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

AGENDA **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**
DATE & TIME **Wednesday, July 19, 2023 - 6:30 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/88946959564?pwd=OVJpYUcya05ROEFTZEI2aENNa24vUT09

Meeting ID: 889 4695 9564
Passcode: 067149

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 and 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. 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 - 6:30 p.m. - Adjournment to Closed Session to Consider:

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, 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.

5.B. CONFFERENCE 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

6. Adjournment of Closed Session

7. RECONVENE REGULAR MEETING

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 June 21, 2023. **Page 5**

10.B. Accept the Monthly Overview Report for the Housing Programs Department. **Page 12**

10.C. Accept the Monthly Overview Report for Property Operations. **Page 15**

10.D. Accept the Monthly Development Report for Rosefield Village. **Page 19**

10.E. Accept the LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through the Month of December 2022. **Page 22**

10.F. Accept the AHA/ AAHC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of December 2022. **Page 38**

10.G. Approve revised IT Policy. **Page 53**

10.H. Approve the Execution of the Stability Voucher Memorandum of Understanding (MOU). **Page 74**

10.I. Accept Project Update, Approve, and Authorize the Executive Director or her designee to Execute a Contract Not to Exceed $4,660,000 with J.H. Fitzmaurice Inc. for North Housing Soil Stabilization Work. **Page 101**

10.J. Approve transfers of Veteran Affairs Supportive Housing (VASH) vouchers from the Housing Authority of Alameda County (HACA) and the Oakland Housing Authority (OHA) to the Housing Authority of the City of Alameda (AHA). **Page 105**

10.K. Accept Update on Poppy Place and Authorize the Executive Director to Negotiate and Execute the Second Amendment to the Purchase and Sale Agreement at 1628 Webster. **Page 115**

11. AGENDA

11.A. Accept a presentation and report from the HR Department on staffing, and approve a revised Schedule of Authorized Positions effective immediately and a revised Pay Schedule effective July 30, 2023. **Page 121**

11.B. Approve Resolution to Execute an Agreement with the State of California Employment Development Department. **Page 135**

11.C. Establish a Nominating Ad Hoc Committee for the Appointment of the Chair and Vice Chair of the Board of Commissioners for the Period of July 1, 2023 - June 30, 2024. **Page 156**

11.D. Update on North Housing Master Plan Internal Loan and Adopt Resolution for an internal MTW Loan for $1.2 million for the North Housing Master Plan. **Page 158**

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.

Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
WEDNESDAY, JUNE 21, 2023

Called to order at 6:35 p.m.

PLEDGE OF ALLEGIANCE

1. ROLL CALL

Present: Chair Tamaoki, Commissioner Hadid, Commissioner Husby, and Commissioner Kaufman

Video: Commissioner Joseph-Brown

Absent: Commissioner Grob and Commissioner Sidelnikov

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 Tamaoki confirmed that four Commissioners were present in the noticed meeting room, located within the City of Alameda, and one Commissioner, Commissioner Joseph-Brown, was attending via videoconference.

   Commissioner Joseph-Brown stated that she misunderstood the meeting notice and thought the meeting was being held as a videoconference meeting. Mark Bentzen, General Counsel clarified that AB2449 does not allow for attendance via video-conference due to a misunderstanding. Commissioner Joseph-Brown stated that she would join the meeting in-person shortly.

Chair Tamaoki paused the meeting to allow Commissioner Joseph-Brown to join the meeting in-person. Commissioner Joseph-Brown joined the meeting at 6:47 p.m.

Chair Tamaoki requested a second roll call and resumed the meeting.

Present: Chair Tamaoki, Commissioner Hadid, Commissioner Husby, Commissioner Joseph-Brown and Commissioner Kaufman

Absent: Commissioner Grob and Commissioner Sidelnikov

3. <u>COMMISSIONER RECUSALS</u>

Commissioner Hadid recused himself from Consent Calendar items.

4. Public Comment (Non-Agenda)

Janice Heredia, former employee of the Housing Authority of the City of Alameda (AHA) provided comments on the circumstances surrounding her termination from AHA.

Chair Tamaoki allowed Ms. Heredia an additional 1 minute and **30** seconds of public comment.

Vanessa Cooper, Executive Director read a statement in response to Ms. Heredia's comments.

5. Closed Session - 6:30 p.m. - Adjournment to Closed Session to Consider:

Chair Tamaoki adjourned to Closed Session at 6:56 p.m.

5.A. 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.B. Conference with Legal Counsel – Existing Litigation (subdivision (d)(1) of Government Code Section 54956.9)
Name of Case: Yolanda Holt v. Housing Authority of the City of Alameda, et al.

(Alameda County Superior Court Case No. RG21107068)

5.C. Conference with Legal Counsel – Existing Litigation (subdivision (d)(1) of Government Code Section 54956.9)
Name of Case: Donald and Tina Birks v. Joann Harris and AHA Esperanza (Alameda County Superior Court Case No. 23CV033841) (unlimited jx)

5.D. Conference with Legal Counsel – Existing Litigation (subdivision (d)(1) of Government Code Section 54956.9)
Name of Case: Donald and Tina Birks v. John Stewart Company, et al. (Alameda County Superior Court Case No. 23SC028412)(small claims)

6. Adjournment of Closed Session

Chair Tamaoki adjourned Closed Session at 7:24p.m.

7. RECONVENE REGULAR MEETING

Chair Tamaoki reconvened the regular meeting at 7:24 p.m.

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

Chair Tamaoki stated that during Closed Session the Board received an update from Ms. Cooper and provided her with feedback.

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 May 17, 2023.

*10.B. Accept the Monthly Development Report for Rosefield Village.

*10.C. Accept the Monthly Overview Report for the Housing Programs Department.

*10.D. Approve a one-time pilot to allow the cash out of accrued leave during calendar year 2024.

*10.E. Approve transfer of up to $1,000,000 from MTW HAP reserves to cover the operating deficit incurred by the Housing Programs Department for Fiscal Year 2023.

*10.F. Approve the Seventh Amendment to the Consultant Services Agreement dated

4/15/15 between Island City Development and the Housing Authority of the City of Alameda.

*10.G. Adopt of a uniform standard for housing inspections standards for all Housing Authority of the City of Alameda (AHA) funded or AHA owned or affiliate-owned housing units irrespective of funding source.

Items accepted or adopted are indicated by an asterisk.

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

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

11. <u>AGENDA</u>

11.A. Adopt Resolution regarding Application for and Implementation of Faircloth to RAD program for Independence Plaza to Authorize the Executive Director or designee to execute all steps necessary to apply for, negotiate and execute all documents and implement all activities necessary to apply for Faircloth to RAD conversion and related activities in order to proceed with the recapitalization of Independence Plaza and budget up to $250,000 for due diligence, and other related activities.

Sepideh Kiumarsi, Management Analyst provided a summary of the Memo and Resolution for agenda item 11.A.

In response to Chair Tamaoki, Ms. Kiumarsi stated that staff’s goal is to have Faircloth to RAD fully implemented by July 1, 2024.

Commissioner Hadid moved to adopt Resolution regarding Application for and Implementation of Faircloth to RAD program for Independence Plaza to Authorize the Executive Director or designee to execute all steps necessary to apply for, negotiate and execute all documents and implement all activities necessary to apply for Faircloth to RAD conversion and related activities in order to proceed with the recapitalization of Independence Plaza and budget up to $250,000 for due diligence, and other related activities, and Commissioner Husby seconded. A roll call vote was taken, and the motion passed unanimously.

Yes	5	Chair Tamaoki, Commissioner Hadid,

		Commissioner Husby, Commissioner Joseph-Brown, and Commissioner Kaufman
Absent	2	Commissioner Grob and Commissioner Sidelnikov

11.B. Approve changes to the Administrative Plan to implement the approved MTW activities and new stability vouchers effective July 1, 2023.

Oscar Macias, Assistant Director of Housing Programs provided a presentation that summarized the MTW related and Non-MTW related changes made to the Administrative Plan.

Commissioner Kaufman moved to approve changes to the Administrative Plan to implement the approved MTW activities and new stability vouchers effective July 1, 2023, and Commissioner Hadid seconded. The motion passed unanimously.

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

11.C. Approve a Predevelopment Loan NTE $4 million from Capital Impact for The Poplar (2615 Eagle Avenue) and Authorize the Executive Director to negotiate and Execute all Loan Documents.

Sylvia Martinez, Director of Housing Development provided a presentation that summarized the requests for approval made in agenda items 11.C and 11.D.

In response to Commissioner Hadid, Ms. Martinez stated that the funds of the initial predevelopment loan to ICD were expended on demolition and entitlement work. The requested funds must be allocated to the “Master Plan” (9 acres) to undertake all the previously committed to long term agreements for the North Housing project.

In response to Chair Tamaoki, Ms. Martinez stated that The Poplar project is currently prioritized as a secondary project because it is not yet “shovel ready.” However, this predevelopment loan will allow staff to allocate the necessary funds to ready this project. Ms. Cooper stated that several new staff members will be joining the Housing Development Unit in the upcoming weeks and a significant amount of their time will be allocated to moving this project forward. This project may also be reprioritized depending on the outcomes of the Estuary II applications.

Commissioner Hadid requested that staff provide the Board with a color-coded diagram that depicts project progress, including funding status.

Commissioner Husby moved to approve a Predevelopment Loan NTE $4 million from Capital Impact for The Poplar (2615 Eagle Avenue) and Authorize the Executive Director to negotiate and Execute all Loan Documents, and Commissioner Joseph-Brown seconded. The motion passed unanimously.

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

11.D. Authorize the Executive Director To Fund North Housing Master Plan Costs of $4,000,000 with Short to Midterm Use of Reserves, Agency Funds, and MTW Funds.

Chair Tamaoki noted that item 11.D was discussed in the presentation of item 11.C.

Commissioner Joseph-Brown moved to authorize the Executive Director To Fund North Housing Master Plan Costs of $4,000,000 with Short to Midterm Use of Reserves, Agency Funds, and MTW Funds, and Commissioner Kaufman seconded. The motion passed unanimously.

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

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

Terry Telles, Tenant – Independence Plaza provided comment on the response time of the washing machine vendor(s).

Ms. Cooper stated that AHA would follow up with the respective vendor(s) and encouraged Mr. Telles to report all issues to the Community Director at Independence Plaza.

13. EXECUTIVE DIRECTOR'S COMMUNICATIONS

At the request of Ms. Cooper, AHA Interns Blaire Frett and Charlie Musoff introduced themselves and provided brief summaries of their professional and educational backgrounds, and the projects that that are currently assigned to at AHA.

Ms. Cooper stated that property tours and Brown Bag Sessions have begun, and additional tours/sessions are scheduled in the upcoming weeks. Both are open to the Board and staff members. Ms. Cooper requested that Board members wishing to attend either of these events please notify Joshua Altieri, Community Relations Manager.

Ms. Cooper recognized staff for their work and stated that effective July 1, 2023, AHA tenants and landlords will be subject to MTW regulations. To prepare for this transition Ms. Kiumarsi has been and will continue to host public outreach meetings; the schedule for these meetings can be found on the AHA website. AHA will also be transferring the last AHA managed property, Anne B. Diament (ABD), to FPI Management between Friday, June 30, 223 and Saturday, July 1, 2023. An ABD tenant meeting to discuss this transfer has been scheduled for Monday, June 26, 2023. Ms. Cooper also stated that AHA offices will be open on Monday, July 3, 2023, but closed on Tuesday, July 4, 2023.

14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Commissioner Hadid expressed gratitude to staff for excellent work.

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

Comments: N/A

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

Comments: N/A

17. ADJOURNMENT

Vice-Chair Tamaoki adjourned the meeting at 8:19 p.m.

____

Vanessa M. Cooper
Secretary and Executive Director

____

Kenji Tamaoki, Acting Chair
Board of Commissioners

Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: July 19, 2023

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

BACKGROUND

This memo is a high-level overview of Housing Programs Department (HPD) activities for the month of June 2023.

DISCUSSION

Office Hours Update

Effective July 10, 2023, our open office hours changed to 8:30 a.m. - 3:00 p.m. As the Housing Authority of the City of Alameda (AHA) transitions to the Moving to Work (MTW) model and HCV leasing efforts increase, we felt it would be important that staff be available to the public to service their ongoing needs. Staff will monitor the visitors to our office to determine the impact the increased hours have on the day-to day workflow.

Moving to Work (MTW) Online Recertification In-Person Process Update

As part of the MTW model, staff will begin an in- person triennial recertification process that will require all adult household members to come into the office to complete the recertification process. Though participants will continue to complete their recertification through the online portal, they will be required to meet in-person with their caseworker to complete the final phase of the process. The first in-person recertifications are set for July 19, 2023.

In addition, the in-person process will allow staff to assist participants needing assistance or training on how to complete an annual or interim certification through the online portal.

Supervisor Training

In the month of June, AHA hosted a Housing Choice Voucher supervisor training that was attended by Housing Program staff as well as staff from other neighboring PHA's. The training focused on communication, follow-up, and offered skills building tips to the staff that could be utilized in their day-to-day work.

FISCAL IMPACT
For report only, no fiscal impact.

CEQA
N/A

RECOMMENDATION
Accept the Monthly Overview Report for the Housing Programs Department.

ATTACHMENTS
1. Copy of 10-B Attachment 1 -HPD Performance

Respectfully submitted,

Lynette Jordan, Director of Housing Programs

Attachment 1 - Housing Programs Department Performance Report
Month June

Item	January	February	March	April	May	June	July	August	September	October	November	December	YTD
HAP spent for month	**$2,864,663**	**$ 2,848,820**	**$2,887,101**	**$ 2,851,934**	**$2,897,049**	**$2,911,566**							**$ 17,261,133**
Vouchers under lease at start of month	1530	1529	1535	1594	1620	1645							**n/a**
Vouchers issued during the month	4	10	45	16	13	6							**94**
New units leased in private market	5	1	3	1	2	7							**19**
New units leased in affordable market	7	5	5	8	7	10							**42**
Seeking vouchers	18	43	61	62	106	109							**399**
Port outs leased	0	1	1	0	1	1							**4**
Port ins leased	5	1	3	4	2	4							**19**
Annuals completed	129	130	181	122	197	162							**921**
Interims completed	54	24	38	35	40	24							**215**
Rent Increases completed	31	43	124	64	18	58							**338**
Inspections conducted	56	69	133	166	171	121							**716**
Inspections passed first time	37	18	65	66	64	40							**290**
Hearings requested	9	0	11	11	17	15							**63**
Hearings held	1	6	4	2	1	2						0	**16**
End of Participation *	9	5	4	3	3	1						0	**25**

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

Housing Authority of the City of Alameda

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To: Honorable Chair and Members of the Board of Commissioners

From: Lynelle Buckley-Broughton, Property Management Supervisor

Date: July 19, 2023

Re: Accept the Monthly Overview Report for Property Operations.

BACKGROUND

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

DISCUSSION

The attached table (Attachment 1) summarizes property performance of all sites including AHA and affiliate-owned sites.

This monthly report reflects May financials. During this period, AHA managed Anne B. Diament and FPI managed the remaining properties. AHA staff is closely monitoring rent reports, ledger updates and applicant intake, and monitoring for timely applicant approvals to fill vacancies.

As of July 1, 2023, FPI Management (FPI) has taken over all properties previously managed by AHA. Staff are working closely with FPI, Life Steps, and our residents to ensure all properties continue to have a smooth transition.

VACANCY

The attached table (Attachment 1) reflects twenty-two (22) vacancies out of six hundred eighty-six (686) units for all properties including: AHA owned and managed; affiliate owned; and third party managed by FPI, at the beginning of January, 2023. Staff are working diligently to fill these vacancies. Twenty-one (21) have move-ins scheduled, fifteen (15) are turned and ready for occupancy, and six (6) are to be filled once make-ready is complete.

Lease up coordination between AHA Property Management, FPI, and AHA Housing Programs continues 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 attached table (Attachment 1) provides the collection rate versus rent billed for all AHA owned and managed sites, affiliate owned sites, and sites managed by FPI.

The collection rate for Independence Plaza is 91.5% and is primarily due to four units pending legal action, as well as a number of residents that had difficulty paying rent in December, for which the delinquent balances rolled over into 2023. China Clipper is at 81.5%, Eagle Village is at 95%, Esperanza is at 75%, Little John Commons is at 84%, Parrot Village & Gardens is at 53%, Rosefield Village is at 87% and Scattered Sites is at 87%. These balances are primarily due to the units pending legal action and past due balances for residents affected by COVID-19. The eviction moratorium has been lifted as of April 30, 2023. All residents who have a balance of $25 or more have received a balance due notice and those with a balance of over $100 or more received a 30-day notice..

The total delinquency (unpaid rent) for the portfolio of current tenants is $1,050,263.00, which is cumulative rent that has been past due over the last two (2) plus years. All residents with a past due balance have been referred to LifeSTEPS for assistance. Property Management and LifeSTEPS continue to engage residents and encourage them to enter into a repayment agreement. There are still a significant number of residents that are not responsive to the notices and referrals.

RENT INCREASES
In October 2022, new payment standards were released, indicating a slight increase, which will allow increases to rents beginning in 2023. Generally, these rent increases to meet the new payment standard will not impact the subsidized residents' rent portion, as long as they are not over-housed.

SOCIAL SERVICES. LifeSTEPS has been providing aid to tenants and households and continues to link them to financial assistance service providers and other 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
The attached table (Attachment 1) shows the Maintenance Requests completed for the month of May 2023. All AHA maintenance employees have retired, with the exception of one who continues to work in facilities and assist, as needed.

FISCAL IMPACT
Report only, no financial impact.

CEQA
N/A

RECOMMENDATION
Accept the Monthly Overview Report for Property Operations.

ATTACHMENTS
1. Property Operations LBB Attachment 1 May, 2023

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

ATTACHMENT 1

Name	Owned by	Managed by	Total units	Senior or Family	Manager units	Gross Potential Rent	Tenant Rent Collected	Subsidy collected	Total Rent Collected	% collected	Total Deliquency
ent	AHHC	AHA	65	Senior	1	$113,360.00	$ 24,127	$ 88,662	$ 112,789	99.5%	$ 16,823
e Plaza	AAHC	AHA	186	Senior	1	$358,500.00	$ 137,821	$ 99,773	$ 237,594	91.5%	$ 79,802
	AHHC	JSCO	26	Family	1	$51,216.00	$ 22,242	$ 32,642	$ 54,884	81.5%	$ 28,252
	AAHC	JSCO	36	Family	1	$96,810.00	$ 18,945	$ 71,873	$ 90,818	95.0%	$ 4,976
	AAHC	JSCO	120	Family	1	$346,794.00	$ 110,820	$ 251,617	$ 362,437	75.0%	$ 325,554
ons	ICD	JSCO	20	Family	1	$49,102.00	$ 10,993	$ 34,148	$ 45,141	96.0%	$9,794.00
mons	ICD	JSCO	31	Senior	1	$36,189.00	$ 14,577	$ 17,275	$ 31,852	84.0%	$ 45,659
Gardens	AAHC/AHA	JSCO	58	Family	1	$172,370.00	$ 49,841	$ 110,372	$ 159,853	53.0%	$ 345,247
e	ICD	JSCO	92	Family	1	$160,874.00	$ 107,713	$ 54,042	$ 161,755	87.0%	$ 125,455
	AHA/AAHC	JSCO	52	Family	0	$103,240.00	$ 37,432	$ 60,927	$ 98,359	89.0%	$ 68,701
			686		9	$1,488,455.00	$ 534,511	$ 821,331	$ 1,355,482	85.0%	$ 1,050,263

May, 2023

Name	Owned by	Vacant units at end of period	Vacancy rate %	Units offline for rehab	Vacancy rate excluding offline units	Move ins scheduled in next month	Anticipated move outs next month	Maintenance requests completed	Evictions pending with legal
ent	AHHC	2	3.1%	0	3.1%	2	0	208	6
e Plaza	AAHC	6	3.2%	0	3.2%	6	2	150	4
	AHHC	0	0.0%	0	0.0%	0	0	7	0
	AAHC	1	2.8%	0	2.8%	1	0	10	0
	AAHC	3	2.5%	0	2.5%	3	1	87	2
ons	ICD	1	5.0%	0	5.0%	0	0	45	0
mons	ICD	0	0.0%	0	0.0%	0	0	40	0
Gardens	AAHC/AHA	7	14.0%	1	14.0%	7	0	66	3
e	ICD	2	2.2%	1	2.2%	2	0	16	0
	AHA/AAHC	0	0.0%	0	0.0%	0	0	52	0
		22	3.3%	2	3.3%	21	3	681	15

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: Sylvia Martinez, Director of Housing Development

Date: July 19, 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.

738 Eagle Fire Service

EBMUD completed its work for this fire service as of June 30, 2023. Staff has signed a contract with JHFitzmaurice (the original general contractors) to complete the remaining connection. The need for an additional permit was identified in June, and that submittal will be made in early July. It is hoped that the review process will not be lengthy and that the work can be completed before the end of July. A tenant has been identified for this unit.

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. The site has one unit on hold (see above). 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 underperformance by 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 payment plans. The payment plans require a significant initial repayment against the household's balance, and also that the household be current on monthly rent and the required monthly payment plan on their balance due. There are a handful of households who have been forwarded to legal review for action.

Stabilization and Conversion

The next major steps for the project are to achieve stabilization and 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 has been completed and was sent to all funders to review. It is anticipated that the conversion will occur in August 2023, before the September 1, 2023 deadline to utilize the interest rate lock. At that time, the construction loan will be paid off by investor proceeds and the permanent loan.

