) previously made two predevelopment loans to Island City Development (ICD) on behalf of two development projects: North Housing and Rosefield Village. In July 2021, the Alameda Affordable Housing Trust Fund awarded \$7,500,000 and a Letter of Intent for \$2,500,000 (contingent on an award from the Local Housing Trust Fund program of the State of California). Via the Housing Authority reserve policy, additional predevelopment loans are anticipated, but not yet utilized. The loan balance and project details are discussed in the subsequent project specific Board reports.

#### Affordable Housing Project Pipeline

Staff has now implemented a quarterly pipeline newsletter system to communicate with interested parties. The most recent newsletter was released in late January.

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

*Estuary (formerly North Housing PSH I, PSH II) and Linnet Corner (formerly, NH Seniors* – An update report on these projects is presented as a separate Board item.

*The Poplar (2615 Eagle)* - An update report on the project is presented as a separate Board item.

*Poppy Studios (formerly Webster Street Hotel Conversion)* - An update report on the project is presented as a separate Board item.

*Feasibility Studies* – Utilizing data from recent PNAs, appraisals, and accessibility





studies, staff is conducting financial feasibility analyses on three portfolio projects (Independence Plaza, China Clipper, and Esperanza) regarding needs and opportunities for renovation. Staff continues to explore avenues to utilize the AHA's Faircloth voucher allocation, including participating in a working group of housing authorities that are petitioning the State for recognition of this underutilized federal resource as leverage of state funding programs.

Acquisitions

1. Pulte purchases – The last purchase will occur in April 2023.
3. Staff continues to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available.

New Funding Opportunities

The affordable housing funding year cycle is heavily weighted to the first half of the year, so staff is readying projects for applications in 2023. Staff applied for City of Alameda local funding for Estuary I. Staff applied to the Federal Home Loan Bank program for both Linnet Corner and Estuary II. Staff applied in February for tax exempt bonds and non-competitive tax credits for Linnet Corner, but has not received a preliminary recommendation. Staff applied for 9% credits for Estuary I in late April. In May, staff will submit matching fund applications to the State Local Housing Trust Fund and potentially another bond/tax credit application for Linnet Corner. There are further application opportunities from June - August.

Construction in Progress

Staff is prioritizing three items in Construction in Progress (preparation for renovations on portfolio properties) as shared in its monthly report.

Staffing

Staff is currently recruiting for a Project Manager and a Senior Project Manager/Project Manager position and has made an offer for a housing development specialist which has been accepted for a June 2023 start. The department hopes to sponsor a student intern this summer, per the new program approved by the Board.

**FISCAL IMPACT**

N/A

**CEQA**

N/A

**RECOMMENDATION**

Accept the Monthly Overview Report for Housing Development.

**ATTACHMENTS**

None

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sylvia Martinez', with a stylized flourish at the end.

Sylvia Martinez, Director of Housing Development



Housing Authority  
of the  
City of Alameda

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

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: May 17, 2023

Re: Accept the Quarterly Development Report for Poppy Studios  
(Webster Hotel Conversion).

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## **BACKGROUND**

In June 2022, the Housing Authority of the City of Alameda (AHA) approved a purchase and sale agreement and went into escrow with the owner of the Hawthorn Suites, to convert the extended-stay hotel to residential use and an affordable development. The development will be 50 studio units, with private kitchens and baths. Two small retail spaces along Webster Street will be retained. The development will focus on half of the site, allowing the other half to be retained for future development. The purchase and sale agreement requires a firm commitment in first quarter of 2023 to proceed. The development received a commitment of funds from the State of California Super NOFA in February 2023 to allow it to move forward.

## **DISCUSSION**

### Escrow

The property is currently in escrow with a purchase deadline at the end of September 2023.

### Funding

On March 30, 2022, the State of California Department of Housing and Community Development (HCD) published the Super Notice of Funding Availability (Super NOFA) which includes multiple HCD funding programs. In February 2023, staff received notice of an award for its July 2022 Super NOFA Funding Application to the State HCD requesting funds from the Multifamily Housing Program (Non-Tax Credit Set-aside). These funds require that 25% of the units (13) serve a supportive housing population.

### Design and Permit

An architect has been selected and a feasibility contract signed to develop scope for the interior renovations (mostly adding cooking facilities, additional accessibility and minor changes to improve functionality). This set of plans will be submitted to the City of Alameda in June 2023.



### Procurement

It is anticipated that a general contractor with experience with interior improvements will be selected. Certain trades, such as roofing, solar, and low voltage will be procured directly by AHA. Staff issued a Request for Proposal for construction debt for this development and has issued a Notice of Intent to Award to the Housing Trust Silicon Valley, a Community Development Financial Institution (CDFI) which makes multifamily loans for affordable housing throughout the Bay Area.

### Community Outreach

A press release was issued after escrow was opened, and the AHA website now references a newsletter regarding this development. Staff anticipates community outreach meetings will be held in summer of 2023 as the project moves forward.

### **FISCAL IMPACT**

The Board previously authorized a loan of \$8,000,000 for costs associated with acquisition and development. To date, less than \$125,000 has been spent on studies and deposits.

### **CEQA**

Not Applicable.

### **RECOMMENDATION**

Accept the Quarterly Development Report for Poppy Studios (Webster Hotel Conversion)

### **ATTACHMENTS**

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



Housing Authority  
of the  
City of Alameda

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

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To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: May 17, 2023

Re: Accept the Quarterly Development Report for The Estuary I (North Housing PSH I).

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## **BACKGROUND**

The Estuary I, formerly known as North Housing PSH I, is one of the first three projects within North Housing Block A and Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. The Estuary I project is expected to have 45 units of permanent supportive housing for formerly homeless individuals and households.

The Housing Authority of the City of Alameda (AHA) is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. On February 21, 2016, the Board authorized acceptance of the Quit Claim deed for conveyance of the property to the Housing Authority. On June 5, 2018, City Council approved the resolution to transfer the North Housing site to the Housing Authority. The North Housing parcel was successfully transferred to Housing Authority ownership on May 30, 2019. The Board approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

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

## **DISCUSSION**

### Funding

On February 10, 2022, staff submitted a Community Development Block Grant (CDBG) and a HOME Investment Partnerships Program (HOME) funding application to the City of Alameda for this project. The project received a funding commitment from the City of



Alameda dated June 22, 2022, for approximately \$1.26 million in combined local city loan funds.

On February 9, 2023, staff submitted a CDBG and HOME funding application for FY 2023-2024 CDBG and HOME program funds. Funding awards are expected to be announced by the City of Alameda in June 2023.

On March 10, 2022, staff submitted an Affordable Housing Program (AHP) funding application to the Federal Home Loan Bank of San Francisco. On June 24, 2022, the Federal Home Loan Bank of San Francisco awarded \$660,000 in AHP funds to the project.

On June 1, 2022, staff responded to the Housing Authority of the City of Alameda's Request for Proposals for the Section 8 Project-Based Voucher Program. On June 30, 2022, AHA conditionally awarded twenty (20) Section 8 Project-Based Vouchers (PBV) for this project. The project was previously awarded twenty (20) Section 8 PBV in December 2021. Together, The Estuary I project has a total of forty (40) Section 8 Project-Based Vouchers. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to be approximately \$10 million. On April 15, 2023, staff submitted the quarterly report for the period from January 1, 2023 to March 31, 2023 to AHA. On April 19, 2023, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) from December 13, 2022 to December 13, 2023. Staff expect this extension would allow the project to secure the necessary financing from the California Tax Credit Allocation Committee in 2023.

On April 25, 2023, staff submitted a competitive 9 percent Low-Income Housing Tax Credit (LIHTC) Application to the California Tax Credit Allocation Committee (CTCAC). CTCAC is scheduled to meet on July 26, 2023 and the preliminary allocation recommendation for this funding round is expected to be available in early July 2023.

#### Permit

On March 3, 2023, the project team resubmitted project plans to the City of Alameda for plan check. The building permit drawings are in the final stages of the review process and are expected to be ready in the coming months. Also, the Public Works Department is near complete with its review of the first phase Final Map and the associated backbone improvements plan. The first phase Final Map is expected to be on the City Council's consent calendar on May 16, 2023. Staff is continuing to work with our insurance broker to obtain the surety bonds for the first phase Final Map and the associated backbone improvements.

#### Procurement

Staff is working on three active procurements: an Owner's Representative, a Prevailing Wage Consultant, and a Debt and Equity Investor for the project. Staff released the RFQ for debt and equity investor in February and are reviewing responses received by the deadline of April 20, 2023.

**FISCAL IMPACT**

The Board previously authorized a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 155 units of permanent supportive and senior housing. Funds are disbursed to ICD on an as-needed basis.

The current total available predevelopment loan balance is \$1,055,088. Please refer to the attached chart summarizing expenses through April 30, 2023 (Attachment 1).

The Board has made the following financial commitments to this development, per the 2021 Reserve policy and the creation of the Alameda Affordable Housing Trust Fund in 2021: \$7,500,000 commitment to the first two permanent supportive housing phases, totaling 90 units; forward commitment of Local Housing Trust Fund matching grant funds of \$2,500,000, once available; approved an option to ground lease the property, at a subsidized rate in 2021.

**CEQA**

Not Applicable.

**RECOMMENDATION**

Accept the Quarterly Development Report for The Estuary I (North Housing PSH I).

**ATTACHMENTS**

1. North Housing Expenses Chart Through April 30, 2023

Respectfully submitted,



Tony Weng, Senior Project Manager

North Housing Predevelopment Expenses Chart Through April 30, 2023.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes master planning and demolition)	\$4,156,896
First Phase Pre-Development (Block A, includes all three projects)	\$1,740,775
Carrying Costs (see details below)	\$547,241
Grand Total	\$6,444,912

<u>Carrying Costs-Details</u>	
<i>Predevelopment Category</i>	<u>Total</u>
Administrative Expenses (including postage & advertising)	\$1,092
Furniture and Equipment - Fencing	\$65,043
Insurance	\$4,292
On Site Improvements	\$357,737
Legal Expense	\$23,679
Permit & Fees	\$722
Prepaid - Other	\$30,267
Professional Services (Other)	\$34,624
Survey	\$29,785
Grand Total	\$547,241





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**FAX:** (510) 522-7848  
**TTY/TRS:** 711

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To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: May 17, 2023

Re: Accept the Quarterly Development Report for The Estuary II (North Housing PSH II).

---

## **BACKGROUND**

The Estuary II, formerly known as North Housing PSH II, is one of the first three projects within North Housing Block A and Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. The Estuary II is expected to have 46 units of permanent supportive housing for formerly homeless individuals and households.

The Housing Authority of the City of Alameda (AHA) is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. On February 21, 2016, the Board authorized acceptance of the Quit Claim deed for conveyance of the property to the Housing Authority. On June 5, 2018, City Council approved the resolution to transfer the North Housing site to the Housing Authority. The North Housing parcel was successfully transferred to Housing Authority ownership on May 30, 2019. The Board approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

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

## **DISCUSSION**

### Funding

On March 9, 2023, staff submitted an Affordable Housing Program (AHP) funding application to the Federal Home Loan Bank of San Francisco, requesting \$690,000 in AHP funds. Funding awards are expected to be announced in June 2023.



On March 30, 2022, the State of California Department of Housing and Community Development (HCD) published the Super Notice of Funding Availability (Super NOFA) which includes multiple HCD funding programs. On July 12, 2022, staff submitted a Super NOFA Funding Application to the State HCD requesting funds from the Multifamily Housing Program (MHP) and Infill Infrastructure Grant (IIG) Program. On January 18, 2023, HCD notified us that the project passed threshold, but will not be moving forward to feasibility for award considerations based on their ranking analysis. State HCD is expecting to release the 2023 Super NOFA in May with applications due in July 2023. Staff is preparing to reapply for 2023 Super NOFA funds for this project.

On December 13, 2021, the Housing Authority of the City of Alameda (AHA) conditionally awarded forty (40) Section 8 Project-Based Vouchers (PBV) for this project. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to be approximately \$10 million. Staff submitted the quarterly report for the period from January 1, 2023 through March 31, 2023 to AHA. On April 19, 2023, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) from December 13, 2022 to December 13, 2023.

#### Permit

On March 3, 2023, the project team resubmitted project plans to the City of Alameda for plan check. The building permit drawings are in the final stages of the review process and are expected to be ready in the coming months. Also, the Public Works Department is near complete with its review of the first phase Final Map and the associated backbone improvements plan. The first phase Final Map is expected to be on the City Council's consent calendar on May 16, 2023. Staff is continuing to work with our insurance broker to obtain the surety bonds for the first phase Final Map and the associated backbone improvements.

#### Procurement

Staff is working on three active procurements: an Owner's Representative, a Prevailing Wage Consultant, and a Debt and Equity Investor for the project. Staff released the RFQ for debt and equity investor in February and are reviewing responses received by the deadline of April 20, 2023.

#### **FISCAL IMPACT**

The Board previously authorized a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 90 units of permanent supportive housing. Funds are disbursed to ICD on an as-needed basis. The current total available predevelopment loan balance is \$1,055,088. Please refer to the attached chart summarizing expenses through April 30, 2023 (Attachment 1).

The Board has made the following financial commitments to this development, per the 2021 Reserve policy and the creation of the Alameda Affordable Housing Trust Fund in

2021: \$7,500,000 commitment to the first two permanent supportive housing phases, totaling 90 units; forward commitment of Local Housing Trust Fund matching grant funds of \$2,500,000, once available; approved an option to ground lease the property, at a subsidized rate in 2021.

**CEQA**

Not applicable.

**RECOMMENDATION**

Accept the Quarterly Development Report for The Estuary II (North Housing PSH II).

**ATTACHMENTS**

- 1. North Housing Expenses Chart Through April 30, 2023

Respectfully submitted,



Tony Weng, Senior Project Manager

North Housing Predevelopment Expenses Chart Through April 30, 2023.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes master planning and demolition)	\$4,156,896
First Phase Pre-Development (Block A, includes all three projects)	\$1,740,775
Carrying Costs (see details below)	\$547,241
Grand Total	\$6,444,912

<u>Carrying Costs-Details</u>	
<i>Predevelopment Category</i>	<u>Total</u>
Administrative Expenses (including postage & advertising)	\$1,092
Furniture and Equipment - Fencing	\$65,043
Insurance	\$4,292
On Site Improvements	\$357,737
Legal Expense	\$23,679
Permit & Fees	\$722
Prepaid - Other	\$30,267
Professional Services (Other)	\$34,624
Survey	\$29,785
Grand Total	\$547,241



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**FAX:** (510) 522-7848  
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To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: May 17, 2023

Re: Accept the Quarterly Development Report for Linnet Corner (North Housing Senior Apartments) and Authorize the Use of Reserve Policy Commitment of up to \$3,538,000.

---

**BACKGROUND**

Linnet Corner formerly known as North Housing Senior Apartments is one of the first three projects within North Housing Block A and Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. Linnet Corner is expected to have sixty-four (64) affordable units for seniors aged 62 and over. Twenty-five percent (25%) of the units or sixteen (16) units are expected to serve senior homeless veterans.

The Housing Authority of the City of Alameda (AHA) is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. On February 21, 2016, the Board authorized acceptance of the Quit Claim deed for conveyance of the property to the Housing Authority. On June 5, 2018, City Council approved the resolution to transfer the North Housing site to the Housing Authority. The North Housing parcel was successfully transferred to Housing Authority ownership on May 30, 2019. The Board approved the Agency’s Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

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

**DISCUSSION**

Funding

On February 2, 2023, staff received a Multifamily Super NOFA Conditional Award Commitment in the amount of \$20,635,312 from the California Department of Housing



and Community Development (HCD) for this project. Staff is continuing to work with HCD staff on finalizing the project report and the standard agreement.

On February 7, 2023, staff submitted a competitive joint tax-exempted bond and 4 percent tax credit funding application to the California Debt Limit Allocation Committee and the California Tax Credit Allocation Committee for this project. However, the project did not receive a preliminary funding recommendation for bond allocations. In addition, state tax credits were also expended in the first round of bond allocations. This project was structured to utilize state tax credits and we now have a funding gap of approximately \$1,760,000 from state tax credit proceeds. Staff is seeking Board approval to use an additional Reserve Policy Commitment of up to \$1,100,000 and allow the project to defer up to half of the maximum developer fee, per TCAC regulations or as capped by cash flow. The Board's approval would allow the project to compete for tax-exempted bonds and 4 percent tax credits without state tax credits in the upcoming funding round with applications due on May 23, 2023. If the project is successful with the Local Housing Trust Fund and Affordable Housing Program funding applications noted below, the AHA commitment would be reverted back down to the original commitment of \$2,438,000, with reduced or no deferred fee to the greatest extent possible. The previous Board resolution from May 2022 contemplated the reallocation of Reserve Policy Commitments between the various housing development projects and provided a maximum authority of up to \$4,538,000 for this project, and staff proposes that the Board allow use up to \$3,538,000 for Linnet Corner.

On March 9, 2023, staff submitted an Affordable Housing Program (AHP) funding application to the Federal Home Loan Bank of San Francisco, requesting \$945,000 in AHP funds. Funding awards are expected to be announced in June 2023.

On March 9, 2023, State HCD released the 2023 Local Housing Trust Fund (LHTF) Program NOFA with funding applications due through May 17, 2023. As discussed on a memo to the Board last month, staff is working on a LHTF application for additional state-matching funds for this project. The LHTF awards are expected in August 2023.

On June 1, 2022, staff responded to the Housing Authority of the City of Alameda's Request for Proposals for the Section 8 Project-Based Voucher (PBV) Program. On June 30, 2022, AHA conditionally awarded forty (40) Section 8 PBVs for this project. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to be approximately \$10 million. Staff submitted the quarterly report for the period from January 1, 2023 through March 31, 2022 to AHA. On April 19, 2023, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) from June 30, 2023 to December 13, 2023. Staff expect this extension would allow the project to secure the necessary financing from the California Debt Limit Allocation Committee and the California Tax Credit Allocation Committee in 2023.

### Permits

On March 3, 2023, the project team resubmitted project plans to the City of Alameda for

plan check. The building permit drawings are in the final stages of the review process and are expected to be ready in the coming months. The first phase final map and the associated backbone improvements plan review by Public Works Department is near complete and is expected to be on the City Council's consent calendar on May 16, 2023. Staff is continuing to work with our insurance broker to obtain the surety bonds for the first phase Final Map and the associated backbone improvements.

### Procurement

Staff is working on three active procurements: an Owner's Representative, a Prevailing Wage Consultant, and a Debt and Equity Investor for the project. Staff released the RFQ for debt and equity investor in February and are reviewing responses received by the deadline of April 20, 2023.

### FISCAL IMPACT

The Board previously authorized a predevelopment loan of \$7,500,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 155 total units, including Linnet Corner. Funds are disbursed to ICD on an as-needed basis. The current total available predevelopment loan balance is \$1,055,088. Please refer to the attached chart summarizing expenses through April 30, 2023 (Attachment 1).

The Board has made the following financial commitments to this development, per the 2022 Reserve policy: up to \$4,538,000 commitment to Linnet Corner; approved an option to ground lease the property, at a subsidized rate in 2021. The total Reserve Policy use will be \$3,538,000 if the Board approves the use of additional funds discussed in this memo.

AHA has typically structured their ground leases at Fair Market Value rent, pre-paid by a seller carryback note that is a subsidized loan subject only to residual receipts payments. For competitive reasons in the tax-exempted bond competition, as well as for projects with State HCD funding, which only restricts residual receipts payments for related party loans, AHA may choose to utilize a \$1 or \$100/year system on these transactions.

### CEQA

Not applicable.

### RECOMMENDATION

Accept the Quarterly Development Report for Linnet Corner (North Housing Senior Apartments) and Authorize the Use of Reserve Policy Commitment of up to \$3,538,000.

### ATTACHMENTS

1. North Housing Expenses Chart Through April 30, 2023

Respectfully submitted,

*Tony Weng*

Tony Weng, Senior Project Manager



North Housing Predevelopment Expenses Chart Through April 30, 2023.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes master planning and demolition)	\$4,156,896
First Phase Pre-Development (Block A, includes all three projects)	\$1,740,775
Carrying Costs (see details below)	\$547,241
Grand Total	\$6,444,912

<u>Carrying Costs-Details</u>	
<i>Predevelopment Category</i>	<u>Total</u>
Administrative Expenses (including postage & advertising)	\$1,092
Furniture and Equipment - Fencing	\$65,043
Insurance	\$4,292
On Site Improvements	\$357,737
Legal Expense	\$23,679
Permit & Fees	\$722
Prepaid - Other	\$30,267
Professional Services (Other)	\$34,624
Survey	\$29,785
Grand Total	\$547,241



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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: May 17, 2023

Re: Accept the Quarterly Development Report for The Poplar (2615 Eagle Avenue) and Withdraw 2022 Reserve Policy Commitment of \$1,100,000.

---

**BACKGROUND**

The Housing Authority (AHA) purchased the property at 2615 Eagle Avenue in April 2022 in order to develop the site as affordable housing. The Housing Authority anticipates that the site will serve 40-50 families, with up to 25% supportive housing units if required by funding sources.

**DISCUSSION**

Funding

On April 20, 2022, the Housing Authority approved an option to ground lease valued at \$2.5 million to Island City Development (a long-term commitment through the Reserve Policy), and in May 2022, also agreed to \$500,000 in funding for design and development (this is typically a predevelopment, short-term commitment). The Housing Authority has received \$1.4 million from the City of Alameda ROPS funding for this development, which reduced the Reserve Policy commitment to \$1.1 million. It has also applied for a 2023-24 ROPS allocation for this development of \$1.6 million.

In a related action, staff is recommending that the Board withdraw the remaining long term commitment of \$1.1 million so that it can re-purposed for another project. Staff recommends this reallocation for the following reasons:

- 1) The Poplar development is moving more slowly. Additional funding applications for this project require a more established design and development scheme, planned for 2023. It is currently anticipated that The Poplar will not be able to undertake its main funding applications until mid-2024 at the earliest.
- 2) The Poplar development has already attracted ROPS funding because it is able to serve a family demographic, and may be successful again in FY 23-24 and future years.
- 3) Staff is currently discussing a predevelopment loan from Capital Impact Partners, a



Community Development Financial Institution, for this development which can provide complete take out of AHA's current and future investments into this development, with any fees and carrying costs to be recovered by the future development. A sample term sheet was provided to the Board in April 2023.

Design and Permit

As part of the application process, staff received confirmation that the development will not require CEQA review and is entitled for the planned use. The site will have to submit drawings for a ministerial design review process on objective design standards, and for offsite public works approvals.

Procurement

Staff has begun procurement for the architect and design team.

Community Outreach

A press release was issued after escrow closed, and the AHA website now references a quarterly newsletter regarding all pipeline developments. Staff anticipates community outreach meetings will be held in the second half of 2023.

**FISCAL IMPACT**

This recommendation, if accompanied with a subsequent award to another pipeline development project, is budget neutral. It is anticipated that the Housing Authority will apply for predevelopment funding for all costs associated with this project by mid-2023, with any fees and carrying costs anticipated to be recovered by the future development.

**CEQA**

Not applicable.

**RECOMMENDATION**

Accept the Quarterly Development Report for The Poplar (2615 Eagle Avenue) and Withdraw 2022 Reserve Policy Commitment of \$1,100,000.

**ATTACHMENTS**

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



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**FAX:** (510) 522-7848  
**TTY/TRS:** 711

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To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: May 17, 2023

Re: Accept the Quarterly Financial Report through the Month of March 31, 2023.

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## **BACKGROUND**

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results of July 1, 2022 through March 31, 2023 activity compared to the FY 2023 budget for the same period. Although the audited financial statements are on an accrual basis, the month-to-month financials are on a hybrid accrual and cash basis. The numbers presented are subject to change based on the adjustments from the final audited financial statement report by the independent financial auditors. On May 18, 2022, the Board of Commissioners approved a one-year operating budget for the period covering fiscal year July 1, 2022 through June 30, 2023.

The Housing Authority of the City of Alameda (AHA) financial reports incorporate the financial activities of the properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC). All members of the Board of Commissioners also serve as the Board of Directors of AAHC and, due to this common control, the Department of Housing and Urban Development (HUD) has opined that AAHC is a blended component unit of the Housing Authority of the City of Alameda (AHA).