All funders agree that the interest rate lock, secured in August 2020 when rates were very low, is highly favorable to the project. However, the investor is not entirely satisfied with the three months of stabilization, which reflect the rent collection and vacancy issues described above, as well as some financial reporting issues from former property management, as well as the change in property management. As such, it is likely that the investor will require that the developer fee that is typically released at conversion be retained until stabilization is acceptable. This milestone may take until the end of 2023, due to the need for three consecutive months of sufficient income. Staff is confident that the changes in recent months, which include the end of the eviction moratorium, the ability to notice, communicate and reach out to households regarding their unpaid balance, the resulting dozen or more payment plans with households (which require being current on rent, as well as a significant downpayment on receivables), as well as the weekly oversight by AHA and property management will be sufficient to obtain the clear three months before the end of 2023. In addition, the voucher rents were increased in June and July of this year, and add a boost to the ability to show viability.

The cost certification shows cost savings from construction term proceeds of approximately $350,000. Per the County of Alameda loan documents, these construction cost savings are to be shared with the soft lenders, including the County, the City of Alameda, and the Housing Authority on a pro rata basis. Staff has discussed these repayments with the other public agencies.

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 avoid losing its interest rate lock and 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

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: Sepideh Kiumarsi, Management Analyst

Date: July 19, 2023

Re: Accept the LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through the Month of December 2022.

BACKGROUND

The portfolio includes eight Low Income Housing Tax Credit (LIHTC) Partnership properties: Breakers at Bayport, Shinsei Gardens, Park Alameda, Jack Capon Villa, Littlejohn Commons, Stargell Commons, Everett Commons, and Rosefield Village. The projects were built between 2006 and 2022 with a cumulative unit count of 347 units (86% family, 9% senior, and 5% special needs), of which 41% of the units are supported by a combination of various rental subsidy programs (Project-Based Voucher, Housing Choice Voucher, and Veterans Affairs Supportive Housing Voucher programs).

The Housing Authority of the City of Alameda (AHA) owns all the land, thus all partnerships include a land lease and AHA's role varies from Co-General Partner (Co-GP), General Partner (GP), to Special Limited Partner (Sp-LP). Island City Development (ICD) is the developer for Littlejohn Commons, Everett Commons, and Rosefield Village; ICD was the co-developer for Stargell Commons.

DISCUSSION

This memo provides an overview of the Low-Income Housing Tax Credit (LIHTC) partnership properties' fiscal year-to-date financial report through the month of December 2022. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes. Please note the properties' fiscal year-end is December 2022, and the figures used in this report may not match the audit.

Statements that apply to all properties:

Operating Revenue - Includes tenant receivables, rental subsidies, vacancy loss, laundry income, and interest on accounts.

Tenant Revenue - Amounts received by tenants for the tenants' portion of the rent

Operating Expense - Includes marketing, administrative, property management fees, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services.

Total Operating Income - Operating Revenue minus Operating Expense

Total Net Cash Flow will be distributed in accordance with the LPA, lender, and regulatory agreements.

Occupancy - as of December 31, 2022

<u>Breakers at Bayport- 459 Neptune Gardens Avenue</u>
Breakers at Bayport is a 52-unit Low Income Housing Tax Credit (LIHTC) development for families. Resources for Community Development (RCD) is the General Partner (GP) and the Limited Partner (LP). The Housing Authority of the City of Alameda (AHA) owns the land. John Stewart Company (JSCo) provided property management services during the time covered by this report. Operation Dignity provides resident services. The project was placed in service on March 29, 2006.

Unit matrix: 2-Bedrooms: 34 units and 3-Bedrooms: 18 units
Project-Based Vouchers: 15 units
Income and rent limits: 50%-60% AMI

- Operating Revenue is $1,109,564, which is 5.6% ($58,594) higher than budget
- Occupancy is 100% (0 vacant unit)
- Tenant Receivables are $557,960 and Subsidy Receivables are $556,680
- Operating Expenses are $578,445 which is 4.4% ($24,303) higher than budget
- Total Operating Income is $531,119, which is 6.9% ($34,291) higher than budget
- Mandatory hard debt service and reserve deposits are $182,674 and Debt Service Coverage Ratio is 2.91
- Total Net Cash Flow is $348,445

<u>Shinsei Gardens- 401 Willie Stargell Avenue</u>
Shinsei Gardens is a 39-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP, Operation Dignity is the Sp-LP, and National Equity Fund (NEF) is the LP. AHA owns the land, and also holds an Option/ Right of First Refusal. JSCo provided property management services during the time covered by this report. Operation Dignity also provides resident services. The project was placed in service on September 03, 2009.

Unit matrix: 1-Bedroom: 6 units, 2-Bedroom: 18 units, 3-Bedroom: 12 units, and 4-

Bedroom: 3 units
PBV: 21 units
Income and rent limits: 20%-60% AMI

- Operating Revenue is $888,836, which is 2.5% ($22,846) lower than budget
- Occupancy is 97% (1 vacant unit)
- Tenant Receivables are $400,968 and Subsidy Receivables are $521,707. Per RCD, high subsidy receivables are an accounting issue, where subsidy funds were received by the property but have not been applied to the appropriate ledgers. RCD is working to make all necessary adjustments to the ledgers.
- Operating Expenses are $439,783, which is 7.9% ($32,197) higher than budget
- Total Operating Income is $449,053, which is 10.9% ($55,042) lower than budget
- Mandatory hard debt service and reserve deposits are $260,501 and Debt Service Coverage Ratio is 1.72
- Total Net Cash Flow is $188,552

Park Alameda- 2428 Central Avenue

Park Alameda is a 62-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the managing Co-GP, AHA is the Co-GP, and Union Bank (UB) is the LP. AHA also holds an Option/ Right of First Refusal. JSCo provided property management services during the time covered by this report. Operation Dignity provides resident services. The project was placed in service on December 27, 2012.

Unit matrix: 0-Bedroom (studios): 61 units and 2-Bedroom: 1 unit
PBV: 15 units
Income and rent limits: 50%-120% AMI

- Operating Revenue is $760,081, which is 3.5% ($27,349) lower than budget
- Occupancy is 85.5% (9 vacant units)
- Tenant Receivables are $632,865 and Subsidy Receivables are $198,002
- Operating Expenses are $644,064, which is 4.4% ($27,047) higher than budget
- Total Operating Income is $116,017, which is 32% ($54,395) lower than budget
- Mandatory hard debt service and reserve deposit requirements are $31,930 and Debt Service Coverage Ratio is 3.63
- Total Net Cash Flow is $84,087

Stargell Commons- 2700 Bette Street

Stargell Commons is a 32-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP, Wells Fargo Bank (WFB) is the LP, and ICD is the Sp-LP. AHA holds an Option/ Right of First Refusal. JSCo provided property management services during the time covered by this report. Operation Dignity provides resident services. The project was built in May 2017.

Unit matrix: 1-Bedroom: 5 units, 2-Bedroom: 17 units, and 3-Bedroom: 10 units
PBV: 7 units
Income and rent limits: 30%-60% AMI

- Operating Revenue is $551,698, which is 3.6% ($20,408) lower than budget
- Occupancy is 97% (1 vacant unit)
- Tenant Receivables are $379,088 and Subsidy Receivables are $196,012
- Operating Expenses are $376,711, which is 5.1% ($18,270) lower than budget
- Total Operating Income is $174,987, which is 18% ($38,678) lower than budget
- Mandatory hard debt service and reserve deposits are $122,615 and Debt Service Coverage Ratio is 1.43
- Total Net Cash Flow is $52,372

<u>Jack Capon Villa- 2216 Lincoln Avenue</u>
Jack Capon Villa is a 19-unit Low Income Housing Tax Credit (LIHTC) development for Persons with Developmental Disabilities. Satellite Affordable Housing Associates (SAHA) is the managing Co-GP, AHA is the Co-GP, and Bank of America (BofA) is the LP. AHA also holds an Option/ Right of First Refusal. SAHA Property Management provides property management services. Housing Consortium East Bay (HCEB) provides resident services. The project was placed in service on January 09, 2014.

Unit matrix: 1-Bedroom: 16 units and 2-Bedroom: 3 units
PBV: 18 units
Income and rent limits: 50% AMI

- Operating Revenue is $407,715, which is 7.7% ($33,982) lower than budget
- Occupancy is 89% (2 vacant units)
- Tenant Receivables are $210,146 and Subsidy Receivables are $204,829
- Operating Expenses are $294,338, which is 26% ($103,211) lower than budget
- Total Operating Income is $113,377, which is 157% ($69,229) higher than budget
- Mandatory hard debt service and reserve deposits are $61,732 and Debt Service Coverage Ratio is 1.84
- Total Net Cash Flow is $51,645

The property budgeted conservatively without rent increases and included operating expenses that were not utilized, which explains the positive variance in total operating income.

Littlejohn Commons- 1301 Buena Vista Avenue

Littlejohn Commons is a 31-unit Low Income Housing Tax Credit (LIHTC) development for Seniors. ICD is the GP and NEF is the LP. ICD also holds an Option/Right of First Refusal. FPI Management provides property management services as of January 1, 2023. JSCo provided property management services during the time covered by this report. LifeSteps provides resident services. The project was placed in service on July 31, 2018.

Unit matrix: 1-Bedroom: 30 units and 2-Bedroom: 1 unit
PBV: 25 units
Income and rent limits: 30%-50% AMI

- Operating Revenue is $685,121, which is 1.2% ($8,566) lower than budget due to high vacancy loss
- Occupancy is 100% (0 vacant unit)
- Tenant Receivables are $159,412 and Subsidy Receivables are $534,271
- Operating Expenses are $328,162, which is 5.7% ($17,802) higher than budget
- Total Operating Income is $356,959, which is 6.9% ($26,368) lower than budget
- Mandatory hard debt service and reserve deposits are $286,448 and Debt Service Coverage Ratio is 1.25
- Total Net Cash Flow is $70,511

Staff is working with third-party property management to reduce variance, maximize revenue, and implement cost-saving strategies.

Everett Commons- 2437 Eagle Avenue

Everett Commons is a 20-unit Low Income Housing Tax Credit (LIHTC) development project for families. ICD is the GP and Enterprise is the LP. ICD also holds an Option/Right of First Refusal. FPI Management provides property management services as of January 1, 2023. JSCo provided property management services during the time covered by this report. LifeSteps provides resident services. The project was placed in service on December 17, 2018.

Unit matrix: 1-Bedroom: 4 units, 2-Bedroom: 11 units, and 3-Bedroom: 5 units
PBV: 12 units
VASH PBV: 5 units
Income and rent limits: 30%-60% AMI

- Operating Revenue is $579,911, which is 3.1% ($17,572) higher than budget
- Occupancy is 95% (1 vacant unit)
- Tenant Receivables are $136,194 and Subsidy Receivables are $451,882
- Operating Expenses are $303,123, which is 20% ($50,051) higher than budget, due to sewer service charges and property insurance expenses from the

previous year, plumbing expenses from the previous year, and unit replacement expenses.

- Total Operating Income is $276,788, which is 11% ($32,479) lower than budget.
- Mandatory hard debt service and reserve deposits are $218,887 and Debt Service Coverage Ratio is 1.26
- Total Net Cash Flow is $57,901

Staff is working with third-party property management to reduce variance, maximize revenue, implement cost-saving strategies, deliver clean financials, and timely pay invoices.

<u>Rosefield Village – 727 Buena Vista Avenue</u>
Rosefield Village is a 92-unit Low Income Housing Tax Credit (LIHTC) development project for families. ICD is the General Partner and Eagle is the Legal Partner. FPI Management provides property management services as of January 1, 2023. JSCo provided property management services during the time covered by this report. LifeSteps provides resident services. The project was placed in service on May 26, 2022.

Unit matrix: 0-Bedroom (studios): 7 units, 1-Bedroom: 35 units, 2-Bedroom: 27 units, and 3-Bedroom: 23 unit
PBV: 23 units
Income and rent limits: 20%-80% AMI

- Operating Revenue is $685,895, which is 28% ($264,319) lower than budget due to the fact that most units did not begin leasing until October 2022 and, as such, vacancy loss was higher than expected and revenue was lower than budgeted. Note due to the stabilization period, some of these figures including receivables and NOI have subsequently improved.
- Occupancy is 99% (1 vacant unit)
- Tenant Receivables are $891,135 and Subsidy Receivables are $229,480
- Operating Expenses are $471,548 which is 5% (20,525) higher than budget
- Total Operating Income is $214,347, which is 57% ($284,844) lower than budget
- Mandatory hard debt service and reserve deposits are $678,810 and Debt Service Coverage Ratio is 0.32
- Total Net Cash Flow is -$464,463

Overall, the portfolio is performing strongly and stabilized. Almost all of the assets are able to fulfill mandatory hard debt service and deposit reserves with a debt service coverage ratio averaging at 1.21, ranging from 0.32 to 3.63. Also, almost all assets produce surplus cash/ residual receipts for distribution.

<u>FISCAL IMPACT</u>

None

CEQA
N/A

RECOMMENDATION
Accept the LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through the Month of December 2022.

ATTACHMENTS
1. LIHTC Portfolio Asset Management Fiscal Year to Date Report through December 2022

Respectfully submitted,

Sepideh Kiumarsi

Sepideh Kiumarsi, Management Analyst

	Breakers at Bayport			
	Budget	**Actual**	**Variance (%)**	**PUPY**
Rental Revenue	$ 532,884	$ 557,960	4.7%	$ 10,730.00
Subsidy Revenue	$ 533,874	$ 556,680	4.3%	$ 10,705.38
Vacancy Loss	$ (15,996)	$ (12,366)	-22.7%	$ (237.81)
Other Income	$ 208	$ 7,290	3404.8%	$ 140.19
Effective Gross Income	$ 1,050,970	$ 1,109,564	5.6%	$ 21,337.77
Administrative and Marketing	$ 50,653	$ 103,059	103%	$ 1,982
Property Management Fee	$ 43,680	$ 43,680	0%	$ 840
Payroll, Benefits, Taxes	$ 128,926	$ 101,390	-21%	$ 1,950
Utilities	$ 92,714	$ 92,377	0%	$ 1,776
Operating and Maintenance	$ 119,083	$ 125,438	5%	$ 2,412
Taxes and Insurance	$ 108,786	$ 102,501	-6%	$ 1,971
Resident services	$ 10,300	$ 10,000	-3%	$ 192
Total Operating Expense	$ 554,142	$ 578,445	4.4%	$ 11,124
Net Operating Income	$ 496,828	$ 531,119	6.9%	$ 10,213.83
		$ 34,291		
Debt Service, Reserve Deposits, Lease	$ 182,337	$ 182,674	0%	$ 3,512.96
Net cash flow	$ 314,491	$ 348,445	11%	$ 6,700.87
Debt Service Coverage Ratio	2.72	2.91	7%	
Operating Expense PUPY	$ 10,657	$ 11,124	4%	
Operating Expense PUPM	$ 888	$ 927	4%	

	Shinsei Gardens			
	Budget	Actual	Variance (%)	PUPY
Rental Revenue	$ 356,473	$ 400,968	12%	$ 10,281.23
Subsidy Revenue	$ 563,072	$ 521,707	-7%	$ 13,377.10
Vacancy Loss	$ (12,760)	$ (38,736)	204%	$ (993.23)
Other Income	$ 4,897	$ 4,897	0%	$ 125.56
Effective Gross Income	$ 911,682	$ 888,836	-2.5%	$ 22,790.67
Administrative and Marketing	$ 44,939	$ 65,725	46%	$ 1,685.26
Property Management Fee	$ 32,292	$ 32,292	0%	$ 828.00
Payroll, Benefits, Taxes	$ 94,342	$ 63,461	-33%	$ 1,627.21
Utilities	$ 68,072	$ 75,031	10%	$ 1,923.87
Operating and Maintenance	$ 85,389	$ 107,868	26%	$ 2,765.85
Taxes and Insurance	$ 56,978	$ 70,173	23%	$ 1,799.31
Resident services	$ 25,575	$ 25,233	-1%	$ 647.00
Total Operating Expense	$ 407,586	$ 439,783	7.9%	$ 11,276.49
Net Operating Income	$ 504,095	$ 449,053	-10.9%	$ 11,514.18
		$ (55,042)		
Debt Service, Reserve Deposits, Lease	$ 257,465	$ 260,501	1%	$ 6,679.51
Net cash flow	$ 246,630	$ 188,552	-24%	$ 4,834.67
Debt Service Coverage Ratio	1.96	1.72	-12%	
Operating Expense PUPY	$ 10,451	$ 11,276	8%	
Operating Expense PUPM	$ 871	$ 940	8%	

	Park Alameda			
	Budget	**Actual**	**Variance (%)**	**PUPY**
Rental Revenue	$ 503,730	$ 632,865	26%	$ 10,207.50
Subsidy Revenue	$ 297,507	$ 198,002	-33%	$ 3,193.58
Vacancy Loss	$ (20,537)	$ (84,137)	310%	$ (1,357.05)
Other Income	$ 6,730	$ 13,351	98%	$ 215.34
Effective Gross Income	$ 787,430	$ 760,081	-3.5%	$ 12,259.37
Administrative and Marketing	$ 120,765	$ 124,660	3%	$ 2,010.65
Property Management Fee	$ 52,080	$ 52,080	0%	$ 840.00
Payroll, Benefits, Taxes	$ 120,215	$ 104,404	-13%	$ 1,683.94
Utilities	$ 72,235	$ 79,773	10%	$ 1,286.66
Operating and Maintenance	$ 85,184	$ 122,746	44%	$ 1,979.77
Taxes and Insurance	$ 93,116	$ 89,883	-3%	$ 1,449.73
Resident services	$ 73,422	$ 70,518	-4%	$ 1,137.39
Total Operating Expense	$ 617,017	$ 644,064	4.4%	$ 10,388.13
Net Operating Income	$ 170,412	$ 116,017	-32%	$ 1,871.24
		$ (54,395)		
Debt Service, Reserve Deposits, Lease	$ 31,932	$ 31,930	0%	$ 515.00
Net cash flow	$ 138,480	$ 84,087	-39%	$ 1,356.24
Debt Service Coverage Ratio	5.34	3.63	-32%	
Operating Expense PUPY	$ 9,952	$ 10,388	4%	
Operating Expense PUPM	$ 829	$ 866	4%	

	Stargell Commons			
	Budget	**Actual**	**Variance (%)**	**PUPY**
Rental Revenue	$ 329,264	$ 379,088	15%	$ 11,846.50
Subsidy Revenue	$ 245,947	$ 196,012	-20%	$ 6,125.38
Vacancy Loss	$ (9,105)	$ (33,602)	269%	$ (1,050.06)
Other Income	$ 6,000	$ 10,200	70%	$ 318.75
Effective Gross Income	$ 572,106	$ 551,698	-3.6%	$ 17,240.56
Administrative and Marketing	$ 36,352	$ 59,767	64%	$ 1,867.72
Property Management Fee	$ 26,880	$ 26,880	0%	$ 840.00
Payroll, Benefits, Taxes	$ 74,848	$ 65,591	-12%	$ 2,049.72
Utilities	$ 45,854	$ 52,003	13%	$ 1,625.09
Operating and Maintenance	$ 64,034	$ 75,514	18%	$ 2,359.81
Taxes and Insurance	$ 71,477	$ 65,238	-9%	$ 2,038.69
Resident services	$ 38,996	$ 31,718	-19%	$ 991.19
Total Operating Expense	$ 358,441	$ 376,711	5.1%	$ 11,772.22
Net Operating Income	$ 213,665	$ 174,987	-18%	$ 5,468.34
		$ (38,678)		
Debt Service, Reserve Deposits, Lease	$ 111,408	$ 122,615	10%	$ 3,831.72
Net cash flow	$ 97,722	$ 52,372	-46%	$ 1,636.63
Debt Service Coverage Ratio	1.84	1.43	-22%	
Operating Expense PUPY	$ 11,201	$ 11,772	5%	
Operating Expense PUPM	$ 933	$ 981	5%	

	Jack Capon Villa			
	Budget	**Actual**	**Variance (%)**	**PUPY**
Rental Revenue	$ 86,328	$ 210,146	143%	$ 11,060.32
Subsidy Revenue	$ 366,792	$ 204,829	-44%	$ 10,780.47
Vacancy Loss	$ (13,594)	$ (13,594)	0%	$ (715.47)
Other Income	$ 2,171	$ 6,334	192%	$ 333.37
Effective Gross Income	$ 441,697	$ 407,715	-7.7%	$ 21,458.68
Administrative and Marketing	$ 61,449	$ 15,125	-75%	$ 796.05
Property Management Fee	$ 15,960	$ 15,960	0%	$ 840.00
Payroll, Benefits, Taxes	$ 36,809	$ 41,277	12%	$ 2,172.47
Utilities	$ 24,173	$ 28,657	19%	$ 1,508.26
Operating and Maintenance	$ 158,218	$ 102,595	-35%	$ 5,399.74
Taxes and Insurance	$ 31,931	$ 28,920	-9%	$ 1,522.11
Resident services	$ 69,009	$ 61,804	-10%	$ 3,252.84
Total Operating Expense	$ 397,549	$ 294,338	-26%	$ 15,491.47
Net Operating Income	$ 44,148	$ 113,377	157%	$ 5,967.21
Debt Service, Reserve Deposits, Lease	$ 61,732	$ 61,732	0%	$ 3,249.05
Net cash flow	$ (17,584)	$ 51,645	-394%	$ 2,718.16
Debt Service Coverage Ratio	0.72	1.84	155%	
Operating Expense PUPY	$ 20,924	$ 15,491	-26%	
Operating Expense PUPM	$ 1,744	$ 1,291	-26%	

	Littlejohn Commons			
	Budget	**Actual**	**Variance (%)**	**PUPY**
Rental Revenue	$ 154,574	$ 159,412	3%	$ 5,142.32
Subsidy Revenue	$ 545,168	$ 534,271	-2%	$ 17,234.55
Vacancy Loss	$ (7,113)	$ (9,483)	33%	$ (305.90)
Other Income	$ 1,058	$ 921	-13%	$ 29.71
Effective Gross Income	$ 693,687	$ 685,121	-1.2%	$ 22,100.68
Administrative and Marketing	$ 35,804	$ 28,936	-19%	$ 933.42
Property Management Fee	$ 27,705	$ 25,040	-10%	$ 807.74
Payroll, Benefits, Taxes	$ 114,752	$ 114,693	0%	$ 3,699.77
Utilities	$ 22,138	$ 21,435	-3%	$ 691.45
Operating and Maintenance	$ 46,795	$ 58,020	24%	$ 1,871.61
Taxes and Insurance	$ 42,901	$ 60,268	40%	$ 1,944.13
Resident services	$ 20,265	$ 19,770	-2%	$ 637.74
Total Operating Expense	$ 310,360	$ 328,162	5.7%	$ 10,585.87
Net Operating Income	$ 383,327	$ 356,959	-7%	$ 11,514.81
		$ (26,368)		
Debt Service, Reserve Deposits, Lease	$ 252,005	$ 286,448	14%	$ 9,240.26
Net cash flow	$ 131,323	$ 70,511	-46%	$ 2,274.55
Debt Service Coverage Ratio	1.52	1.25	-18%	
Operating Expense PUPY	$ 10,012	$ 10,586	6%	
Operating Expense PUPM	$ 834	$ 882	6%	

	Everett Commons			
	Budget	**Actual**	**Variance (%)**	**PUPY**
Rental Revenue	$ 136,503	$ 136,194	0%	$ 6,809.70
Subsidy Revenue	$ 422,611	$ 451,882	7%	$ 22,594.10
Vacancy Loss	$ (1,066)	$ (10,495)	885%	$ (524.75)
Other Income	$ 4,291	$ 2,330	-46%	$ 116.50
Effective Gross Income	$ 562,339	$ 579,911	3.1%	$ 28,995.55
Administrative and Marketing	$ 29,083	$ 27,873	-4%	$ 1,393.65
Property Management Fee	$ 16,741	$ 16,693	0%	$ 834.65
Payroll, Benefits, Taxes	$ 89,478	$ 68,841	-23%	$ 3,442.05
Utilities	$ 10,273	$ 19,283	88%	$ 964.15
Operating and Maintenance	$ 28,773	$ 81,328	183%	$ 4,066.40
Taxes and Insurance	$ 31,672	$ 39,503	25%	$ 1,975.15
Resident services	$ 47,052	$ 49,602	5%	$ 2,480.10
Total Operating Expense	$ 253,072	$ 303,123	20%	$ 15,156.15
Net Operating Income	$ 309,267	$ 276,788	-11%	$ 13,839.40
		$ (32,479)		
Debt Service, Reserve Deposits, Lease	$ 227,916	$ 218,887	-4%	$ 10,944.35
Net cash flow	$ 75,764	$ 57,901	-24%	$ 2,895.05
Debt Service Coverage Ratio	1.32	1.26	-4%	
Operating Expense PUPY	$ 12,654	$ 15,156	20%	
Operating Expense PUPM	$ 1,054	$ 1,263	20%	

	Rosefield			
	Budget	**Actual**	**Variance (%)**	**PUPY**
Rental Revenue	$ 747,491	$ 891,135	19%	$ 9,686.25
Subsidy Revenue	$ 221,605	$ 229,480	4%	$ 2,494.35
Vacancy Loss	$ (19,382)	$ (441,366)	2177%	$ (4,797.46)
Other Income	$ 500	$ 6,646	1229%	$ 72.24
Effective Gross Income	$ 950,214	$ 685,895	-28%	$ 7,455.38
Administrative and Marketing	$ 69,061	$ 58,699	-15%	$ 638.03
Property Management Fee	$ 33,257	$ 28,242	-15%	$ 306.98
Payroll, Benefits, Taxes	$ 77,519	$ 94,562	22%	$ 1,027.85
Utilities	$ 70,322	$ 86,389	23%	$ 939.01
Operating and Maintenance	$ 72,075	$ 87,391	21%	$ 949.90
Taxes and Insurance	$ 79,289	$ 50,906	-36%	$ 553.33
Resident services	$ 49,500	$ 65,359	32%	$ 710.42
Total Operating Expense	$ 451,023	$ 471,548	5%	$ 5,125.52
Net Operating Income	$ 499,191	$ 214,347	-57%	$ 2,329.86
Debt Service, Reserve Deposits, Lease	$ 678,810	$ 678,810	0%	$ 7,378.37
Net cash flow	$ (179,619)	$ (464,463)	159%	$ (5,048.51)
Debt Service Coverage Ratio	0.74	0.32	-57%	
Operating Expense PUPY	$ 4,902.43	$ 5,125.52	5%	
Operating Expense PUPM	$ 408.54	$ 427.13	5%	

	LIHTC Portfolio		
	Budget	**Actual**	**Variance (%)**
Rental Revenue	$ 2,847,247	$ 3,367,768	$ 520,521
Subsidy Revenue	$ 3,196,576	$ 2,892,863	$ (303,713)
Vacancy Loss	$ (99,553)	$ (643,779)	$ (544,226)
Other Income	$ 25,855	$ 51,969	$ 26,114
Effective Gross Income	$ 5,970,125	$ 5,668,821	$ (301,304)
Administrative and Marketing	$ 448,106	$ 483,844	$ 35,738
Property Management Fee	$ 248,595	$ 240,867	$ (7,728)
Payroll, Benefits, Taxes	$ 736,889	$ 654,219	$ (82,670)
Utilities	$ 405,781	$ 454,948	$ 49,167
Operating and Maintenance	$ 659,551	$ 760,900	$ 101,349
Taxes and Insurance	$ 516,150	$ 507,392	$ (8,758)
Resident services	$ 334,119	$ 334,004	$ (115)
Total Operating Expense	$ 3,349,190	$ 3,436,174	$ 86,984
Net Operating Income	$ 2,620,933	$ 2,232,647	$ (388,286)
Debt Service, Reserve Deposits, Lease	$ 1,803,605	$ 1,843,597	$ 39,992
Net cash flow	$ 807,207	$ 389,050	$ (418,157)
Debt Service Coverage Ratio	1.45	1.21	
Operating Expense PUPY	$ 9,652	$ 9,903	
Operating Expense PUPM	$ 804	$ 825	

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:	Sepideh Kiumarsi, Management Analyst
Date:	July 19, 2023
Re:	Accept the AHA/ AAHC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of December 2022.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) and the Alameda Affordable Housing Corporation (AAHC) hold a portfolio of affordable housing stock. The cumulative unit count is 542 units, of which 47% house seniors and 53% house families. Most of the units are supported by Project-Based Voucher and Housing Choice Voucher rental subsidy programs and do not have hard debt.

AAHC's portfolio includes Anne B. Diament Plaza (65 units), Independence Plaza (186 units), China Clipper Plaza (26 units), Eagle Village (36 units), Parrot Village (50 units), Esperanza (120 units), and Scattered Sites 2 - Lincoln Willow (5 units), Stanford House (4 units), and Pulte Homes (17 of planned 18 units).

AHA's portfolio includes Parrot Gardens (8 units) and Scattered Sites 1- Condos (7 units), Mulberry Homes (4 units), Paru House (1 unit), Lincoln House (4 units), and Sherman House (9 units).

For the months of July 2022 to December 2022, the property management duties were contracted to the John Stewart Company, with the exception of Anne B. Diament and Independence Plaza, which were managed by AHA. The resident services were contracted to LifeSTEPS.

DISCUSSION

This memo provides an overview of the AHA/ AAHC portfolio asset management fiscal year-to-date financial report through the month of December 2022. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes. Please note the properties' fiscal year end is June 2023, and the figures used in this report may change and not match the audit.

With the exception of Anne B. Diament and Independence Plaza, which were managed by the AHA, the other properties in this portfolio faced challenges with the property management company in several regards. In terms of Operating Revenue, there were many outstanding vacant units that were not actively being filled, which resulted in high vacancy loss costs. Rent changes were also not sent in a timely manner and, as such, the tenant revenue and subsidy revenue does not cover the full receivable amount the property should have received. In regards to the Operating Expenses, the properties were short-staffed for some time, so other staff had to work overtime and temporary help had to be utilized, which increased payroll costs. There were also other issues related to flooding which caused damage at China Clipper, Parrot Village, and Parrot Gardens, which increased operating and maintenance costs for those properties.

Statements that apply to all properties:

- Operating Revenue - Includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts.
- Tenant Receivables - Amounts received by tenants; however, Property Management and Resident Services assist residents with applying for assistance and repayment agreements.
- Operating Expense - Includes marketing, administrative, property management fees, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services.
- Total Operating Income - Operating Revenue minus Operating Expense.
- Total Net Cash Flow will be distributed in accordance with the lender and regulatory agreements.
- Occupancy rate is of December 31, 2023.

Anne B Diament Plaza (65 units)

- Operating Revenue is $667,698, which is 1% ($6,661) lower than budget.
- Occupancy is 98% (1 vacant unit).
- Tenant Revenue is $163,165 and Subsidy Revenue is $503,893.
- Operating Expenses are $465,607, which is 20% (113,882) lower than budget due to lower payroll and administrative costs as a result of vacant positions.
- Total Operating Income is $202,091, which is 113% ($107,221) higher than budget due to minimal unit turns and vacant maintenance positions due to retirements. These positions will not be refilled.
- Mandatory hard debt service and reserve deposit requirements are $0.
- Total Net Cash Flow is $202,091.

Independence Plaza (186 units)

- Operating Revenue is $5,574,231, which is 1% ($38,153) higher than budget due to increasing the number of housing choice vouchers at the property, increasing the rent limit to 70% AMI, and fewer vacant units than expected.

- Occupancy is 99% (2 vacant units).
- Tenant Revenue is $1,660,546 and Subsidy Revenue is $1,056,081.
- There is also $2,898,365 in other income, of which $2,886,976 is from the CIC Subsidy from the City of Alameda.
- Operating Expenses are $2,976,525, which is 15% ($518,877) lower than budget due to minimal turnover, vacant maintenance positions due to retirement that will not be refilled, and a vacant assistant manager position.
- Total Operating Income is $2,597,706, which is 27% ($557,030) higher than budget and is directly tied to the increase in revenue and significant decrease in expenses. These additional funds will help cover capital work planned in the following fiscal year.
- Mandatory hard debt service and reserve deposit requirements are $388,548 and Debt Service Coverage Ratio is 6.69.
- Total Net Cash Flow is $2,209,158.

China Clipper Plaza (26 units)

- Operating Revenue is $271,201, which is 20% ($67,066) lower than budget revenue, which is a result of: not receiving timely rent increases, reduced rents from units that were turned, and one long standing vacant unit that was used to temporarily house a resident while repairs were being completed on their original unit due to water damage.
- Occupancy is 96% (1 vacant unit).
- Tenant Revenue is $88,713 and Subsidy Revenue is 208,783.
- Operating Expenses are $225,682, which is 71% ($93,642) higher than budget, which is directly related to the repairs that were needed to address the extensive water damage at the unit that had extensive water damage.
- Total Operating Income is $45,519, which is 78% ($160,709) lower than budget.
- Mandatory hard debt service and reserve deposit requirements are $0.
- Total Net Cash Flow is $45,519.

Eagle Village (36 units)

- Operating Revenue is $540,611, which is 11% ($64,940) lower than budget, which is directly related to lower than anticipated rents and a long-standing unit in the legal process where no rent was collected.
- Occupancy is 100% (0 vacant unit).
- Tenant Revenue is $167,093 and Subsidy Revenue is $415,338.
- Operating Expenses are $346,988, which is 34% ($88,828) higher than budget due to increased sewer expenses, replacement of all carbon monoxide/smoke detectors on the property, and heating and plumbing repairs.
- Total Operating Income is $193,623, which is 44% ($153,798) lower than budget.
- Mandatory hard debt service and reserve deposit requirements are $52,476 and Debt Service Coverage Ratio is 3.69.

- Total Net Cash Flow is $141,147.

<u>Parrot Village (50 units)</u>

- Operating Revenue is $827,839, which is 9% ($79,125) lower than budget as a result of not receiving timely rent increases, reduced rents on units that were turned, multiple units in the legal process and long standing vacant units.
- Occupancy is 96% (2 vacant units).
- Tenant Revenue is $239,636 and Subsidy Revenue is $687,506.
- Operating Expenses are $637,810, which is 30% ($148,634) higher than budget; this is primarily due to increases in trash, sewer and insurance costs as well as heating and plumbing issues throughout the property. The plumbing issues have been addressed in the upcoming budget by planning to hydro-jet the lines twice a year.
- Total Operating Income is $190,029, which is 55% ($227,758) lower than budget.
- Mandatory hard debt service and reserve deposit requirements are $75,565 and Debt Service Coverage Ratio is 2.51.
- Total Net Cash Flow is $114,464.

<u>Parrot Gardens (8 units)</u>

- Operating Revenue is $110,426, which is 2% ($1,685) higher than budget.
- Occupancy is 100% (0 vacant unit).
- Tenant Revenue is $61,014 and Subsidy Revenue is $44,395.
- Operating Expenses are $113,638, which is 23% ($20,940) higher than budget, which is primarily due to accounting errors such as the incorrect entry of resident services which are constant and accounted for in the budget and as such should not vary greatly throughout the year.
- Total Operating Income is -$3,212, which is 120% ($19,255) lower than budget.
- Mandatory hard debt service and reserve deposit requirements are $0.
- Total Net Cash Flow is -$3,212.

<u>Esperanza (120 units)</u>

- Operating Revenue is $2,092,950, which is 4% ($81,833) lower than budget.
- Occupancy is 96% (5 vacant units).
- Tenant Revenue is $649,995 and Subsidy Revenue is $1,551,541.
- Operating Expenses are $1,459,347, which is 47% ($469,898) higher than budget, which is primarily due to increased trash removal and security services (such as upgrades to include cameras, signage and bollard installation) needed due to dumping throughout property, plumbing expenses, and appliance replacements.
- Total Operating Income is $633,603, which is 38% ($388,065) lower than budget.

- Mandatory hard debt service and reserve deposit requirements are $987,746 and Debt Service Coverage Ratio is 0.64.
- Total Net Cash Flow is -$354,143.

Scattered Sites (51 units)

- Operating Revenue is $639,668, which is 61% ($241,632) higher than budget due primarily to 5 new units from the Pulte Home complex that were brought online.
- Occupancy is 96% (2 vacant units).
- Tenant Revenue is $229,669 and Subsidy Revenue is $439,439.
- Operating Expenses are $561,689, which is 109% ($292,312) higher than budget; this is partially due to the additional costs for the additional Pulte units, which includes HOA fees, and other expenses such as utility and operating costs that were not accounted for in the budget.
- Total Operating Income is $77,979, which is 39% ($50,680) lower than budget.
- Mandatory hard debt service and reserve deposit requirements are $7,700 and Debt Service Coverage Ratio is 10.13.
- Total Net Cash Flow is $70,279.

Across the entire portfolio, the Total Operating Revenue is $10,724,625, the Total Operating Expense is $6,787,286, the Total Operating Income is $3,937,339, and the Total Net Cash Flow is $2,425,304, which will be distributed per the seller carry notes and loan and regulatory agreements.

FISCAL IMPACT

None

CEQA

N/A

RECOMMENDATION

Accept the AHA/ AAHC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of December 2022.

ATTACHMENTS

1. AHA/AAHC Portfolio Asset Management Fiscal Year to Date Report through December 2022

Respectfully submitted,

Sepideh Kiumarsi

Sepideh Kiumarsi, Management Analyst

Anne B. Diament					
	Actual	**Budget**	**Difference ($)**	**Percent Change**	**PUPY**
Rental Revenue	$ 163,165	$ 148,854	$ 14,311	10%	$ 2,510
Subsidy Revenue	$ 503,893	$ 544,506	$ (40,613)	-7%	$ 7,752
Vacancy Loss	$ -	$ (20,801)	$ 20,801	-100%	$ -
Other Income	$ 640	$ 1,800	$ (1,160)	-64%	$ 10
Total Operating Revenue	**$ 667,698**	**$ 674,359**	$ (6,661)	**-1%**	$ 10,272
Administrative and Marketing	$ 56,837	$ 108,058	$ (51,221)	-47%	$ 874
Property Management Fee	$ -	$ -	$ -	0%	$ -
Payroll, Benefits, Taxes	$ 143,510	$ 217,044	$ (73,534)	-34%	$ 2,208
Utilities	$ 55,935	$ 51,151	$ 4,785	9%	$ 861
Operating and Maintenance	$ 133,249	$ 118,881	$ 14,368	12%	$ 2,050
Taxes and Insurance	$ 24,722	$ 25,440	$ (717)	-3%	$ 380
Resident Services	$ 51,354	$ 58,918	$ (7,564)	-13%	$ 790
Total Operating Expenses	**$ 465,607**	**$ 579,490**	$ (113,882)	**-20%**	$ 7,163
Total Operating Income	**$ 202,091**	**$ 94,869**	**$ 107,222**	**113%**	$ 3,109
Debt Service, Reserve Deposit					
Net Cash Flow	**$ 202,091**	**$ 94,869**	**$ 107,222**	**113%**	$ 3,109
Debt Service Coverage Ratio	**$ -**	**$ -**	**$ -**		
Operating Expense PUPY	**$ 7,163**	**$ 8,915**	**$ (1,752)**	**-20%**	
Operating Expense PUPM	**$ 597**	**$ 743**	**$ (146)**	**-20%**	
Number of Units					
65					

Independence Plaza					
	Actual	**Budget**	**Difference ($)**	**Percent Change**	**PUPY**
Rental Revenue	$ 1,660,546	$ 1,692,446	$ (31,900)	-2%	$ 8,928
Subsidy Revenue	$ 1,056,081	$ 1,024,979	$ 31,102	3%	$ 5,678
Vacancy Loss	$ (40,762)	$ (81,523)	$ 40,761	-50%	$ (219)
Other Income	$ 2,898,365	$ 2,900,176	$ (1,811)	0%	$ 15,583
Total Operating Revenue	**$ 5,574,231**	**$ 5,536,078**	**$ 38,153**	**1%**	$ 29,969
Administrative and Marketing	$ 417,570	$ 541,292	$ (123,722)	-23%	$ 2,245
Property Management Fee	$ -	$ -	$ -		
Payroll, Benefits, Taxes	$ 1,025,646	$ 1,237,954	$ (212,308)	-17%	$ 5,514
Utilities	$ 302,410	$ 330,893	$ (28,483)	-9%	$ 1,626
Operating and Maintenance	$ 720,831	$ 847,794	$ (126,963)	-15%	$ 3,875
Taxes and Insurance	$ 263,101	$ 265,527	$ (2,426)	-1%	$ 1,415
Resident Services	$ 246,967	$ 271,942	$ (24,975)	-9%	$ 1,328
Total Operating Expenses	**$ 2,976,525**	**$ 3,495,402**	**$ (518,877)**	**-15%**	$ 16,003
Total Operating Income	**$ 2,597,706**	**$ 2,040,676**	**$ 557,030**	**27%**	$ 13,966
Debt Service, Reserve Deposit	**$ 388,548**	**$ 388,548**	**$ 0**	**0%**	$ 2,089
Net Cash Flow	**$ 2,209,158**	**$ 1,652,128**	**$ 557,030**	**34%**	$ 11,877
Debt Service Coverage Ratio	**6.69**	**5.25**	**1.43**	**27%**	
Operating Expense PUPY	**$ 16,003**	**$ 18,792**	**$ (2,790)**	**-15%**	
Operating Expense PUPM	**$ 1,334**	**$ 1,566**	**$ (232)**	**-15%**	

Number of Units

186

China Clipper					
	Actual	**Budget**	**Difference ($)**	**Percent Change**	**PUPY**
Rental Revenue	$ 88,713	$ 90,421	$ (1,708)	-2%	$ 3,412
Subsidy Revenue	$ 208,783	$ 254,477	$ (45,694)	-18%	$ 8,030
Vacancy Loss	$ (27,003)	$ (6,898)	$ (20,105)	291%	$ (1,039)
Other Income	$ 708	$ 268	$ 440	165%	$ 27
Total Operating Revenue	**$ 271,201**	**$ 338,267**	$ (67,066)	**-20%**	$ 10,431
Administrative and Marketing	$ 10,897	$ 21,925	$ (11,028)	-50%	$ 419
Property Management Fee	$ 10,549	$ 11,727	$ (1,177)	-10%	$ 406
Payroll, Benefits, Taxes	$ 48,265	$ 23,134	$ 25,131	109%	$ 1,856
Utilities	$ 37,683	$ 11,151	$ 26,532	238%	$ 1,449
Operating and Maintenance	$ 75,086	$ 39,984	$ 35,102	88%	$ 2,888
Taxes and Insurance	$ 28,416	$ 18,016	$ 10,400	58%	$ 1,093
Resident Services	$ 14,787	$ 6,104	$ 8,683	142%	$ 569
Total Operating Expenses	**$ 225,682**	**$ 132,040**	$ 93,642	**71%**	$ 8,680
Total Operating Income	**$ 45,519**	**$ 206,227**	**$ (160,708)**	**-78%**	$ 1,751
Debt Service, Reserve Deposit					
Net Cash Flow	**$ 45,519**	**$ 206,227**	**$ (160,708)**	**-78%**	$ 1,751
Debt Service Coverage Ratio					
Operating Expense PUPY	**$ 8,680**	**$ 5,078**	**$ 3,602**	**71%**	
Operating Expense PUPM	**$ 723**	**$ 423**	**$ 300**	**71%**	
Number of Units					
26					