Please note that the activity of AHA's affiliate, Island City Development (ICD) and related low-income housing tax credit partnerships, are not included in this memorandum. Financial activity is presented in the ICD Board meeting. HUD has opined that ICD is a discretely presented component unit of AHA, and presented separately in the audited financial statements of the agency.

This financial report presents information for the period from July 2022 through March 2023 (first, second, and third quarters of the fiscal year).

## **DISCUSSION**

Overview



The following Financial Snapshot showcases Net Operating Income (Cash Flow of AHA) for the fiscal year to date (July 1, 2022 through March 31, 2023). Further discussions on the cause of these variances are presented below. Please note that "Total Revenue" represented below only showcases a timing difference as AHA is pending receipt of the Tax Increment Payment for Independence Plaza and the Alameda Unified School District Recognized Obligation Payment.

Financial Snapshot	PTD Actual	PTD Budget	Variance	% Variance
TOTAL REVENUE	42,802,596	44,866,099	-2,063,503	-4.60%
LESS: OPERATING EXPENSES	-37,419,642	-42,888,305	-5,468,663	-12.75
NET OPERATING INCOME	5,382,955	1,977,794	3,405,160	172.17

The following Risk Indicator showcases whether AHA has sufficient cash and investments to meet its near-term obligations.

Performance Indicator	Cash and Investments	Average	Months Covered
Cash and Investments/Total HAP	37,648,704	2,947,431	12.77
Cash and Investments/Operating Expense	37,648,704	1,210,307	31.11
Cash and Investments/HAP and Operating Expense	37,648,704	4,157,738	9.06

Furthermore, the leverage ratio AHA Debt (\$116,637,110) to AHA Assets (\$264,293,813) percentage of 44% showcases that AHA is lowly leveraged. Additionally, some of the AHA debt is internal debt (i.e. seller note from the AHA to AAHC property transfers).

Third Party Management

As of January 1, 2023, property management duties were transferred from The John

Stewart Company to FPI Management. AHA Finance and JSCO Finance worked closely together to close out the financial records, complete reconciliations and to close all AHA bank accounts held by JSCO.

As of March 31, 2023, AHA manages 1 property, Anne B. Diament, on a direct basis. It is expected that Anne B. Diament be transferred to FPI Management no later than the end of the current fiscal year, June 30, 2023. Independence Plaza was transferred to FPI Management on March 1, 2023.

Finance staff is also working with FPI Management on ensuring financial accounting infrastructure continues to be built out, bank accounts opened (operating, security deposit and reserves), collateralized bank accounts created that will ensure additional protection beyond FDIC insured limits and critical invoices are paid (mortgages, insurance, etc.).

Income and occupancy figures are provided in the Monthly Overview report for Property Operations. AHA generally expects to receive financial statement packages from FPI Management for these properties on a monthly basis by the end of the following month, and the financial activity of the properties are reviewed, consolidated, and presented in the exhibits attached to this memorandum. Finance staff continues to provide feedback on these financial packages to FPI Management. Estimates were utilized as necessary to fill any reporting gaps (a requisite for accrual accounting). Additionally, Finance leadership has access to view bank account activity online, and FPI management Yardi financial statement online access to view transactions in real time.

#### Operations Budget – Revenue

Year-to-date - Rental income (Total Tenant Revenue) of \$11,738,156 is predominantly made up of Housing Assistance Payments (HAP) received for AHA units and tenant rents received. This is lower than budget by \$77,756 (0.66%). Please note that the tax increment subsidy for Independence Plaza is received as one lump sum from the City of Alameda and recognized on a monthly prorated basis on the financial statements (accrual basis). The tenant portion of rents received is higher than budget by \$50,255 (1.54%), with vacancies higher than budget by \$51,408 (14.51%), offset by a lower HAP subsidy received of \$97,551 (1.47%). Staff will continue to monitor tenant and HAP income closely, and a reconciliation of rents are completed internally for AHA managed properties. Additional tenant funding from the emergency rental assistance payment program was also received for the properties. Portfolio Management and Housing Programs meet regularly to discuss the payment standards and plans on increasing rents to ensure financial sustainability of the properties. Please see Monthly Overview Report for Property Operations/Portfolio Management for more information.

Total Other Income and Restricted Income is higher than budget by \$575,056 (70.00%). Interest earned from CAMP and LAIF investments are higher than budgeted due to a rising rate environment, and AHA, as soft lender, has received interest payments from properties' excess cash flow. Additional rebalancing of operating cash to these investments also occurred. These factors are driving the higher interest income of

\$474,895 above budget. Due to the accelerated return of the Rent Program to the City of Alameda from the original planned December 2022 date to September 2022 date and the expected cap for Housing Development reimbursement reached earlier than anticipated, it is anticipated that Professional Service Revenue to be below budget by the end of FY 2023. Account 7080000 Other Government Grants, most notably Alameda Unified School District Recognized Obligation Payments (AUSD ROPS) funds were finally received in January 2023.

### Expenses

Total operating expenses, including HAP, are substantially lower than the year-to-date by \$5,468,663 (12.38%). Aside from HAP (discussed in the following paragraph), this is mainly due to lower paid out salary and benefit expenses, which are under budget due to vacant positions (unfilled, resignation, retirement or long-term leaves), and includes cost savings due to budgeted travel not heavily utilized in the beginning of the fiscal year, offset by higher maintenance costs in the properties due to deferred maintenance and certain costs that were planned for to be reclassified as capital costs on the balance sheet. Please see Monthly Overview Report Executive Department for an overview of active recruitment. Staff expects these operating expenses to increase as AHA becomes more staffed, with several positions in active recruitment. Housing Development, Finance, Portfolio Management and FPI Management staff have met to discuss the prepared financial packages including expenses. Generally, utility costs have jumped substantially year over year across the board of our properties.

Furthermore, the billings of the police services from the City of Alameda have been provided for part of the year, not to exceed the budgeted amount of \$210,000. The City of Alameda services agreement with the Housing Authority of the City of Alameda ends on June 30, 2023.

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

The Housing Assistance Payments (HAP) pass-through includes all the Housing Choice Voucher/Section 8, Shelter Plus, and Bessie Coleman (SRO) programs. Year-to-date HAP revenue (8010000 HUD Operating Grants) is \$2,527,522 (8.83% below budget). It is expected that as AHA completes lease up from the wait list and increases utilization, additional funding from HUD to pass-through for HAP payments will occur in the next several months. Furthermore, additional funds for the Emergency Housing Vouchers were received from HUD in the months of June and July 2021 which are currently recorded as unearned revenue (not presented in the Budget Comparison) in the amount of \$99,750. Finance staff continues to make progress on \$469,177 (Account 9700800 Port-In AR Billings) for Port-In billings from other public housing authorities. This amount is subject to change due to net Port-Outs. Port-In billing collections was not budgeted in the FY 2022 budget process as it's dependent on other housing authorities and participant portability.

### Statement of Net Position

The Housing Authority has adequate cash resources for operations.

As of March 2023, AHA, AAHC and its affiliates have \$12 Million in cash, and \$25.7

Million held in LAIF (Local Area Investment Trust Fund) and CAMP (California Asset Management Program) investments. Please see below to showcase a breakdown of AHA’s cash position and restricted and unrestricted cash breakout. Please refer to the separate Investment Memorandum which showcases the statements of the March 2023 LAIF and CAMP investments.

I) Cash and Cash Equivalents Position	
Cash	11,973,406
LAIF (Local Area Investment Fund)	11,800,555
CAMP (California Asset Management Program)	13,874,744
Total Cash and Cash Equivalents	37,648,704
II) Restricted and Unrestricted Cash and Equivalents Breakout	
Restricted Property Funds (Security Deposit, Replacement Reserve, Escrow Deposits, etc.)	1,986,443
Restricted Federalized Funds (Section 8, Family Self Sufficiency, etc.)	1,288,913
Restricted Cash - Board of Commissioners pursuant to the Reserves Policy	34,373,348
Total Cash and Cash Equivalents	37,648,704

In May 2022, the Reserves Policy was approved by the Board of Commissioners on the medium term plan to maintain adequate operating and HAP reserves and also for acquisition and development purposes. This Reserves Policy is updated periodically and will be brought back to the Board of Commissioners.

**OTHER ISSUES IMPACTING FINANCE DEPARTMENT**

Staffing

The Finance Department is fully staffed except for the new Development Accounting Officer position which is in active recruitment.. Nan McKay and Associates continues to provide limited consulting services, including HUD's monthly Voucher Management System (VMS) report submittal and the annual unaudited Financial Data Schedule (FDS). Nan McKay's contract expires by October 2023 for its maximum 5 year term, and Finance staff will publish a request for proposals as HUD regulations stipulates that



contracts can not be more than 5 years. Various staff attended the Nuts and Bolts Training as offered by CHAM held at Independence Plaza. Separately, staff attended an offsite training for CalPERS processing. The Director of Finance and Controller attended various sessions of the Novogradac Affordable Housing Conference.

#### Alameda Housing Authority Audit and Tax

AHA staff and Novogradac & Company LLP brought the audited financial statements to the Board of Commissioners for their review in the March 2023 meeting. After the Board of Commissioners approval, the audit was finalized and submitted to HUD and the Federal Clearinghouse by the March 31, 2023 deadline. HUD is in the process of review as of May 2023. AHA does not file a federal or state tax return.

#### Alameda Affordable Housing Corporation Tax

AAHC's financial information is consolidated with AHA, and therefore there is no separate audited financial statements. The AAHC tax extension for FY 2022 reporting extended the filing deadline through May 2023. The non-profit tax return was presented to the Board of Directors in the April AAHC Board meeting and approved. The tax returns were filed ahead of the May 15, 2023 deadline.

#### Island City Development Audit and Tax

AHA is working with the CPA firm Holthouse, Carlin & Van Tright LLP (HCVT) for audit work of Island City Development and the three low-income housing tax credit (LIHTC) project partnerships (Sherman and Buena Vista, L.P. and Everett and Eagle, L.P., and Constitution & Eagle, L.P. the "LPs"). Various Limited Liability Companies, including the newly formed "ICD Webster, LLC" will require tax returns to be filed no later than March 2023.

The Sherman and Buena Vista, L.P. (Littlejohn Commons) and Everett and Eagle, L.P. (Everett Commons) audited financial statements and tax returns were completed by March 2023.

The Constitution and Eagle, L.P. (Rosefield Village) audited financial statements was approved by the investor in May 2023, and is expected to be finalized shortly after. The tax return is currently in production.

Finance staff is also working with HCVT on the audited cost certification report for Constitution & Eagle, L.P., which is the LIHTC project partnership that owns Rosefield Village. This report is critical for investors and lenders, and is a requirement for the Tax Credit Allocation Committee Placed-in-Service package. A draft audited cost certification has been delivered by HCVT in late 2022 with various updates through May 2023 and it is not expected to be finalized by the planned conversion of Rosefield Village in the Summer of 2023.

ICD is under contract with both Novogradac & Company LLP as it relates to North Housing Block A and the upcoming low-income housing tax credit syndication. This includes 3 low-income housing tax credit partnerships, including agreed-upon

procedures reports, audited financial statements, tax returns and cost certifications. In the near-term, tax returns was filed by March 2023 for 6 North Housing related Limited Liability Companies and Limited Partnerships.

#### Department of Housing and Urban Development (HUD)

HUD approved the FY 2022 unaudited Financial Data Submission in February 2023. The FY 2022 audited Financial Data Submission is still pending.

A CARES Act (Coronavirus Aid, Relief and Economic Security Act) funding review by HUD occurred in September 2022, including reporting on how the funds were utilized and whether our documentation was sufficient per regulation. On October 31, 2022, HUD reported that their review of the CARES Act completed and no further information or actions are required from AHA to HUD. In January 2023, HUD presented to AHA a Certificate of Recognition for the 2023 CARES Review Award for the work presented by the Housing Programs Department, Principal Management Analyst and the Finance team.

Finance staff continues to attend trainings and discussions with HUD to prepare for Moving-To-Work financial reporting with the expected implementation of Moving-To-Work accounting no later than June 30, 2023. Furthermore, additional accounting standards on accounting for technology (GASB 96) is being reviewed for implementation by June 30, 2023.

#### Unfunded Pension Liabilities

Although it is expected that the unfunded accrued pension liability will be fully paid within the next 15 years as projected by the soft fresh start mechanism, this is based on the assumption that the investment assets held at CalPERS as well as funding of the liabilities continue as projected. In July 2022, CalPERS has stated that there is a preliminary negative 6.1% net return on investments for the 12-month period that ended June 30, 2022. As CalPERS and the revised actuarial reports based on the anecdotal negative 6.1% net return on investments are not available as of January 2023, Finance staff will return to the Board of Commissioners to present the 2023 actuarial reports in the annual audited financials no later than the 1st calendar year quarter of 2024. As previously presented to the Board of Commissioners, this will be reviewed on an annual basis within a 90%-110% guardrail and any substantial deviation will be reviewed and presented.

#### Budget

A detailed budget for the fiscal year July 1, 2022 through June 30, 2023 was brought to the Board of Commissioners at the May 18, 2022 meeting and was approved by both AHA and AAHC boards. The next budget will be presented in the May 2023 Board of Commissioners meeting for the fiscal year July 1, 2023 through June 30, 2024. Please see the separate memorandum on this topic.

#### Banking Activities

New operating, security deposit and reserve bank accounts on behalf of AHA and

AAHC were opened by our management company FPI Management, Inc. These funds are FDIC insured per legal entity up to \$250,000. Additional bank accounts were created by FPI Management with a bank that will collateralize non-FDIC insured funds through the California Department of Financial Protection and Innovation Department Local Agency Security Program (LASP).

Additionally, AHA's primary bank continues to collateralize non-FDIC insured deposits under the LASP program.

AHA did not have banking relationships with the failed banks/banks that were in receivership (e.g. Signature Bank, Silicon Valley Bank and First Republic Bank).

**FISCAL IMPACT**

None. This is for reporting purposes only.

**CEQA**

N/A

**RECOMMENDATION**

Accept the Quarterly Financial Report through the Month of March 31, 2023.

**ATTACHMENTS**

- 1. MARCH 2023 - EXHIBIT A - BALANCE SHEET (AHA & AAHC)
- 2. MARCH 2023 - EXHIBIT B - PTD Budget & Actuals (AHA & AAHC)

Respectfully submitted,  
Louie So  
Louie So, Director of Finance

## Balance Sheet

Period = Mar 2023

Book = Accrual

	Current Balance
1000000 ASSETS	
1100000 CURRENT ASSETS	
1101000 CASH	
1110010 Cash - Unrestricted	9,078,383
1110018 Cash - Operating Checking with 3rd Party	668,660
1110019 Petty Cash with 3rd Party	800
1110020 Cash - Petty cash	1,250
1110021 Cash - Benefit Account	69,169
1110030 Cash - FSS	113,449
1110040 Cash - Replacement Reserve Bldg	220,000
1130010 Cash - Restricted Other	55,250
1130030 Cash - Restricted Sec Dep	475,059
1140050 Cash - Tenant Security Deposits with 3rd Party	259,572
1199000 TOTAL CASH	<u>10,941,593</u>
1200000 ACCOUNTS RECEIVABLE	
1240010 Accounts Receivable - Government	241,822
1240050 HAP Rent Receivable	5,871
1240070 Accounts Receivable- HUD	22,257
1250010 Accounts Receivable - Other	435,541
1250020 Accounts Receivable - Owners	342,190
1250050 Accounts Receivable - 3rd Party Management	72,526
1255000 Subsidy Suspense Receivable	(8,826)
1260000 Accounts Receivable - Tenant	405,198
1260050 Accounts Receivable - Tenant Rent with 3rd Party	446,591
1261000 Allowance for Doubtful Accounts -Dwelling Rent	(242,385)
1280000 Fraud Recovery	59,387
1281000 Allowance for Doubtful Accounts - Fraud	(59,044)
1290000 Accrued Interest Receivable	79,532
1299000 TOTAL ACCOUNTS RECEIVABLE	<u>1,800,659</u>
1300000 INVESTMENTS AND OTHER CURRENT NOTES	
1310000 Investments(LAIF)- Unrestricted	10,593,781
1320010 Investments - Other	202
1320020 Investments(LAIF) (Restricted) - FSS Escrow	90
1320030 Investments(LAIF)- Building Reserve	1,079,831
1320040 Investments(LAIF) - Equipment Reserve	125,225
1350000 Investments - Restricted	0
1350010 Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,425
1350031 Investments - CAMP	13,874,744

## Balance Sheet

Period = Mar 2023

Book = Accrual

	Current Balance
1350100 Mortgage Receivable	111,532,636
1350103 Mortgage Receivable-Jack Capon L. P.	45,528
1350105 Loan Receivable-Security Deposit Loan	105,469
1350106 Loan Receivable - ICD	20,163,568
1350107 Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000
1350109 Loan Receivable - Section 8	1,790,000
1360000 TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	161,312,500
1400000 PREPAID EXPENSES	
1420010 Prepaid Insurance - Property	57,080
1420040 Prepaid Insurance - Worker Comp	42,269
1420050 Prepaid - Other	28,064
1420051 Prepaid Rent	5,813
1420070 Escrow Deposits - Property	245,000
1420080 Escrow Deposits - Mortgage	6,100
1420095 Prepaid Expense - Management Company	249,820
1430010 Replacement Reserve-NorthMarq Loan	780,713
1440099 TOTAL PREPAID EXPENSES	1,414,859
1440105 INTERPROGRAM	
1440110 Interprogram (Due From)	3,748,965
1440899 TOTAL INTERPROGRAM	3,748,965
1500000 TOTAL CURRENT ASSETS	179,218,576
1590000 LONG TERM ASSETS	
1600000 FIXED ASSETS	
1609999 LAND AND BUILDINGS	
1610000 Land	60,726,239
1620030 Buildings	35,893,277
1620031 Buildings Improvements	265,752
1620060 Construction In Progress	2,500
1629000 TOTAL LAND AND BUILDINGS	96,887,768
1630040 Furniture and Equipment - Dwelling	347,787
1630041 Furniture and Equipment - Other	150,762
1650000 Leasehold Improvements	14,941,851
1660030 Accumulated Depreciation	(33,558,966)
1660060 Accumulated Depreciation - 3rd Party	(3,100)
1699000 TOTAL FIXED ASSETS	78,766,101
1700000 ALL OTHER ASSETS	
1740000 Other Asset	1,405,057
1770000 TOTAL ALL OTHER ASSETS	1,405,057
1800000 DEFERRED OUTFLOW	

**Balance Sheet**

Period = Mar 2023

Book = Accrual

	<b>Current Balance</b>
1800200 Deferred Outflow of Resources	2,168,053
1890000 TOTAL DEFERRED OUTFLOW	<u>2,168,053</u>
1900000 CONSTRUCTION IN PROGRESS	
1900020 CIP - Building Improvements	1,730,438
1900030 CIP - Land Improvements	3,599
1900040 CIP - Acquisition-Legal	37,839
1900045 CIP - Acquisition-Title & Escrow Fee	106
1900050 CIP - Appraisal (Land or Property)	11,000
1900060 CIP - Demolition & Remediation	3,000
1900070 CIP - Others Acquisition Costs	828
1900100 CIP - On Site Improvement	433,699
1900120 CIP - Relocation cost-Perm	330
1900125 CIP - Relocation cost-Temp	1,456
1900200 CIP - Admin Expenses(including postage & advertising)	1,092
1900210 CIP - Architectural & Engineering Fees	92,048
1900216 CIP - Survey Fees	52,268
1900230 CIP - Professional Services (Other)	33,928
1900250 CIP - Costs of Insurance	11,119
1900280 CIP - Insurance Costs During Construction	24,668
1900290 CIP - Organization - Legal	6,133
1900300 CIP - Construction Loan-Legal	10,898
1900335 CIP - Permanent Loan - Fees	186,000
1900370 CIP - Syndication-Consultant	5,265
1900400 CIP - TCAC Fee (Application,Reservation,Admin Fee, Deposit)	1,220
1900409 CIP - Bond Other Fees	2,500
1900410 CIP - Environmental Testing & Reports	38,525
1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist)	41,471
1900440 CIP - Marketing Cost	596
1900460 CIP - Market Study	6,000
1919999 TOTAL CONSTRUCTION IN PROGRESS	<u>2,736,025</u>
1929999 TOTAL LONG TERM ASSETS	<u>85,075,237</u>
<b>1999999 TOTAL ASSETS</b>	<b>264,293,813</b>
3000000 LIABILITIES AND EQUITY	
3005000 LIABILITIES	
3100000 CURRENT LIABILITIES	
3100500 ACCOUNTS PAYABLE	
3120010 Accounts Payable<= 90 Days	9,178
3120011 Accounts Payable -CALPERS (employee portion)	551
3120012 Accounts Payable-Health Insurance (employee portion)	24

## Balance Sheet

Period = Mar 2023

Book = Accrual

	Current Balance
3120013 Accounts Payable-457b Plan (employee portion)	9,590
3120014 Accounts Payable-Garnishment (employee portion)	(4)
3120015 Accounts Payable-Vision Insurance (employee portion)	639
3120016 Accounts Payable-Life Insurance (employee portion)	(35)
3120018 Accounts Payable-PARS retirement (employee portion)	191
3120019 Accounts Payable-Flexible Spending Account(employee portion)	3,409
3120022 Accounts Payable-PERS 1959 Surv(Employee Portion)	(34)
3120023 Accounts Payable-FSA Transit Plan	829
3120024 Accounts Payable FSS	107,540
3120027 Accounts Payable-Roth IRA	315
3120029 Accounts Payable - 3rd Party Management Company	16,615
3120040 Accrued Compensated Absences - Current Portion	208,764
3120070 Accrued Payables	405,464
3120075 Accrued Accounts Payable - 3rd Party Management	381,190
3330100 Tenants- Rents Payable	9,500
3339000 TOTAL ACCOUNT PAYABLE	<u>1,153,727</u>
3400000 SECURITY DEPOSITS HELD	
3410010 Tenant Security Deposits	169,731
3410015 Tenant Security Deposits - held with 3rd Party Management	64,467
3410020 Tenant Security Deposits - Pets	150
3410030 Tenant Security Deposits - Gate Opener	25
3410040 Tenant Security Deposits - Satellite Dish/Antenna	300
3410999 Security Deposit Refund	<u>(803)</u>
3419000 TOTAL SECURITY DEPOSITS HELD	233,871
3419900 OTHER LIABILITIES	
3420000 Prepay Tenant Rent	46,540
3421000 Prepay Tenant Rent - 3rd Party Management	117,457
3423000 Subsidy Suspense Clearing	1,312
3425000 Unearned Revenue	776,561
3426000 Prepaid Ground Lease Rent	(209,244)
3430000 Current Portion of Long Term Debt - Capital Projects	445,002
3440000 Current Portion of Long Term Debt - Operating Borrowing	56,180
3449000 TOTAL OTHER LIABILITIES	<u>1,233,809</u>
3470000 INTERPROGRAM	
3470050 Interprogram (Due to)	3,703,770
3471000 Due To/Due From Suspense Account	<u>(5,978)</u>
3480000 TOTAL INTERPROGRAM	<u>3,697,793</u>
3499000 TOTAL CURRENT LIABILITIES	<u>6,319,200</u>
3500000 NON-CURRENT LIABILITIES	

## Balance Sheet

Period = Mar 2023

Book = Accrual

	Current Balance
3510100 Mortgage Loan Payable	23,971,552
3510130 Interest Payable - City of Alameda Loan	1,140,445
3510140 Home Fund Loan #1	216,363
3510143 \$3.6M Housing Authority Loan Payable	82,042,724
3510150 Housing Community Dev. Loan	916,400
3510157 Loan Payable - Esperanza	1,790,000
3510160 Home Fund Loan #2	282,700
3540000 Accrued Compensated Absences - Noncurrent	157,759
3570000 OPEB Liability	(128,123)
3580000 Pension Liability	(71,910)
3599000 TOTAL NON-CURRENT LIABILITIES	<u>110,317,910</u>
3999000 TOTAL LIABILITIES	116,637,110
4000000 Equity/Net Assets	
4000001 EQUITY	
4000100 DEFERRED INFLOW	
4001000 Deferred Inflow of Resources	<u>17,900,777</u>
4900000 TOTAL DEFERRED INFLOW	17,900,777
4999999 CONTRIBUTED CAPITAL	
5010000 Net Investment in Capital Assets	24,337,632
5090000 Unrestricted	103,150,997
5120000 Unrestricted	2,265,986
5120010 Net Restricted Assets	<u>1,311</u>
5950000 TOTAL CONTRIBUTED CAPITAL	<u>129,755,926</u>
5999900 TOTAL EQUITY	<u>147,656,703</u>
<b>6000000 TOTAL LIABILITIES AND EQUITY</b>	<b><u>264,293,813</u></b>