Eagle Village					
	Actual	**Budget**	**Difference ($)**	**Percent Change**	**PUPY**
Rental Revenue	$ 167,093	$ 145,384	$ 21,710	15%	$ 4,641
Subsidy Revenue	$ 415,338	$ 472,525	$ (57,187)	-12%	$ 11,537
Vacancy Loss	$ (41,820)	$ (12,358)	$ (29,462)	238%	$ (1,162)
Other Income	$ -	$ -	$ -		$ -
Total Operating Revenue	**$ 540,611**	**$ 605,551**	$ (64,940)	**-11%**	$ 15,017
Administrative and Marketing	$ 17,255	$ 23,448	$ (6,193)	-26%	$ 479
Property Management Fee	$ 17,830	$ 18,538	$ (707)	-4%	$ 495
Payroll, Benefits, Taxes	$ 86,367	$ 32,265	$ 54,102	168%	$ 2,399
Utilities	$ 53,620	$ 24,004	$ 29,616	123%	$ 1,489
Operating and Maintenance	$ 55,280	$ 54,798	$ 482	1%	$ 1,536
Taxes and Insurance	$ 70,588	$ 84,940	$ (14,351)	-17%	$ 1,961
Resident Services	$ 46,048	$ 20,168	$ 25,880	128%	$ 1,279
Total Operating Expenses	**$ 346,988**	**$ 258,160**	$ 88,828	**34%**	$ 9,639
Total Operating Income	**$ 193,623**	**$ 347,391**	**$ (153,768)**	**-44%**	$ 5,378
Debt Service, Reserve Deposit	**$ 52,476**	**$ 52,476**	**$ -**	**0%**	$ 1,458
Net Cash Flow	**$ 141,147**	**$ 294,915**	**$ (153,768)**	**-52%**	$ 3,921
Debt Service Coverage Ratio	**3.69**	**6.62**	**-2.93**	**-44%**	
Operating Expense PUPY	**$ 9,639**	**$ 7,171**	**$ 2,467**	**34%**	
Operating Expense PUPM	**$ 803**	**$ 598**	**$ 206**	**34%**	
Number of Units					
36					

Parrot Village					
	Actual	**Budget**	**Difference ($)**	**Percent Change**	**PUPY**
Rental Revenue	$ 239,636	$ 229,674	$ 9,962	4%	$ 4,793
Subsidy Revenue	$ 687,506	$ 692,256	$ (4,750)	-1%	$ 13,750
Vacancy Loss	$ (99,303)	$ (18,439)	$ (80,865)	439%	$ (1,986)
Other Income	$ -	$ 3,473	$ (3,473)	-100%	$ -
Total Operating Revenue	**$ 827,839**	**$ 906,964**	$ (79,125)	**-9%**	$ 16,557
Administrative and Marketing	$ 53,339	$ 49,601	$ 3,738	8%	$ 1,067
Property Management Fee	$ 30,204	$ 29,400	$ 804	3%	$ 604
Payroll, Benefits, Taxes	$ 150,375	$ 171,555	$ (21,180)	-12%	$ 3,008
Utilities	$ 97,242	$ 88,876	$ 8,366	9%	$ 1,945
Operating and Maintenance	$ 160,044	$ 113,941	$ 46,103	40%	$ 3,201
Taxes and Insurance	$ 100,566	$ 11,837	$ 88,729	750%	$ 2,011
Resident Services	$ 46,039	$ 23,966	$ 22,073	92%	$ 921
Total Operating Expenses	**$ 637,810**	**$ 489,176**	$ 148,634	**30%**	$ 12,756
Total Operating Income	**$ 190,029**	**$ 417,788**	**$ (227,759)**	**-55%**	$ 3,801
Debt Service, Reserve Deposit	**$ 75,565**	**$ 75,565**	**$ 0**	**0%**	$ 1,511
Net Cash Flow	**$ 114,464**	**$ 342,223**	**$ (227,759)**	**-67%**	$ 2,289
Debt Service Coverage Ratio	**2.51**	**5.53**	**-3.01**	**-55%**	
Operating Expense PUPY	**$ 12,756**	**$ 9,784**	**$ 2,973**	**30%**	
Operating Expense PUPM	**$ 1,063**	**$ 815**	**$ 248**	**30%**	
Number of Units					
	50				

Parrot Gardens					
	Actual	Budget	Difference ($)	Percent Change	PUPY
Rental Revenue	$ 61,014	$ 34,422	$ 26,592	77%	$ 7,627
Subsidy Revenue	$ 44,395	$ 80,538	$ (36,143)	-45%	$ 5,549
Vacancy Loss	$ (100)	$ (6,898)	$ 6,798	-99%	$ (13)
Other Income	$ 5,117	$ 679	$ 4,438	654%	$ 640
Total Operating Revenue	**$ 110,426**	**$ 108,742**	$ 1,685	**2%**	$ 13,803
Administrative and Marketing	$ 27,706	$ 22,240	$ 5,466	25%	$ 3,463
Property Management Fee	$ 2,849	$ 2,352	$ 497	21%	$ 356
Payroll, Benefits, Taxes	$ 31,357	$ 27,859	$ 3,498	13%	$ 3,920
Utilities	$ 20,560	$ 19,124	$ 1,436	8%	$ 2,570
Operating and Maintenance	$ 19,599	$ 18,009	$ 1,590	9%	$ 2,450
Taxes and Insurance	$ 6,789	$ 1,878	$ 4,912	262%	$ 849
Resident Services	$ 4,778	$ 1,236	$ 3,542	287%	$ 597
Total Operating Expenses	**$ 113,638**	**$ 92,698**	$ 20,940	**23%**	$ 14,205
Total Operating Income	**$ (3,212)**	**$ 16,044**	**$ (19,256)**	**-120%**	$ (402)
Debt Service, Reserve Deposit	**$ -**	**$ -**	**$ -**		
Net Cash Flow	**$ (3,212)**	**$ 16,044**	**$ (19,256)**	**-120%**	$ (402)
Debt Service Coverage Ratio					
Operating Expense PUPY	**$ 14,205**	**$ 11,587**	**$ 2,618**	**23%**	
Operating Expense PUPM	**$ 1,184**	**$ 966**	**$ 218**	**23%**	
Number of Units					
8					

Esperanza					
	Actual	**Budget**	**Difference ($)**	**Percent Change**	**PUPY**
Rental Revenue	$ 649,995	$ 439,039	$ 210,956	48%	$ 5,417
Subsidy Revenue	$ 1,551,541	$ 1,631,928	$ (80,387)	-5%	$ 12,930
Vacancy Loss	$ (108,586)	$ (59,850)	$ (48,736)	81%	$ (905)
Other Income	$ -	$ -	$ -		$ -
Total Operating Revenue	**$ 2,092,950**	**$ 2,011,117**	$ 81,833	**4%**	$ 17,441
Administrative and Marketing	$ 58,235	$ 50,539	$ 7,696	15%	$ 485
Property Management Fee	$ 68,761	$ 62,524	$ 6,237	10%	$ 573
Payroll, Benefits, Taxes	$ 305,209	$ 91,408	$ 213,801	234%	$ 2,543
Utilities	$ 173,138	$ 86,273	$ 86,865	101%	$ 1,443
Operating and Maintenance	$ 334,785	$ 206,032	$ 128,753	62%	$ 2,790
Taxes and Insurance	$ 432,829	$ 452,996	$ (20,167)	-4%	$ 3,607
Resident Services	$ 86,390	$ 39,678	$ 46,713	118%	$ 720
Total Operating Expenses	**$ 1,459,347**	**$ 989,450**	$ 469,898	**47%**	$ 12,161
Total Operating Income	**$ 633,603**	**$ 1,021,667**	**$ (388,064)**	**-38%**	$ 5,280
Debt Service, Reserve Deposit	**$ 987,746**	**$ 987,746**	**$ -**	**0%**	$ 8,231
Net Cash Flow	**$ (354,143)**	**$ 33,921**	**$ (388,064)**	**-1144%**	$ (2,951)
Debt Service Coverage Ratio	**0.64**	**1.03**	**-0.39**	**-38%**	
Operating Expense PUPY	**$ 12,161**	**$ 8,245**	**$ 3,916**	**47%**	
Operating Expense PUPM	**$ 1,013**	**$ 687**	**$ 326**	**47%**	
Number of Units					
120					

Scattered Sites					
	Actual	**Budget**	**Difference ($)**	**Percent Change**	**PUPY**
Rental Revenue	$ 229,669	$ 242,127	$ (12,458)	-5%	$ 4,793
Subsidy Revenue	$ 439,439	$ 164,909	$ 274,530	166%	$ 13,750
Vacancy Loss	$ (30,216)	$ (9,500)	$ (20,716)	218%	$ (1,986)
Other Income	$ 776	$ 500	$ 276	55%	$ -
Total Operating Revenue	**$ 639,668**	**$ 398,036**	$ 241,632	**61%**	$ 16,557
Administrative and Marketing	$ 125,029	$ 91,919	$ 33,111	36%	$ 1,067
Property Management Fee	$ 39,395	$ 17,567	$ 21,828	124%	$ 604
Payroll, Benefits, Taxes	$ 199,427	$ 57,285	$ 142,142	248%	$ 3,008
Utilities	$ 48,865	$ 7,302	$ 41,564	569%	$ 1,945
Operating and Maintenance	$ 77,962	$ 22,277	$ 55,686	250%	$ 3,201
Taxes and Insurance	$ 43,609	$ 65,222	$ (21,613)	-33%	$ 2,011
Resident Services	$ 27,402	$ 7,807	$ 19,595	251%	$ 921
Total Operating Expenses	**$ 561,689**	**$ 269,378**	$ 292,312	**109%**	$ 12,756
Total Operating Income	**$ 77,979**	**$ 128,658**	**$ (50,679)**	**-39%**	$ 3,801
Debt Service, Reserve Deposit	**$ 7,700**	**$ 7,700**	**$ -**	**0%**	$ 1,511
Net Cash Flow	**$ 70,279**	**$ 120,958**	**$ (50,679)**	**-42%**	$ 2,289
Debt Service Coverage Ratio	**10.13**	**16.71**	**-6.58**	**-39%**	
Operating Expense PUPY	**$ 11,014**	**$ 5,388**	**$ 5,846**	**109%**	
Operating Expense PUPM	**$ 918**	**$ 449**	**$ 487**	**109%**	
Number of Units					
51					

AHA/AAHC Overall Portfolio					
	Actual	**Budget**	**Difference ($)**	**Percent Change**	**PUPY**
Rental Revenue	$ 3,259,832	$ 3,022,367	$ 237,465	8%	$ 6,014.45
Subsidy Revenue	$ 4,906,976	$ 4,866,118	$ 40,859	1%	$ 9,053.46
Vacancy Loss	$ (347,790)	$ (216,266)	$ (131,524)	61%	$ (641.68)
Other Income	$ 2,905,606	$ 2,906,895	$ (1,289)	0%	$ 5,360.90
Total Operating Revenue	$10,724,625	$10,579,113	$ 145,512	1%	$ 19,787.13
Administrative and Marketing	$ 766,868	$ 909,021	$ (142,153)	-16%	$ 1,414.89
Property Management Fee	$ 169,588	$ 142,107	$ 27,481	19%	$ 312.89
Payroll, Benefits, Taxes	$ 1,990,156	$ 1,858,503	$ 131,653	7%	$ 3,671.87
Utilities	$ 789,453	$ 618,773	$ 170,681	28%	$ 1,456.56
Operating and Maintenance	$ 1,576,835	$ 1,421,716	$ 155,120	11%	$ 2,909.29
Taxes and Insurance	$ 970,621	$ 925,855	$ 44,766	5%	$ 1,790.81
Resident Services	$ 523,765	$ 429,818	$ 93,947	22%	$ 966.36
Total Operating Expenses	$ 6,787,286	$ 6,305,792	$ 481,495	8%	$ 12,522.67
Total Operating Income	$ 3,937,339	$ 4,273,321	$ (335,982)	-8%	$ 7,264.46
Debt Service, Reserve Deposit	$ 1,512,035	$ 1,512,035	$ 0	0%	$ 2,789.73
Net Cash Flow	$ 2,425,304	$ 2,761,286	$ (335,982)	-12%	$ 4,474.73
Debt Service Coverage Ratio	2.60	2.83	-0.22	-8%	
Operating Expense PUPY	$ 12,523	$ 11,634	$ 888	8%	
Operating Expense PUPM	$ 1,044	$ 970	$ 74	8%	

Number of Units

542

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: Siyuan (Steven) Zhou, Management Analyst

Date: July 19, 2023

Re: Approve revised IT Policy.

BACKGROUND

Artificial Intelligence (AI) technologies have experienced significant advancements in recent years. As a result, the Housing Authority of the City of Alameda (AHA) receives numerous inquiries from vendors and staff regarding this subject. However, the use of AI in the workplace raises concerns related to data privacy, security, and potential misuse. Considering these factors, it is crucial for us to update our IT policy on AI usage within AHA, to bar the use of this technology.

DISCUSSION

The proposed policy revision aims to prohibit the use of AI technologies, including accessing websites like ChatGPT or similar platforms, and prevent the entry of AHA data into AI systems. By implementing this ban, we intend to protect sensitive data, maintain the integrity of proprietary and internal information, and ensure compliance with data protection regulations.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Approve the revised IT Policy

ATTACHMENTS

1. IT Policy Updated June 2023

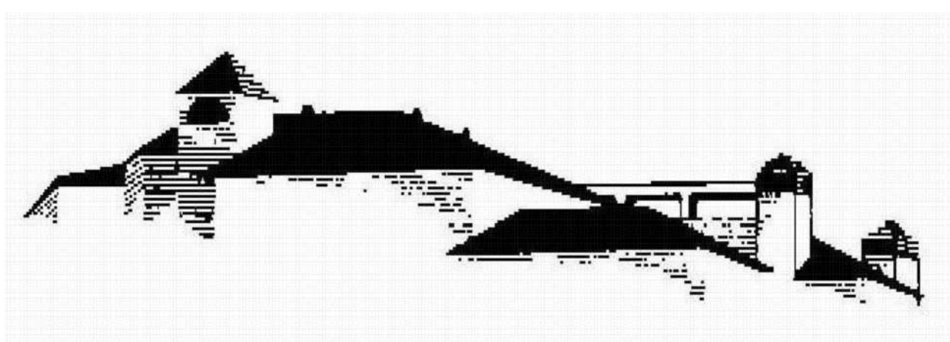
Respectfully submitted,

Siyuan Zhou

Siyuan (Steven) Zhou, Management Analyst

Housing Authority of the City of Alameda

Information Technology Policy



February 2013
Amended by the Board of Commissioners on ~~May 20, 2020~~July 19, 2023

INFORMATION TECHNOLOGY POLICY

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INFORMATION TECHNOLOGY POLICY

I. PURPOSE

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

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

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

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

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

II. DEFINITIONS OF TECHNOLOGY TERMS

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

Communication Devices: Telephones, cell phones, two-way radios, etc. Including mobile devices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Social Media: Content created by individuals using accessible and scalable technologies through the Internet. Examples of social media include Facebook, Instagram, blogs, , RSS, YouTube, Twitter, LinkedIn, Flickr, Wikipedia (except as a read-only source), etc.

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

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

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

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

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

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

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

Worm: Self-replicating computer virus. See Malware.

III. EMPLOYEE RESPONSIBILITY

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

communication devices are intended for AHA business only.

IV. MANAGEMENT RESPONSIBILITY

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

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

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

V. AHA INFORMATION TECHNOLOGY SYSTEMS

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

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

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

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

D. **Desktop Computers.** All desktop computers (also known as PCs, workstations) deployed at the AHA will be a standard model for all, unless a special technical need can be demonstrated for a computer with greater memory, computing power, specialized software, etc. Laptops with docking stations may be deployed for select staff as determined by IT and management to best meet the needs of the agency in place of a traditional desktop.

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

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

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

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

In cases where employees are authorized to work outside the office by Executive Management, the employee will sign all required Human Resources forms such as a telecommuting agreement and a safety checklist for the area in which the employee will be working. Spaces should meet all HR requirements for ergonomics and steps should be taken to protect the equipment such as using a surge protector when charging the laptop and storing the laptop in a location that prevents damage from heat, water, falling, etc. Laptops can be joined to **secured** home internet or WiFi networks, but cannot be joined to home computer networks. In some cases, AHA may provide a hot spot on the agency-provided cell phone for internet access. Documents cannot be shared on or off AHA laptops with non-AHA owned computers. Peripherals that assist with ergonomic issues, but do not send input into the computer or require software installs, such as keyboards, mice, and extra monitors, may be used without approval from IT staff. Any peripheral that requires an installation of software on the laptop, such as some Bluetooth or wireless mice, or are considered portable memory storage devices may not be used with the AHA laptop. Printing of PII is not allowed while working at home. Other restrictions on printing may be communicated to staff working offsite

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

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

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

The AHA reserves the right to terminate AHA cell phone accounts.

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

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

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

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

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

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

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

The size of email attachments will be regulated by IT staff to ensure the smooth operation of email systems. Some external email recipients may also have attachment restrictions which will need to be resolved by the recipient's IT staff. IT staff will address issues and technology changes as they become evident.

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

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

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

VI. AHA INTRANET AND INTERNET

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

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

All administrative, design, policy and technical questions regarding the AHA Intranet site and Internet website should be directed to IT staff.

VII. ETHICS

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

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

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

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

VIII. PROHIBITED ACTIVITIES

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

A. **Hacking.** Using the network to force unauthorized entry (hacking) into other information technology network devices or resources. Unauthorized users must not attempt to enter any server, workstation or computer with (or without) Internet access. Such an action is a violation of the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. 2510-22.

B. **Introducing Viruses.** Introducing computer viruses, worms or trojans into the AHA network.

C. **Unauthorized Use of Personal Identifiable Information (PII).** Downloading, copying, emailing, transmitting, etc., AHA-owned data, material, information, or software in violation of any local, state or federal law or AHA policies.

D. **Spamming.** Distributing unsolicited advertising via email.

E. **Chain Emails.** Chain emails are widely-distributed, non-business emails sent to dozens or hundreds of users. Creating, sending or forwarding chain emails is prohibited.

F. **Sharing Passwords.** Sharing network system passwords.

G. **Connecting Personal Devices to AHA Network.** Plugging in or attaching personal electronic devices to the AHA network is strictly prohibited. Personal devices can only be connected to AHA's WiFi.

H. **Unauthorized Downloads.** Downloading games, non-authorized programs, music, video; playing games, using unauthorized programs on AHA desktops or laptops.

I. **Degrading Bandwidth.** "Diluting" bandwidth by streaming non-authorized audio, video, or web services that serve to cause network slowdowns for AHA users.

J. **Unauthorized Changes to Databases.** Making unauthorized changes or updates to any AHA database system. Making unauthorized changes to or deletions of any AHA data or files.

K. **Unauthorized International Long Distance.** Making international long distance calls, texting, accessing Internet pages (*non-email* portals) from AHA-issued mobile devices or from AHA land lines without approval. As long as the AHA has a VOIP telephone system and domestic long distance calling incurs no cost to the AHA, domestic long distance calling during non-work time is permitted.

L. **Unauthorized IT Equipment Removal.** Moving, altering, or replacing IT equipment without authorization of IT staff is prohibited.

M. **Using Removable Storage.** Use of *personally purchased* portable memory storage devices on AHA premises is prohibited; exceptions will be addressed by Executive Director or the Management Analysts on a case-by-case basis. Removing AHA-issued portable memory storage devices from AHA premises is prohibited. Exceptions will be made for business needs upon written approval of Department Directors. The loading of PII such as social security numbers, payroll information, etc. onto portable memory storage devices, as well as onto CDs, floppy discs, external drives, etc. is strictly prohibited.

N. **Personal Blogging on AHA Time.** Employees may not use AHA equipment or software on AHA time to conduct personal blogging or social network activities.

O. **Posting Photos, Using Names or Other Confidential Information of AHA Employees, Customers, or Vendors on Personal Blogs.** Employees may not post photographs of other employees (without written consent), customers, or vendors on personal posts.

P. **Linking Personal Blogs to AHA Website.** Employees may not link from a personal blog or social media to the AHA's website.

Q. **Prohibit the use of AI at workplace.** AI systems in any format may not be used in the AHA workplace. Employees are prohibited from accessing websites such as ChatGPT, Google Cloud AI, Microsoft Azure AI or any AI systems. No AHA data may be entered into AI systems, including but not limited to tenant or employee names, PII and any of the agency's proprietary or other internal information.

IX. AHA USE OF SOCIAL MEDIA

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

A. **Obtaining Approval.** All AHA social media sites must be: 1) approved by the Executive Director and IT staff; 2) published using approved AHA social media platform and tools; and 3) administered by IT staff or designee.

B. **Public Disclosure.** All social media sites will clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.

C. **Introductory Statement.** Each AHA social media site will include an introductory statement which clearly specifies the purpose and scope of the social media site or blog. When possible, social media sites should link back to the official AHA website for forms, documents, and other information.

D. **Prohibited Content.** AHA social media content and comments that contain any of the following will not be allowed to be posted:

1. Comments not topically related to the particular site or article being commented upon;
2. Profane, obscene or defamatory language or content;
3. Content that promotes, fosters, or perpetuates discrimination on the basis of race, ethnicity, creed, color, age, religion, gender, marital status, status with

regard to public assistance, medical condition, physical or mental disability, sexual orientation, gender identity and expression, genetic information, military or veteran status, or any other basis protected by applicable federal, state, or local law;

4. Sexual content or links to sexual content;
5. Solicitations of commerce;
6. Conduct or encouragement of illegal activity;
7. Information that may tend to compromise the safety or security of the public or public systems; or
8. Content that violates a legal ownership interest of any other party.

E. **Right to Remove Content.** The AHA reserves the right to restrict or remove any content that is deemed in violation of this IT Policy or any applicable law.

F. **Site Maintenance.** All social media sites will clearly indicate they are maintained by AHA and must abide by AHA policy and will have AHA contact information prominently displayed.

G. **Security Policies.** AHA IT security policies shall apply to all social media sites and articles.

H. **Representing the AHA.** AHA Board members and employees represent the AHA; as such, they must conduct themselves on AHA social media at all times as a representative of AHA and in accordance with all AHA policies.