**Budget Comparison (with PTD)**

Period = Jul 2022-Mar 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
<b>6999990 INCOME</b>				
<b>7000000 REVENUE</b>				
<b>7020000 TENANT REVENUE</b>				
7030000 Tenant Rental Revenue	3,307,348	3,257,093	50,255	1.54
7030030 Maintenance Charges	7,703	-	7,703	N/A
7030040 Late Charges	75	72	3	4.17
7030060 Tax Increment Payments from the City of Alameda (Capital and Operations)	2,165,233	2,165,233	-	-
7030100 Tenant HAP Subsidy	6,561,437	6,658,991	(97,554)	(1.47)
7030110 Vacancy Loss	(405,589)	(354,181)	(51,408)	14.51
7030120 Rent Free Unit	-	-	-	N/A
7030300 Commercial Rents (Prepaid Recognition Annual - Pass)	25,641	51,003	(25,362)	(49.73)
7040000 Other Tenant Revenue	76,308	37,701	38,607	102.40
<b>7050000 TOTAL TENANT REVENUE</b>	<b>11,738,156</b>	<b>11,815,912</b>	<b>(77,756)</b>	<b>(0.66)</b>
7060000 FEDERAL GRANTS				
7060060 Shelter Plus Care Revenue (Billed in Arrears - February and March Outstanding)	272,021	324,072	(52,051)	(16.06)
<b>7069000 TOTAL FEDERAL GRANTS</b>	<b>272,021</b>	<b>324,072</b>	<b>(52,051)</b>	<b>(16.06)</b>
7079000 OTHER GRANTS				
7080000 Other Government Grants (AUSD ROPS)	1,400,350	1,392,003	8,347	0.60
<b>7089000 TOTAL OTHER GRANTS</b>	<b>1,400,350</b>	<b>1,392,003</b>	<b>8,347</b>	<b>0.60</b>
7100000 OTHER INCOME				
7110010 Investment Income - Unrestricted (Budgeted Conservative Interest)	162,214	16,497	145,717	883.29
7110011 Interest Income (Budgeted Conservative Interest)	348,520	36,747	311,773	848.43
7110020 Interest on Equip. Reserve	1,917	72	1,845	2,562.24
7110060 Interest - Replacement Reserve	16,532	972	15,560	1,600.86
7110070 Other - Income	7,582	74,997	(67,415)	(89.89)
7110075 Laundry Commission	9,254	13,860	(4,606)	(33.23)
7110082 Land Fee/Ground Lease	213,667	52,497	161,170	307.01
7110092 Professional Service Revenue	628,358	625,851	2,507	0.40
7150030 Miscellaneous Other Revenue	3,168	-	3,168	N/A
7150070 Administrative Fee	5,337	-	5,337	N/A

**Budget Comparison (with PTD)**

Period = Jul 2022-Mar 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
<b>7159000 TOTAL OTHER INCOME</b>	<b>1,396,549</b>	<b>821,493</b>	<b>575,056</b>	<b>70.00</b>
8000000 HUD GRANT				
8010000 HUD Operating Grants (Not Maximum Lease Up)	26,108,210	28,635,732	(2,527,522)	(8.83)
8020000 Administrative Fees from HUD	1,828,716	1,876,887	(48,171)	(2.57)
8020050 Administrative Fee Earned	1,750	-	1,750	N/A
8020110 PORT-In Administrative Fees	20,716	-	20,716	N/A
8030000 Administrative Fees Paid (PORT-Outs)	16,528	-	16,528	N/A
8100102 EHV Placement Fee	600	-	600	N/A
8100103 EHV Services Fee	19,000	-	19,000	N/A
<b>8100120 TOTAL HUD GRANT</b>	<b>27,995,520</b>	<b>30,512,619</b>	<b>(2,517,099)</b>	<b>(8.25)</b>
<b>8999000 TOTAL REVENUE</b>	<b>42,802,596</b>	<b>44,866,099</b>	<b>(2,063,503)</b>	<b>(4.60)</b>
9000000 EXPENSES				
9000900 OPERATING EXPENSES				
9100000 ADMINISTRATIVE				
9110010 Administrative Salaries	3,629,091	4,629,975	1,000,884	21.62
9110020 Temporary Help - Administrative	194,564	231,661	37,096	16.01
9120000 Auditing Fees	44,891	41,252	(3,640)	(8.82)
9130000 Outside Management Fees	186,105	220,338	34,233	15.54
9150010 Admin Employee Benefits - Medical/Dental	581,913	1,083,074	501,161	46.27
9150020 Admin Employee Benefits - PERS/PARS	330,266	400,822	70,555	17.60
9150030 Admin Employee Benefits - FICA	52,129	66,578	14,449	21.70
9150040 Admin Employee Benefits - SUI	9,312	11,707	2,395	20.45
9150060 Admin Employee Benefits - Life/LTD	21,132	26,497	5,365	20.25
9150090 Admin Employee Benefit - WC	59,006	76,762	17,756	23.13
9160010 Office Supplies/Equipment	36,942	89,329	52,387	58.65
9160020 Expendable Administrative Equipment	150	-	(150)	N/A
9160030 Dues & Subscriptions Publications	4,502	747	(3,755)	(502.65)
9160040 Postage	10,525	3,074	(7,451)	(242.37)
9160050 Telephone	59,401	66,698	7,298	10.94
9160060 Bank Charges and Check Supplies	22,797	28,679	5,882	20.51
9160070 Commissioners Meeting Expense	1,385	-	(1,385)	N/A

### Budget Comparison (with PTD)

Period = Jul 2022-Mar 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9160080 Stationery Envelopes and Business Cards	1,171	747	(424)	(56.80)
9160090 Forms and Copies/Printing	22,233	9,357	(12,876)	(137.61)
9160100 Classified Ads and Public Notices/outreach material	75,483	73,432	(2,052)	(2.79)
9160110 Legal Expense	216,324	456,807	240,483	52.64
9160111 Payroll charge	8,460	23,698	15,238	64.30
9160113 Office Rent	95,082	72,225	(22,857)	(31.65)
9160114 Administrative Support	20,248	14,243	(6,005)	(42.17)
9160115 Organization Cost	351	1,949	1,598	81.99
9160120 Training/Conferences and Travel	26,673	99,489	72,816	73.19
9160130 Membership Dues and Fees	9,905	15,563	5,657	36.35
9160131 Taxes & Government Fees	17,790	140,830	123,040	87.37
9160160 Contracts - Accounting Services	16,065	88,703	72,638	81.89
9160170 Contracts - Administrative Services/Consultant	174,894	457,484	282,590	61.77
9160180 Contracts - Application Service Provider - Yardi	130,739	165,344	34,605	20.93
9160190 Contracts - Computer/Telephone Maintenance/Email	175,450	215,231	39,781	18.48
9160210 Contracts - Housing Program Services	10,908	2,437	(8,471)	(347.52)
9160220 Contracts - Human Resource Services	2,018	8,253	6,236	75.55
9160230 Contracts - Housing Inspection Services	46,409	74,999	28,591	38.12
9160260 Contracts - Office Machine Lease	11,045	29,999	18,955	63.18
9160270 Contracts - Web Hosting/Maintenance/Web Ads	17,692	56,510	38,818	68.69
9160290 Contracts - HR Recruitment	75,741	74,999	(742)	(0.99)
9160510 Association Dues	96,774	119,376	22,602	18.93
<b>9169000 TOTAL ADMINISTRATIVE</b>	<b>6,495,567</b>	<b>9,178,867</b>	<b>2,683,300</b>	<b>29.23</b>
9200000 TENANT/SOCIAL SERVICES/POLICE				
9210010 Tenant Services - Salaries	231,148	409,196	178,047	43.51
9210030 Police Services (Maximum \$210,000 per year - Ends 6/2023)	181,225	157,496	(23,730)	(15.07)
<b>9219000 TOTAL TENANT/SOCIAL SERVICES/POLICE</b>	<b>412,373</b>	<b>566,691</b>	<b>154,318</b>	<b>27.23</b>
9219990 RELOCATION				
9220000 Tenant-Relocation Costs	6,455	10,505	4,050	38.56
<b>9229000 TOTAL RELOCATION</b>	<b>6,455</b>	<b>10,505</b>	<b>4,050</b>	<b>38.56</b>
9230005 TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE				

**Budget Comparison (with PTD)**

Period = Jul 2022-Mar 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9230010 Tenant Svcs Employee Benefits - Medical/Dental	17,863	171,428	153,565	89.58
9230020 Tenant Svcs Employee Benefits - PERS/PARS	10,618	28,188	17,570	62.33
9230030 Tenant Svcs Employee Benefits - FICA	1,561	46,971	45,410	96.68
9230040 Tenant Svcs Employee Benefits - SUI	215	1,446	1,231	85.12
9230050 Tenant Svcs Employee Benefits - Life/LTD	464	1,483	1,019	68.74
9230071 Property Insurance	-	-	-	N/A
9230080 Tenant Svcs Employee Benefits - Other	6,136	8,511	2,375	27.91
9230090 Tenant Svcs Employee Benefit - WC	13,331	43,815	30,484	69.57
<b>9239000 TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE</b>	<b>50,188</b>	<b>301,841</b>	<b>251,653</b>	<b>83.37</b>
9240005 TENANT SERVICES				
9240010 Tenant/Social Services - Supplies	643	-	(643)	N/A
9240020 Tenant Service Activities - Contracts and O/S Services	200,969	208,067	7,098	3.41
9240030 Tenant/Social Services - Resident Participation	1,540	-	(1,540)	N/A
9240050 Tenant/Social Services - Other	1,584	-	(1,584)	N/A
<b>9249000 TOTAL TENANT SERVICES</b>	<b>204,736</b>	<b>208,067</b>	<b>3,332</b>	<b>1.60</b>
9300000 UTILITIES				
9310000 Water	232,012	226,513	(5,500)	(2.43)
9320000 Electricity	109,670	87,149	(22,521)	(25.84)
9330000 Gas	67,791	33,168	(34,623)	(104.39)
9380010 Sewer	185,010	147,041	(37,969)	(25.82)
9380020 Garbage	265,709	345,924	80,215	23.19
<b>9399000 TOTAL UTILITIES</b>	<b>860,193</b>	<b>839,794</b>	<b>(20,398)</b>	<b>(2.43)</b>
9399990 MAINTENANCE				
9400000 MAINTENANCE SALARIES				
9410010 Maintenance - Salaries	329,242	515,245	186,003	36.10
<b>9419000 TOTAL MAINTENANCE SALARIES</b>	<b>329,242</b>	<b>515,245</b>	<b>186,003</b>	<b>36.10</b>
9420005 MAINTENANCE MATERIALS				
9420010 Maintenance Materials	115,818	82,280	(33,538)	(40.76)
9420020 Vehicle - gasoline	8,143	1,913	(6,231)	(325.80)
9420030 Janitorials Supplies	5,976	1,980	(3,996)	(201.83)
<b>9429000 TOTAL MAINTENANCE MATERIALS</b>	<b>129,938</b>	<b>86,173</b>	<b>(43,765)</b>	<b>(50.79)</b>

**Budget Comparison (with PTD)**

Period = Jul 2022-Mar 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9429005 MAINTENANCE CONTRACTS				
9429015 Maintenance Contracts - Unit Turnaround	21,177	44,028	22,851	51.90
9429030 Maintenance Contracts - Tree Trimming	1,200	25,222	24,022	95.24
9429040 Maintenance Contracts - Cycle Painting	24,109	7,497	(16,612)	(221.59)
9429060 Maintenance Contracts - Floor Covering	42,864	43,500	636	1.46
9429100 Maintenance Contracts - Services	40,600	62,758	22,158	35.31
9430010 Maintenance Contracts - Painting	29,027	28,041	(986)	(3.52)
9430020 Maintenance Contracts - Plumbing	132,996	49,674	(83,322)	(167.74)
9430030 Maintenance Contracts - Landscape, Pool, Pond Maintenance	78,116	84,260	6,144	7.29
9430040 Maintenance Contracts - HVAC Maintenance	38,930	22,707	(16,223)	(71.45)
9430060 Maintenance Contracts - Elevator Maintenance	38,553	26,035	(12,518)	(48.08)
9430070 Maintenance Contracts - Extermination	47,063	36,822	(10,241)	(27.81)
9430080 Maintenance Contracts - Electrical Maintenance	14,145	25,250	11,104	43.98
9430090 Maintenance Contracts - Security and Nurse Call Systems	83,504	16,966	(66,538)	(392.19)
9430110 Maintenance Contracts - Gutter Cleaning Services	3,210	12,303	9,093	73.91
9430120 Maintenance Contracts - Flooring Replmt/Cleaning Srvc	3,101	-	(3,101)	N/A
9430130 Maintenance Contracts - Other	236,491	23,895	(212,596)	(889.71)
9430140 Maintenance Contracts - Vehicle Maintenance	9,721	4,994	(4,728)	(94.68)
9430150 Maintenance Contracts - Janitorial	106,328	127,033	20,705	16.30
<b>9439000 TOTAL MAINTENANCE CONTRACTS</b>	<b>951,137</b>	<b>640,984</b>	<b>(310,153)</b>	<b>(48.39)</b>
9450005 MAINTENANCE EMPLOYEE BENEFITS				
9450010 Maint Employee Benefits - Medical/Dental	72,296	97,351	25,056	25.74
9450020 Maint Employee Benefits - PERS/PARS	10,218	36,511	26,294	72.02
9450030 Maint Employee Benefits - FICA	18,703	4,570	(14,133)	(309.28)
9450040 Maint Employee Benefits - SUI	617	959	342	35.66
9450050 Maint Employee Benefits - Life/LTD	1,500	2,386	885	37.12
9450070 Maint Employee Benefits - Uniforms/Shoes	603	1,351	747	55.32
9450090 Maint Employer Benefits - Other	540	-	(540)	N/A
9450091 Maint Employee Benefit - WC	27,575	37,568	9,994	26.60
<b>9459000 TOTAL MAINTENANCE EMPLOYEE BENEFITS</b>	<b>132,052</b>	<b>180,697</b>	<b>48,644</b>	<b>26.92</b>
<b>9499000 TOTAL MAINTENANCE</b>	<b>1,542,369</b>	<b>1,423,098</b>	<b>(119,271)</b>	<b>(8.38)</b>

**Budget Comparison (with PTD)**

Period = Jul 2022-Mar 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9500000 GENERAL EXPENSES				
9500100 Interest Expense	817,013	817,013	-	-
9500160 Mortgage Financial Service Charge	432	-	(432)	N/A
9500200 Other Expense	33,864	-	(33,864)	N/A
9500210 Office Rent Expenses	3,402	-	(3,402)	N/A
9500300 Claim's Settlement Cost	(2,193)	-	2,193	N/A
9520000 Protective Services - Contract Costs	-	5,895	5,895	100.00
9610010 Insurance - Workers Compensation	7,626	20,682	13,056	63.13
9610020 Insurance - Liability	10,305	25,570	15,265	59.70
9610030 Insurance - Property	323,464	381,369	57,905	15.18
9610040 Insurance - Vehicle	2,968	2,229	(739)	(33.15)
9610060 Insurance - Other	55,314	53,688	(1,626)	(3.03)
9620010 Other General Expenses	13,163	18,185	5,022	27.62
9640010 Bad Debt - Tenant A/R	11,337	-	(11,337)	N/A
<b>9698000 TOTAL GENERAL EXPENSES</b>	<b>1,276,696</b>	<b>1,324,631</b>	<b>47,935</b>	<b>3.62</b>
<b>9699000 TOTAL OPERATING EXPENSES</b>	<b>10,848,576</b>	<b>13,853,495</b>	<b>3,004,919</b>	<b>21.69</b>
9700000 MOD REHAB AND SPC EXPENSES				
9700570 Rent to Owners - Bessie Coleman	139,359	139,359	-	-
9700800 PORT-In (A/R Billings)	(469,177)	-	469,177	N/A
<b>9700900 TOTAL MOD REHAB AND SPC EXPENSES</b>	<b>(329,818)</b>	<b>139,359</b>	<b>469,177</b>	<b>336.67</b>
9710000 EXTRAORDINARY EXPENSES				
9710090 Pre-development Cost	-	74,997	74,997	100.00
9713001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
<b>9719000 TOTAL EXTRAORDINARY EXPENSES</b>	<b>-</b>	<b>74,997</b>	<b>74,997</b>	<b>100.00</b>
9730001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9730010 Housing Assistance Payments - Landlords	26,768,252	28,527,198	1,758,946	6.17
9730020 Housing Assistance Payments - FSS	50,214	62,253	12,039	19.34
9730070 Utility Allowance to Tenants	38,228	231,003	192,775	83.45
<b>9739000 TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)</b>	<b>26,856,694</b>	<b>28,820,454</b>	<b>1,963,760</b>	<b>6.81</b>
9739500 OTHER EXPENSES				
9740000 Depreciation Expense	1,275,006	1,275,006	-	-

**Budget Comparison (with PTD)**

Period = Jul 2022-Mar 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9850002 EHV - Placement/Issuance Reporting Fee Expenses	736	-	(736)	N/A
9850005 EHV - Services Fee - Owner Incentive	12,000	-	(12,000)	N/A
9850006 EHV - Services Fee - Other Expenses	7,000	-	(7,000)	N/A
9850007 EHV-Ongoing Administrative Fee Expenses	24,453	-	(24,453)	N/A
9859999 TOTAL OTHER EXPENSES	1,319,195	1,275,006	(44,189)	(3.47)
9990000 OTHER FINANCING				
9996000 TOTAL EXPENSES	38,694,648	44,163,311	5,468,663	12.38
<b>9998000 NET INCOME</b>	<b>4,107,949</b>	<b>702,788</b>	<b>3,405,160</b>	<b>484.52</b>
ADD: Depreciation Expense	1,275,006	1,275,006	-	-
LESS: Must Pay Mortgage Principal	(885,499)	(885,499)	-	-
LESS: Independence Balconies Paid By Tax Increment Financing (Board Approved Changes for PTD Actuals)	(1,712,785)	(890,232)	822,553	(92.40)
<b>CASH FLOW</b>	<b>2,784,671</b>	<b>202,064</b>	<b>2,582,607</b>	<b>1,278.12</b>



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Janet Lee, Controller

Date: May 17, 2023

Re: Accept the Quarterly Investment Report for Period Ending March 31, 2023.

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**BACKGROUND**

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

**DISCUSSION**

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

**FISCAL IMPACT**

As of March 31, 2023, AHA held **\$11,800,352** in Local Agency Investment Fund (**LAIF**). These funds are on demand and can be used for immediate needs. The prior quarter balance was \$11,739,028. Interest is posted quarterly to the account by LAIF and the 3 months of interest from January through March 2023 earned will be presented in the April 2023 LAIF statement.

As of March 31, 2023, AHA held **\$13,874,744** in the California Asset Management Program (**CAMP**). These funds are on demand and can be used for immediate needs. The prior quarter balance was \$13,715,683. Interest is posted monthly to the account by CAMP.

As of March 31, 2023, ICD held **\$14** in **CAMP**. These funds are on demand and can be used for immediate needs. The prior quarter balance was \$14. Interest is posted monthly to the account by CAMP.

**AHA Balances as of March 31, 2023: (LAIF \$11,800,352, CAMP \$13,874,744 = Total**





\$25,675,096)

**ICD Balances as of March 31, 2023: (CAMP \$14)**

The key changes in the balance for the period ending March 31, 2023 are:

<b>Activity</b>	<b>AHA-LAIF</b>	<b>AHA-CAMP</b>	<b>ICD-CAMP</b>
<b>Beg. Balance - December 31, 2022</b>	\$11,739,028	\$13,715,683	\$14
Interest Income	\$61,324	\$159,061	-
Deposits	-	-	-
<b>Ending Balance - March 31, 2023</b>	<b>\$11,800,352</b>	<b>\$13,874,744</b>	<b>\$14</b>

The Housing Authority's ordinary expenditure requirements for the next six months are more than sufficiently covered by two sources, namely: (1) anticipated revenues, grants, and subsidies, and (2) liquidity of current investments. All investment actions executed since the last report have been made in full compliance with the Investment Policy. The revised Investment Policy was approved by the Board of Commissioners in January 2023. The Executive Director will maintain a complete and timely record of all investment transactions.

**CEQA**

N/A

**RECOMMENDATION**

It is recommended that the Board of Commissioners Accept the Quarterly Investment Report for Period ending March 31, 2023.

**ATTACHMENTS**

1. LAIF Statement for the quarter ending March 31, 2023 - AHA
2. CAMP statement for month ending March 31, 2023 - AHA
3. CAMP Statement for month ending March 31, 2023 - ICD

Respectfully submitted,



Janet Lee, Controller

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

April 03, 2023

LAIF Home  
PMIA Average Monthly  
Yields

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ALAMEDA HOUSING AUTHORITY

EXECUTIVE DIRECTOR  
701 ATLANTIC AVENUE  
ALAMEDA, CA 94501

Tran Type Definitions

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**Account Number:**

March 2023 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	11,800,352.39
Total Withdrawal:	0.00	Ending Balance:	11,800,352.39



Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

**ACCOUNT STATEMENT**  
For the Month Ending  
**March 31, 2023**

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

**Client Management Team**

**Monique Spyke**  
Managing Director  
1 California Street Ste. 1000  
San Francisco, CA 94111-5411  
415-393-7270  
spykem@pfmam.com

**Rachael Miller**  
Client Consultant  
213 Market Street  
Harrisburg, PA 17101-2141  
1-800-729-7665  
millerr@pfmam.com

**Contents**

- Cover/Disclosures
- Summary Statement
- Individual Accounts

**Accounts included in Statement**

Housing Authority of the City of Alameda (AHA)

**Important Messages**

CAMP will be closed on 04/07/2023 for Good Friday.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA (AHA)  
VANESSA COOPER  
701 ATLANTIC AVENUE  
ALAMEDA, CA 94501

**Online Access**    [www.camponline.com](http://www.camponline.com)

**Customer Service**    1-800-729-7665



## Important Disclosures

### Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFMAM") is an investment adviser registered with the U.S. Securities and Exchange Commission and a subsidiary of U.S. Bancorp Asset Management, Inc. ("USBAM"). USBAM is a subsidiary of U.S. Bank National Association ("U.S. Bank"). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM maintains a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

**Proxy Voting** PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

**Questions About an Account** PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

**Account Control** PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

**Market Value** Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated.

Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

**Amortized Cost** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

**Tax Reporting** Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

**Financial Situation** In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

**Callable Securities** Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

**Portfolio** The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

**Rating** Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are marketed through representatives of PFMAM's affiliate, PFM Fund Distributors, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

#### Key Terms and Definitions

*Dividends* on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

*Current Yield* is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

*Average maturity* represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

*Monthly distribution yield* represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

*YTM at Cost* The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

*YTM at Market* The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis. *Managed Account A* portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian. *Unsettled Trade A* trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management LLC  
Attn: Service Operations  
213 Market Street  
Harrisburg, PA 17101

**NOT FDIC INSURED      NO BANK GUARANTEE      MAY LOSE VALUE**



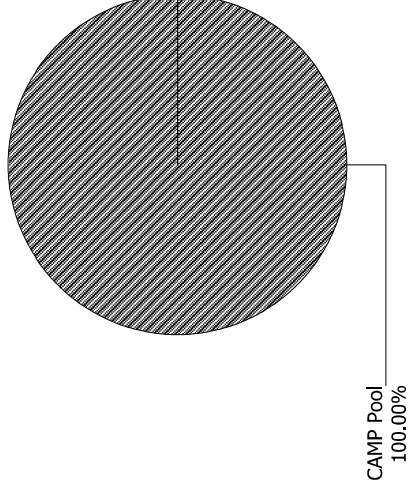
**Account Statement - Transaction Summary**

For the Month Ending **March 31, 2023**

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

<b>CAMP Pool</b>	
Opening Market Value	13,818,438.66
Purchases	56,305.22
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$13,874,743.88</b>
Cash Dividends and Income	56,305.22

<b>Asset Summary</b>		
	<b>March 31, 2023</b>	<b>February 28, 2023</b>
<b>CAMP Pool</b>	13,874,743.88	13,818,438.66
<b>Total</b>	<b>\$13,874,743.88</b>	<b>\$13,818,438.66</b>
<b>Asset Allocation</b>		





## Account Statement

For the Month Ending **March 31, 2023**

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>13,818,438.66</b>
03/31/23	04/03/23	Accrual Income Div Reinvestment - Distributions	1.00	56,305.22	13,874,743.88
<b>Closing Balance</b>					<b>13,874,743.88</b>

<b>Opening Balance</b>	13,818,438.66	<b>Month of March</b>	9,028,861.27	<b>Closing Balance</b>	13,874,743.88
<b>Purchases</b>	56,305.22		4,845,882.61	<b>Average Monthly Balance</b>	13,820,254.96
<b>Redemptions (Excl. Checks)</b>	0.00		0.00	<b>Monthly Distribution Yield</b>	4.80%
<b>Check Disbursements</b>	0.00		0.00		

<b>Closing Balance</b>	<b>13,874,743.88</b>	<b>Fiscal YTD July-March</b>	<b>13,874,743.88</b>
<b>Cash Dividends and Income</b>	56,305.22		345,882.61



Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

## Island City Development

## ACCOUNT STATEMENT

For the Month Ending  
**March 31, 2023**

### Client Management Team

**Jeremy King**  
Key Account Manager  
213 Market Street  
Harrisburg, PA 17101-2141  
717-232-2723  
kingj@pfmam.com

**Rachael Miller**  
Client Consultant  
213 Market Street  
Harrisburg, PA 17101-2141  
1-855-678-5447 (1-855-OST-LGIP)  
millerr@pfmam.com

### Contents

Cover/Disclosures  
Summary Statement  
Individual Accounts

### Accounts included in Statement

Island City Development

### Important Messages

CAMP will be closed on 04/07/2023 for Good Friday.