I. **Required Adherence to Policies.** AHA understands that Internet services are, and future social media may become, common forms of communication in the workplace and among stakeholders and citizens. For policies and guidelines on personal use of Social Media, see the Employee Handbook. If you choose to or are assigned to participate in AHA's social media as an AHA employee or AHA Board member; you must adhere to the following guidelines when posting, publishing, sharing, commenting or otherwise performing work related to AHA social media sites:

1. AHA policies, rules, regulations and standards of conduct apply to employees that engage in social media activities while conducting AHA business on AHA social media. Use of your AHA e-mail address and communicating in your official capacity will constitute conducting AHA business.
2. The Executive Director or designee has the option of approving or disallowing employees to participate in future AHA social media sites as part of their job duties.
3. Protect your privacy, the privacy of citizens, and the information that AHA holds. Follow all privacy protection laws (e.g., HIPAA) and protect sensitive, confidential information.
4. Follow all copyright laws, public records laws, fair use and financial disclosure laws and any other laws that might apply to the AHA or your functional area.

5. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their prior written approval.
6. Correct your mistakes and do not alter previous posts without indicating that you have done so.

7. Add value to AHA through your interaction. Provide worthwhile information and perspective.

X. OTHER SOCIAL MEDIA GUIDELINES

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

A. On personal social media, make it clear that you are speaking for yourself and not on behalf of the AHA. If you publish content on any website outside of the AHA's website and AHA's social media sites, and the content is related to the work you do or persons or topics associated with the AHA, use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of The Housing Authority of the City of Alameda."

B. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the AHA workplace. Avoid comments or topics that may be considered objectionable or inflammatory.

C. If you identify yourself as an AHA employee, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, citizens and other stakeholders.

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

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

XI. ENFORCEMENT

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

1. Federal Information Security Management Act of 2002 (FISMA). FISMA consists of Title III of the E-Government Act of 2002 (U.S. Public Law 104347) which became effective on April 17, 2003. Per FISMA, "information security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide:

a) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information… [authenticity];

b) Confidentiality, which means preserving authorized restrictions on access and disclosures, including means for protecting personal privacy and proprietary information; and

c) Availability, which means ensuring timely and reliable access to and use of information."

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

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

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

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

Spamming - 18 U.S.C. § 1037

3. The Computer Fraud and Abuse Act (as amended 1994 and 1996) (18 U.S.C. §1030). This federal statute governs those who:

(i) Knowingly causes the transmission of a program, information, code, or command and, as a result of such conduct, intentionally causes damage without authorization, to a protected computer;

(ii) Intentionally accesses a protected computer without authorization and, as a result of such conduct, recklessly causes damage; or

(iii) Intentionally accesses a protected computer without authorization and, as a result of such conduct, causes damage and loss;

4. California Penal Code Section 502. This law prescribes penalties for damaging, deleting, destroying data or otherwise disrupting computer operations.

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

B. Noncompliance

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

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

EMPLOYEE CERTIFICATION OF RECEIPT OF INFORMATION TECHNOLOGY (IT) POLICY

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

Print name:____________________________

Signature:____________________________ Date:__________________________

cc: Employee Personnel File

Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Principal Management Analyst

Date: July 19, 2023

Re: Approve the Execution of the Stability Voucher Memorandum of Understanding (MOU).

BACKGROUND

With PIH Notice 2022-24 *Stability Voucher Program,* HUD launched a non-competitive allocation strategy for a new Stability Voucher program. The Housing Authority of the City of Alameda (AHA) submitted a letter of interest to receive an allocation of these vouchers. On June 5, 2023, the AHA was notified it was receiving an allocation of ten (10) Stability Vouchers (SV) effective July 1, 2023. Changes to the Administrative Plan were approved June 2023 to allow for operation of the SV program.

The SV program is very similar to the Emergency Housing Voucher (EHV) program. The main difference is that the EHV program will sunset. Turnover vouchers are not permitted to be issued after September 30, 2023 in the EHV program. The SV program does not have a sunset date. Also, the definition of "homelessness" is slightly different between the two programs.

PIH Notice 2022-24 requires that a Memorandum of Understanding (MOU) be signed within 90 days of July 1, 2023 with the Continuum of Care (CoC). All applicants for the SV program must be referred to the AHA from the CoC's Coordinated Entry System (CES) as was done with the EHV program.

DISCUSSION

Staff has been working with the CoC and the Oakland Housing Authority to execute a MOU for the SV program as was done with a larger group for the EHV program. In order to start leasing the SV program, the AHA must have a signed MOU. The attached MOU is very similar to the one for EHV.

Once the MOU is executed, AHA will begin leasing the SV program. The AHA has 51 families leased under the EHV program and has nine families searching under an EHV. If all nine families are successful, then three of the nine will be leased under the SV program. Once on the program, the EHV and SV programs are identical from the participant's perspective. The AHA will work with the CoC to receive referrals for the other seven SVs.

<u>FISCAL IMPACT</u>
HUD has provided additional funds for the subsidy, including a modest service fee and administrative fees.

<u>CEQA</u>
Not applicable.

<u>RECOMMENDATION</u>
Approve the Execution of the Stability Voucher Memorandum of Understanding (MOU).

<u>ATTACHMENTS</u>
1. MOU Stability Vouchers 2023

Respectfully submitted,

Tonya Schuler-Cummins, Principal Management Analyst

MEMORANDUM OF UNDERSTANDING
U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
STABILITY VOUCHERS

This MEMORANDUM OF UNDERSTANDING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT STABILITY VOUCHERS ("MOU") is entered into this __th day of, 2023 ("Effective Date") by and between the HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA, a public body corporate and politic ("OHA"), HOUSING AUTHORITY OF THE CITY OF ALAMEDA, CALIFORNIA, a public body corporate and politic ("AHA" and collectively with OHA, the "Housing Authorities"), Alameda County Continuum of Care (CA-502) (defined below) ("County CoC"), and the County of Alameda ("COUNTY") on behalf of its Alameda County Health Care Services Agency ("HCSA") for the purpose of establishing a partnership to administer the Stability Vouchers ("SV") pursuant to U.S. Department of Housing and Urban Development Notice PIH 2022-24 (HA), issued August 16, 2022. OHA, AHA, the County CoC, and COUNTY will be referred to herein individually as a "Party" and collectively as the "Parties." OHA and AHA shall also be referred to individually as a, "Housing Authority."

<u>RECITALS</u>

WHEREAS, OHA is a public housing agency (PHA) pursuant to 42 USCS 1437a (b)(6)(A);

WHEREAS, the Consolidated Appropriations Act, 2021 (Public Law 116-260, hereafter referred to in this notice as the "2021 Act") was enacted into law on December 27, 2020. Title II of the 2021 Act appropriates $43,439,000 for incremental rental voucher assistance under section 8(o) of the United States Housing Act of 1937 for use by individuals and families who are homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), at risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, or veterans and families that include a veteran family member that meet one of the preceding criteria;

WHEREAS, the Consolidated Appropriations Act, 2022 (Public Law 117-103, hereafter referred to in this notice as the "2022 Act") was enacted into law on March 15, 2022. Statute 732 of the 2022 Act further provides that HUD may waive certain statutory and regulatory provisions to administer the SVs (except for requirements related to tenant rights and protections, rent setting, fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to facilitate the use of funds made available for SVs;

WHEREAS, eligibility for these SVs is limited to individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) veterans and families that include a veteran family member that meet one of the preceding criteria. PHAs have the right to create additional agreements for referrals of applicants meeting these criteria;

WHEREAS, SVs are tenant-based rental assistance under section 8(o) of the United States Housing Act of 1937 (42 U.S.C. 1437f (o));

WHEREAS, OHA currently administers an Housing Choice Voucher (HCV) program in the City of Oakland through its existing Consolidated Annual Contributions Contract (CACC) with the U.S. Department of Housing and Urban Development (HUD) and is eligible to receive a SV funding allocation pursuant to Notice PIH 2022-24;

WHEREAS, AHA currently administers an HCV program in the City of Alameda through its existing Consolidated Annual Contributions Contract (CACC) with the U.S. Department of Housing and Urban Development (HUD) and is eligible to receive a SV funding allocation pursuant to Notice PIH 2022-24;

WHEREAS, HUD has established an alternative requirement under which, if the PHA agrees to accept an allocation of SVs, the PHA must enter into a Memorandum of Understanding with the CoC to establish a partnership for the administration of the SVs;

WHEREAS, OHA and AHA desire to implement and administer the SV program by working with the Continuum of Care (CoC) to prioritize households for SVs along with partnering with other resources available in the community, including services to SV families such as housing search assistance during their initial housing search, assisting families with security deposit, utility deposit, rental application and holding fees, and owner recruitment and outreach, among other assistance;

WHEREAS, Continuum of Care (CoC) means the group organized to carry out the responsibilities required under the Continuum of Care Program Rule 24 CFR 578, published July 31, 2012, which details the requirements for establishing and operating a Continuum of Care ("Interim Rule"). In Alameda County the CoC is part of a collective impact effort to end homelessness.

WHEREAS, the County CoC is organized to carry out the responsibilities required under the SV program. Provisions in the CoC Program Interim Rule at 24 CFR § 578.7(a)(8) require that CoCs establish a Coordinated Entry (CE) System. The CE System is a centralized or coordinated process designed to coordinate program participant intake, assessment and provision of referrals;

WHEREAS, the Coordinated Entry (CE) System is managed by a Management Entity. The Management Entity manages and operates the coordinated entry system pursuant to CoC Program Interim Rule at 24 CFR § 578.7(a)(8). The CoC Board provides strategic direction and provides oversight of the Management Entity to ensure the County CoC complies with HUD obligations;

WHEREAS, HCSA has been designated by the County CoC as the Coordinated Entry Management Entity; the primary responsibility of HCSA under this MOU is to make direct referrals of qualifying individuals and families to the Housing Authorities and to provide services that are normally provided to homeless persons for free, for the total number of SV voucher holders referred to SV through the coordinated entry system. HCSA Coordinated Entry staff will be responsible for determining whether the family qualifies under one of the four eligibility categories for SVs. Pursuant to Notice PIH 2022-24, the Coordinated Entry Management Entity of the County CoC must always retain the direct referral responsibility except in situations as specified in the Notice such as: 1) facilitation of an emergency transfer in accordance with the Violence Against Women Act (VAWA) per the PHA's Emergency Transfer Plan or 2) the CoC coordinated entry system does not refer a sufficient number of eligible families in in a timely manner;

WHEREAS, the Housing Authorities and County CoC desire to partner to administer the SV program pursuant to Notice PIH 2022-24. This MOU is intended to memorialize certain rights and obligations of the Parties related to the SV program partnership and is a complete statement of the responsibilities of the Parties and evidence of a commitment of resources to the SV program.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

I. <u>Incorporation of Recitals</u> The Recitals set forth above are true and correct and incorporated herein by this reference. All capitalized terms not defined herein shall have the meaning ascribed to such terms in Notice PIH 2022-24.

II. <u>Introduction and Goals</u> This MOU adopts the following goals and standards of success in administering the SV program:

1. The Housing Authorities and County CoC through HCSA are committed to administering the SV program by:
    a. Administering the SVs in accordance with all program requirements, including, but not limited to the program requirements set forth in Notice PIH 2022-24 incorporated herein by this reference; and
    b. Assisting the total number of SV households throughout the City of Oakland and City of Alameda to secure and sustain affordable housing.
2. Administration/MOU Liaison
    a. The Assistant Director of Policy, Implementation, and Compliance of the Oakland Housing Authority identified below shall serve as the lead SV liaison on behalf of the Oakland Housing Authority:
       Julie Christiansen (or designated replacement)
       1619 Harrison Street
       Oakland, CA 94612
       Jchristiansen@oakha.org
       510-390-7335 cell - preferred
       510-874-1511
    b. The Principal Management Analyst of the Housing Authority of the City of Alameda identified below shall serve as the lead SV liaison on behalf of the

Housing Authority of the City of Alameda:
Tonya Schuler-Cummins (or designated replacement)
701 Atlantic Avenue
Alameda, CA 94501
tschuler@alamedahsg.org
510-747-4342

c. The Continuum of Care Leadership Board Chairs, identified below shall serve as the lead SV liaison on behalf of the County CoC:
C'Mone Falls and Moe Wright
870 Market St., Ste 1228
San Francisco, California 94102

d. The Manager in the Office of Homeless Care and Coordination identified below shall serve as the lead SV liaison on behalf of the Alameda County Health Care Services Agency:
Anna Fellers
1900 Embarcadero, Suite 206
Oakland, CA 94606
Anna.fellers@acgov.org
(510) 407-1426 (cell)

III. <u>Populations eligible for SV assistance to be referred by County CoC.</u>

1. The following populations shall be eligible for SV assistance and will be referred to the Authorities by the HCSA:

In order to be eligible for an SV, an individual or family must meet one of four eligibility categories, definitions of which are set forth in Exhibit A attached hereto and incorporated herein by this reference:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault,stalking, or human trafficking
- Veterans and families that include a veteran family member that meet one of the preceding criteria

In Alameda County, the following groups have been prioritized for SV:

- Homeless
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Veterans and families that include a veteran family member that meet one of the preceding criteria

In general, the verification that the individual or family meets one of these eligibility categories is conducted by HCSA Coordinated Entry staff and HCSA-contracted providers. Coordinated Entry must provide supporting documentation at the time of referralto the Authority of the referring agency's verification and certification that the family meets one of the eligible categories for SV assistance. The Housing Authority must retain this documentation as part of the family's file. An example of a HUD approved certification that can be used to document the referring agency's verification is attached hereto as Exhibit B and incorporated herein by this reference.

Individuals and families classified as recently homeless must be referred by HCSA Coordinated Entry staff and providers or designee.

2. General Eligibility and Prioritization. Coordinated Entry prioritization and assessment factors are approved by the CoC and posted at https://everyonehome.org/. .

IV. Services to be provided to eligible SV families

The following services shall be provided to assist individuals and families to have success in the SV program and will be provided by the designated entity or its approved partner in accordance with Notice PIH 2022-24. Costs for these services will be assumed by the designated entity:

1. HCSA Coordinated Entry staff and HCSA-contracted providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance; while aiding households in addressing barriers;
2. HCSA Coordinated Entry staff and HCSA-contracted providers will support the Housing Authorities in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the Authorities;
3. HCSA Coordinated Entry staff and HCSA-contracted providers will offer housing search assistance called Housing Navigation to eligible individuals and families. This assistance may consist of identifying and visiting possible units, transportation and direction assistance, documentation preparation, counseling on lease requirements, housing application assistance, advocacy for benefits and move-in assistance;
4. HCSA Coordinated Entry staff and HCSA-contracted providers will assess and refer individuals and families to additional benefits and supportive services including post move-in services, where applicable;
5. Coordinated Entry staff and HCSA-contracted providers will provide to voucher participants Tenancy Support services, which consist of support services throughout the first 6 months to one year of the tenancy, or longer based on the tenant's request and demonstrated need for services, such as education and training, linkage to community resources, and assistance with regularly scheduled housing re-certifications;

6.

7. Coordinated Entry staff and HCSA-contracted providers will be responsible for all entry in to HMIS

V. Housing Authority Roles and Responsibilities

During the term of this MOU, OHA and AHA will fulfill each of the following responsibilities for the SV program, at the sole cost of the Housing Authorities (i.e., each Housing Authority shall be responsible for their own costs), and in accordance with Notice PIH 2022-24:

1. Coordinate and consult with the HCSA and CoC in developing the services and assistance to be offered to the SV referrals;

2. Establish windows of time for SV applicants to complete intake interviews or review the intake packets for completeness and work directly with assigned staff to resolve missing or incomplete items and notify the applicant and any designated assistance staff such as Housing Navigators of appointment information as specified in process workflows;

3. Accept direct referrals for eligible individuals and families from HCSA through the Coordinated Entry System;

4. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner;

5. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner;

6. Designate a staff to serve as the lead SV liaison;

7. Update a shared tracking sheet a minimum of once every 30 days about the status of each referral including: denials, issue and expiration date of each voucher issued, and move-in date. More frequent updates will be made when there is a high volume of applications in process;

8. Participate in regularly scheduled meetings with HCSA to review progress of referrals and assist with barriers causing delays such as documentation requests and briefing attendance;

9. Start lease dates the first day of the month after inspection for clients who are transitioning from another rental assistance program;

10. Comply with the provisions of this MOU;

11. Provide one-time security deposits assistance for referrals if not provided by CoC services.

VI. HCSA and CoC Roles and Responsibilities

During the Term of this MOU, the HCSA and CoC and HCSA-contracted providers will fulfill each of the following responsibilities for the SV program, at the sole cost of the County CoC, and in accordance with Notice PIH 2022-24:

1. Designate and maintain a lead SV liaison for each agency to communicate with the Housing Authorities;

Refer at least (1) family for every SV opening ; Referrals will be sent as quickly as possible; time needed to produce referrals may vary depending on the number of referrals needed at a time. Requests for fewer than 5 referrals can be expected within 15 days. Shifts in strategy and staffing will be considered if larger volumes of referrals are needed with a goal of providing the requested number within 30 days.

2. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the Authorities (i.e., self-certifications,birth certificate, social security card, etc.);
3. Attend SV participant briefings when needed;
4. Identify and provide supportive services to SV families. (While SV participants are not required to participate in services, HCSA and CoC will assure that services are available and accessible during move-in based on funding availability);
5. Keep accurate records of the referrals made and make them available as necessary to the PHA, auditors etc. Make staff available to respond to questions from auditors, HUD etc. necessary to ensure the PHA's compliance with the SV regulations;
6. HCSA Coordinated Entry staff and providers will work to ensure equitable distribution of referrals in terms of homelessness, Black, Indigenous and People of Color, communities, stakeholders, providers and decision makers and participate in any reviews or evaluations after implementation of strategies and utilization data with Housing Authorities or HUD;
7. HCSA, CoC and sub-vendors and providers shall adhere to federal, state and local fair housing and Violence Against Women Reauthorization Act of 2013 (VAWA) requirements at all times and maintain records to demonstrate compliance and equal access be provided upon request;
8. Participate in regularly scheduled meetings with each Authority to review progress of referrals and assist with barriers causing delays such as documentation requests and briefing attendance;
9. Provide the Authorities with data to meet HUD-mandated reporting requirements such as

but not limited to required Housing Navigation Assistance on a monthly basis;

10. Comply with the provisions of this MOU.

VII. Portability of SVs

The normal HCV portability procedures and requirements generally apply to SVs with the following exceptions:

1. *No prohibition on portability for non-resident applicants*

Under the HCV program, if neither the household head nor spouse of an assisted family already had a "domicile" (legal residence) in the jurisdiction of the respective Housing Authority at the time the family first submitted an application for participation in the program, the family does not have any right to portability during the 12-month period from when the family is admitted to the program. Such a family is a "non-resident applicant."

In order to provide maximum housing choice for the targeted populations and in accordance with Notice PIH 2022-24, section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and 24 CFR § 982.353(c) are waived and the Housing Authority may not restrict an SV family from exercising portability because they are a non-resident applicant.

2. *Portability billing and absorption*

A receiving Housing Authority cannot refuse to assist an incoming SV family, regardless of whether the Housing Authority does or does not currently administer SVs under its own ACC.

If the SV family moves under portability to another Housing Authority that administers SVs under its own ACC:

- The receiving Housing Authority may only absorb the incoming SV family with an SV (assuming it has an SV voucher available to do). If the Housing Authority does not have an SV available to absorb the family, it must bill the initial Housing Authority. The receiving Housing Authority must allow the family to lease the unit with SV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving Housing Authority absorbs or bills the initial Housing Authority for the family's SV assistance, the SV administration of the voucher shall be in accordance with the SV policies and procedures and SV portability provisions set forth in this MOU.

If the SV family moves under portability to another PHA that does not administer

SVs under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial Housing Authority.

3. *SV portability – HAP and administrative fees*

A. HAP and ongoing fees

The requirements at 24 CFR 982.355(e) apply to portability billing arrangements on behalf of an SV family:

- The initial Housing Authority must promptly reimburse the receiving Housing Authority for the full amountof the housing assistance payments made by the receiving Housing Authority for the family.
- The initial Housing Authority must promptly reimburse the receiving Housing Authority for the lesser of 80 percent of the initial Housing Authority's SV ongoing administrative fee or 100 percent of the receiving Housing Authority's ongoing administrative fee (or the receiving Housing Authority's SV ongoing administrative fee if the receiving Housing Authority administers the SV program).

VIII. Housing Authority Special Provisions

In addition to the Authority roles and responsibilities discussed in Section V. above, the following special provisions shall apply:

1. Over-leased Emergency Housing Vouchers (EHV). Whereas individuals participating in the EHV program also meet the eligibility criteria for an SV and were referred to the Authorities by the County CoC, the Housing Authorities shall provide individuals that secured housing with an EHV after the program exceeded its leasing capacity with an SV and after the over leased EHVs are exhausted, the Housing Authorities will resume using direct referrals of eligible applicants from the CoC.
2. Services and Incentives – Oakland Housing Authority. To the extent of available funds, and subject to the approval of the Board of Commissioners of the Housing Authority of the City of Oakland, OHA may opt to use Moving To Work (MTW) funds to pay for additional services, which may include but are not limited to landlord incentives, resident supportive services, incentives to lease by specific dates, security deposits, and housing navigation assistance.
3. Services and Incentives –Housing Authority of the City of Alameda. To the extent of available funds, and subject to the approval of the Board of Commissioners of the Housing Authority of the City of Alameda, AHA may opt to use its funds to pay for additional services, which may include but are not limited to landlord incentives, resident supportive services, incentives to lease by specific dates, security deposits, and housing navigation assistance.

4. SV Liaison. In addition to the Housing Authority representatives set forth in section II.2. above, the Housing Authorities shall assign staff to launch the SVs and manage the leasing for a period of at least one (1) year after the effective date of this MOU.
5. MTW Waivers. The Housing Authorities may elect to use MTW waivers, as authorized in the their respective applicable MTW Annual Plans, where not prohibited, to assist SV families that lease within the respective Housing Authorities' jurisdictions.

IX. Program Evaluation

The Housing Authorities, and County CoC or designated CoC recipient agree to cooperate with HUD, to provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

X. Financial Obligations

It is the intent and understanding of the Parties to this MOU that each Party shall bear its own costs and expenses associated with administering and implementing all services and other obligations arising out of and related to this MOU, unless otherwise specifically provided in this MOU.

XI. General Terms

It is further mutually agreed by the Parties as follows:

1. Term of MOU; Effective Date; Termination.
    a. The term of this MOU shall commence upon the Effective Date and remain in effect for a period of five (5) years, with five (5) automatic one (1) year renewals, unless terminated earlier ("Term"). Services as specified in the MOU provided by either the County CoC or the Authority to SV families shall continue as long as the family is housed with an SV.
    b. Any Party may terminate their participation in this MOU for any reason by giving written notice to the designated representative of the other Parties fifteen business (15) days prior to the termination or expiration of this MOU at the address listed in Section 4 below. If a Party terminates their participation in the MOU, the MOU shall remain in effect for the remaining Parties until the expiration of the term (or with respect to a remaining Party, such a remaining Party terminates its participation in the MOU).
2. Dispute Resolution. In the event of any controversy or dispute related to or arising out of this MOU, a Party shall notify the other Parties in writing. Within fifteen business (15) days of such notice, the Parties shall meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties at the initial meeting, the Parties will agree to meet and confer at least one (1) additional meeting prior to taking any additional action

against any Party.

3. Amendments. In the event of any Party to the MOU desiring to amend the terms, a Party shall notify the other Parties in writing. Within fifteen business (15) days of such notice, the Parties shall meet and confer in good faith to discuss the desired amendment. If there is agreement, the Parties will draft an Amendment in writing to be signed by authorized representatives from all Parties and the Amendment will be attached to the original MOU.

4. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid:

   If to COUNTY:

   Health Care Services Agency
   1000 San Leandro Blvd. Suite 300
   San Leandro, CA 94577
   Attn: Agency Director

   If to CoC:

   Homebase
   870 Market St., Ste 1228
   San Francisco, California 94102
   alameda@homebaseccc.org
   Attn: Leadership Board

   If to the Oakland Housing Authority:

   Housing Authority of the City of Oakland
   1619 Harrison Street
   Oakland, CA 94612
   Attn: Executive Director

   If to the Housing Authority of the City of Alameda:

   Housing Authority of the City of Alameda
   701 Atlantic Avenue
   Alameda, CA 94501
   Attn: Executive Director

5. Nondiscrimination. The Parties agree that there shall be no discrimination by any Party of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, familial status, gender identity or national origin in the

operation of the SV program.

6. Legal Authority. Nothing in this MOU binds any Party to perform any action that is beyond its legal authority.

7. Conflict of Interest. No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

8. Interpretation, Governing Law, Severability and Venue. This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

9. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Alameda County Superior Court, (and, to the extent applicable for any appeal, the appellate courts with jurisdiction over such courts) and the Parties waive any provision of law providing for a change of venue to another location.

10. No Third-Party Beneficiaries. This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third parties, including, but not limited to eligible SV program participants or applicants. No other person or entity shall have any right of action based upon the provisions of this MOU.

11. Indemnification. As between the County CoC, OHA, AHA, and COUNTY, neither the County CoC, OHA, AHA, and COUNTY, nor any of their respective Board of Supervisors members, Board of Commissioners members, officers, directors, employees, or agents thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party arising out of or related to any work, authority or jurisdiction delegated to a Party under this MOU. It is further agreed that pursuant to Government Code Section 895.4 and to the extent that Government Code Section 895.4 applies to a Party, each such Party shall fully indemnify and hold the other such Parties harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such Party arising out of or related to any work, authority or jurisdiction delegated to the other such Parties under this MOU.

12. The Parties each hereby certify that they have adequate insurance, self-insured retentions or other self-insurance programs sufficient to meet any obligation arising under this Section 11.

13. Section Headings. The section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning

or intent of the provisions or language of this MOU.

14. Compliance with Laws and Regulations. By executing this MOU, each Party agrees to comply with all applicable federal, state and local laws, regulations and ordinances, and Notice PIH 2022-24, including any amendments, modifications or additions thereto.

15. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this MOU by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this MOU thereafter.

16. Severability. Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU 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.

17. Authority to Execute. The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

18. Amendments and Modifications. It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument by authorized representatives evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

19. Independent Parties. Each Party to this MOU shall have no power to incur any debt, obligation, or liability on behalf of another Party to this MOU or otherwise act as an agent of another Party. This MOU is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between any Parties to this MOU. Each Party understands and agrees that any of its employees rendering services under this MOU are, for purposes of Workers' Compensation liability, an employee solely of that Party and not of any other Party.

20. Assignment. No Party shall delegate or assign its interest in this MOU, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of the other Parties.

21. Non-liability of County CoC and Housing Authority Employees and Agents. No member, official, employee, Board of Supervisors member, or agent of the County CoC shall be personally liable to OHA or AHA, or in the event of any default or breach by the County CoC.

    No member, official, employee, director, member of the Board of Commissioners, or agent of OHA shall be personally liable to the COUNTY, County CoC, or AHA in the event of any default or breach by OHA.

No member, official, employee, director, member of the Board of Commissioners, or agent of AHA shall be personally liable to the COUNTY, County CoC, or OHA in the event of any default or breach by AHA.

No member, official, employee, Board of Supervisors member, or agent of the COUNTY shall be personally liable to the County CoC, OHA,AHA, or any other Party, or in the event of any default or breach by the COUNTY.

22. Entire Agreement. This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous MOU's and understandings, oral or written, in connection therewith. Any amendments to or clarification of this MOU shall be in writing and acknowledged by all Parties to the MOU.

23. Multiple Originals; Counterparts. This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterpart.

Remainder of Page Intentionally Blank

Signatures on Following Page

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed on the dates set forth below.

OHA:

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

By:___________________
Name: Patricia Wells,
Its: Executive Director

Date:__________________

County CoC:

Continuum of Care Board Leadership Board

By:_________________________
Name: C'Mone Falls
Its: Chair of Leadership Board

Date:______________

County CoC:

Continuum of Care Leadership Board

By:_________________________
Name: Moe Wright
Its: Chair of Leadership Board

Date:______________

County of Alameda:

Alameda County Health Care Services Agency

By:__________________________
Name: Colleen Chawla
Its Agency Director

AHA:

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

By:___________________
Name: Vanessa Cooper,
Its: Executive Director

Date:__________________

Date:______________

EXHIBIT A
DEFINITIONS

The following definitions always apply with respect to SV eligibility, regardless of whether the Housing Authority may have established another definition for any of the below terms in the Housing Authority's administrative plan:

a. Individuals and families who are homeless

The meaning of "homeless" is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

Homeless means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, needed to obtain other permanent housing.

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act(42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

b. Individuals or families who are at-risk of homelessness

The meaning of "at-risk of homelessness" is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

At risk of homelessness. (1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, *e.g.,* family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition above; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21days of the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 peopleper room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

c. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threatof imminent harm from further violence if they remain within the same dwelling unit thatthey are currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

Domestic violence includes felony or misdemeanor crimes of violence committed by:

a. a current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),

b. a person with whom the victim shares a child in common,

c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,

d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or

e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence means violence committed by a person:

a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:

    1. The length of the relationship;

    2. The type of relationship; and

    3. The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(1) Fear for the person's individual safety or the safety of others; or
(2) Suffer substantial emotional distress.

Human trafficking includes both sex and labor trafficking, as outlined in the Trafficking

Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)

Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

d. Individuals or families who are recently homeless

This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

Recently homeless is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determinesthat the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined asrecently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

EXHIBIT B

EXAMPLE OF A VICTIM SERVICES PROVIDER'S CERTIFICATION

Stability Voucher (SV)

SAMPLE HUMAN TRAFFICKING CERTIFICATION

Purpose of Form:

The Victims of Trafficking and Violence Protection Act of 2000 provides assistance to victims of trafficking making housing, educational health care, job training and other Federally-funded social service programs available to assist victims in rebuilding their lives.

Use of This Optional Form:

In response to this request, the service provider may complete this form and submit it to the Public Housing Agency (PHA) to certify eligibility for SV assistance.

Confidentiality: All information provided to the service provider concerning the incident(s) of human trafficking shall be kept confidential and such details shall not be entered into any shared database. Employees of the PHA will not have access to these details, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED ON BEHALF OF HUMAN TRAFFICKING SURVIVOR

SV Applicant Name: ____

This is to certify that the above named individual or household meets the definition for persons who are fleeing or attempting to flee human trafficking under section 107(b) of the Trafficking Victims Protection Act of 2000.

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Immediately prior to entering the household's current living situation, the person(s) named above was/were residing in:

____
____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual(s) named above is/has been a victim of human trafficking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Authorized Agency Representative Signature:____________________Date: ___________________

PHA: ☐ **Housing Authority of the City of Alameda** ☐ **Oakland Housing Authority** ☐ **Berkeley Housing Authority** ☐ **Housing Authority of the County of Alameda**

CERTIFICATION/REFERRAL

Emergency Housing Voucher (EHV)

Referring Agency: ____________________________

EHV Applicant Name: ____________________________

DOB: ____________________ **HMIS ID:** ____________________________

☐ **HOMELESS** - The person(s) named above is/are currently living in (or, if currently in hospital, emergency shelter, or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or camp ground. Or the person(s) named above will imminently lose their primary nighttime residence within 14 days of the date of application; no subsequent residence has been identified; and the individual or family lack the resources or support networks to obtain other permanent housing. Or unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who meet additional standards of homelessness.

☐ **At Risk of Homeless -** The person(s) named above has an annual income below 30 percent of median family income for the area; does not have sufficient resources or support networks, (e.g., family, friends, faith-based or other social networks), immediately available to prevent them from moving to an emergency shelter or another place; has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; is living in the home of another because of economic hardship; has been notified in writing that their right to occupy their current housing or living situation will be terminated; otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

☐ **Fleeing/Domestic Violence/Human Trafficking** - The person(s) named above is/are fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

☐ **Recently Homeless/High Risk** - The person(s) named above is/are currently receiving financial and supportive services for persons who are homeless. Loss of such assistance would result in a return to homelessness (ex. Households in Rapid Rehousing Programs, residents of Permanent Supportive Housing Programs participating in Moving On, etc.)

It has been certified that the named family above meets the indicated category for the EHV Program.

Referring Agency/Org and Representative's Name: ______________________________

Referring Agency/Org Representative Signature: ________________________________

Date: ____________________

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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: Tony Weng, Senior Project Manager

Date: July 19, 2023

Re: Accept Project Update, Approve, and Authorize the Executive Director or her designee to Execute a Contract Not to Exceed $4,660,000 with J.H. Fitzmaurice Inc. for North Housing Soil Stabilization Work.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is leading the development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS), formerly known as Coast Guard Housing. under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. The Board of Commissioners 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.

AHA is the master developer of North Housing, and is responsible for site preparation, demolition, and infrastructure. On behalf of all 12 acres, AHA has undertaken demolition of existing buildings and entitlement approvals, and incurred holding costs for security, fencing, insurance, and ongoing landscape maintenance.

In addition, AHA has supported Island City Development (ICD) in its active development of approximately 3 acres (Block A), which is the first phase of North Housing, with a total of 155 apartments, to be built in three separate projects. ICD is the developer of the three projects and has received options to ground lease for the three projects: Estuary I, Estuary II, and Linnet Corner. ICD has also received Reserve Policy permanent loan commitments totaling $12,938,000 for these three projects, and a $7,500,000 predevelopment loan. Like Rosefield Village and other projects, it was anticipated that the predevelopment loan would be rolled into the permanent commitment as each project begins construction.

Please see previous Board reports for project details.

DISCUSSION

As discussed at the previous Board meeting, the master plan infrastructure and soil stabilization work are best done in dry weather, as rain can cause serious delays and extra costs. On June 26, 2023, the Public Works Department approved the North Housing Phase I backbone improvements plan, which enables the site infrastructure and soil stabilization work to begin at North Housing Block A.

Staff has received the Schedule of Values (SOV) for the construction contract from J.H. Fitzmaurice Inc., the general contractor for the soil stabilization work at North Housing Block A in the amount of $4,437,803. This work is expected to be approximately four months with work to begin in August 2023, and to be completed by November 2023. Staff recommends approving a 5% contingency above the SOV to allow for any changes. In addition, this work will require other soft costs such as soil engineer's field observations and materials testing to ensure work is performed to specification, builder's risk insurance, construction management consulting, security, and wage compliance monitoring. Please see the sources and uses chart below for the soil stabilization work.

Uses	Amount
Soil Stabilization Costs	$4,437,803
Other Soft Costs	$144,300
Contingency	$221,890
	$4,803,993
Sources	
AHA and AAHTF Predevelopment Loans	$4,803,993

Project Update

Staff is working on a Super NOFA funding application for the Estuary II project to be submitted to the State of California Department of Housing and Community Development (HCD) on July 12, 2023. In the most recent Super NOFA funding guidelines and point scoring criteria, HCD is limiting the ground lease payment of $100 or less per year and a lease administrative fee of $15,000 or less per year to be considered a below-market ground lease. For competitiveness, staff recommends proceeding with this condition layered with the previously approved ground lease structure on projects with HCD funding sources. Note that the Board of Commissioners recently decided to proceed with the Poppy Place project under similar HCD conditions related to the ground lease.

FISCAL IMPACT

The contract amounts discussed above are covered within the budget for the proposed projects at North Housing Block A. The pro rata share of soil stabilization work for each of the proposed projects is expected to be reimbursed at the construction start of the first phase at Block A.

CEQA

Not Applicable

RECOMMENDATION

Accept Project Update, Approve, and Authorize the Executive Director or her designee to Execute a Contract Not to Exceed $4,660,000 with J.H. Fitzmaurice Inc. for North Housing Soil Stabilization Work.

ATTACHMENTS

1. 01. Schedule of Values (SOV) for Soil Stabilization Work

Respectfully submitted,

Tony Weng

Tony Weng, Senior Project Manager

EXHIBIT B

Schedule Of Values

North Housing Block A - Ground Improvement

Mosley Ave and Lakehurst Circle, Alameda

5/19/2023

PHASE	ITEM	COST
	SITE WORK	
1.010	EARTHWORK & DEMOLITION	$547,482.50
1.700	CELLULAR CONCRETE FILL	$2,016,065.73
1.800	SURVEY & STAKING	$58,880.00
1.800	EX. UTILITY VERIFICATION - SUBTRONIC SCAN & POTHOLING	$48,000.00
1.820	VACUUM WELLPOINT DEWATERING "Allowance"	$800,000.00
1.850	EROSION CONTROL "Allowance"	$83,700.00
	GC AND OTHER FEES	
98.000	GENERAL CONDITIONS	$390,605.98
100.100	LIABILITY & OTHER INSURANCE - 1.3%	$51,281.54
100.100	CITY BUSINESS TAX - 0.11%	$4,395.62
	BY OWNER	
	PERMITS & FEES (BUILDING, UTILITY, STREET, ETC.)	BY OWNER
	UTILITY DESIGN & FEES (AMP/ PG&E, AT&T, CATV, WATER DISTRICT, SANITARY DISTRICT)	BY OWNER
	BUILDER'S RISK INSURANCE	BY OWNER
	SUBTOTAL	$4,000,411.36
	Overhead & Profit - 3.8%	$152,015.63
	SUBTOTAL	$4,152,427.00
	GC BOND	$35,376.00
	SUBTOTAL	$4,187,803.00
	GC CONTINGENCY	$250,000.00
	TOTAL	$4,437,803.00
	TOTAL GMP AMOUNT	**$4,437,803.00**

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:	Tonya Schuler-Cummins, Principal Management Analyst
Date:	July 19, 2023
Re:	Approve transfers of Veteran Affairs Supportive Housing (VASH) vouchers from the Housing Authority of Alameda County (HACA) and the Oakland Housing Authority (OHA) to the Housing Authority of the City of Alameda (AHA).

BACKGROUND

HUD periodically publishes notices to allow housing authorities an opportunity to express interest in receiving an additional allocation of VASH vouchers. The request from the housing authority must have a letter from the partnering Veteran Affairs (VA) Medical Center. On April 10, 2023, HUD published PIH Notice 2023-09 *2023 Mid-Year Registration of Interest for HUD-VASH Vouchers*.

The AHA's partnering VA refused to provide a letter for additional VASH vouchers to AHA due to the large number of unused VASH vouchers from all five housing authorities in Alameda County. The AHA has referrals for the one VASH voucher that was recently turned over and all other vouchers in AHA's jurisdiction are leased. The AHA and VA met to discuss options as the AHA has had success with the VASH program. The VA suggested asking HUD to reallocate VASH vouchers from other housing authorities, and the VA reached out to the Housing Authority of the County of Alameda (HACA) and the Oakland Housing Authority (OHA).

PIH Notice 2022-25 Voluntary Reallocation or Recapture of HUD-VASH Vouchers outlines the requirements for HUD to reallocate VASH vouchers. The first requirement is that the VA supply a support letter. At the time of preparation of this memo, this letter is in process and will be received by the AHA shortly. Along with the letter from the VA, a resolution must be passed by both housing authorities.

DISCUSSION

At this time, both HACA and OHA have expressed to the VA their willingness to request a reallocation of vouchers to the AHA. Both will have to go to their individual boards, separately, for a resolution to allow the transfer. Both agencies have agreed to a transfer of up to 20 vouchers if their boards approve the transfer.

The AHA plans to project-base most of these vouchers, but some will be retained as tenant-based vouchers. The AHA currently has 30 project-based vouchers and 10 tenant-based vouchers. In order to ensure mobility for the VASH families, some portion of any additional allocations need to remain tenant-based. One reason the VA is supportive of this reallocation is the success that AHA has had with the 30 project-based VASH vouchers.

FISCAL IMPACT

The reallocation of vouchers will be accompanied by an increase in fund allocations from HUD.

CEQA

Not applicable.

RECOMMENDATION

Approve transfers of Veteran Affairs Supportive Housing (VASH) vouchers from the Housing Authority of Alameda County (HACA) and the Oakland Housing Authority (OHA) to the Housing Authority of the City of Alameda (AHA).

ATTACHMENTS

1. PIH 2022-25 Voluntary Reallocation or Recapture of HUD-VASH
2. July 2023 Draft Resolution VASH Allocation from HACA
3. July 2023 Draft Resolution VASH Allocation from OHA

Respectfully submitted,

Tonya Schuler-Cummins, Principal Management Analyst

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

Special Attention of:

Offices of Public Housing;
Agencies that Administer the
HUD-Veterans Affairs Supportive
Housing (HUD-VASH) Program

Notice PIH 2022-25 (HA)

Issue: August 16, 2022

Expires: This notice remains in effect until amended, superseded, or rescinded.

Cross References: *Revised Implementation of the HUD-Veterans Affairs Supportive Housing (HUD-VASH) Program* published in the *Federal Register* on September 27, 2021.

Subject: Voluntary Reallocation or Recapture of HUD-VASH Vouchers

1. Purpose. This notice establishes the processes under which a HUD-Veterans Affairs Supportive Housing (HUD-VASH) PHA may be approved to voluntarily 1) reallocate all or a portion of their HUD-VASH vouchers and any associated funding to another HUD-VASH PHA within the same Veteran Affairs Medical Center (VAMC) catchment area, or, 2) if reallocation is not an option, have all or a portion of their HUD-VASH vouchers and associated funding recaptured and returned back to HUD. All HUD-VASH vouchers and associated funding returned to HUD will be awarded as part of a future HUD-VASH national allocation process, based on need and any other congressionally mandated factors.

2. Applicability. This notice applies to PHAs currently administering the HUD-VASH program, and only applies to unleased HUD-VASH vouchers that are no longer needed in the PHA's jurisdiction. All reallocations and recaptures are voluntary under this notice.

Additionally, in cases of reallocation to another PHA, both the initial and the receiving PHAs must have a common VAMC administering their case management for their HUD-VASH participants.

For full HCV Program voluntary transfers (or consolidations) including HUD-VASH vouchers and other special purpose vouchers, PHAs must follow the procedures in Notice PIH 2018-12 or any superseding notice.

Finally, requests for HUD-VASH voucher reallocations and recaptures described under this notice will generally be processed twice annually with effective dates of January 1 or July 1. Requests must be submitted before April 1 for a July 1 effective date or submitted before October 1 for a January 1 effective date. HUD may choose to adjust these deadlines as needed.

3. Background. HUD and the VA have collaboratively awarded HUD-VASH vouchers based on current geographic need each year since 2008. Geographic need has been determined at the VAMC catchment area level.

In recognition that there may be changes and shifts in the population of homeless veterans over time, HUD and the VA collaborated to establish the processes necessary to move HUD-VASH vouchers and funding between PHAs within the same VAMC catchment area, and to recapture vouchers that cannot be leased at the current VAMC. The intent of these processes is to optimize utilization of HUD-VASH vouchers by reducing administrative burden and to move veterans more quickly and efficiently into stable housing.

HUD's authority to reallocate and recapture HUD-VASH vouchers is stated in the Revised HUD-VASH Operating Requirements (FR-6243-N-01 section II.m).

4. Considering a HUD-VASH Reallocation or Recapture. There are many reasons PHAs and VAMCs might consider a recapture or reallocation of HUD-VASH vouchers.

PHAs should consider reallocation if:

- There is need at the VAMC, but not within the jurisdiction of a specific PHA.
- There are significant disparities in HUD-VASH utilization between PHAs within a VAMC catchment area, especially in cases where one PHA's leasing utilization is chronically below 70 percent. Since 2019, HUD has required PHAs to maintain at least a 70 percent HUD-VASH leasing utilization rate in order to be considered eligible for new HUD-VASH vouchers.
- There are a large number of veteran families moving under portability between PHAs and moving vouchers could substantially ease administrative burden.
- There is an opportunity to move vouchers between PHAs in order to apply additional vouchers to a PBV development in an effort to create additional affordable housing within the VAMC catchment area.