ISLAND CITY DEVELOPMENT  
VANESSA COOPER  
701 ATLANTIC AVENUE  
ALAMEDA, CA 94501

**Online Access**    [www.camponline.com](http://www.camponline.com)

**Customer Service**    1-800-729-7665





## Important Disclosures

### Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFMAM") is an investment adviser registered with the U.S. Securities and Exchange Commission and a subsidiary of U.S. Bancorp Asset Management, Inc. ("USBAM"). USBAM is a subsidiary of U.S. Bank National Association ("U.S. Bank"). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM maintains a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

**Proxy Voting** PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

**Questions About an Account** PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

**Account Control** PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

**Market Value** Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated.

Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

**Amortized Cost** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

**Tax Reporting** Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

**Financial Situation** In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

**Callable Securities** Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

**Portfolio** The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

**Rating Information** provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are marketed through representatives of PFMAM's affiliate, PFM Fund Distributors, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

#### Key Terms and Definitions

*Dividends* on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

*Current Yield* is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

*Average maturity* represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

*Monthly distribution yield* represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

*YTM at Cost* The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

*YTM at Market* The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis. *Managed Account A* portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian. *Unsettled Trade A* trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management LLC

Attn: Service Operations

213 Market Street

Harrisburg, PA 17101

**NOT FDIC INSURED      NO BANK GUARANTEE      MAY LOSE VALUE**





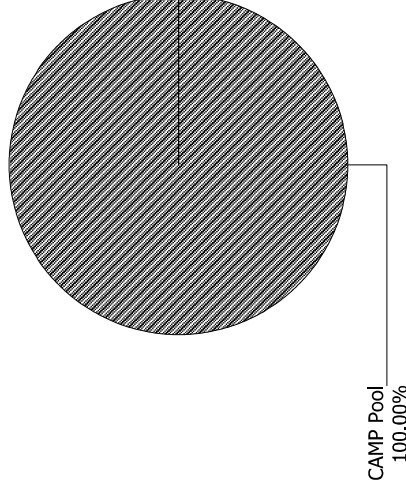
**Account Statement - Transaction Summary**

For the Month Ending **March 31, 2023**

Island City Development - Island City Development

<b>CAMP Pool</b>	
Opening Market Value	14.12
Purchases	0.06
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$14.18</b>
Cash Dividends and Income	0.06

<b>Asset Summary</b>		
	<b>March 31, 2023</b>	<b>February 28, 2023</b>
<b>CAMP Pool</b>	14.18	14.12
<b>Total</b>	<b>\$14.18</b>	<b>\$14.12</b>
<b>Asset Allocation</b>		





**Account Statement**

For the Month Ending **March 31, 2023**

Island City Development - Island City Development

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>14.12</b>
03/31/23	04/03/23	Accrual Income Div Reinvestment - Distributions	1.00	0.06	14.18

	Month of March	Fiscal YTD January-March	
<b>Closing Balance</b>			<b>14.18</b>
Opening Balance	14.12	14.02	Closing Balance
Purchases	0.06	0.16	Average Monthly Balance
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield
Check Disbursements	0.00	0.00	4.80%

<b>Closing Balance</b>	<b>14.18</b>	<b>14.18</b>
Cash Dividends and Income	0.06	0.16

To: Honorable Chair and Members of the Board of Commissioners

From: Gregory Kats, Director of Administrative Services

Date: May 17, 2023

Re: Authorize the Executive Director or designee to negotiate and execute a 3-year contract with Techordia, LLC for IT services in an annual amount not to exceed \$250,000.

---

### **BACKGROUND**

In September 2020, the Board of Commissioners approved the agreement for Technology Consulting (IT) Services, and the Housing Authority of the City of Alameda (AHA) entered into a three-year agreement with Techordia, LLC for provision of these IT services. The total compensation under the agreement was a not to exceed amount of \$800,000. The current contract is set to expire on September 30, 2023. Per AHA's procurement process, an RFP was issued for Technology Consulting (IT) Services. As with any contract costing \$250,000 or more, this new contract must receive Board approval.

### **DISCUSSION**

With the current contract with Techordia, LLC expiring and a desire to increase the pool of qualified consultants, staff issued an RFP on February 13, 2023, to identify the best-suited firm to provide technology services. On March 31, 2023, AHA received proposals from two firms. The two firms were Techordia, LLC and Precision IT Consulting. The applications were reviewed based on experience, approach to the project, quality of services and the price proposal. The evaluation committee reviewed the proposals and determined the firms to have satisfactorily met the RFP requirements. Both firms were invited to an interview with the evaluation committee in early May of 2023 to discuss their approach to the project, relevant experience, and any clarifying questions the committee still had after reviewing the proposals. Based on the evaluation of the proposals and the subsequent interviews, staff awarded the technology services contract to Techordia, LLC in an amount not to exceed \$250,000 (hardware and software purchases not included).

The proposal from Techordia, LLC is set at a monthly fixed fee of \$17,150 per month. This includes software systems for anti-virus, network monitoring, and remote helpdesk support. An annual amount of \$250,000 is projected to be a sufficient amount to cover a



period of five (5) years, which includes the three-year initial contract and two one-year additional extensions.

**FISCAL IMPACT**

There is no anticipated adverse financial impact as these services are included in the annual budget.

**CEQA**

Not applicable.

**RECOMMENDATION**

Authorize the Executive Director or designee to negotiate and execute a 3-year contract with Techordia, LLC for IT services in an annual amount not to exceed \$250,000.

**ATTACHMENTS**

1. Techordia LLC- Consultant Services Agreement Draft

Respectfully submitted,  
Gregory Kats, Director of Administrative Services

## CONSULTANT SERVICES CONTRACT

**THIS CONSULTANT SERVICES CONTRACT** ("Agreement"), entered into this 9th day of May, 2023 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and TECHORDIA, LLC, a California corporation, whose address is 883 Island Drive Suite 212, Alameda CA 94502, (hereinafter referred to as "Consultant"), is made with reference to the following:

### **RECITALS:**

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

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

C. AHA has determined that it requires professional services for technology related services.

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

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

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

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

1. **TERM.**

The term of this Agreement shall commence on October 1, 2023 and end on September 30, 2026 unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

2. **SERVICES TO BE PERFORMED.**

2.1 Consultant shall provide the following services to AHA, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by

this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.

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

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

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

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

### 3. **COMPENSATION TO CONSULTANT.**

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by AHA. For

this Agreement, invoices can be submitted by email to primary contact (below) with a copy to [accountspayable@alamedahsg.org](mailto:accountspayable@alamedahsg.org) or on the AHA's vendor portal.

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501-2161

ATTN: Wilson Lee

(510) 779 - 3060

Email: [Wilson.lee@techordia.com](mailto:Wilson.lee@techordia.com)

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

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

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

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

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

5. **INSPECTION OF SERVICES.**

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

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

**6. TIME IS OF THE ESSENCE.**

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

**7. INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. There shall be no employer-employee relationship between the parties; and Consultant shall hold AHA harmless from any and all claims that may be made against AHA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that Consultant in the performance of this Agreement is subject to the control or direction of AHA merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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

**8. IMMIGRATION REFORM AND CONTROL ACT (IRCA).**

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

**9. NON-DISCRIMINATION.**

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the



California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

#### 10. **INDEMNIFICATION/HOLD HARMLESS.**

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

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

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

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

#### 11. **INSURANCE.**

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

with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Appendix C.

A. **WAIVER OF SUBROGATION:**

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

B. **FAILURE TO SECURE:**

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

C. **SUFFICIENCY OF INSURANCE:**

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

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

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

12. **CONFLICT OF INTEREST.**

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

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

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

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

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

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

**13. PROHIBITION AGAINST ASSIGNMENTS.**

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

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

**14. SUBCONTRACTOR APPROVAL.**

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

**15. PERMITS AND LICENSES.**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code.

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

16. **REPORTS.**

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

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

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

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

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

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

17. **RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AHA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of five (5) years after receipt of final payment.

18. **NOTICES.**

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

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

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

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

Housing Authority of City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501  
Attention: Gregory Kats  
Email: [gkats@alamedahsg.org](mailto:gkats@alamedahsg.org)

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

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

20. **TERMINATION.**

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

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

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

20.3 Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.

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

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

## 21. **FORCE MAJEURE.**

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

## 22. **COMPLIANCES.**

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

23. **GOVERNING LAW; SEVERABILITY.**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NONCONFORMING PAYMENTS.**

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

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and AHA regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by Consultant relating to AHA clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AHA information or data which is not subject to public disclosure; AHA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement,

and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

**28.2. Nondisclosure and Nonuse Obligation.** Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.

**28.3. Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

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

**29. WAIVER.**

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

**30. CAPTIONS.**



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

31. **ADMINISTRATION.**

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

32. **GENERAL.**

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

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

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

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

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

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

33. **ADDITIONAL FEDERAL REQUIREMENTS.**

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

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant

shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

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

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

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

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

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

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

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

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

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

35. **ENTIRE AGREEMENT.**

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

36. **AUTHORITY TO SIGN.**

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

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

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants

- iv. Exhibit D – Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

**"CONSULTANT"**

**"AHA"**

**TECHORDIA, LLC,** a California corporation

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

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

Name: Wilson Lee

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

Its: \_\_\_\_\_

## **EXHIBIT A** **SCOPE OF SERVICES**

### **Techordia will provide the following for managed services support:**

- Support Specialist – Client lead liaison to provide daily support for the client.
- Director of Operations – Oversees overall operation and higher-level support with IT Consultant
- CTO – Oversee general operational guidance and provide higher expertise support with Director of Operations.
- Techordia Team – Provide overflow support as needed.

### **Managed Services**

#### **• Technical Audits and Asset Inventory**

- Evaluate, audit, and report managed services computers for performance and industry standard security issues.
- Document managed services computers' hardware and software.

#### **• Backup Administration & Monitor (User Computers)**

- Techordia will use our best effort to support the existing backup solution for up to **6 months**, while your TAM works with you to implement a backup solution that is in line with Techordia's best practices. If the client chooses to use an alternative backup product beyond 6 months, it will only be supported on a Time & Material basis and will not be included under the scope of this agreement. Under no circumstance can Techordia assure or guarantee the functionality of a third party backup product. The goal of Techordia backup standards is to decrease the frequency of failure and increase the odds of successful recovery when needed.

#### **• Managed Anti-Virus and Security**

- Anti-virus software included on supported managed services computers.

#### **• Microsoft Patch Management (Windows Computers)**

- Configure Windows computers to report to Techordia's patching server for patch management and schedule for Windows updates installation.

#### **• Scheduled Machine Remote Maintenance**

- Managed services computers will be scheduled for software updates and maintenance.

#### **• User Account Administration**

- Prepare computer for user addition (new hire) and deletion (user termination).
- New hire set-up requires 3 business days advanced notification. Expedited new hire setup is at least a 3 hour Time and Material billable fee.

#### **• Annual Technology Plan**

- Review and discuss technology, security, and policy roadmap up to two times per year.

#### **• Business Continuity Planning**

- Discuss business continuity planning up to two times per year.

#### **• 24x7 Support**

- Server, network, and helpdesk support during Techordia's business hours and after hours.
- Techordia will provide best effort support for business specific software applications, cloud services, and phone systems.
- Perform upgrade to managed services computers' RAM (memory) and Hard Drive/Solid State Drive.
- Techordia performing administration, maintenance, and support beyond first level for business specific software applications, servers, vendor services, cloud services, and

phone systems will be billed at Time and Material hourly rates.

- **Computer Refresh**

- Computer refresh refers to a process of improving the performance of a computer by performing one or all the tasks listed below.
  - Operating system (OS) re-installation. A valid OS product key is required.
  - Application re-installation.
  - Hardware additions and replacements such as memory and SSD.
  - New computer order purchased from Techordia.
- Business and Enterprise plans qualify for Computer Refresh for existing “documented” computers at the time of contract signing and computers purchased through Techordia.

**Helpdesk support examples:**

- Helping end-users with their computer challenges
- Internet connectivity interruption
- LAN and WAN connectivity interruption
- First level application support
- How to questions
- Error messages
- Spam and other email problems
- Pop-ups & spyware
- Printing problems
- Microsoft Office questions
- Personal computer system/ laptop issues
- Mobile device problems (will not synchronize, stopped working, etc.)
- Remote connectivity issue (trouble with VPN, terminal service, etc.)

**Response Time**

- To respond to all inbound telephone calls holding in the Techordia Support queue usually within 5 minutes, during our hours of operation.
- To respond to all email or voicemail within 15 minutes, during our hours of operation.
- To respond to after-hours support calls within four hours.



**EXHIBIT B**  
**FEE SCHEDULE**

**Managed Services “Fixed Fee”**

Techoridia calculates the fixed monthly fee at the beginning of each month based on the number of users under management services in arrears (as determined via the client’s directory, such as Microsoft Active Directory) or client support ticket, email, or telephone for user additions and deletions.

- Includes anti-virus software for up to two computers per user using Webroot SecureAnywhere
  - AHA currently pays \$1,859.65 annually (~\$154.97/month)
- Includes server and network monitoring using ConnectWise Automate
  - AHA currently pays \$645.00/month
- Includes desktop monitoring using ConnectWise RMM
- 5% annual rate increase

**Managed Services Cost**

Service	Pricing	Notes	Total
Users	\$150.00/mo per user	Per User	\$6,750.00
Vendor Services	\$50.00/mo	Per 10 Users (ie 60 users is 6 units, 61 users is 7 units)	\$1,550.00
Physical Server	\$750.00/mo		\$2,250.00
Virtual Server	\$750.00/mo		\$4,500.00
Firewall	\$150.00/mo		\$600.00
Network	\$50.00/mo		\$1,500.00

**Managed Services Unit Cost**

Location	Item	Description	Users	Vendor	Physical	Virtual	Firewall	Network
HQ	Users	Employees	45					
	Vendor services	AT&T Voice		1				
		JumpCloud	JumpCloud for RADIUS VPN MFA		4			
		Microsoft 365	Microsoft 365		5			
		RingCentral	RingCentral VoIP		5			
		T-Mobile	T-Mobile Mobile Service		5			
		Zik	Zik Email Encryption		5			
		Zix File Share	Zix File Share		3			
		AHALF1	LaserFiche Server			1		
		AHAFILE1	File Server			1		
		AHADCC1	Domain Controller			1		
		AHADCC2	Domain Controller			1		
		AHASMTIP1	SMTP Relay Servers			1		
		AHAWEB1	Web Server			1		
		AHAESX11	VMware ESXi Host Server			1		
		AHAESX12	VMware ESXi Host Server			1		
		AHAVC1	VMware vCenter Server					1
		AHAPCM61	APC PowerChute Network Shutdown Server					1
		APCUPS1	APC Smart-UPS X3000					1
		APCUPS2	APC Smart-UPS 1400					1
	APCUPS3	Tripp Lite SmartOnline (SU2200RTXL3Ua)					1	
	AHASWA1	Ubiquiti UniFi Switch 48 500W POE					1	
	AHASWA2	Ubiquiti UniFi Switch 48 500W POE					1	
	AHASWA3	Ubiquiti UniFi Switch 8 60W POE (Vanessa Cooper)					1	
	AHAVMSW1	Dell PowerConnect 6224 Switch					1	
	AHANAS1	Synology 162-J1 NAS					1	
	AHASANI1	Dell EMC VNXe1600			1			
	AHAAP1	Ubiquiti UniFi AP AC Pro					1	
	AHAAP2	Ubiquiti UniFi AP AC Pro					1	
	AHAAP3	Ubiquiti UniFi AP AC Pro					1	
	AHACK1	Ubiquiti UniFi Cloud Key G2 Plus				1		
	SonicWall TZ400	SonicWall TZ400					1	
	AHAIPKVM1	Tripp Lite NetDirector B022-L08-1P					1	
	AHADOU1	Digital Loggers Ethernet Power Controller 6					1	
	AHADOU2	Digital Loggers Ethernet Power Controller 6					1	
	AHASWV1 (top)	Dell Networking N4032F					1	
	AHASWV1 (Bottom)	Dell Networking N4032F					1	
	Arlo Security Camera System	Arlo Security Camera System					1	
SSC	SonicWall TZ400	SonicWall TZ400					1	
	Arlo Security Camera System	Arlo Security Camera System						1
	SSCAP1	Ubiquiti UniFi AP AC Pro					1	
	SSCAP2	Ubiquiti UniFi AP AC Pro					1	
	SSCAP3	Ubiquiti UniFi BeaconHD					1	
	SSCPDU1	Digital Loggers Web Power Switch Pro v9					1	
	SSCSWA1	Ubiquiti UniFi Switch 8 60W POE					1	
	SonicWall TZ390	SonicWall TZ 310					1	
	EGL-SWA1	Ubiquiti UniFi Switch 8 Lite PoE					1	
	ABD	SonicWall SOHO	SonicWall SOHO				1	
	ABDSWA1	Ubiquiti UniFi Switch 8 60W POE					1	
	ABDAP1	Ubiquiti UniFi AP AC Pro					1	
	ABDAP2	Ubiquiti UniFi AP AC Pro					1	
			45	31	3	6	4	30
			\$1,500.00	\$1,550.00	\$7,500.00	\$4,500.00	\$1,500.00	\$5,000.00
			\$6,750.00	\$1,550.00	\$2,250.00	\$4,500.00	\$600.00	\$1,500.00
			Total Units					
			Monthly Unit Cost					
			Monthly Category Cost					
								Monthly Total
								\$17,150.00

**Managed Services Monthly = \$17,150.00**

**Guidelines and Limitations**

Some support and services are not covered under managed services.

**Billable work can include:**

- Discovery and development of project estimates.
- Time to specify parts not purchased through us.
- Meetings, planning, and equipment relocation, deinstallation and installation for office relocation.
- Labor for projects not included as part of “Managed Services.”
- Upgrades to IT infrastructure not related to daily server or server application maintenance or end user support.
- Major server software upgrades.
- Home visits and home systems.
- Travel cost over 35 miles from Techordia’s office at 1/2 onsite support hourly rates.

**Time and Materials Hourly Rates**

**Business Hours**

Remote Support - \$150.00/hr

Onsite Support - \$175.00/hr

**After Hours**

Remote Support - \$175.00/hr

Onsite Support - \$200.00/hr

**Support Request Submissions**

User are encouraged to submit requests to Techordia’s ticketing system. Users may also contact Techordia’s support phone line.

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

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

#### **OTHER INSURANCE REQUIREMENTS:**

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

- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed

by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

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

**EXHIBIT D**  
**FORM HUD-5370-C (01/2014)**  
**GENERAL CONDITIONS FOR NON-CONSTRUCTION**  
**CONTRACTS**

HUD-5369-A - [https://www.hud.gov/sites/documents/DOC\\_12587.PDF](https://www.hud.gov/sites/documents/DOC_12587.PDF)

**(SEE LINKS ABOVE)**



Housing Authority  
of the  
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Relations Manager

Date: May 17, 2023

Re: Accept a report of the Emergency Housing Voucher (EHV) Program.

**BACKGROUND**

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this memo as “the ARPA”) into law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses. Section 3202 of the ARPA appropriates \$5 billion for new incremental Emergency Housing Vouchers (EHVs), the renewal of those EHV’s, and fees for the cost of administering the EHV’s and other eligible expenses defined by notice to prevent, prepare, and respond to the COVID-19 pandemic to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners. Under PIH Notice 2021-15, in May 2021, the Department of Housing and Urban Development (HUD) allocated 70,000 EHV’s to public housing authorities and issued guidance on the administration of these EHV’s. On May 10, 2021, HUD notified the Housing Authority of the City of Alameda (AHA) of its allocation of 57 EHV’s and Vanessa Cooper, Executive Director, indicated to HUD an acceptance of the 57 EHV’s on May 13, 2021. This acceptance resulted in the issuance of the budget authority and administrative fees to support 57 EHV’s on July 1, 2021.

**DISCUSSION**

The AHA received 57 vouchers and has received at least one referral for every voucher. Of the 57 vouchers, six (6) were designed for victims of Domestic Violence and five (5) were designed for the Transition Aged Youth (TAY) Category. The other 45 were for homeless families.

CATEGORY	TOTAL
Domestic Violence Leased	6
Transition Aged Youth (TAY) Leased	3





Other EHV Leased in City of Alameda	23
Other EHV Leased Using Portability	9
EHV Absorbed from other PHA	9
Total Leased under all Categories	50

<b>CATEGORY</b>	<b>TOTAL</b>
Transition Aged Youth (TAY) Issued Voucher	1
Other EHV Voucher issued and looking in City of Alameda	3
Other EHV Voucher issued and using Portability	7
Total with Voucher	11

AHA is still meeting with the County to discuss the referral and lease-ups regularly.

**FISCAL IMPACT**

HUD has provided additional funds for the subsidy, services and administrative work to issue and lease up these vouchers.

**CEQA**

Not applicable

**RECOMMENDATION**

Accept a report of the Emergency Housing Voucher (EHV) Program.

**ATTACHMENTS**

None

Respectfully submitted,

**Josh Altieri**

Joshua Altieri, Community Relations Manager



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: May 17, 2023

Re: Approve changes in contract with the Executive Director.

---

**BACKGROUND**

The Board reviewed the Executive Director's performance in September 2022 and found it to be satisfactory. Goals for the 2022-23 period were also set.

**DISCUSSION**

The Board is asked to approve the following changes to the 2014 contract with the Executive Director.

- A 5% pay increase for the Executive Director to Step 2 of the approved Schedule of Authorized Positions (see separate budget memo) and to pay this retroactively to October 1, 2022.
- Carry forward, if needed, up to 75 hours of accrued Executive Leave from the current deadline of September 30, 2023 to December 31, 2023.
- Carry forward, if needed, any unused training allowance from FY2022-23 to December 31, 2023.

**FISCAL IMPACT**

These costs have been budgeted for in the 2022-23 budget.

**CEQA**

N/A

**RECOMMENDATION**

Approve changes in contract with the Executive Director.

**ATTACHMENTS**

None



Respectfully submitted,

A handwritten signature in blue ink that reads "Vanessa Cooper". The signature is written in a cursive style.

Vanessa Cooper, Executive Director



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: May 17, 2023

Re: Authorize the Executive Director or Designee to take steps necessary to facilitate the purchase of Shinsei Gardens including but not limited to notifying the limited partner of the intent to exercise the option to purchase the limited partnership, conducting due diligence on the property and negotiating an operating agreement for up to 5 years with Resources for Community Development.

---

### **BACKGROUND**

Shinsei Gardens is a 39-unit housing development for families, owned by Shinsei Gardens Apartments, L.P. (Partnership). Resources for Community Development (RCD) is the developer and RCD's affiliate is the Managing General Partner (0.009% ownership). National Equity Fund (NEF) is the Limited Partner (99.990% ownership), and Operation Dignity (affiliated entity to RCD) is the Special Limited Partner (0.001% ownership) and also the resident services provider. Property Management is contracted to the John Stewart Company.

The project was financed with California Tax Credit Allocation Committee Low Income Housing Tax Credit Program (LIHTC), California Municipal Finance Authority Housing Revenue Bonds, California Department of Housing and Community Development Multifamily Housing Program (CHCD MHP), Community Improvement Commission of the City of Alameda (now dissolved and succeeded by the Housing Authority of the City of Alameda (AHA)), City of Alameda HOME Program, and County of Alameda HOME Program. The project was placed in service in September 2009 (Year 1 of the compliance period). AHA also owns the land and holds the ground lease for 75 years (2006-2081).

AHA was granted a purchase option and a right of first refusal by the Partnership pursuant to a Purchase Option and Right of First Refusal Agreement dated as of May 30, 2008 (Agreement).

### **DISCUSSION**



Staff proposes to negotiate the purchase of Shinsei Gardens with the General Partner (GP), Limited Partner (LP) and other lenders and partners. As part of these activities, staff will conduct due diligence on the property and negotiate an operating agreement for up to 5 years with the GP, Resources for Community Development. The goal is to allow smooth and swift processing with the investor partner. The proposed steps are as follows:

- By June 30 2023, AHA would inform NEF of the desire to purchase the LP interest at a nominal cost. This purchase would be complete by June 30, 2024. AHA or its affiliate would create a new LP or LLC to assume this role.
- By June 1, 2023, AHA and RCD start negotiation of an operating agreement to result in RCD remaining as the GP and/or asset manager for up to 5 years. The negotiation would include discussion of the asset management role, development of a capital improvement plan, negotiation of the incentive management fee and the right for AHA or an affiliate to exercise final purchase of the GP's interest for a nominal price with 180-360 days written notice (Acquisition and Operation Agreement).
- By June 1, 2023, AHA will contact the special limited partner to discuss options.
- By July 1 2023, AHA will commence its due diligence activities, including a full site visit and 100% unit inspection.
- By September 1, 2023, enter into Acquisition and Operating Agreement with RCD implementing GP interest acquisition and governing future operations.
- By June 30, 2024, AHA or an affiliate acquires the LP interest from NEF.
- Between June 30, 2024 and June 30, 2029, AHA to exercise and complete the final purchase of the GP interest and own the property 100%.

AHA has met once with RCD staff, and will continue to meet after the May 2023 Board meeting. Staff is also prepared to engage consultants for financial and legal review, and to initiate conversations with the investor and lenders.

### **FISCAL IMPACT**

Staff expects the cost of due diligence to be less than \$200,000 for legal and financial consulting, studies and reports.

### **CEQA**

Not Applicable

### **RECOMMENDATION**

Authorize the Executive Director or Designee to take steps necessary to facilitate the purchase of Shinsei Gardens including but not limited to notifying the limited partner of the intent to exercise the option to purchase the limited partnership, conducting due diligence on the property and negotiating an operating agreement for up to 5 years with Resources for Community Development.

### **ATTACHMENTS**

None

Respectfully submitted,

A handwritten signature in blue ink that reads "Vanessa Cooper". The signature is written in a cursive style with a small flourish at the end.

Vanessa Cooper, Executive Director



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Principal Management Analyst

Date: May 17, 2023

Re: Approve changes to the Administrative Plan Chapter 19  
Emergency Housing Vouchers.

---

**BACKGROUND**

The Administrative Plan for the Housing Choice Voucher Program (HCVP) for the Housing Authority of the City of Alameda (AHA) establishes the policies and procedures whereby the Housing Authority will administer HCVP tenant-based and project-based rental assistance programs under contract to HUD and in accordance with applicable statutes, HUD regulations, and state and local law.

**DISCUSSION**

This revision is to expand the use of the one-time Service Fees received under the Emergency Housing Vouchers (EHV) program to allow the AHA to provide essential household items to EHV applicants and participants.

**FISCAL IMPACT**

This will expand the uses the AHA can do with the Service Fees for the EHV program.

**CEQA**

Not applicable.

**RECOMMENDATION**

Approve changes to the Administrative Plan to Chapter 19 Emergency Housing Vouchers.

**ATTACHMENTS**

1. 05-17-2023 Chapter 19 EHV

Respectfully submitted,





Tonya Schuler-Cummins, Principal Management Analyst



**CHAPTER 19**  
**EMERGENCY HOUSING VOUCHERS**  
**Effective July 21, 2021**

**INTRODUCTION**

This chapter describes the HUD regulations and PHA policies related to the Emergency Housing Vouchers (EHVs) as outlined in PIH Notice 2021-15.

Part I: Overview of the Program. General overview of the EHV program and goals.

Part II: Eligibility and Admissions. Policies related to eligible families and admission into the EHV program.

Part III: Continued Occupancy. HCV Policies will govern the EHV program.

Part IV: Termination and Reissuance. Policies related to termination and reissuance of EHV program vouchers.

**PART I. OVERVIEW OF THE PROGRAM**

**19-I.A. OVERVIEW**

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as “the ARP”) into law, which provides over \$1.9 trillion in relief to address the continued impact of the -COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

Section 3202 of the ARP appropriates \$5 billion for new incremental EHVs, the renewal of those EHVs, and fees for the cost of administering the EHVs and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

Under PIH Notice 2021-15, in May 2021, HUD allocated 70,000 EHVs to public housing authorities and issued guidance on the administration of these EHVs. The AHA was allocated 57 EHVs. The AHA cannot reissue any turnover EHV after September 30, 2023.

All other sections of this Plan apply to EHV unless explicitly stated otherwise in this chapter or HUD regulation or guidance. COVID waivers applied to the regular HCV program that are eligible to the EHV program will be applied to EHV. These updates are posted on the AHA’s website if in effect.

[Moving to Work \(MTW\) activities do not include EHV applicants or participants.](#)

## **19-I.B. FUNDING AND USES OF FUNDING**

Funding and its approved uses are spelled out in PIH Notice 2021-15.

### **ADMINISTRATIVE FEES**

Administrative fees received for EHV can only be used for EHV and must be recorded separately for the Administrative Fees of other AHA programs.

- **On-going monthly administrative fee:** received to administer the program calculated the same as under the Housing Choice Voucher program
- **Preliminary Fee:** single, one-time payment
- **Placement Fee/Expedited Issuance Reporting Fee:** one-time fee received for initial lease-up of each EHV. Amount depends on time to lease.
- **Service Fee:** one-time fee for each EHV allocated.

At the recommendation of the Director of Housing Programs and with the Approval of the Executive Director or designee, one-time administrative fees may be used for other eligible expenses (see next section).

### **QUALIFIED ACTIVITIES FOR ONE-TIME ADMINISTRATIVE FEES**

**Each EHV household shall be eligible for up to \$3500 of services; choice and provision of the services will be at the AHA's discretion.**

#### **1) Housing Search Assistance if unavailable through the CoC**

- a) Identify and visit possible units including ADA accessible
- b) Transportation and directions
- c) Rental application assistance
- d) Expedite leasing process including payment of leasing related fees

#### **2) Security Deposit if unavailable through the CoC**

- a) Security Deposit Assistance
  - i) Cannot exceed the less of
    - (1) Two month's rent
    - (2) Maximum security deposit allowed under law
    - (3) Actual amount required by owner for other unassisted units
  - ii) The AHA will pay the security deposit directly to the owner
  - iii) The owner must refund the security deposit to the AHA at the end of the tenancy less any amounts retained by the owner in accordance with the lease and California State law.

#### **3) Owner-related Uses**

- a) Owner recruitment and outreach
- b) Owner incentive and/or retention payments
  - i) The AHA will make one-time incentive payments of \$2,000 at the lease-up of an EHV family.

#### **4) Other Eligible Uses**

- a) Tenant-readiness services

- i) Fees may be paid for customized plans to address or mitigate barriers such as negative credit, lack of credit, negative rental or utility history or to connect the family to other resources.
- b) Moving Expenses
  - i) The AHA will pay some or all of the family's reasonable moving expenses when the family initially leases a unit with the program.
    - (1) The family must submit documentation of moving expenses for payment.
  - ii) The AHA will pay for application fees up to \$500 per family.
  - iii) The AHA will assist with the Security Deposit up to the lesser of the following
    - (1) Actual Security Deposit required by owner
    - (2) Maximum security deposit allowed under state or local law
    - (3) \$3,000
- c) Essential Household items
  - i) The AHA may use the services fee funding to assist the family with some or all of the costs of acquiring essential household items
  - ~~iv)~~ii) Definition of Essential Households Items: tableware, bedding, cleaning supplies, bathroom supplies, kitchen supplies, basic tools, and basic household items such as light bulbs or smoke detectors.

### **19-I.C. RESPONSIBILITIES UNDER PROGRAM**

Agencies with MOU's with the AHA will refer families according to the terms in the MOU. The AHA will issue and administer the EHV.

## **PART II. ELIGIBILITY AND ADMISSION**

### **19-II.A. ELIGIBILITY**

To be eligible a family must be:

- Homeless;
- At risk of homelessness;
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

The definitions for eligibility are found in PIH Notice 2021-15 section 8.a. These definitions will be used rather than definitions provided in other parts of this Administrative Plan.

### **19-II.B. DENIAL OF ASSISTANCE**

Section 3-III.B Mandatory Denial of Assistance [24 CFR 982.553(a)] does not apply to EHV, instead the following apply:

HUD requires the AHA to deny assistance to EHV in the following cases:

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program

Abusive or violent behavior towards AHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance, the AHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the AHA may, on a case-by-case basis, decide not to deny assistance.

#### **19-II.C. REFERRAL TO PROGRAM**

The AHA will receive direct referrals from Alameda County's Coordinated Entry System (CES) and other non-profit partners only if the CES does not meet MOU deadlines; therefore, since HUD waived sections of 24 CFR 982.204, the sections (mostly Chapter 4) of this Plan relating to ~~wait list~~[waiting list](#) selection do not apply.

A Memorandum of Understanding (MOU) must be executed before the AHA will receive referrals from partner agencies. These partner agencies will provide to the AHA a verification that the family meets the criteria of one of the four above categories.

#### **19-II.D. PREFERENCES**

The AHA will not apply the HCV preferences to the EHV vouchers. The referring agencies will be responsible for determining order of referrals. ~~Wait list~~[Waiting list](#) will be ordered by date and time referred. Admission to the EHV program will be on a first ready, first served basis.

#### **19-II.E. VERIFICATIONS AND CORRECTION OF OMISSIONS AND ERRORS**

Since HUD has waived program requirements under 24 CFR 982.201 for verifications of applicants under the EHV program, the AHA will accept documents dated over 60-days as valid verifications for EHV applicants.

EIV requirements remain in affect for applicants such as searching the Existing Tenant Search and running a report within 90 days of admission to verify reported income.

If it is discovered that the EHV family did not report income at admission into the program, the AHA will terminate the family's assistance. If is discovered that the EHV family did not correctly report income and the family would still have been eligible for the program, the AHA will offer the option to repay all overpaid assistance prior to terminating assistance.

Acceptance of verifications older than 60-days and a certification will not require additional verification until the family experiences a change in income or family composition or until the next regular reexamination.

**19-II.F. HOUSING SEARCH**

To obtain assistance with an initial (first lease-up) housing search, EHV referrals will be given contact information for this service once the voucher has been issued.

The AHA will use payment standards set at 120% of the area fair market rents (FMR). As of ~~June 26, 2021~~ November 2, 2022, this sets the payment standards at:

Unit Size	FMR	120% of FMR (EHV Payment Standard)
Studio	\$1, <del>595,658</del>	\$1, <del>9141,989</del>
1-bedroom	\$1, <del>96934</del>	\$2, <del>3202,362</del>
2-bedroom	\$2, <del>383405</del>	\$2, <del>8592,886</del>
3-bedroom	\$3, <del>14496</del>	\$3, <del>8353,772</del>
4-bedroom	\$3, <del>863706</del>	\$4, <del>6354,447</del>
5-bedroom	\$4, <del>442261</del>	\$5, <del>3305,113</del>

The selected unit must still comply with all Rent Reasonableness tests performed by AHA prior to move in.

The AHA would prefer an initial lease for 12 months to assist with housing stability but will accept a lesser term.

**19-II.G. VOUCHER ISSUANCE**

The AHA will issue an EHV family a voucher for an initial term of 180 days. If an extension for a voucher term of more than 180 days is needed, the regular HCV extension requirements apply. Please see Chapter 5 Section 5-II.E *Voucher Term, Extensions, and Suspensions* subpart *Extensions of Voucher Term* for additional information. The AHA will follow its normal suspension procedures found in Section 5.II.E of Chapter 5 of its Administrative Plan.

**19-II.H. PORTABILITY**

Portability, moving outside the City of Alameda, will not be restricted on nonresident applicants, so all applicants may move prior to initial lease-up to any jurisdiction operating a housing choice voucher program.

The AHA’s briefing for EHV families will include, along with the normal portability information, information on how portability will impact the EHV services and assistance that may be available to the family.

## **PART III. CONTINUED OCCUPANCY**

### **19-III.A. APPLICABILITY OF ALL REQUIREMENTS FOR CONTINUE OCCUPANCY**

All HCV rules will apply to EHV households, including adding family members.

Waivers in place for the HCV program will apply to EHV if the waiver is eligible to be applied to the EHV program under PIH Notice 2021-15.

## **PART IV. TERMINATION AND REISSUANCE**

### **19-IV.A. REISSUANCE**

EHV turnover vouchers will not be reissued after September 30, 2023 per PIH Notice 2021-15.

### **19-IV.B. TERMINATION**

All HCV rules will apply to EHV households in reasons for termination by action or inaction of the family. All HCV rules will apply in the noticing and procedures of terminations such as offering an Informal Hearing of the termination if the family's action or inaction caused the termination.

### **19-IV.C. TERMINATION OF ASSISTANCE DUE TO UNDER FUNDING**

The program has been allocated its full funding through the ARP. When the remaining EHV HAP renewal funding is no longer sufficient to fully fund all PHAs' EHV renewal funding eligibility, HUD will prorate EHV renewal funding allocations. If EHV funding received from HUD is not sufficient to cover the HAP of the remaining families, the AHA will follow all procedures to secure more EHV funding. If after all procedures are followed to obtain more funding, the funding is still insufficient to cover EHV HAP expenses, the AHA will terminate assistance in the following order:

- In consultation with any agencies providing supportive services, those families deemed the most self-sufficient with the resources to maintain housing.
- Families with the smallest EHV HAP payment.
- Families with the longest tenure in the program.

EHV families are not eligible for conversion to a Housing Choice Voucher while residing in the AHA's jurisdiction. EHV families are eligible to apply to any open [wait list](#) the AHA administers, but the EHV does not guarantee the family a place on the [wait list](#). The EHV family must apply and be processed in the same manner as all other applicants.



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

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To: Honorable Chair and Members of the Board of Commissioners

From: Sepideh Kiumarsi, Management Analyst

Date: May 17, 2023

Re: Faircloth to Rad Presentation (5:30 p.m. Start).

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**BACKGROUND**

In the earlier part of 2021, guidance was provided to PHAs regarding the availability of Faircloth-to-RAD conversions. Documentation from the PIH Office of Capital Improvements, as of September 30, 2021, showed that the Housing Authority of the City of Alameda (AHA) had an availability of 120 units remaining under the Authority’s Faircloth limit.

**DISCUSSION**

The AHA would like to use its 120-unit Faircloth-to-RAD authorization at Independence Plaza. As such, Sepideh Kiumarsi, Management Analyst at the AHA, and Rod Solomon, Consultant from Hawkins Delafield & Wood LLP, will present information to the Board in regards to the Faircloth-to-RAD conversion process and explain how the conversion could benefit Independence Plaza.

**FISCAL IMPACT**

Not applicable.

**CEQA**

Not Applicable.

**RECOMMENDATION**

Accept Faircloth to RAD Presentation.

**ATTACHMENTS**

1. FINAL DRAFT Faircloth to RAD Board Presentation

Respectfully submitted,



*Sepideh Kiumarsi*

Sepideh Kiumarsi, Management Analyst





# Faircloth to RAD Basics and Potential Applicability to AHA

ROD SOLOMON, HAWKINS DELAFIELD & WOOD LLP

SEPIDEH KIUMARSI, AHA MANAGEMENT ANALYST

MAY 17 , 2023



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Housing Authority  
of the  
City of Alameda

# What is the Faircloth Amendment?

- Enacted as part of the Public Housing Reform Act/QHWRA in 1998
- Caps the number of Public Housing units by PHA at the 10/1/99 level
- HUD allows PHAs to replace Public Housing units up to that level
- Ongoing capital and operating funds would be provided for the replacement units (not up-front capital funds)
- These would be new funds to the PHA

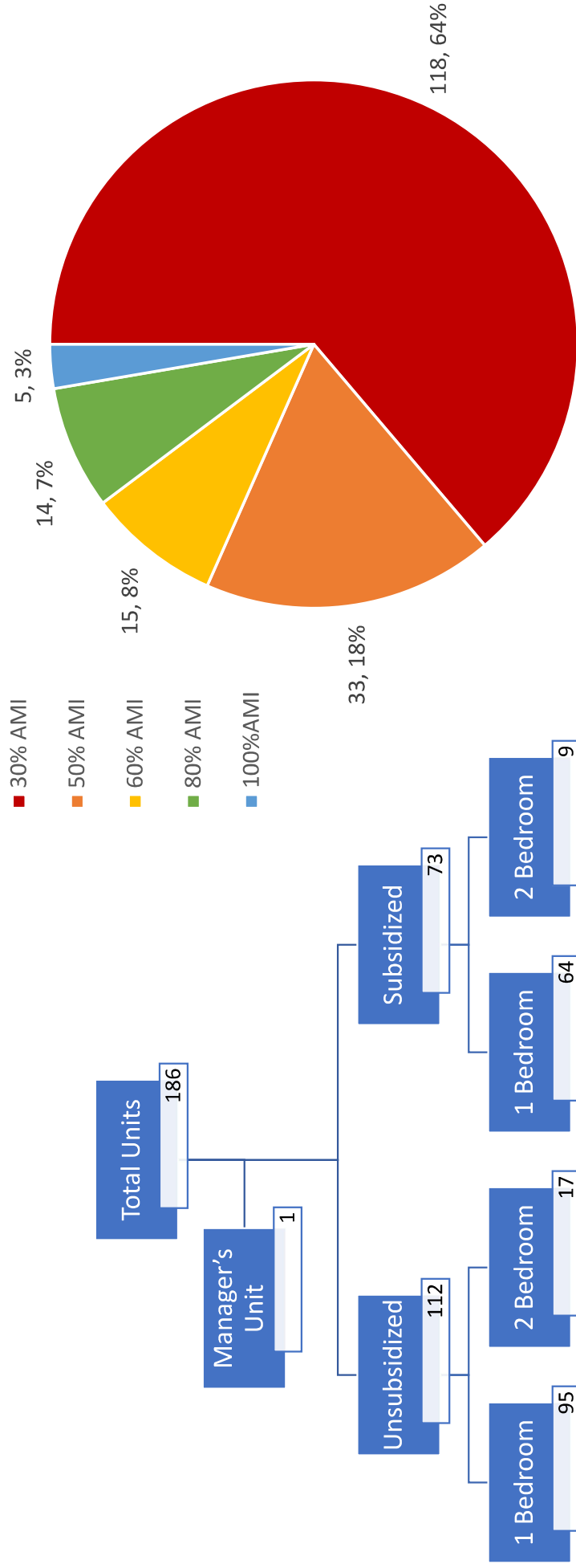
# What is Faircloth to RAD?

- 2021 HUD initiative
- Allows the replacement units to be developed as Public Housing, then converted to Section 8 project-based assistance promptly after completion
- Provides for early HUD commitment of initial contract rents and long-term Section 8 contract
- Allows for easier leveraging and more stable, less regulated funding of the replacement units than Public Housing would require

# What is AHA's potential additional funding?

- AHA has eligibility for 120 Faircloth to RAD units
- The new ongoing funding is at the level HUD would provide for a new Public Housing unit—slightly lower than Operating Fund amount and 40%-60% of Capital Fund amount for typical Public Housing (PHA identifies comparable Public Housing development for HUD to use)
- Additional funding could be in the \$800,000 range annually (\$16M over 20-year PBV contract)
- Funding is not enough to support a unit's capital and operating needs and will need supplementation with Moving to Work funds
- See Independence Plaza analysis below

# Independence Plaza Unit and Income Breakdown\*



\*as of 04/18/2023 but could change from now until July 1, 2024

# IP Analysis – Property Perspective

**AHA's Goal:** Preserve the largest senior property - IP

**Issue #1:** Large Capital Needs

- Building is over 35 years old and is projected to need \$13M in capital needs in the next 20 years

**Issue #2:** Operating Deficit After 2026

- CIC Annual subsidy expires at the end of 2026 which will mean \$1.5M or larger deficit annually

**Current Approach:** Annual Rent Increases

- Previously accepted by the Board
- Problem with Current Approach: Will only help the property reach a balanced budget and won't be able to finance any rehab or unexpected expenses

**Current Need:** Find an alternative approach that will provide a positive cash flow for future rehab and expenses



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# IP Analysis – Resident Perspective

## Factor #1: Income Levels

- 64% of all households are extremely low-income (ELI – at or below 30% Area Median Income)
- From 2018 onwards, units were targeted as low-income (between 51% and 80% Area Median Income)

## Factor #2: Rent Burden (portion of income that goes towards rent not including utilities)

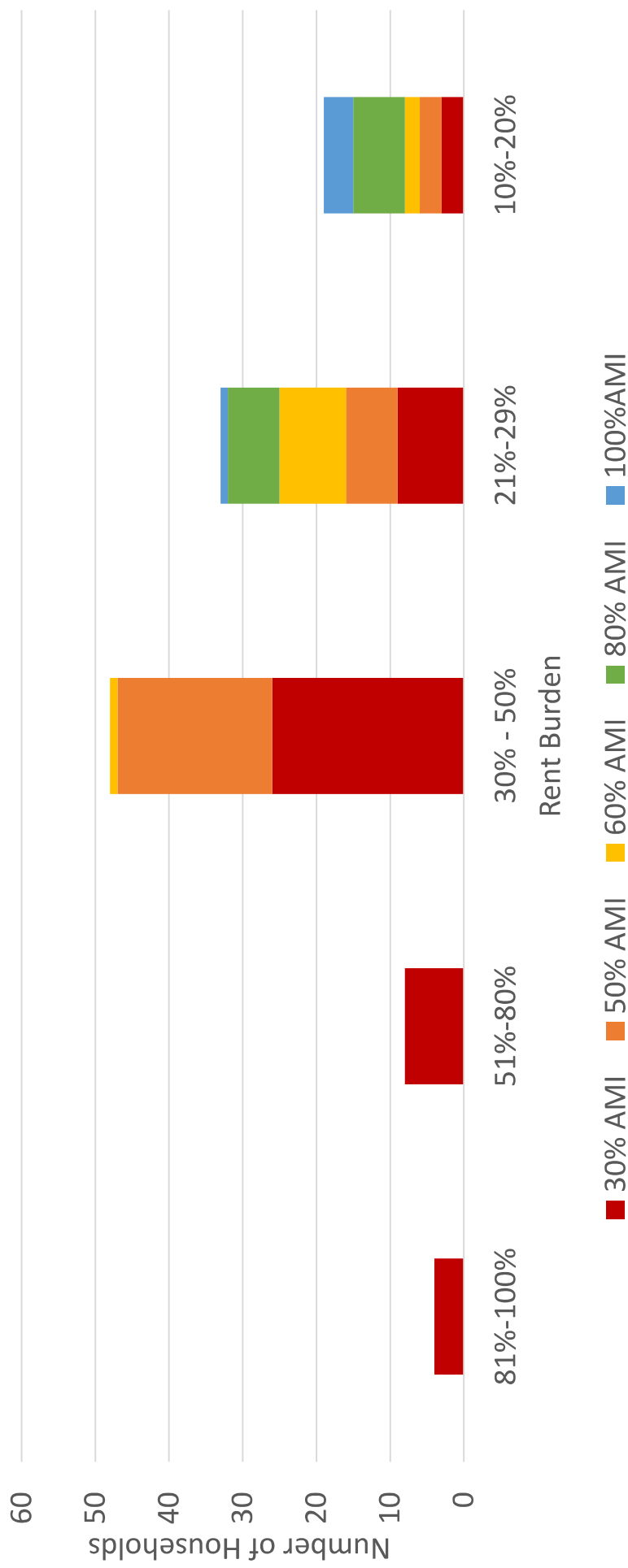
- Currently ranges between 10% and 88% and will range between 12% and 93% with current annual rent increases
- HUD recommends a rent burden of 30% to 40%