PHAs should consider recapture if:

- Reallocation is not an option because there is not an alternative PHA within the VAMC catchment area that could utilize the HUD-VASH vouchers.
- The partnering VAMC facility has not been able to provide sufficient referrals to improve leasing rates due to a lack of HUD-VASH eligible veterans within the VAMC catchment area.
- The PHA continues to face severe difficulties with leasing up HUD-VASH vouchers despite working with their VAMC and HUD Field Office staff.

Prior to requesting a reallocation or recapture of HUD-VASH vouchers, PHAs, in consultation with their VAMC and their HUD Field Office, are encouraged to consider all alternative strategies to improve HUD-VASH utilization. These strategies may include:

- Establishment of an MOU/MOA to lease HUD-VASH vouchers across PHA jurisdictional boundaries where applicable based on state and local law.
- Institution of a consistent exception payment standard (EPS) for HUD-VASH vouchers across the VAMC catchment area.

- Development of HUD-VASH project-based vouchers (PBVs).
- Working with the local Continuum of Care (CoC) or other local organization to coordinate resources and strategies to improve leasing of HUD-VASH.
- VAMC contracting of case management services or the use the Collaborative Case Management (CCM) model to designate non-VA service providers.

5. Requesting a HUD-VASH Reallocation. These are the steps the initial PHA must follow for requesting reallocation of unleased HUD-VASH vouchers between PHAs:

(1) Consult with the VAMC to identify or confirm a receiving PHA **within the VAMC catchment area.**

(2) The initial and receiving PHAs as well as the partnering VAMC must agree that the reallocation of HUD-VASH vouchers is an effective way to better serve HUD-VASH veterans within the VAMC catchment area. **The VAMC must follow all VA processes for voucher reallocation approval. The VA is responsible for ensuring compliance with its processes for voucher reallocation approval.** The result of this VA process will be a signed letter from the VAMC as detailed below.

(3) Both PHAs and the VAMC must agree on the total number of HUD-VASH vouchers and the PHAs must agree on any associated estimated budget authority to be moved.

(4) Once the proposed details of the reallocation have been finalized, both the initial and receiving PHAs must submit letters to their HUD Field Office(s) indicating agreement upon the part of the PHAs to the reallocation.

The letters must include:
- The name and code of the initial and receiving PHAs.
- The name of the partnering VAMC.
- The reasons for the requested reallocation (to include supporting data where appropriate).
- Whether there is any identified associated funding to be moved along with the vouchers:
  - The initial PHA should work with their HUD Financial Analyst (FA) to identify associated funding increments.
  - The initial PHA must specify (in collaboration with their FA) which allocations the reallocated vouchers will come from (the vouchers must have been awarded with the partnering VAMC). The default will be from the most recent allocation.
- The letters must be signed by the respective Executive Directors with an accompanying board resolution.

(5) The request must also include a single valid letter of support from the partnering VAMC.
- The VAMC letter must follow all VA policies and procedures.
- The VAMC letter must identify the name of the partnering VAMC, the Veterans Integrated Services number (VISN), and the facility’s Station ID.

6. Requesting a HUD-VASH Recapture. These are the steps a PHA must follow to request a recapture of HUD-VASH vouchers, and any associated funding, back to HUD.

(1) The VAMC and PHA must collaboratively make the determination that recapture is necessary. **The VAMC will follow all VA policies and procedures to determine that all alternatives (including reallocation as detailed above) have been exhausted and a recapture of vouchers is necessary. The VA is responsible for ensuring compliance with its processes for voucher reallocation approval.** The result of this VA process will be the signed letter from the VAMC as detailed below.

(2) Both the PHA and VAMC must agree on how many HUD-VASH vouchers will be recaptured and returned back to HUD and the PHA must determine any associated estimated budget authority to be returned.

(3) Once the details of the arrangement have been finalized, the PHA must submit a letter to their HUD Field Office indicating its intention to have the specified number of HUD-VASH vouchers removed from its Consolidated Annual Contribution Contract (ACC).

The letter must include:

- The name and code of the PHA.
- The name of the partnering VAMC.
- The reasons for the requested recapture (to include supporting data where appropriate).
- Whether the PHA believes there is any associated funding to be recaptured along with the vouchers:
    - PHAs should work with their HUD Financial Analyst (FA) to identify associated funding increments.
    - The PHA must specify (in collaboration with their FA) which HUD-VASH allocations the recaptured vouchers will come from (the vouchers must have been awarded with the partnering VAMC.) The default will be from the most recent allocation.
- The letter must be signed by the Executive Director with an accompanying board resolution.

(4) The request must also include a valid letter of support from the VAMC.

- The VAMC letter must follow all VA policies and procedures.
- The VAMC letter must identify the name of the partnering VAMC, the Veterans Integrated Services number (VISN), and the facility's Station ID.

7. Recommendation to Headquarters. Upon receipt of a complete HUD-VASH reallocation or recapture request as described above (Section 5 and 6, respectively), the HUD Field Office will complete an initial review of the request.

The HUD Field Office must determine if the documentation complies with the steps required in in the relevant section (Section 5 or 6) of this notice and must work with the PHA(s) to correct any deficiencies in the submission if necessary. The Field Office may deny a request if it is unable to obtain the necessary documentation or, in the case of reallocation, if the Field Office believes that the receiving PHA(s) has not demonstrated the capacity to successfully administer the additional HUD-VASH vouchers.

To determine capacity, the HUD Field Office must check the receiving PHA for any major unresolved program management findings from an Inspector General audit, HUD management review, or Independent Public Accountant (IPA) audit for the PHA's HCV program, or other significant program compliance issues that were not resolved, or in the process of being resolved, as determined by HUD. The receiving PHA(s) must not have any outstanding civil rights issues. Additionally, the HUD Field Office should check to ensure the receiving PHA has sufficient budget authority and is not at risk of a critical budget shortfall.

If the HUD Field Office determines that the request is unacceptable, the Public Housing Director will submit a written notice to the PHA explaining why the request has been denied.

If the request is determined by the HUD Field Office to be acceptable, the Field Office will then contact the FMC Financial Analyst (FA) (with copies to FinancialManagementCenter@hud.gov) to confirm the actual funding amount and increments available at the initial PHA to be reallocated or recaptured.

After the FA has confirmed the financial information, the Field Office will send a recommendation memo to HUD headquarters to include:

(1) The name and code of the PHA(s).
(2) In the case of reallocation, the HUD Field Office's determination that the receiving agency has the capacity to administer the initial PHA's HUD-VASH vouchers.
(3) The effective date of the reallocation or recapture – either January 1 (if submitted between April 2 and October 1) or July 1 (if submitted between October 2 and April 1).
(4) The total number of HUD-VASH vouchers that will be removed from the initial PHA, and in the case of reallocation, moved to the receiving PHA.
(5) The amount of funding to be moved to the receiving PHA or returned to HUD and which increments the units and funding will come from, as confirmed by the FA.
(6) Field Office contact information for follow up.

The Field Office recommendation memo and **full reallocation or recapture request** must be sent to the HUD-VASH policy mailbox at vash@hud.gov. The email subject line should read either: 1) *HUD-VASH Reallocation Request* (along with the PHA codes of both the initial and receiving PHAs) or 2) *HUD-VASH Recapture Request* (along with the PHA code.)

8. Approval and Notification to FMC and Stakeholders. Upon receipt of the HUD-VASH reallocation or recapture recommendation from the HUD Field Office, the Housing Voucher Management and Operations Division (HVMOD) at HUD headquarters will review the details of the request and consult with the VA HUD-VASH team at VA headquarters.

The HVMOD will alert the FMC, which will confirm the increments, units, and funding to be reallocated or recaptured. FMC staff will follow up with HUD Field Office contact and the

FMD as needed, to coordinate and finalize any remaining financial details, such as ACC amendments, and recall of funds. If units are being recaptured rather than reallocated the units will be reduced from the PHA's inventory, and the associated amount of funds will be returned back to HUD.

The HVMOD will send the final approval memo and alert the Real Estate Assessment Center (REAC), the Public Housing Field Office, the Program Support Division (PSD) and Financial Management Center (FMC) Directors.

Most importantly, the Public Housing Field Office Director will notify the respective PHA(s) of the approved reallocation of HCV budget authority and units.

10. Information Contact. Inquiries about this notice should be directed to your local HUD Field Office or vash@hud.gov.

11. Paperwork Reduction Act. The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act (PRA) of 1995 (44 U.S.C 3520). In accordance with the PRA, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number. The active information collections contained in this notice have been approved under the PRA OMB Control Number 2577-0169.

___________/s/______________
Dominique Blom
General Deputy Assistant Secretary
for Public and Indian Housing

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _________

Approve the Housing Authority of the City of Alameda (CA062) to Accept Reallocation of Veteran Affairs Supportive Housing (VASH) Vouchers from the Housing Authority of the County of Alameda (CA067)

WHEREAS, the Housing Authority of the City of Alameda ("AHA") is a Public Housing Authority operating a Veteran Affairs Supportive Housing (VASH) program;

WHEREAS, the AHA's VASH program has a high utilization rate;

WHEREAS, the AHA's partnering Veteran Affairs Medical Center (VAMC), VISN 21's San Francisco VA Health Care System (station 662) is supportive of a reallocation of VASH vouchers;

WHEREAS, PIH Notice 2022-25 allows for a voluntary reallocation of HUD-VASH vouchers;

WHEREAS, the Housing Authority of the County of Alameda (HACA) is currently underutilizing VASH Vouchers; and

WHEREAS, HACA management is requesting a transfer from its Board of Commissioners of up to 20 VASH vouchers.

NOW, THEREFORE, BE IT RESOLVED, that the Board indicates support of up to 20 VASH vouchers from the Housing Authority of the County of Alameda to the Housing Authority of the City of Alameda; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Executive Director to accept such transfer.

ATTEST:

Vanessa M. Cooper Secretary and Executive Director	Carly Grob, Chair Board of Commissioners

Adopted:

July 19, 2023

Date

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _________

Approve the Housing Authority of the City of Alameda (CA062) to Accept Reallocation of Veteran Affairs Supportive Housing (VASH) Vouchers from the Oakland Housing Authority (CA003)

WHEREAS, the Housing Authority of the City of Alameda ("AHA") is a Public Housing Authority operating a Veteran Affairs Supportive Housing (VASH) program;

WHEREAS, the AHA's VASH program has a high utilization rate;

WHEREAS, the AHA's partnering Veteran Affairs Medical Center (VAMC), VISN 21's San Francisco VA Health Care System (station 662) is supportive of a reallocation of VASH vouchers;

WHEREAS, PIH Notice 2022-25 allows for a voluntary reallocation of HUD-VASH vouchers;

WHEREAS, the Oakland Housing Authority (OHA) is currently underutilizing VASH Vouchers; and

WHEREAS, OHA management is requesting a transfer from its Board of Commissioners of up to 20 VASH vouchers.

NOW, THEREFORE, BE IT RESOLVED, that the Board indicates support of up to 20 VASH vouchers from the Oakland Housing Authority to the Housing Authority of the City of Alameda; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Executive Director to accept such transfer.

ATTEST:

________________________	________________________
Vanessa M. Cooper	Carly Grob, Chair
Secretary and Executive Director	Board of Commissioners

Adopted:

July 19, 2023

____

Date

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: Sylvia Martinez, Director of Housing Development

Date: July 19, 2023

Re: Accept Update on Poppy Place and Authorize the Executive Director to Negotiate and Execute the Second Amendment to the Purchase and Sale Agreement at 1628 Webster.

BACKGROUND

In fall 2020, the Housing Authority of the City of Alameda (AHA) was approached by a seller, the owner of the Hawthorn Suites on Webster Street, with an opportunity to convert the hotel to residential use. The Board authorized the Executive Director to sign a purchase and sale agreement in June 2022 and provided an $8 million conditional long-term commitment of funding to the project from the agency reserve policy. Staff applied to the State of California Housing and Community Development Department in July 2022 for funding and received an award in February 2023. Staff has accepted due diligence and negotiated an extension to close by the end of September 2023.

DISCUSSION

Staff has continued working on all aspects of design, construction and financing to bring this project to fruition. A construction lender has been identified, the Housing Trust of Silicon Valley, and the State of California Standard Agreement has been drafted and is circulating for signature. An RFP has been issued for the tenant improvements, and RFPs for the roof and solar are in draft. Contracts for property management and services are being finalized, and a tenant selection criteria for supportive housing has been finalized.

Staff has reviewed the development for any possible delays due to the County of Alameda Department of Environmental Health (ACDEH) review process, which is needed to approve the change of use from commercial to residential. This process has been initiated but can be time-consuming. The funders will require a letter of approval from ACDEH to begin construction.

Because the hotel is a commercial business, where bookings are made months in advance, staff needs to provide ample notice to the seller of any proposed changes. In abundance of caution, staff has negotiated a second amendment to the Purchase and

Sale Agreement to extend the closing. A draft amendment to the purchase and sale agreement is attached. In the need of further adjustments to this draft amendment, staff requests that the Executive Director have authority to negotiate and execute this agreement.

FISCAL IMPACT

There is no substantial fiscal impact to this action.

CEQA

Not applicable

RECOMMENDATION

Accept Update on Poppy Place and Authorize the Executive Director to Negotiate and Execute the Second Amendment to the Purchase and Sale Agreement at 1628 Webster.

ATTACHMENTS

1. Webster_Second Amendment to Agreement of Sale and Purchase_v5

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

SECOND AMENDMENT TO
AGREEMENT OF SALE AND PURCHASE

(1628 Webster Street)

THIS SECOND AMENDMENT TO AGREEMENT OF SALE AND PURCHASE (the "Second **Amendment**"), dated as of ___________, 2023, is between ALAMEDA HOSPITALITY LLC, a California limited liability company ("**Seller**"), and HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a California body corporate and politic (together with its permitted successors and assigns, "**Buyer**").

RECITALS

A. Seller and Buyer are parties to that certain Agreement of Sale and Purchase, dated as of June 29, 2022, as modified by that certain Extension Notice, dated December 19, 2022, as further modified by that certain Second Extension Notice, dated January 23, 2023, as amended by that certain First Amendment to Agreement of Sale and Purchase, dated as of February 21, 2023 (collectively, the "**Agreement**"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement unless the context clearly indicates otherwise.

B. Seller and Buyer mutually desire to modify the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Amendments.

1.1. Amendment of Section 1.1. Section 1.1 of the Agreement is hereby amended by adding the following definition in a position that is alphabetical in relation to the other defined terms:

"**Voluntary Remedial Action Agreement"** shall mean that certain Voluntary Remedial Action Agreement (Agreement No. RO000354-2023-07-06), dated effective ___________, 2023, between Buyer, and the Alameda County Department of Environmental Health ("**ACDEH**"), and acknowledged by Seller.

1.2. Amendment of Section 2.3. Section 2.3 of the Agreement is hereby amended in its entirety as follows:

"**Section 2.3 Deposit.** Buyer has deposited by Federal Reserve wire transfer of immediately available funds the sum of Twenty-Five Thousand and No/100 Dollars ($25,000.00) as an initial deposit (the "**Initial Deposit**") with Escrow Agent whose address is as indicated in Section 11.3. Buyer has also delivered the Approval Notice in accordance with the terms of this Agreement, and Buyer has deposited by Federal Reserve wire transfer of immediately available funds the sum of Two Hundred Thousand and No/100 Dollars ($200,000.00) (the "**Second Deposit**") with Escrow Agent. In connection with the Second Amendment, the Buyer shall deposit by Federal Reserve wire transfer of immediately available funds the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) on or before July __, 2023 (the "**Third Deposit**" and collectively with the Initial Deposit, the Second Deposit, and the Extension Deposit (if made), the "**Deposit**") with Escrow Agent. The Initial Deposit became nonrefundable to Buyer upon Buyer's delivery of the Approval Notice. The Second Deposit became nonrefundable when made by Buyer, subject to the terms and conditions of this Agreement. The Third Deposit shall be nonrefundable when made by Buyer, subject to the terms and conditions of this Agreement. The Deposit shall be held and delivered by Escrow Agent in accordance with the provisions of Article 5. Interest earned on the Deposit while held by the Escrow Agent shall be considered part of the Deposit and shall be deemed to have been earned by and constitute income of Buyer. If the Closing occurs, the Deposit, including all interest, shall be applied against the Purchase Price on the Closing Date."

1.3. Amendment of Section 8.4. Section 8.4 of the Agreement is hereby amended in its entirety as follows:

"**Section 8.4 Property to be Delivered Vacant.** "The Seller shall assure that the Property is vacant and that none of the Property, including any land or buildings, is occupied by any person or entity, or encumbered by a lease or rental agreement, as of Friday, November 10, 2023, and shall deliver the Property to Buyer on the Closing Date in such vacant condition. Seller's obligation to deliver the Property vacant shall not apply to any retail leases reviewed and approved by Buyer prior to the end of the Due Diligence Period."

1.4. Amendment of Section 9.2. The first sentence of Section 9.2 of the Agreement is hereby amended in its entirety as follows:

"The consummation of the purchase and sale of the Property hereunder ("**Closing**") shall take place on any date on or before November 15, 2023, as mutually determined by Buyer and Seller."

1.5. Amendment of Section 9.3(a)(iv). Section 9.3(a)(iv) is hereby amended in its entirety as follows:

"A copy of the Compliance Certificate, as defined and issued by the East Bay Municipal Utility District ("**EBMUD**"), certifying that all private sewer lateral applicable to the Property is free of leaks and otherwise meets the requirements of the Regional Private Sewer Lateral Ordinance, adopted and consolidated by the EBMUD."

1.6. Addition of Section 9.7. Section 9.7 is hereby added to Article IX of the Agreement as follows:

> "**Section 9.7 Termination of Voluntary Remedial Action Agreement.** In the event of termination of this Agreement for any reason, Buyer agrees (1) to cause the termination of the Voluntary Remedial Action Agreement in accordance with the terms thereof, and (2) to pay any and all fees and costs associated with the termination of the Voluntary Remedial Action Agreement; provided, however, that Buyer shall not have any obligations under this Section 9.7 or under the Voluntary Remedial Action Agreement with respect to the mere discovery of adverse conditions relating to the Property or preexisting conditions of the Property discovered by Buyer, Seller, or the ACDEH in the course of any investigations permitted by this Agreement or by the Voluntary Remedial Action Agreement and Buyer shall have no responsibility or liability for the discovery of such adverse or preexisting conditions, or for paying the cost of remedying or rectifying any such conditions."

2. No Other Amendments; This Second Amendment Governs and Controls. The Agreement, as amended by this Second Amendment, is hereby reaffirmed. Except as expressly modified hereby, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Second Amendment are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Second Amendment shall govern and control. All references in the Agreement to the "Agreement" shall mean the Agreement as amended by this Second Amendment.

3. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by email or other electronic transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment as of the day and year first above written.

SELLER

ALAMEDA HOSPITALITY LLC,
a California limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

BUYER

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

By: ______________________________
Name: ______________________________
Title: ______________________________

CONSENT OF ESCROW HOLDER:

Fidelity National Title Company ("**Escrow Agent**"), accepts the foregoing Second Amendment as escrow instructions, agrees to act as escrow holder and to be bound by the provisions in the Agreement, as amended by the Second Amendment, as applicable to the Escrow Agent.

FIDELITY NATIONAL TITLE COMPANY

By: ______________________________
Name: ______________________________
Title: ______________________________

Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To:	Honorable Chair and Members of the Board of Commissioners
From:	Janet Basta, Director of Human Resources and Operations
Date:	July 19, 2023
Re:	Accept a presentation and report from the HR Department on staffing, and approve a revised Schedule of Authorized Positions effective immediately and a revised Pay Schedule effective July 30, 2023.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) desires to remain competitive in the marketplace, and periodically conducts reviews of compensation (salary and benefits) to ensure that it is able to do so. Following separation from the City of Alameda in 2012, Koff and Associates, a human resources consulting firm, was engaged to perform an initial classification and compensation study of all current and proposed positions, resulting in new job descriptions, and a salary schedule and schedule of authorized positions that were approved retroactive to January 1, 2013. A second compensation study was completed of all positions in 2016, also by Koff and Associates; that study resulted in a wage change for one position, which was subsequently incorporated into the schedule of authorized positions in January 2017. Additionally, limited scope studies have been completed periodically as new positions have been developed or there is indication from the market that certain positions need to be re-benchmarked to remain competitive for recruitment and/or retention purposes.

In late 2018, Ralph Andersen & Associates, a human resources consulting firm with expertise in conducting public sector compensation studies, was engaged to complete a compensation study for the Director level positions. The results of that study were presented to the Board of Commissioners in February 2019, and a revised pay schedule was subsequently approved and implemented. A subsequent study of remaining exempt positions was presented to the Board in November 2019, and again for non-exempt positions in March of 2020, and the revised pay schedules were also subsequently approved and implemented. An update to these studies was completed and implemented in 2022, including all exempt and non-exempt positions with the exception of Resident Manager staff. Ralph Andersen & Associates was also engaged to complete that study. At the time that this study was presented, the Board requested that information on an overall pay philosophy be brought to the Board for consideration.

Human Resources staff is also presenting an update of the HR Data presentation provided to the Board in April 2021.

DISCUSSION

Human Resources Data Report

In 2021, the AHA presented human resources data to the Board of Commissioners. The data spanned calendar years 2015 through 2020. This month, we are bringing and presenting data from calendar years 2021 through 2022. The intent of collecting and reporting this data is: to better identify potential turnover in the workforce; understand equity in the hiring process; recognize language capacity amongst staff; and highlight potential impacts and strategies to improve recruitment and retention processes.