## Factor #3: Discrepancy Between Income and Rent Burden Across Households

- On one hand, extremely low-income households (at or below 30% AMI) are paying more than 40% of their income towards rent
- On the other hand, higher income households (those at or even above 80% AMI) are paying less than 20% of their income towards rent

# Rent Burden Breakdown

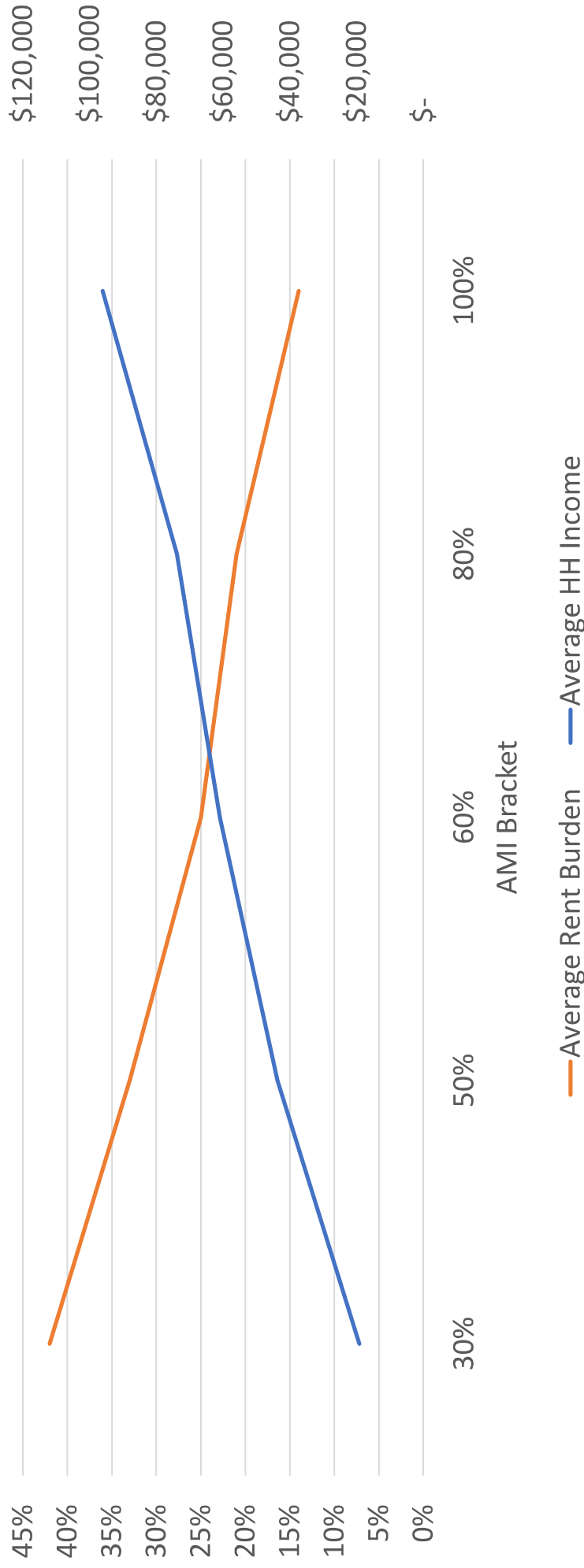
Takeaway: The 30% and 50% AMI groups make up most of the households with the largest rent burden





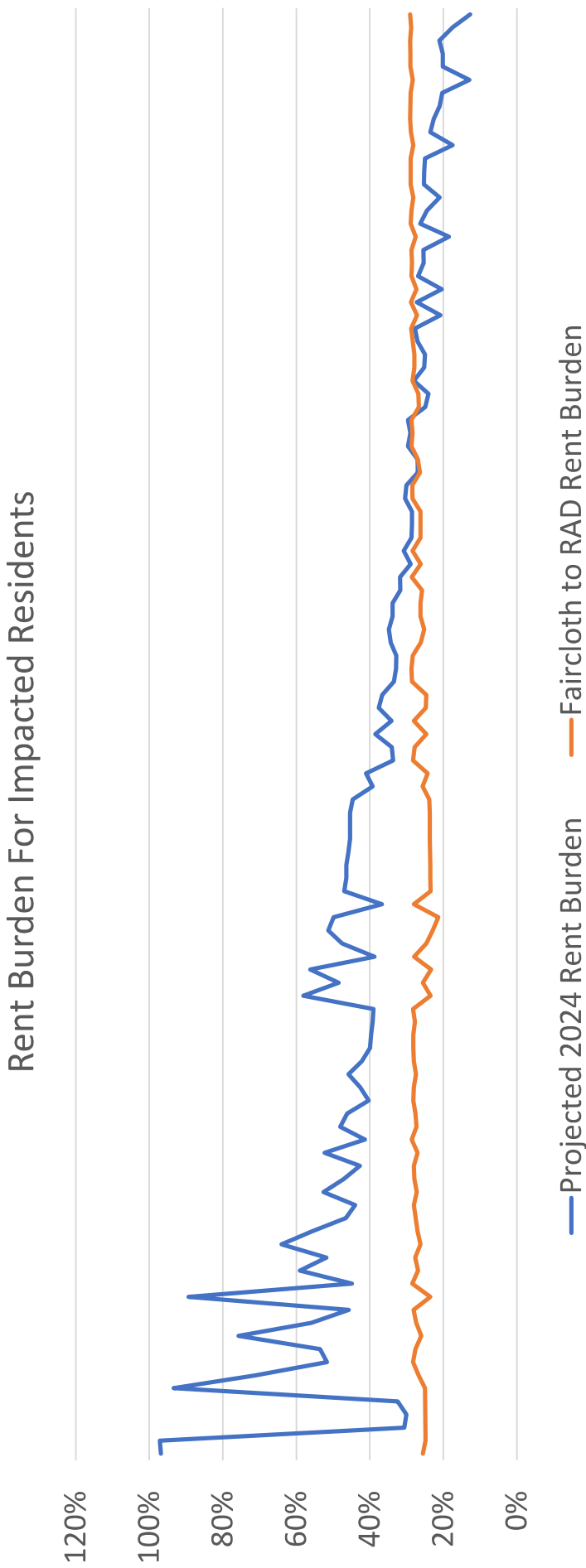
# Rent Burden and Income Discrepancy

Takeaway: Those with the highest rent burden have the lowest income



# Impact of Faircloth to RAD on Rent Burden

Takeaway: Large Rent Burden discrepancies stabilize across all households with FTR



# Faircloth to RAD Rent Calculation Explanation



Capped either at Payment Standard or Rent Reasonable whichever is the lowest



30% of a household's adjusted annual income minus utility allowance



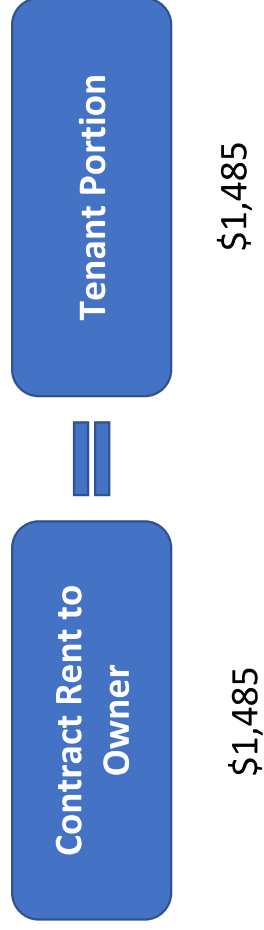
Based on public housing subsidy amount



If the sum of the 30% of Household Income and RAD subsidy is equal to or greater than the contract rent, the MTW subsidy will be \$0

# Rent Calculation Example for 1 Bedroom

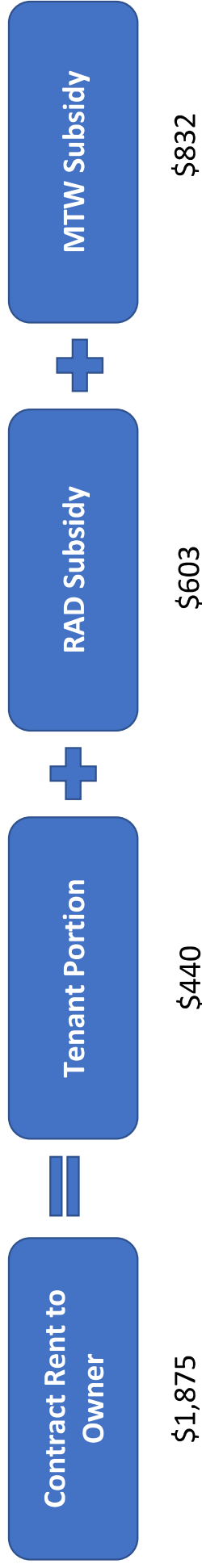
## 2024 Without FTR (unsubsidized units):



NOTE:

1. Contract Rent to Owner increases with FTR since we are able to set the contract rent at the lower of rent reasonable or payment standard immediately
2. Tenant Portion decreases significantly

## 2024 With FTR:



# Fiscal Impact of Faircloth to RAD

Takeaway: Increase of \$1M annually to property and a decrease of \$262M annually to tenant portion of the rent

	Monthly	Annually
<b>Total Gross Income: Projected 2024 Without FTR - Current</b>		
IP Rent Increases	\$ 254,912	\$ 3,058,946
<b>Total Gross Income: Projected 2024 With FTR for 120 Units</b>	\$ 338,533	\$ 4,062,395
<b>Difference</b>	\$ 83,621	\$ 1,003,449
<b>Tenant Portion without FTR</b>		
	\$ 158,110	\$ 1,897,320
<b>Tenant Portion with FTR</b>		
	\$ 136,299	\$ 1,635,588
<b>Difference</b>	\$ (21,811)	\$ (261,732)

# IP Estimated 2024 Gross Income Breakdown

## 2024 Without FTR:

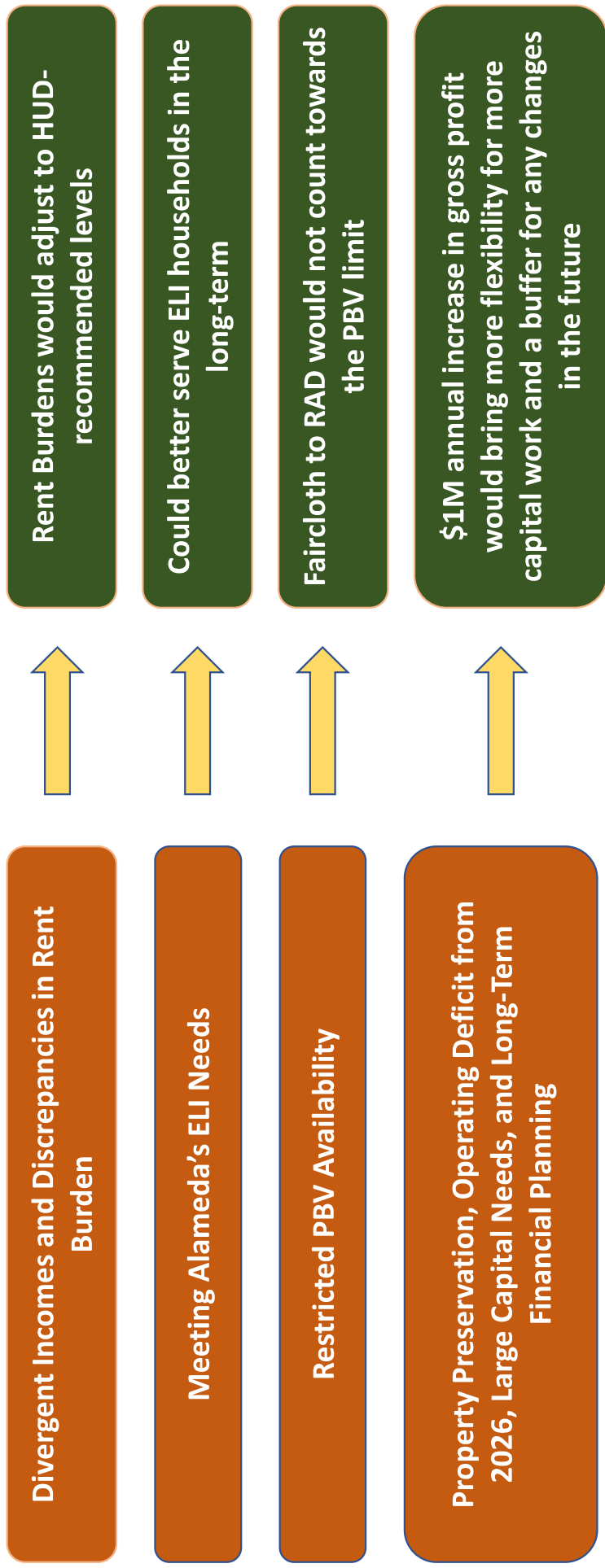
	Annually
Tenant Portion	\$ 1,897,320
PBV or HCV Subsidy	\$ 1,161,626
<b>Total Gross Income with FTR</b>	<b>\$ 3,058,946</b>

## 2024 With FTR:

	Annually
<b>FTR-Impacted Units</b>	
Tenant Portion	\$ 1,133,832
RAD Subsidy	\$ 868,320
MTW Subsidy	\$ 765,348
<b>NON-FTR Impacted Units</b>	
Tenant Portion	\$ 501,756
HCV Subsidy	\$ 793,140
<b>Total Gross Income with FTR</b>	<b>\$ 4,062,395</b>

\*These amounts are approximates based on current data (2022 and 2023) and as such can change in 2024

# How FTR Would Address Problems at IP



# How does the process work?

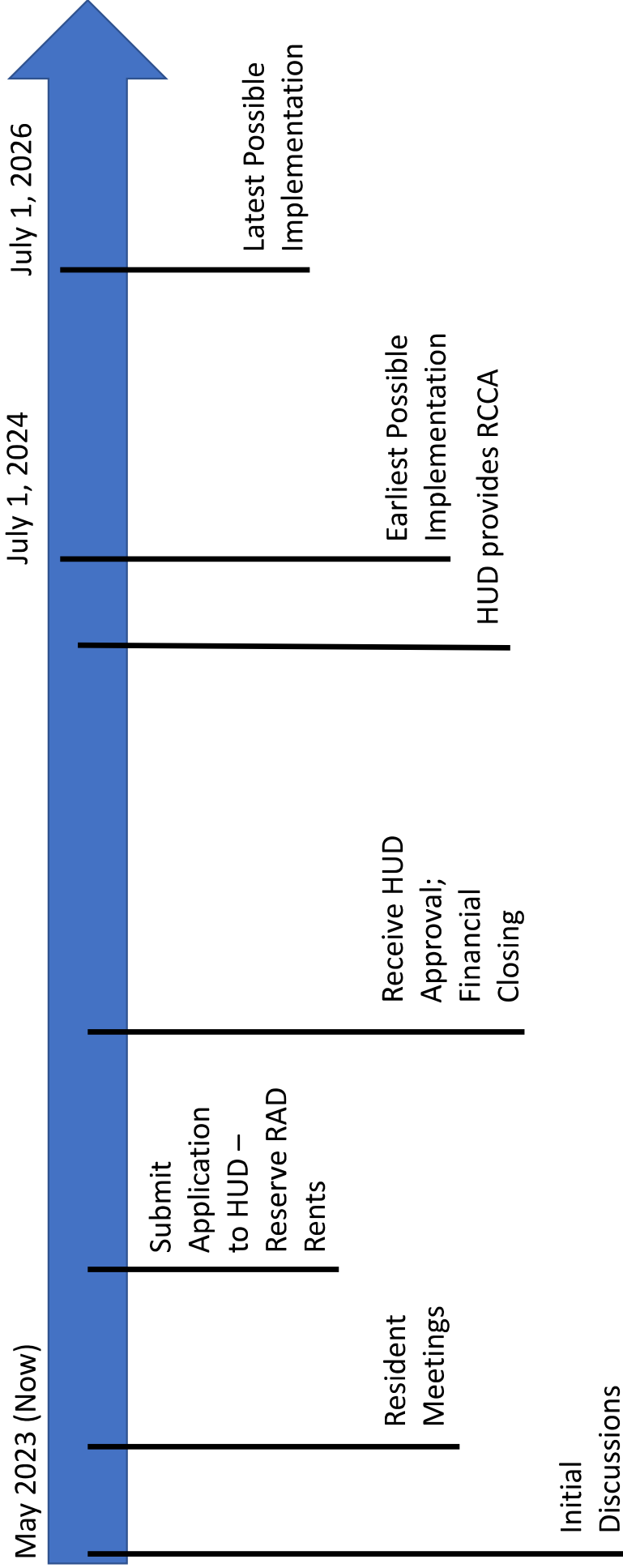
- The PHA settles on basics of the development transaction
- The PHA reserves RAD units, by adding to a HUD-approved portfolio application or other method HUD allows
- The PHA requests a Notice of Anticipated RAD Rents (NARR), which may include any ongoing supplemental funding
- The PHA processes the units' development under Public Housing development rules—likely “mixed-finance”; includes submission to HUD of the transaction's details and other material including a Capital needs assessment
- HUD approves the Public Housing development proposal and the financial closing occurs; HUD also can process RAD documents up front



## How does the process work? (continued)

- Near the end of the development period, HUD provides a RAD Conversion Conditional Approval (RCCA) that includes the form of the RAD Conversion Commitment (RCC)
- Upon completion, PHA and HUD place the units in the Public Housing system through PIC or successor; HUD then issues final RCC including RAD rents
- As soon thereafter as the PHA can fulfill the terms of the RCC and HUD can approve RAD closing documents, the RAD closing occurs and HUD and the PHA convert the units from Public Housing to RAD Project-Based Vouchers or Project-Based Rental Assistance (HUD RAD document review can start before project completion)

# AHA's FTR Timeline



# Challenges and Costs of FTR

## Trailblazers

1. AHA may become the first Housing Authority in the country to do Faircloth to RAD at an occupied property
2. HUD has no formal process for doing a modest scope of work initially and a full recapitalization a few years later

## Complicated Process

1. Have to put units into Public Housing via PIC and then go through the RAD process to make the units PBV
2. Staff has to keep track of all application requirements and program requirements

## AHA's Approach to Alleviate Challenges

1. AHA is working with different entities to ensure that all requirements are met
2. AHA is choosing to expend its Faircloth limit only at IP to reduce administrative burden and initial transaction costs
3. AHA is committed to ensuring excellent communication to tenants, Board, and advocates throughout the implementation process to facilitate a smooth transition



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**Thank you.**

**Questions?**



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**FAX:** (510) 522-7848  
**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: May 17, 2023

Re: Adopt the Resolution to Approve the Housing Authority's One-Year Budget for Fiscal Year July 1, 2023 to June 30, 2024 including approval of: A) Summary of the FY2023-24 Budget and related income and expenses; B) Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves; C) Capital Improvement Project (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2023-24 to cover these expenses; D) Transfer by the Executive Director of up to \$1,338,094 in this budget year, as needed, from AHA property reserves or from Moving-To-Work fungible funds to cover losses in the Housing Programs Department administrative operating budget E) Adopt the revised Schedule of Authorized Positions for Fiscal year 2023-2024 and Pay Schedule for Fiscal year 2023-2024.

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### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) adopts its annual budget in the last quarter of each Fiscal Year. AHA is currently ending the budget cycle for the one-year budget period starting July 1, 2022 and ending June 30, 2023 (Fiscal Year 2022-2023). Fiscal Year reporting is mandated by the Department of Housing and Urban Development (HUD).

This memorandum documents the proposed agency wide budget for Fiscal Year July 1, 2023 to June 30, 2024 (Fiscal Year 2023-2024). A detailed process for all programs, including substantial input from all departments (Executive, Administrative, Housing Programs, Housing Development, Human Resources and Finance) and operating property budgets from FPI Management, Inc. were incorporated in the agency wide proposed budget.

It is also important to note, that this is the combined budget for AHA and Alameda Affordable Housing Corporation (AAHC), AHA's real estate nonprofit affiliate and administrator of the Alameda Affordable Housing Trust Fund, as AAHC is defined as a



blended component unit of AHA per HUD regulations. All members of the AHA Board of Commissioners also serve as the Board of Directors for AAHC and as such, both legal entities have common control by the same individuals. Substantially, all real estate assets are owned by AAHC, with the exception of some scattered site properties and Parrot Gardens which are owned by AHA. This budget does not include income and expenses for Island City Development (ICD), a nonprofit corporation. The ICD budget is presented to the ICD Board of Directors towards the end of the calendar year.

The AAHC specific budget will be presented for approval in the separate AAHC Board of Directors meeting separately, but AAHC's information is included here on a consolidated basis for ease of comparison in this memorandum.

It is also important to note that as this is the first Moving-to-Work (MTW) budget, the HUD MTW designation may require some budget adjustments, including in financial presentation. If that is necessary, staff will return to the Board of Commissioners via a budget amendment if there is a material change to the budgeted cash flow impact of greater than 10% variance.

## **DISCUSSION**

Key highlights for this Fiscal Year 2023-2024 budget include the following:

### **Net position:**

Total income is \$60,385,365 inclusive of HAP and other sources of income and total expenses, including depreciation, are \$60,634,961 resulting in a Net Loss of \$249,596. Adjusting out depreciation and must pay principal on mortgage, the Fiscal Year 2023-2024 cash flow is a Net Positive of \$234,994.

Exhibit A shows the proposed budget for the Fiscal Year July 1, 2023 to June 30, 2024 (Fiscal Year 2023-2024), projected actuals and budget for Fiscal Year 2022-2023 (July 1, 2022 to June 30, 2023). Please note that Fiscal Year 2022-2023 amounts have been reclassified for presentation purposes only. There is no change to the budgeted Fiscal year 2022-2023 positive cash flow amount of \$269,385 in this Exhibit A.

As in prior years, the Fiscal Year 2023-2024 budget provides budget schedules in three (3) key areas:

- Exhibit A: Operating Income and Expenses
- Exhibit B: Housing Assistance Payments (HAP Pass-through)
- Exhibit C: Capital Improvement Projects (CIP)

### **Exhibit A: Operating Income and Expenses**

The operating budget includes the income and expenses for AHA and AAHC rental housing and commercial use properties, Housing Programs Department administration, the Housing Successor Assets, Housing Development, AHA staff salaries and benefits,

back office, IT infrastructure and administrative expenses. It is important to note that a number of the services AHA provides are not income generating (e.g. Resident Services, Ombudsman Program).

The operating budget does not include HAP pass-through to private landlords which is presented separately in the HAP budget. The budget, however, does include current HAP and tenant rent income for units where AHA/AAHC is the owner/landlord. To clarify, AHA, as HUD's contracted HAP administrator, receives funds from HUD and then passes these funds to Alameda landlords. As AHA/AAHC also acts as landlord of apartment buildings, AHA also remits HAP funds to the properties that it owns.

**Operating Income:**

Total budgeted operating income for Fiscal Year 2023-2024 is \$22,133,680, which compares to a budgeted \$21,208,412 for Fiscal Year 2022-2023.

**Rental Income includes:**

**Rent payments from tenants and HAP payments from AHA on behalf of HUD in all AHA/AAHC-owned properties.** This is budgeted at \$13,796,449 which is above last year's budget of \$12,867,572 but is in line with the expected year-end projection. Budgeted rental income is derived from a detailed review of maximum rents that are allowed to be charged to the tenant. A 2% escalator rent revenue escalator assumption is incorporated in the calculation for both the tenant paid portion and the housing assistance portion of rental income over the course of the year, although actual increases to tenants may vary and tenant rent is not capped at 2%.

**Commercial lease income** from prepaid ground lease earned from Rosefield Village and Sherman Buena Vista Ground Lease, Alameda Family Services, HeadStart Childcare Center, and the parking lease at Esperanza is estimated to be \$68,000.

**Tax Increment Funding** from the City of Alameda for Independence Plaza is estimated to be \$2,886,976 for Fiscal Year 2023-2024, and will be drawn and used in that fiscal year. This subsidy will expire in 2026.

**Grant Income:** This income is received through the Family Self Sufficiency (FSS) program and can only be used to support that program. The grant operates on a calendar year and the grant for 2023 is approximately \$95,000. For Fiscal Year 2023-2024, staff has budgeted 12 months of new grant income based on the 2023 funding. If the grant is not forthcoming for 2024 as the program is funded by calendar year, staff will review with the Board whether to continue with the FSS program or whether it wishes to utilize Moving-To-Work flexibility to continue the program.

**Administrative Fee Income:** The majority of the Administrative Fee income is paid by HUD and is used by AHA to cover the cost of administration of the Housing Choice Voucher (HCV) program and all the special programs funded under this Annual Contributions Contract (ACC). The budgeted Administrative Fee income also includes

the fees for the Shelter Plus Care (from the County of Alameda through its partnerships with HUD) and Mod Rehab (from HUD) programs. The Administrative Fee for the HCV ACC is included at a proration of 91% for the full Fiscal Year. The Administrative Fees for the Mod Rehab and Shelter Plus Care programs must be used for the administration of those programs. As part of its Moving-To-Work (MTW) flexibility, the AHA can use its Administrative Fees from the HCV program flexibly. However, since the AHA has been running a deficit in the administrative costs of the HCV program for many years, AHA does not anticipate being able to use Administrative Fees for anything but program costs for the Fiscal Year 2023-2024. Portability in/portability out administrative fees are not included as they are minimal and unpredictable. In the event of major changes from HUD to Administrative Fee and/or HAP proration with the new federal budget in the fall 2023, staff will return to the Board for a budget adjustment if necessary.

Staff has used a base number of 1,543 leased units per month as units for the coming year FY 2023-2024 (which is the current rate of leased units) in the calculation of the Administrative Fees, versus 1,553 units for Fiscal Year 2022-2023. This assumes that AHA can continue to offer rents at or above to 100% Fair Market Rents (FMR) and there is no significant loss of units due to landlord withdrawal from the Section 8 voucher program. Any changes in market rents resulting in a lower lease-up rate could negatively impact this assumption.

Based on this, total Administrative Fees for Fiscal Year 2023-2024 are expected to be \$2,602,865. This is an increase from \$2,502,516 budgeted in Fiscal Year 2022-2023, driven primarily by HUD's payment of a higher-than-normal Administrative Fee (at a 91% proration) and the Emergency Housing Voucher (EHV) fees. The landlord lease-up incentive for voucher holders in most programs will increase June 2023 due to the landlord incentive cohort activities with MTW. This will allow the AHA to use HAP (and if available, Administrative Fee funds) to pay what has been non-federally funded incentives, so the amount of incentives is increasing from \$500 to up to \$2,000. The goal of the landlord incentive cohort is to offer encouragement for new landlords to lease with the program, so this may positively affect units leased.

**Other Income:** Other income includes maintenance fees and late fees, laundry commission, land trust rents for Regent Street and Santa Clara Avenue properties, Island City Development Annual Services Agreement fee of \$200,000, Developer Fee from low-income housing tax credit projects (AHA's share, with the developer fee structure generally split between 90% Island City Development and 10% to AHA), Alameda Unified School District Recognized Obligation Payments (AUSD ROPS) and interest income from AHA's investment in Local Area Investment Fund (LAIF) and California Asset Management Program (CAMP). The Alameda Affordable Housing Trust Fund Annual Services Agreement fee of \$100,000 is not specifically showcased in this line item, due to the net effect of the expense to zero.

In Fiscal Year 2023-2024, interest income is expected to decrease from prior year due to planned usage of cash and investments to fund acquisition and development per the Board of Commissioners approved Reserves Policy (as amended). Additionally, there is



no anticipation of City of Alameda reimbursement billings for Fiscal Year 2023-2024, as the contract between AHA and the City of Alameda for managing the Housing Services Agreement comes to an end on June 30, 2023.

**Operating Expenses:**

Total operating expenses for Fiscal Year 2023-2024 is \$20,670,275 compared to the prior year budget of Fiscal Year 2022-2023 of \$18,571,385.

**Personnel Expenses and Benefits:** AHA personnel direct costs and FPI Management, Inc. are \$12,506,897 and consist of 60% (up from 57% from Fiscal Year 2022-2023) of the operating budget and is presented under Administrative – Salaries, Tenant/Social Services – Salaries and Maintenance - Salaries.

During the March 15, 2023 meeting, the AHA Board of Commissioners approved agenda item “Accept the report and approve the Resolution for Schedule of Authorized Positions for Fiscal Year 2023-24 and Pay Schedule for Fiscal Year 2022-2023.” No changes to the total number of positions for Fiscal Year 2023-2024 is presented from that approval. There are no salary number changes in the Pay Schedule although a Budget Resolution is requested to extend the salaries from Pay Schedule for Fiscal Year 2022-2023 through Fiscal Year 2023-2024. Please refer to the following Exhibits.

The Primary changes to the prior Schedule for Authorized positions from Fiscal Year 2022-2023 includes:

- Additional positions: Assistant Director Housing Development, Assistant Director of Administration, Director of Data and Policy, Development Accounting Officer, Management Analyst (a second one in Administration), 1 full-time equivalent Program Assistant, Associate Asset Manager, Associate Project Manager and Housing Development Specialist were approved in this pay schedule. Please note that one management analyst is budgeted to be hired in Administrative Services but may be hired by Human Resources, or Finance Department instead as needed.
- Elimination of two Resident Managers and one Assistant Resident Manager due to outsourcing of property manager. Elimination of 2 of the 3 Maintenance Technicians. Note that we may extend 1 of the Maintenance Technician to September 30, 2023 (for a total of 2), if FPI Management, Inc. are unable to fill all maintenance positions.
- The budget also includes filling currently all vacant positions, which includes the Deputy Executive Director, Director of Portfolio Management, Director of Asset Management and one Senior Project Manager, one Housing Specialist II and Asset Manager. There are currently 9 vacant positions; please see the memorandum “Accept the Quarterly Overview Report for Executive Department.” Recruiting continues to be challenging in the non-profit and governmental sectors, especially in affordable housing. Due to potential promotions, however, it is expected that salaries and benefits for the year may be overbudgeted.
- The budget includes a proposed cost of living adjustment (COLA) of up to 4%.

AHA has historically used the June data from the Consumer Price Index (CPI) for the San Francisco Bay Area as reported from the Bureau of Labor Statistics and proposed any final COLA adjustment to the Board of Commissioners in August 2023, and will plan to bring a final proposal again this year in August. Staff intends to return to the Board before August for a discussion on pay philosophy. The COLA, if approved, is implemented in accordance with policies contained in AHA's Employee Policies and Procedures Handbook.

AHA provides a maximum flat rate payment for medical and one for dental/vision insurance. This contribution is typically approved by the Board of Commissioners in August, and goes into effect in January of each year, as premium amounts change on a calendar year (rather than a fiscal year). Therefore, this budget includes an estimate of expected changes. Last year, the maximum actual AHA contribution beginning January 1, 2023 was equivalent to the 2023 Kaiser "employee plus two or more" premium cost of \$2,375.72 per employee per month plus comparable coverage for dental insurance at a cost of \$241.08 per employee per month. This year, staff has budgeted the full amount for medical and dental assuming that all employees take the benefits at the level of the employee plus 2 or more dependents. Staff also assumed a 10% increase in the cost of medical insurance and a 5% increase in other benefits costs over the 2023 rates beginning in January 2024 (i.e. for one-half of the upcoming fiscal year) and actuals for the first half of the fiscal year. Although the Board of Commissioners is approving the budget for these additional funds at this time, the final employer contribution for Fiscal Year 2023-2024 will be brought to the Board for approval in August 2023, along with the COLA request, after 2024 premium information are released by CalPERS in July 2023.

**Non-Personnel Expenses:** These expenses include costs other than employee and tenant costs which include such costs as audits, contracted services and office supplies. Additionally, this includes the leasing cost of AHA's additional office at Southshore.

**Human Resource costs:** This number is relatively flat and is expected to be fully utilized due to both the need for temporary staff for temporary projects and to fill-in vacancies and extended staff absences. In this last category, salary and/or benefits often continue to be paid to the employee, depending on the type and length of leave, while temporary staffing is often needed for coverage due to the extended period of the leave, so salary savings cannot be used to cover the costs of temporary staff as has been used in the past. Note that increased use of vacation leave is expected to continue from prior years as staff utilize banked accrued vacation from the COVID period of health emergency. Recruiting fees are included to address the need to fill positions, including the various newly created vacant positions. In most cases, utilizing recruitment firms in the current market has resulted in success at filling vacant exempt positions.

**Legal Expenses:** Legal expenses for general operations is budgeted at \$600,000 (compared to \$580,000 from budgeted Fiscal Year 2022-2023). These costs include

terminations of tenancy, personnel matters, and legal advice on actual and potential claims against the agency. Additionally, we anticipate that legal work on acquisition and development, the impact of the lifting of the rent moratorium and other HUD topics (including Moving-To-Work and Faircloth to Rental Assistance Demonstration (RAD)) will be included in Fiscal Year 2023-2024.

**Information Technology Services:** Staff has budgeted for some hardware replacements as well as software updates needed for Moving-To-Work, to support remote working and online client services. The budget increase to \$843,506 includes all software program licenses to allow the agency to operate with expanded online solutions and cloud computing. This also includes the budget for continued information technology services with Techordia. All exempt employees have an agency were issued cell phones with hot spot capabilities.

**Training and Conferences:** These budgeted expenses are \$271,245. The prior budget for Fiscal Year 2022-2023 was underutilized in the beginning of the current fiscal year but is expected to be fully utilized in Fiscal Year 2023-2024 due to the transition back to normal operations due to the lifting of the emergency health mandates, filling of vacancies, especially at the management level, the availability of in-person training and conferences and the need for online training. Best practices for staff training require regularly scheduled professional and housing re-certification training to address changing regulations, and staff will focus some additional agency time and resources on general staff and supervisor training needs. Also, in 2023, the Board of Commissioners approved a pilot program of training for hourly, exempt and Director level staff through December 31, 2023. Staff will discuss with the Board of Commissioners if extending the pilot program through calendar year 2024 is warranted. The budget also includes funds for Board training and conferences. Furthermore, additional consulting/training on Diversity, Equity and Inclusion in the amount of \$50,000 has been budgeted for the Fiscal Year 2023-2024.

**Tenant Activities/Social Services** include a \$30,000 scholarship fund for the Alameda Boys and Girls Club for children and youth who live in AHA complexes or whose families are on a program operated by the Housing Programs Department. The budget also includes funds for social workers through the LifeSTEPS social services provider, as in prior years.

**Utilities:** The amounts budgeted for utilities are based on actual utility expenditures in the current Fiscal Year 2022-2023 with a 5% escalator increase.

**Facilities & Maintenance:** Maintenance expenditures include salaries and benefits for maintenance employees (see above under Personnel Costs), maintenance materials, and maintenance contract costs. Staff also reviewed the annual operating budgets for the properties under FPI Management, Inc. and consolidated their maintenance budgets. Even though the AHA is eliminating maintenance positions, these costs are still being incurred through the FPI Management Inc. contract.

**General/Insurance/Interest Expense:** This line item includes the cost of auto/property/liability/cybersecurity insurance and mortgage payments. Insurance costs have increased substantially year over year. Interest Expense includes those to lenders from Independence Plaza, Esperanza, Eagle Village and Parrot Village.

As the Services Agreement between the City of Alameda and AHA expires June 30, 2023, the cost of community policing specifically to AHA properties, previously budgeted for \$210,000 in prior years, has been removed from current year budget. Police Services, as provided to all Alameda residents will still be available to the residents and property sites since they are located in the City of Alameda.

**Ombudsman, Community Relations and Communication Costs:** AHA created the Ombudsman Program in FY2020-21 to act as a liaison to tenants, participants, landlords and community organizations. As per the prior Fiscal Year 2022-2023, costs for this program and marketing/communication/community relations are budgeted at \$50,000. This team is expected to include a year-round intern funded through Civic Spark who will work on emergency preparedness for low-income residents of Alameda, including our clients. The cost of this intern is part of administrative salaries.

#### **EXHIBIT B: Housing Assistance Payments (HAP pass-through)**

Please note that the Moving-To-Work (MTW) Annual Contribution Contract Amendment between the Housing Authority and HUD was executed March 23, 2022. At this time, the Housing Authority budget showcases the distinction between Housing Assistance Payments (HAP) and Administrative Fees. The Moving-To-Work designation allows the Housing Authority to report their HAP and Administrative Fees fungibly on a total basis rather than strictly separated from each other, but these federal funds must still be separated out from other Housing Authority funds.

Exhibit B shows the Housing Choice Voucher Program (and other assisted programs) Housing Assistance Payment (HAP) subsidy that is paid to landlords on behalf of assisted participants. These are government restricted “pass-through” funds and must be kept separate from all other Housing Authority funds.

The budget shows the HAP funds received from HUD will be paid to landlords through HAP payments, but under the Landlord Incentives Cohort, these funds may also be used to pay the landlord varying incentives as outlined in the Moving-To-Work Supplement.

**Income:** AHA anticipates receiving \$38,251,685 funding for Housing Assistance Payments (HAP), which compares with the budgeted amount of \$38,613,685 from the last period. A slight reduction in funding is budgeted due to lease up in the current fiscal year. The prior year Fiscal Year 2022-2023 budget assumed an average of 1,553 units leased per month. This year’s budget conservatively assumes 1,543 units lease per month. For reference, for May 2023, the units leased is 1,571. This includes HAP payments and Rental Assistance received directly from HUD or the County of Alameda

under the following programs:

- Tenant-Based and Project-Based Housing Choice Vouchers including Family Unification Program (FUP), Non-Elderly Disabled (NED) and Veteran Affairs Supportive Housing (VASH) (HUD program)
- Shelter Plus Care (County of Alameda program)
- Mod-Rehab Program (HUD program)
- 57 Emergency Housing Vouchers (EHV) (HUD program) - In May 2021, additional vouchers were available through the American Rescue Plan Act of 2021. AHA has a Memorandum of Understanding with our community partners, including other local housing authorities, to administer services for this program. Under current regulations, this program will start to sunset in September 2023. Families leased-up will continue to receive assistance, but the AHA will be unable to issue new vouchers as families move out after September 2023.
- An additional 10 Stabilization Vouchers are budgeted for Fiscal Year 2023-2024.

**Expenses:** HAP expense to participating landlords is expected to be \$38,251,685 in Fiscal Year 2023-2024. HAP is AHA's largest single expense item and is generally offset dollar-for-dollar by the HAP subsidy received. It is important to note that Budget Authority for HAP is provided by HUD on a calendar year basis versus a fiscal year.

In 2014, HUD moved the cash reserves from all Housing Authorities into a HUD-held account. These HUD-held HAP reserves can be used anytime. Reserves can be used to cover HAP costs as long as AHA does not exceed its baseline number of units in any calendar year. AHA's baseline number of units is 22,716 (or 1,893 x 12 months) without the 57 EHV's or 23,400 with EHV. The Fiscal Year 2023-2024 budget assumes conservative leasing of 18,521 in the year (or an average of 1,543 per month),

As of May 2023, AHA's projected reserves is \$4,175,583 in its HUD-held HAP Reserve which can be used to cover a Fiscal Year 2023-2024 deficit. It could also be used in Moving-To-Work fungibility activities such as Faircloth to RAD (Rental Assistance Demonstration). However, such uses not explicitly approved in this budget would be presented to the Board of Commissioners in the annual Moving-To-Work plan.

### **EXHIBIT C: Capital Improvement Project (CIP) Budget**

Exhibit C shows the one-year capital budget along with additional information on the Fiscal Year 2023-2024 estimated costs. The proposed Capital Projects budget for FY 2023-2024 includes major repair, acquisition and replacement projects from AHA/AAHC. This schedule also showcases the funding needs of AHA to Island City Development projects.

The identified projects include capital work that is proposed to be contracted in the next Fiscal Year 2023-2024. Work will be done according to urgency and availability of funds and staff capacity. Once approved in this budget, these projects will be funded from the

following sources:

- Cash flow from the specific property, including approved tax increment funding for Independence Plaza
- Replacement reserves held by lenders/bond holders which are generally specific to specific properties subject to their approval
- Reserves held by AHA or AAHC for specific properties.
- Additional funds required for Island City Development properties are also showcased via predevelopment and or acquisition loans from AHA or AAHC.

### **Operating Budget By Program**

**Property Management:** All AHA/AAHC owned properties will be managed by FPI Management, Inc. including Anne B. Diament Plaza is expected to be transferred no later than July 1, 2023. Island City Development properties (Everett Commons, Littlejohn Commons and Rosefield Village, North Housing, Tilden Commons and Webster Street Hotel) are not included here in the AHA/AAHC operating budgets but are also managed by FPI Management, Inc.

**Housing Programs Department (HPD):** The Housing Programs Department has budgeted a loss of \$1,338,094 for Fiscal Year 2023-2024 as there is insufficient administrative fee income received from HUD for the program. While this loss is not new, staff will continue to seek ways to keep these costs under budget in the coming year and this is also a goal for the Strategic Plan. Under the designation of Moving-To-Work, the administrative deficit can be covered by HUD HAP funds going forward if HUD HAP is underutilized, although it is not anticipated that the department will have an excess of funds for the first couple years due to the commitment to offer Landlord Incentives, so we are requesting the Board of Commissioners allow fungibility of the HAP to fill this operating deficit if needed.

**Housing Development (HD):** The Housing Development budget includes real estate and asset management. Note that the Services Agreement with the City of Alameda expires on June 30, 2023, and is currently not in the process to be renewed.

In Fiscal Year 2023-2024, Housing Development staff will be working on multiple large development projects, including The Estuary I (formerly known as North Housing PSH I), The Estuary II (formerly known as North Housing PSH II), Linnet Corner (formerly known as North Housing Senior Apartments), The Poplar (formerly known as Tilden Commons) and Poppy Studios (formerly known as Webster Hotel), along with preservation of the AHA portfolio and potential acquisitions.

**Housing Successor:** In 2012, after the dissolution of redevelopment in the state of California, the City of Alameda became the Successor Agency to the Community Improvement Commission (CIC) and authorized the assumption by the AHA of the rights, powers, assets, liabilities, duties, and obligations associated with the housing

activities of the CIC, known as the Housing Successor Assets. The expenses associated with managing the Housing Successor for FY 2023-2024 is estimated at almost \$200,000 to be paid from existing Housing Successor funds. Salary and benefit costs are limited by State law to \$200,000 annually for Successor Agency Housing Assets administration.

**Local Housing Trust Fund (Alameda Affordable Housing Trust Fund – AAHTF):** In 2021, in an effort to create a source of long-term funding for affordable home creation, and to leverage local financing, the Housing Authority of the City of Alameda (AHA) and its affiliate Alameda Affordable Housing Corporation (AAHC) created the Alameda Affordable Housing Trust Fund (AAHTF). In July of 2021, AAHC, with the partnership of AHA, passed and approved resolution 2021-05 establishing and funding the AAHTF. The creation of the AAHTF secures an important source of financing for payment of predevelopment costs, acquisitions, or construction eligible projects. The AAHTF was established with a \$7,500,000 grant from AHA for capital purposes and \$300,000 of ongoing revenue over five years for operating purposes. AHA committed an additional \$330,000 of ongoing revenue over an additional five-year period for operating purposes if the trust fund obtained matching funding from the State of California. In December 2021, the State of California Department of Housing and Community Development awarded \$2,500,000 in capital funds to AHA via the AAHTF. This \$2.5 million-dollar award matches the existing \$7,500,000 million-dollar commitment made by AHA. This trust supports the creation of 90 affordable rental homes focused on housing formerly homeless households and seniors with extensive on-site supportive services specifically for Estuary I (formerly known as North Housing PSH I) and Estuary II (North Housing PSH II). These funds are monitored separately (an annual report is due every year).

An additional grant for Linnet Corner (formerly known as North Housing Senior Apartments) was conditionally committed to the Alameda Affordable Housing Trust Fund. AHA is currently applying for state matching funds. If AHA receives an award, this conditional commitment becomes a hard commitment.

AHA will be required to transfer funds in FY2023-2024 of \$100,000 in an ongoing revenue grant and \$7,500,000 in capital funds to AAHC to fulfill its commitment to the AAHTF. AHA will receive an annual fee for administering this fund for AAHC, equal to the grant for ongoing revenue. A new request for matching funds is being submitted in May 2023. See the May 2023 Alameda Affordable Housing Corporation memorandum, Accept the Update on the Alameda Affordable Housing Trust Fund – 2023 Application.

**Reserve Policy:** In October 2021, the Board of Commissioners adopted a framework Reserve Policy, setting aside funds for Operating Reserves, Preservation, and Production activities. The Board earmarked \$30 million of Housing Authority of the City of Alameda reserves for various purposes and instructed staff to continue to update the Board on the use of these funds per the Reserve Policy guidelines. Funds that are committed to production of new affordable housing are typically lent to Island City Development either as a predevelopment or permanent loan, or passthrough as a grant through AAHTF which then lends to Island City Development. These commitments are

carried on AHA's balance sheet as a loan to ICD or the limited partnership once a loan is made. The last Reserve Policy amendment was approved by the Board of Commissioners on May 2022. This is for information only. A separate agenda item in a future meeting will revisit and amend the Reserve Policy.

### **Accounting Issues**

**Cost Allocation Plan:** The Cost Allocation Plan (CAP) (available on request) is normally completed at least once a year and allocates costs based on metrics. The metrics range from the number of hours worked on a project to the number of bedrooms in a complex to the amount of expenses paid for an item the prior year. The metrics are mostly pulled from AHA's database, Yardi, or from verifiable data (such as the number of units in a specific complex). The CAP explains the logic behind the distribution of different costs including legal costs, audit costs, travel and training, and salaries and benefits. Staff calculates out a salary distribution for every position in the Agency based on the position's primary duties and functions. Some positions are allocated to only one department while others are allocated across numerous departments.

**Fund Transfers:** The General Fund does not generate its own cash flow. The only mechanism to get cash into the General Fund is to make transfers from other programs and properties with available excess cash reserves. Staff will make reimbursement transfers as necessary during the budget year in accordance with the agency's interfund transfer policy.

**Depreciation:** Depreciation is strictly an accounting method to recognize the cost of buildings and equipment over time. There is no current year cash impact, as the cash outlay has already been incurred previously. Per the Capitalization Policy, which was effective July 1, 2016, AHA uses the straight-line method of depreciation. When an asset is purchased, a cash expense is incurred. Depreciation is not a cash expense, but an accrual expense to financially match the expense with the period of usage. The Fiscal Year 2023-2024 depreciation expense is budgeted at \$1,713,000, which is slightly more than the Fiscal Year 2022-2023 budget of \$1,700,000.

**Other: Certain items are not budget items but will impact available cash in FY 2023-2024.**

#### **Low-income housing tax credit project loans repayments to AHA**

Jack Capon Villa: AHA expects to receive approximately \$26,400 debt service payment from Jack Capon Villa for the loan it made to the limited partnership.

Littlejohn Commons: AHA expects to receive \$70,000 debt service payment from Littlejohn Commons for the loan AHA made to the limited partnership Sherman and Buena Vista

Shinsei Gardens: AHA expects to receive \$60,000 debt service payment from Shinsei



Gardens for the loan from AHA (As successor to the Community Improvement Commission). This does not take into account the future purchase of the limited partnership interest of Shinsei Gardens from NEF on or after June 30, 2024.

Stargell Commons: AHA expects to receive \$15,000 debt service payment from Stargell Commons for the loan from AHA.

### **Low-income housing tax credit project developer fee to Island City Development and AHA**

Rosefield Village: As discussed above, AHA's share of developer fee from low-income housing tax credit projects is presented in Other Income. The low-income housing tax credit developer fee structure is generally split between 90% Island City Development and 10% to AHA as co-developer's of low-income housing tax credit projects. It is expected that \$1,450,000 in developer fee be paid out in total from Rosefield Village to AHA and ICD later in the 2023 calendar year, with \$145,000 as AHA's share. Again, Island City Development's budget is not presented in this memorandum and will be brought to the Island City Development Board of Directors later in the calendar year.

**Payments to CalPERS for Outstanding Liabilities:** As a local government agency, AHA has to maintain its books by standards set by the Government Accounting Standards Board (GASB). Each year the GASB sets guidelines for accounting practices and identifies them by number. Starting in Fiscal Year 2016, AHA has had to operate by new GASB rules relating to pension, and post-employment liabilities. These rules require all government agencies (States, Counties, Cities, and Special Purpose Local Governments) to report pension and post-employment liabilities up front which had historically been reported on a pay-as-you go basis by all government entities. Since AHA is a member of the CalPERS retirement system, AHA is required to report each year on any unfunded pension liability.

Please note that this budget does not include further pension or Other Post Employment Benefits (OPEB) contributions beyond the regular payments made to service the annual payments of the unfunded accrued liabilities. It is noted that AHA has made prior contributions to the pension and OPEB liabilities. The first was a \$1,000,000 contribution in 2016 for pension retirement costs and second a payment of \$1,000,000 made in late June 2020 for CalPERS unfunded liability, as well as the payment of \$981,940 made in June 2017 to open the AHA's CERBT 115 trust account for OPEB. No funds are included here to adjust the pension liabilities. Staff returns to the Board of Commissioners at the financial audit to present pension liability funding needs if any additional funding is required.

### **FISCAL IMPACT**

The following showcases the net impact of agency cash flow and net deployment of funds for the Capital Improvement Budgets for Fiscal Year 2023-2024

<b>Projected Beginning Cash and Investment</b>	<b>\$35,000,000</b>
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**Balances July 2023**

Add: Cash Flow Per Fiscal Year 2023-2024 Budget	234,994
Less: Capital Improvement Budget (AHA & AAHC)	(2,469,305)
Less: Capital Improvement Budget (Island City Development Loans)	(21,401,806)
Add: Capital Improvement Budget (Potential Project Refund/Other Sources)	6,671,919
Add: Repayment of Low-Income Housing Tax Credit project loans to AHA	<u>171,400</u>
<b>Projected Ending Cash and Investment Balances June 2024</b>	<b><u>\$18,207,148</u></b>

**CEQA**

N/A

**RECOMMENDATION**

Staff recommend the Board of Commissioners of the Housing Authority of the City of Alameda approve the Housing Authority’s Budget for Fiscal Year 2023-2024 including approval of:

1. Summary of the Fiscal Year 2023-2024 Budget and related income and expenses
2. Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves
3. Capital Improvement Project (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2023-24 to cover these expenses
4. Transfer by the Executive Director of up to \$1,338,094 in this budget year, as needed, from AHA property reserves or from Moving-To-Work fungible funds to cover losses in the Housing Programs Department administrative operating budget
5. Adopt the revised Schedule of Authorized Positions for Fiscal year 2023-2024 and Pay Schedule for Fiscal year 2023-2024.

Staff will return to the Board for a budget adjustment if necessary if significant variances from actuals are presented (e.g., variance of net income is lower by 10%).

**ATTACHMENTS**

1. EXHIBIT A FY 2024 AHA BUDGET
2. EXHIBIT B FY 2024 HAP BUDGET
3. EXHIBIT C CIP BUDGET
4. EXHIBIT D BUDGET RESOLUTION
5. EXHIBIT E Pay Schedule 2023-2024

6. EXHIBIT F Schedule of Authorized Positions FY 2023-2024

Respectfully submitted,  
Louie So  
Louie So, Director of Finance

Attachment A: Summary FY 2024 Budget

Housing Authority of the City of Alameda & Alameda Affordable Housing Corporation - Consolidated Activity

FY 2023 Budget Amounts have been reclassified for Presentation Purposes. No Net Changes to FY 2023 Budgeted Cash Flow

Decimals Hidden for Presentation

\*Does not include Island City Development and Low-Income Housing Tax Credit Partnerships

Account Name	A	B	C	D	E	F	G	H	I	J
					\$	%	\$	%	\$	%
<b>OPERATING BUDGET</b>										
1	Rental Income and HAP Income, net of vacancy	12,598,053	12,867,572	13,796,449	(269,519)	-2%	928,877	7%	1,198,396	10%
2	Tax Increment Payment - Independence Plaza	2,886,980	2,886,980	2,886,976	-	0%	(4)	0%	(4)	0%
3	HAP Administrative Fee Income	2,495,739	2,502,516	2,602,865	(6,777)	0%	100,349	4%	107,126	4%
4	Other Income and Grants	3,013,243	2,951,344	2,847,390	61,899	2%	(103,954)	-4%	(165,853)	-6%
5	<b>OPERATING INCOME</b>	<b>20,994,015</b>	<b>21,208,412</b>	<b>22,133,680</b>	<b>(214,397)</b>	<b>-1%</b>	<b>925,268</b>	<b>4%</b>	<b>1,139,665</b>	<b>5%</b>
6	Administrative	2,470,209	3,535,720	3,439,679	(1,065,511)	-43%	(96,041)	-3%	969,470	39%
7	Relocation	9,957	14,007	14,007	(4,050)	-41%	-	0%	4,050	41%
8	Administrative - Salaries*	7,053,107	8,702,770	11,768,151	(1,649,662)	-23%	3,065,381	35%	4,715,044	67%
9	Tenant/Social Services	273,697	277,417	286,808	(3,720)	-1%	9,391	3%	13,111	5%
10	Police per City of Alameda Services Agreement	210,000	210,000	-	-	0%	(210,000)	-100%	(210,000)	-100%
11	Tenant/Social Services - Salaries*	509,016	948,049	561,836	(439,033)	-86%	(386,213)	-41%	52,820	10%
12	Utilities	1,296,132	1,119,726	1,198,291	176,406	14%	78,565	7%	(97,841)	-8%
13	Maintenance	1,198,364	969,542	1,409,628	228,822	19%	440,086	45%	211,264	18%
14	Maintenance - Salaries*	670,283	927,922	176,911	(257,639)	-38%	(751,012)	-81%	(493,372)	-74%
15	General/Insurance/Interest Expense/Property Taxes	1,633,853	1,866,232	1,814,964	(232,380)	-14%	(51,268)	-3%	181,112	11%
16	<b>OPERATING EXPENSE</b>	<b>15,324,618</b>	<b>18,571,385</b>	<b>20,670,275</b>	<b>(3,246,767)</b>	<b>-21%</b>	<b>2,098,890</b>	<b>11%</b>	<b>5,345,657</b>	<b>35%</b>
17	<b>NET OPERATING INCOME</b>	<b>5,669,396</b>	<b>2,637,027</b>	<b>1,463,404</b>	<b>3,032,370</b>	<b>53%</b>	<b>(1,173,623)</b>	<b>-45%</b>	<b>(4,205,992)</b>	<b>-74%</b>
18	HAP Income	36,025,018	38,613,075	38,251,685	(2,588,057)	-7%	(361,390)	-1%	2,226,667	6%
19	HAP Expenses	-	38,613,075	38,251,685	(2,588,057)	-7%	(361,390)	-1%	2,226,667	6%
20	<b>NET HOUSING ASSISTANCE PAYMENTS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>N/A</b>	<b>-</b>	<b>N/A</b>	<b>-</b>	<b>N/A</b>
21	<b>NET INCOME BEFORE DEPRECIATION</b>	<b>5,669,396</b>	<b>2,637,027</b>	<b>1,463,404</b>	<b>3,032,370</b>	<b>53%</b>	<b>(1,173,623)</b>	<b>-45%</b>	<b>(4,205,992)</b>	<b>-74%</b>
22	LESS: DEPRECIATION	1,712,835	1,700,000	1,713,000	12,835	1%	13,000	1%	165	0%
23	<b>NET INCOME (LOSS) AFTER DEPRECIATION</b>	<b>3,956,561</b>	<b>937,027</b>	<b>(249,596)</b>	<b>3,019,535</b>	<b>76%</b>	<b>(1,186,623)</b>	<b>-127%</b>	<b>(4,206,157)</b>	<b>-106%</b>
24	<b>TOTAL SALARIES</b>	<b>8,232,407</b>	<b>10,578,741</b>	<b>12,506,897</b>	<b>(2,346,334)</b>	<b>-29%</b>	<b>1,928,156</b>	<b>18%</b>	<b>4,274,491</b>	<b>52%</b>
25	<b>TOTAL INCOME AND EXPENSES</b>	<b>57,019,033</b>	<b>59,821,487</b>	<b>60,385,365</b>	<b>(2,802,454)</b>	<b>-5%</b>	<b>563,878</b>	<b>1%</b>	<b>3,366,332</b>	<b>6%</b>
26	<b>TOTAL EXPENSES</b>	<b>53,062,471</b>	<b>58,884,460</b>	<b>60,634,961</b>	<b>(5,821,989)</b>	<b>-11%</b>	<b>1,750,500</b>	<b>3%</b>	<b>7,572,489</b>	<b>14%</b>
27	<b>NET INCOME (LOSS) AFTER DEPRECIATION</b>	<b>3,956,561</b>	<b>937,027</b>	<b>(249,596)</b>	<b>3,019,535</b>	<b>76%</b>	<b>(1,186,623)</b>	<b>-127%</b>	<b>(4,206,157)</b>	<b>-106%</b>
28	<b>OPERATING CASH FLOW</b>	<b>5,669,396</b>	<b>2,637,027</b>	<b>1,463,404</b>	<b>3,032,370</b>	<b>53%</b>	<b>(1,173,623)</b>	<b>-45%</b>	<b>(4,205,992)</b>	<b>-74%</b>
29	NET INCOME BEFORE DEPRECIATION	1,180,665	1,180,665	1,228,410	-	0%	47,744	4%	47,744	4%
30	LESS: PAY DOWN MORTGAGE PRINCIPAL	1,812,138	1,186,976	-	625,162	34%	(1,186,976)	-100%	(1,812,138)	-100%
31	LESS: FY 2022-23 INDEPENDENCE PLZ BALCONIES	2,676,593	269,385	234,994	2,407,207	90%	(34,391)	-13%	(2,441,598)	-91%
32	<b>CASH FLOW</b>	<b>2,676,593</b>	<b>269,385</b>	<b>234,994</b>	<b>2,407,207</b>	<b>90%</b>	<b>(34,391)</b>	<b>-13%</b>	<b>(2,441,598)</b>	<b>-91%</b>

**Housing Authority of the City of Alameda & Alameda Affordable Housing Corporation**  
**Attachment B: HAP Passthrough for FY2023-2024**

	Housing Assistance Payments	Shelter Plus	Bessie Coleman SRO	Emergency Housing and Stabilization Vouchers		FY 22-23	Increase/ (Decrease)
	HAP	17 Units	30 Units	57 Units + 10 SV	Total	Budget	\$ %
HUD Subsidy Revenue	35,961,187		350,000	1,480,312	37,791,499	38,180,977	(389,478) -1.0%
Rental Assistance (from Alameda County)		460,186			460,186	432,098	28,088 6.5%
<b>Total HUD Subsidy Revenue</b>	<b>35,961,187</b>	<b>460,186</b>	<b>350,000</b>	<b>1,480,312</b>	<b>38,251,685</b>	<b>38,613,075</b>	<b>(361,390) -0.94%</b>
HAP Payments to Landlords	35,961,187	460,186	350,000	1,480,312	38,251,685	38,613,075	(361,390) -0.94%
<b>Total Expenses</b>	<b>35,961,187</b>	<b>460,186</b>	<b>350,000</b>	<b>1,480,312</b>	<b>38,251,685</b>	<b>38,613,075</b>	<b>(361,390) -0.94%</b>
HAP Income/Loss	-	-	-	-	-	-	-



HOUSING AUTHORITY OF THE CITY OF ALAMEDA

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

APPROVING AND ADOPTING  
HOUSING AUTHORITY’S ONE YEAR BUDGET  
FOR THE FISCAL YEAR ENDING JUNE 30, 2024

**WHEREAS**, the Executive Director has submitted a one year proposed budget to the Board of Commissioners of the Housing Authority of the City of Alameda; and

**WHEREAS**, the Housing Authority has sufficient operating reserves to meet the working capital needs of its properties; and

**WHEREAS**, the proposed budget includes expenditures that are necessary for the efficient and economical operation of the housing for the purpose of serving low-income residents; and

**WHEREAS**, the proposed budget indicates a source of funds adequate to cover all proposed expenditures; and

**WHEREAS**, the Housing Authority will comply with all state and federal wage rate requirements where applicable and requirements for access to records and audits.

**WHEREAS**, the proposed FY2023-24 budget includes approval of:

- i. Summary of the FY2023-24 Budget and related income and expenses
- ii. Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves
- iii. Capital Improvement Project (CIP) Budget and related use of property and agency reserves and surplus operating cash from Fiscal Years 2023-24 to cover these expenses
- iv. Transfer by the Executive Director of up to \$1,338,094 in this budget year, as needed, from AHA property reserves or from Moving-To-Work fungible funds to cover losses in the Housing Programs administrative operating budget
- v. Adopt the revised Schedule of Authorized Positions for Fiscal Year 2023-2024 and Pay Schedule for Fiscal Year 2023 and 2024

**NOW, THEREFORE. BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the City of Alameda hereby adopts the Housing Authority’s Budget Resolution for the fiscal year ending June 30, 2024.

ATTEST:

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

\_\_\_\_\_  
Carly Grob, Chair  
Board of Commissioners

Adopted: \_\_\_\_\_

**EXHIBIT E  
HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
PAY SCHEDULE FY 2023-2024**

PositionTitle	Salary Range	Effective Date	MONTHLY SALARY				
			Step 1	Step 2	Step 3	Step 4	Step 5
Housing Assistant	10	8/28/2022	\$ 5,125	\$ 5,381	\$ 5,650	\$ 5,932	\$ 6,229
Program Assistant	15	10/23/2022	\$ 5,791	\$ 6,080	\$ 6,384	\$ 6,704	\$ 7,038
Maintenance Technician I****	16	8/28/2022	\$ 5,932	\$ 6,229	\$ 6,540	\$ 6,867	\$ 7,210
Housing Specialist I	19	10/23/2022	\$ 6,384	\$ 6,704	\$ 7,038	\$ 7,391	\$ 7,761
Accounting Specialist I	19	10/23/2022	\$ 6,384	\$ 6,704	\$ 7,038	\$ 7,391	\$ 7,761
Maintenance Technician II****	22	8/28/2022	\$ 6,867	\$ 7,210	\$ 7,572	\$ 7,950	\$ 8,348
Housing Specialist II	23	10/23/2022	\$ 7,038	\$ 7,391	\$ 7,761	\$ 8,148	\$ 8,556
Accounting Specialist II	23	10/23/2022	\$ 7,038	\$ 7,391	\$ 7,761	\$ 8,148	\$ 8,556
Housing Development Specialist	23	12/16/2022	\$ 7,038	\$ 7,391	\$ 7,761	\$ 8,148	\$ 8,556
Asset Management Specialist	23	3/15/2023	\$ 7,038	\$ 7,391	\$ 7,761	\$ 8,148	\$ 8,556
Executive Assistant	26	10/23/2022	\$ 7,572	\$ 7,950	\$ 8,348	\$ 8,765	\$ 9,203
Housing Specialist III	27	10/23/2022	\$ 7,761	\$ 8,148	\$ 8,556	\$ 8,983	\$ 9,433
Associate Project Manager (prior title Assistant Project Manager)	31	10/23/2022	\$ 8,556	\$ 8,983	\$ 9,433	\$ 9,904	\$ 10,399
Associate Asset Manager (prior title Assistant Asset Manager)	31	10/23/2022	\$ 8,556	\$ 8,983	\$ 9,433	\$ 9,904	\$ 10,399
Property Management Supervisor	33	8/28/2022	\$ 8,983	\$ 9,433	\$ 9,904	\$ 10,399	\$ 10,920
Housing Programs Supervisor	33	8/28/2022	\$ 8,983	\$ 9,433	\$ 9,904	\$ 10,399	\$ 10,920
Management Analyst	33	8/28/2022	\$ 8,983	\$ 9,433	\$ 9,904	\$ 10,399	\$ 10,920
Development Accounting Officer	33	3/15/2023	\$ 8,983	\$ 9,433	\$ 9,904	\$ 10,399	\$ 10,920
Asset Manager	36	3/15/2023	\$ 9,662	\$ 10,145	\$ 10,653	\$ 11,186	\$ 11,745
Project Manager	36	10/23/2022	\$ 9,662	\$ 10,145	\$ 10,653	\$ 11,186	\$ 11,745
Construction Project Manager	36	10/23/2022	\$ 9,662	\$ 10,145	\$ 10,653	\$ 11,186	\$ 11,745
Administrative Manager	45	10/23/2022	\$ 12,039	\$ 12,641	\$ 13,273	\$ 13,937	\$ 14,633
Community Relations Manager	45	10/23/2022	\$ 12,039	\$ 12,641	\$ 13,273	\$ 13,937	\$ 14,633
Human Resources Manager	45	10/23/2022	\$ 12,039	\$ 12,641	\$ 13,273	\$ 13,937	\$ 14,633
Risk Control Manager	45	10/23/2022	\$ 12,039	\$ 12,641	\$ 13,273	\$ 13,937	\$ 14,633
Senior Project Manager	45	10/23/2022	\$ 12,039	\$ 12,641	\$ 13,273	\$ 13,937	\$ 14,633
Senior Management Analyst	45	10/23/2022	\$ 12,039	\$ 12,641	\$ 13,273	\$ 13,937	\$ 14,633
Assistant Director of Housing Programs	46	3/15/2023	\$ 12,332	\$ 12,949	\$ 13,596	\$ 14,277	\$ 14,991
Assistant Director of Finance/Controller	46	3/15/2023	\$ 12,332	\$ 12,949	\$ 13,596	\$ 14,277	\$ 14,991
Assistant Director of Administrative Services	46	3/15/2023	\$ 12,332	\$ 12,949	\$ 13,596	\$ 14,277	\$ 14,991
Assistant Director of Housing Development	46	3/15/2023	\$ 12,332	\$ 12,949	\$ 13,596	\$ 14,277	\$ 14,991
Principal Management Analyst	49	10/23/2022	\$ 13,273	\$ 13,937	\$ 14,633	\$ 15,365	\$ 16,134
Director of Housing Programs	51	10/23/2022	\$ 13,937	\$ 14,633	\$ 15,365	\$ 16,134	\$ 16,940
Director of Portfolio Management (aka Property Operations)	51	10/23/2022	\$ 13,937	\$ 14,633	\$ 15,365	\$ 16,134	\$ 16,940
Director of Asset Management	51	10/23/2022	\$ 13,937	\$ 14,633	\$ 15,365	\$ 16,134	\$ 16,940
Director of Administrative Services	51	10/23/2022	\$ 13,937	\$ 14,633	\$ 15,365	\$ 16,134	\$ 16,940
Director of Data and Policy	51	3/15/2023	\$ 13,937	\$ 14,633	\$ 15,365	\$ 16,134	\$ 16,940
Director of HR and Operations	54	8/28/2022	\$ 14,991	\$ 15,740	\$ 16,527	\$ 17,353	\$ 18,220
Director of Housing Development	57	10/23/2022	\$ 16,134	\$ 16,940	\$ 17,787	\$ 18,677	\$ 19,611
Director of Finance/Chief Financial Officer	57	10/23/2022	\$ 16,134	\$ 16,940	\$ 17,787	\$ 18,677	\$ 19,611
Deputy Executive Director	62	10/23/2022	\$ 18,220	\$ 19,131	\$ 20,088	\$ 21,092	\$ 22,147
Executive Director**	N/A	8/28/2022	\$ 27,246	\$ 28,608			
Resident Manager***, ****	N/A	8/28/2022	\$ 25.36/hour	\$26.63/hour			

\*\*Salary authorized by Board of Commissioners per Employment Agreement

\*\*\*Resident Manager staff are paid a flat hourly rate; no range is applied

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



**EXHIBIT F**  
**Housing Authority of the City of Alameda**  
**Schedule of Authorized Positions**  
**FY 2023/24**

Department/Position Title	2022-2023 approved	Proposed change	Year on Year
	FTE 2022-2023	FTE 2023 - 2024	Difference
<b>Executive Department</b>			
Executive Director	1.00	1.00	
Deputy Executive Director/Chief Administrative Officer	1.00	1.00	
Executive Assistant	1.00	1.00	
Director of Data and Policy (See Note D)	0.00	1.00	
Principal Management Analyst	1.00	1.00	
Management Analyst (Data and Policy) (See Note E)	1.00	2.00	
Sub-Total	5.00	7.00	2.00
<b>Administration Department</b>			
Director of Administrative Services	1.00	1.00	
Assistant Director of Administrative Services (See Note D)	0.00	1.00	
Risk Control Manager (See Note G)	1.00	1.00	
Community Relations Manager	1.00	1.00	
Administrative Manager	1.00	1.00	
Senior Management Analyst (General) (See Note C, J)	2.00	2.00	
Management Analyst (See Note E)	1.00	1.00	
Program Assistant	0.50	1.00	
Sub-Total	7.50	9.00	1.50
<b>Human Resources Department</b>			
Director of HR and Operations	1.00	1.00	
HR Manager (See Note C)	1.00	1.00	
Program Assistant	0.50	0.50	
Sub-total	2.50	2.50	0.00
<b>Finance Department</b>			
Director of Finance/Chief Financial Officer	1.00	1.00	
Assistant Director of Finance/Controller	1.00	1.00	
Development Accounting Officer (See note H)	0.00	1.00	
Accounting Specialist I & II (See Note B)	3.00	3.00	
Sub-total	5.00	6.00	1.00
<b>Housing Programs Department</b>			
Director of Housing Programs	1.00	1.00	
Assistant Director of Housing Programs	1.00	1.00	
Housing Programs Supervisor	1.00	1.00	
Management Analyst (Housing Programs) (See Note E)	1.00	1.00	
Housing Specialist III	3.00	3.00	
Housing Specialist I & II (See Note B)	5.00	5.00	
Program Assistant	2.50	2.50	
Sub-total	14.50	14.50	0.00
<b>Property Operations Department</b>			
Director of Portfolio Management (prior title Property Operations)	1.00	1.00	
Property Management Supervisor	1.00	1.00	
Maintenance Technician I & II (See Note B, K)	3.00	1.00	
Resident Manager I and II (See Notes A and B)	2.00	0.00	
Assistant Resident Manager (See Note A)	1.00	0.00	
Program Assistant	0.50	1.00	
Sub-total	8.50	4.00	-4.50
<b>Housing Development Department</b>			
Director of Housing Development (prior title Housing and Community Development)	1.00	1.00	
Assistant Director of Housing Development (See Note D)	0.00	1.00	
Senior Project Manager	2.00	2.00	
Project Manager (See note C)	1.00	1.00	
Construction Project Manager	1.00	1.00	
Associate Project Manager (See Note F)	1.00	1.00	
Housing Development Specialist	0.00	1.00	
Program Assistant	1.00	0.00	
Sub-total	7.00	8.00	1.00
<b>Asset Management Department (note the Director and Asset Manager were in Property Operations prior)</b>			
Director of Asset Management	1.00	1.00	
Asset Manager (See Note C)	1.00	1.00	
Associate Asset Manager (See Note F)	0.00	1.00	
Sub-total	2.00	3.00	1.00
<b>Total</b>	<b>52.00</b>	<b>54.00</b>	<b>2.00</b>

Note A: Resident employees are contracted employees. These positions are eliminated from the schedule effective July 1, 2023 due to property management outsourcing.  
 Note B: Positions at the I and II levels are combined as a total count to allow for flexibility in staffing.  
 Note C: Position may be renamed or filled at a lower level  
 Note D: If position is filled with an internal candidate, the vacant position may not be backfill  
 Note E: May be filled at the Senior level  
 Note F: Position may be filled at a Specialist level, formerly titled Assistant  
 Note G: Formerly titled Risk Manager  
 Note H: Formerly title Accounting Officer and filled at a Specialist level  
 Note I: Temporary staff are not included in the Schedule of Authorized Position  
 Note J: One Management Analyst position may be hired in Finance or HR instead of Admin  
 Note K: The second Maintenance Technician position may be maintained until September 30, 2023