General Pay Philosophy

AHA desires to provide a compensation package that attracts and retains qualified candidates and employees. Competition for qualified candidates is increasing; a 2023 research report from NeoGov, a provider of HR management solutions for the public sector, shows that 79% of public agencies cannot currently find enough qualified candidates to fill positions. Additionally, since 2021, there has been a 45% increase in public sector job openings and a 56% decrease in applicants per job. While compensation is certainly not the sole reason that candidates apply and employees stay in positions, it plays a key role, particularly in areas with a high cost of living.

It is prudent to review compensation levels at least every four years, dependent on market conditions and data. Market conditions and competition for skilled workers has been such during the past several years that more frequent reviews have been completed, and trends do not indicate that this will change any time soon. Exempt level and management positions are particularly impacted at the present time, due to the increasing number of public employees that are nearing retirement, which increases competition with other public sector and non-profit agencies for knowledgeable, experienced staff when retirements occur. Additionally, high housing costs, lengthy commutes, and a generally tight, competitive job market all add to the challenge of attracting and retaining both management and non-management staff. *Therefore, it is anticipated that compensation studies will be completed every three years at a minimum over the next 5-10 years.*

Compensation plans, including both salary and benefits, should ensure that salaries/benefits remain competitive in the marketplace and support the Agency in attracting and retaining high performing, well-qualified employees, as well as providing a defensible and rational basis for compensating employees that is consistent with public practices. Studies that AHA has done have found that while AHA salaries were generally at market levels, AHA's benefits lag behind, primarily due to other agencies offering more robust retirement formulas or contributions, post-employment health benefits, or especially in the case of exempt positions, management or administrative leave in addition to vacation leave. For example, some comparator agencies pay the full

CalPERS employee contribution for some positions, or offer additional management level benefits. Additionally, the majority of public agencies participate in social security, while AHA does not.

When presenting compensation studies, AHA has historically recommended utilizing a 50th percentile level of comparison, which the Board has approved. Three levels of percentiles are typically reviewed and presented in the consultant's rep ort to staff:

1. Median (50th percentile), which reflects a ranking of the data at the middle of the data set; half of the data is above the median and half is below
2. 60th percentile, which reflects a ranking level where 60% of the data set is below the data point, and 40% is above the data point
3. 75th percentile, which reflects a ranking level where 75% of the data set is below the data point, and 25% is above the data point

In looking at the most recent study of all positions, increasing from the 50th percentile to the 60th percentile would have required an increase of approximately four percent (4%) to overall salaries. At the current rate (including the budgeted 2023 COLA) for budgeted positions, this would equate to an increase to the salary budget of approximately $320,000.00. Rather than re-setting the generally adopted percentile to a higher level across the board, management recommends:

1. *Providing the option for more frequent (ie, every two years rather than every three years) compensation studies if needed to rapidly respond to market changes.*
2. *Providing for flexibility to utilize different percentiles to address inherent differences in total compensation offerings.* For example, management may propose adopting a 60th percentile benchmark for exempt positions to offset additional benefits provided by other public agencies. Any proposals that reflect this approach would be brought to the Board for consideration and incorporated into the approved Pay Schedule.

AHA Management does not propose being the highest paying employer in the Housing Authority sector or among the comparator agencies typically benchmarked to in studies. Paying at the top may seem initially appealing and may result in more applicants applying for positions or increased staff retention. However, the downside to this is that candidates may apply primarily due to salary, and not due to mission/interest in the work; may be more inclined to accept positions that may not work for them over time, due to outside factors such as long commutes; and may be more likely to leave should another higher paying position become available. In addition, current employees may stay in positions beyond the time of active engagement if leaving would mean a cut in pay. While it is a balancing act, generally paying at the median with options for more frequent studies or a higher percentile for some positions should allow the agency to stay competitive in attracting well-qualified candidates and retaining engaged employees.

For background purposes, a summary of AHA's current employee benefits package is attached as Exhibit 4. Please note that vacation leave gradually increases beginning in year 5, with the highest amount of vacation earned by employees who have reached 25 or more years of service. There are two exceptions to this that have been made to partially address the lack of management/administrative leave in AHA's benefits package: 1) exempt-level staff typically start at 3 weeks of vacation per year, and 2) Director-level staff start at 3 weeks and increase to 4 weeks of vacation at the end of the first year. The Executive Director's salary and contract terms are set separately by the Board. In addition to vacation accrual, AHA offers a 72 vs. 75 hour pay period, typically providing every other Friday off to most employees as a flex day, where most agencies require an 80 hour pay period.

<u>Salary Management including Cost of Living Adjustments (COLA)</u>

Wage Ranges and General Administration Procedures
AHA has established a wage range for each class of position title listed in the Schedule of Authorized Positions approved by the Board of Commissioners. As is common in the public sector, each position, with the exception of the Executive Director, is assigned a wage range, and each range currently has five steps or rates of pay. Wage ranges are subject to adjustment and change by the Board of Commissioners as conditions warrant, generally when a compensation study is completed or a COLA is granted. A Salary Schedule shows all salary and wage ranges available, whether any positions are currently assigned to those ranges or not, and the corresponding rate for each step within each range, including monthly and biweekly rates (applicable to exempt employees) and hourly wages (for non-exempt employees) at each step. The current Pay Schedule, also approved by the Board, shows titles, wage ranges, and monthly rates and is posted on the AHA website.
The steps within each range are administered as follows:

- The first step of each range is the beginning wage level and is the standard hiring rate for a position. The Executive Director has the authority to hire an employee above Step 1 of the applicable range. Generally, AHA seeks to hire job applicants at Steps 1-3 of the assigned range unless doing so would risk the applicant not accepting the Housing Authority's job offer.
- Employees may be considered for advancement to the next step assigned to their position after a minimum of one year of satisfactory probationary service, with the recommendation of the supervisor with approval of the Executive Director. Advancement to the next step in subsequent years may occur with each year of satisfactory service until the employee attains the top step of the range assigned to their position.
- The top step of each range is the final step for employees who attain and maintain a thoroughly satisfactory standard of work performance. Employees at the top of their range are eligible for any adjustments made to the range due to

cost of living adjustments or re-evaluation of the wage rate schedule, but are not eligible for any further step increases so long as they remain in the same position or wage range.

- The Executive Director has the authority to approve an employee for a salary advancement of more than one step. Generally, this is only considered when there is a need to adjust an employee's salary for internal equity reasons, or when an employee was hired at the bottom of the salary range and has demonstrated exemplary performance.

Cost of Living

The Housing Authority employs a method to compensate employees for cost of living adjustments, if any, to the extent that funds are available. Cost of living adjustments (COLA) may be considered no more frequently than annually and require approval from the Board of Commissioners; there is no guarantee of a cost of living increase in any year. COLA's are incorporated into the Pay Schedule, which is approved by the Board in August, and are implemented at the beginning of the next pay period following approval by the Board. This is the approach that has been used starting in 2020 to streamline administrative processing of the COLA.

COLA's are budgeted for considering trends in the Bay Area CPI during the prior year, and considering the overall budget including staffing costs. While a projected COLA is budgeted for in May/June at the time of budget approval, staff subsequently recommends a final COLA amount in August, based on the June CPI report. The Board has been very generous in approving COLA requests over the years; a summary of COLA amounts granted relative to the CPI is shown below:

YEAR	BAY AREA CPI	COLA AMOUNT GRANTED
2015	2.3%	3.0%
2016	2.7%	3.0%
2017	3.5%	4.0%
2018	3.9%	3.9%
2019	3.2%	3.2%
2020	1.6%	3.0%
2021	3.2%	3.2%
2022	6.8%	4.2%
2023	4.0% budgeted	TBD

Management proposes that a COLA would be budgeted at 3.0 – 4.0 percent each year but recommended based on the actual COLA for the June-June period in the preceding year, not to exceed a maximum of 4% or the June-June CPI, whichever is less. Management would not present options at the Board meeting in this case. Rather, a COLA at the level of the CPI would be presented up to the budgeted amount for the fiscal year.

Current Compensation Study of Director Positions

An update to the Director compensation was conducted in May/June, due to positions being created or modified and difficulty attracting qualified candidates for positions. For example, the Director of Asset Management has been posted for five months, but remains vacant. The same methodology used for the prior studies was employed for the current study. Thirteen public agencies were identified to participate in the survey. Comparable positions at each agency were identified using criteria such as core functional duties, education/skills requirements, level of duties, and the scope of supervisory and management duties. All identified agencies participated, though it is noted that not all positions had positions of comparable class in all agencies. Data was collected from the comparator agencies on monthly base salaries as well as other cash supplements and the full range of benefits provided to employees. For this study, data was adjusted to a 40-hour equivalent to adjust for variation in monthly pay levels based on various schedules (i.e., 37.5 hour vs 40 hour workweeks). It is noted that data was gathered prior to the start of the FY for most agencies. According to the compensation consultant, there will likely be additional salary increases effective for the 2023-24 fiscal year for most of the agencies, with expected increases of around 4%.

The same agencies were used in the compensation survey that were used in the exempt surveys, as follows:

Oakland Housing Authority	City of Alameda
City of San Mateo	City of Oakland
San Francisco Housing Authority	City of San Francisco
Santa Clara Housing Authority	City of San Jose
Contra Costa Housing Authority	San Mateo County
Alameda County	Alameda County Housing Authority

Additionally, for this study, data was obtained from the Sacramento Housing and Redevelopment Agency. This was done to help ensure adequate comparator data, due to the unique nature of some Director positions, as well as to address locations staff in these positions might originate from or move to.

Exhibit 2 provides a summary of the data received in this study, including the recommended placement for each position at the 50th percentile level in AHA's Salary Schedule. Exhibit 3 is the revised FY 2023-2024 Pay Schedule, reflecting these changes. Recommended salary ranges for individual positions are based on a combination of market data for that position (or comparable positions within the Agency where data was not gathered or new positions were created) and an analysis of internal relationships, including ensuring a minimum of a 10-15% differential between supervisor and subordinate classes.

Management further recommends that the salary levels of individual existing staff be adjusted to the new wage range at the beginning of the next pay period (July 30, 2023), but that those adjustments be made to a step in the new range that ensures a maximum of a 5% increase to current salary. This approach allows for more moderate increases at the present time, and addresses those positions that are the lowest compared to the market rate while allowing for salary growth in the wage range over the next several years for staff not yet at the top step in their assigned range who perform satisfactorily. New Director hires will be made in the new range; it is anticipated that with all ranges increasing, a mid-point or lower starting salary may be able to be offered and the financial projections below include that assumption.

A copy of the full compensation data may be requested if more in-depth information is desired. Paper copies will also be available at the July 19, 2023 Board of Commissioners meeting.

Additionally, AHA Management is considering classifying Director positions as contract (at-will) positions, rather than regular positions, beginning in November 2023. This would be phased in as new hires are made.

Schedule of Authorized Positions

An updated Schedule of Authorized Positions is also being brought to the Board this month. Total proposed positions (FTE's) have not changed; the update is needed to request a change of department for one Management Analyst/Senior Management Analyst position, from Administration to Finance. This change is being proposed to provide additional financial analysis support to the Finance Department as AHA continues to focus on development of new and rehab of existing properties. Additionally, a title change from Director of Human Resources and Operations to Director of Human Resources is proposed, to better align with current job duties.

FISCAL IMPACT

The cost to grant the recommended changes to existing and new Director salaries is approximately $34,000.00 for the balance of the upcoming fiscal year, including AHA's pension contributions.

Due to unfilled positions going into FY 2023-2024, increases are expected to be met within the overall salary budget for AHA for this fiscal year. If adopted, the new wage ranges assigned to the impacted positions will be incorporated into the next fiscal year's budget.

CEQA

Not applicable to this item.

RECOMMENDATION

Accept a presentation and report from the HR Department on staffing, and approve a revised Schedule of Authorized Positions effective immediately and a revised Pay Schedule effective July 30, 2023.

ATTACHMENTS

1. Exhibit 1 Schedule of Authorized Positions FY 2023-2024 Revised 7.2023
2. Exhibit 2 Salary Recommendations at Market Median (50th Percentile)

3. Exhibit 3 Pay Schedule 2023-2024 Rev. 2023.7
4. Exhibit 4 Employee Benefits Package 2023
5. Exhibit 5 Reso-Amend Schedule of Authorized Positions and Pay Schedule 2023.7

Respectfully submitted,

Janet Basta

Janet Basta, Director of Human Resources and Operations

Exhibit 1

Housing Authority of the City of Alameda
Schedule of Authorized Positions
FY 2023/2024 , Rev. July 2023

Department/Position Title	Note		2023-2024 approved FTE 2023-2024	Proposed change FTE 2023 - 2024	Year on Year Difference
Executive Department					
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)		1.00	1.00	
Principal Management Analyst			1.00	1.00	
Management Analyst (Data and Policy)	(See Note E)		2.00	2.00	
		Sub-Total	7.00	7.00	0.00
Administration Department					
Director of Administrative Services			1.00	1.00	
Assistant Director of Administrative Services	(See Note D)		1.00	1.00	
Risk Control Manager			1.00	1.00	
Community Relations Manager			1.00	1.00	
Administrative Manager			1.00	1.00	
Senior Management Analyst (General)	(See Note C)		2.00	1.00	
Management Analyst	(See Note E)		1.00	1.00	
Program Assistant			1.00	1.00	
		Sub-Total	9.00	8.00	-1.00
Human Resources Department					
Director of Human Resources	(See Note G)		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
Finance Department					
Director of Finance/Chief Financial Officer			1.00	1.00	
Assistant Director of Finance	(See Note G)		1.00	1.00	
Development Accounting Officer	(See note H)		1.00	1.00	
Management Analyst			0.00	1.00	
Accounting Specialist I & II	(See Note B)		3.00	3.00	
		Sub-total	6.00	7.00	1.00
Housing Programs Department					
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	(See Note C)		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
Property Operations Department					
Director of Portfolio Management (prior title Property Operations) (See Note C)			1.00	1.00	
Property Management Supervisor			1.00	1.00	
Maintenance Technician I & II	(See Note B)		1.00	1.00	
Resident Manager I and II	(See Notes A and B)		0.00	0.00	
Assistant Resident Manager	(See Note A)		0.00	0.00	
Program Assistant			1.00	1.00	
		Sub-total	4.00	4.00	0.00
Housing Development Department					
Director of Housing Development (prior title Housing and Community Development)			1.00	1.00	
Assistant Director of Housing Development	(See Note D)		1.00	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			1.00	1.00	
Program Assistant			0.00	0.00	
		Sub-total	8.00	8.00	0.00
Asset Management Department (note the Director and Asset Manager were in Property Operations prior)					
Director of Asset Management			1.00	1.00	
Asset Manager	(See Note C)		1.00	1.00	
Associate Asset Manager	(See Note F)		1.00	1.00	
		Sub-total	3.00	3.00	0.00
		Total	54.00	54.00	0.00

Note A: Resident employees are contracted employees. These positions are elimated 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 backfilled.

Note E: May be filled at the Senior level

Note F: Position may be filled at a Specialist level; formerly titled Assistant

Note G: Reflects title change to align with duties

Note H: Formerly title Accounting Officer and filled at a Specialist level

Note I: Temporary staff are not included in the Schedule of Authorized Positions

Exhibit 2

Alameda City Housing Authority
Salary Recommendations; Market Benchmarking
Benchmark Classes set to Market Median (50th Percentile)
Total Compensation Market Deviation

Line	Classification Job Title	Range	Current Range Max	Market Deviation	Recomm. Range	Recomm. Max.	Percent Change	Internal Alignment/Salary Setting Rationale
1	Executive Director		$ 28,608	+5.4%		$28,608	0.0%	Benchmark; set to market; minimum 15% above highest subordinate; SCS*
2								
3	Deputy Executive Director	62	$ 22,147		65	$23,864	7.8%	Approx. 12.5% above Director of Finance
4								
5	Director of Finance	57	$ 19,611		60	$21,092	7.6%	Same as Director of Housing and Development
6	Director of Housing and Development	57	$ 19,611	-7.5%	60	$21,092	7.6%	Benchmark; set to market
7								
8	Director of Human Resources	54	$ 18,220	-5.4%	56	$19,132	5.0%	Benchmark; set to market
9	Director of Asset Management	51	$ 16,940	-16.7%	56	$19,132	12.9%	Approx. 5% above Director of Portfolio Management
10								
11	Director of Administrative Services	51	$ 16,940	-9.0%	54	$18,220	7.6%	Benchmark; set to market
12	Director of Portfolio Management	51	$ 16,940		54	$18,220	7.6%	Same as Director of Administrative Services
13	Director of Housing Programs	51	$ 16,940		54	$18,220	7.6%	Same as Director of Administrative Services
14	Director of Data and Policy		--		54	$18,220	--	Same as Director of Portfolio Management

SCS* - Same as Current Salary

Exhibit 3

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
PAY SCHEDULE FY 2023-2024, Rev. July 30, 2023

			MONTHLY SALARY				
PositionTitle	Salary Range	Effective Date	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	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	54	7/30/2023	$ 14,991	$ 15,740	$ 16,527	$ 17,353	$ 18,220
Director of Portfolio Management (aka Property Operations)	54	7/30/2023	$ 14,991	$ 15,740	$ 16,527	$ 17,353	$ 18,220
Director of Data and Policy	54	7/30/2023	$ 14,991	$ 15,740	$ 16,527	$ 17,353	$ 18,220
Director of Administrative Services	54	7/30/2023	$ 14,991	$ 15,740	$ 16,527	$ 17,353	$ 18,220
Director of Asset Management	56	7/30/2023	$ 15,740	$ 16,527	$ 17,353	$ 18,220	$ 19,131
Director of Human Resources	56	7/30/2023	$ 15,740	$ 16,527	$ 17,353	$ 18,220	$ 19,131
Director of Housing Development	60	7/30/2023	$ 17,353	$ 18,220	$ 19,131	$ 20,088	$ 21,093
Director of Finance/Chief Financial Officer	60	7/30/2023	$ 17,353	$ 18,220	$ 19,131	$ 20,088	$ 21,093
Deputy Executive Director	65	7/30/2023	$ 19,610	$ 20,590	$ 21,619	$ 22,700	$ 23,835
Executive Director**	N/A	8/28/2022	$ 27,246	$ 28,608			

**Salary authorized by Board of Commissioners per Employment Agreement

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

Housing Authority of the City of Alameda

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Exhibit 4

2023 Employee Benefits Package	
VACATION LEAVE	
Varies depending on years of service	10 to 25 days per year
SICK LEAVE	
Employees on an 8-hour workday	8 hours per month
Employees on a 7.5-hour work day	7.5 hours per month
BEREAVEMENT LEAVE	
For death of specified family members	Up to 4 days paid; max 8 days paid per calendar year; additional unpaid leave may be available
HOLIDAYS	
Regular / Floating	11 / 3.5 days
BILINGUAL PAY	
Employees certified to perform bilingual services	$50 per month for basic; $100 per month for advanced
PENSION	**CALPERS**
2% @ 55 Plan or	Existing members pay 7%
2% @ 62 for members after 12/31/12	New member rate after 12/31/12 is 50% of normal cost, currently 7.25%; 8.25% beginning 7/1/23.
HEALTH INSURANCE	**CALPERS**
Coverage variers with plan chosen by the employee	2023 - Employer pays up to 100 % of the Kaiser Employee + 2 rate which is $2,375.72 ($151 PEMHCA contribution plus additional contribution to Cafeteria plan) AHA's retirement health insurance contribution for qualified retirees is made at the PEMCHA minimum payment, currently $151 per month.
*CalPERS medical plan options and rates: https://www.calpers.ca.gov/page/active-members/health-benefits/plans-and-rates ->Public Agency & School Members *Please note that Alameda County is under the Region 1 rates.	
DENTAL AND VISION CONTRIBUTION: AHA contributes up to the premium for Employee + 2 dental coverage; contributions may be used towards dental and/or vision insurance; any additional premium cost is borne by the employee	
DENTAL INSURANCE	**MetLife Dental**
Deductibles: Individual/Family	$50 / $150
Annual Maximum	$2,500
Co-Insurance: Preventative / Basic / Major	100% / 80% / 50%

Orthodontia	Child and Adult
Co-insurance	50%
Lifetime maximum	$2,500
VISION INSURANCE	**VSP Vision Care**
Eye exam	Every calendar year, $10 copay
Prescriptions eyeglasses	$25 copay, lenses every calendar year, $130 allowance for frames, every other calendar year
Contact lenses (instead of glasses)	$130 allowance every 12 months, up to $60 copay
LIFE / ACCIDENTAL DEATH & DISMEMBERMENT	**Lincoln Financial**
Life Insurance coverage	1.5 X Annual Salary, $100,000 max.
LONG-TERM DISABILITY COVERAGE	**Lincoln Financial**
Benefit Level / Monthly Benefit	66.67% / $7,000 max.
EMPLOYEE ASSISTANCE PROGRAM	**Lincoln Financial**
Face to face meetings / phone or web access	6 / Unlimited
SHORT-TERM DISABILITY INSURANCE	**State of California**
Premium is deducted from employee's wages	Approximately 60-70% of earnings for up to 52 weeks
EDUCATIONAL REIMBURSEMENT PLAN	
Reimbursement of expenses for pre-approved course	$1,500 maximum annually (if budget permits)
BOOT / SHOE ALLOWANCE	
Employees required to wear safety shoes / boots	$220 max. reimbursement
ADDITIONAL BENEFITS	
Employees have the option to participate in other benefits at their own cost, including Flexible Spending Accounts, Mission Square 457 (Deferred Compensation) and Roth IRA Plans, VSP Vision Care, Lincoln Financial Voluntary Life and AD&D insurance, etc. AHA makes these plans available but does not contribute to the cost (with the exception of VSP if contribution $ available).	

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

ADOPT THE REVISED SCHEDULE OF AUTORHIZED POSTIONS AND PAY SCHEDULE FOR FISCAL YEAR 2023-2024

WHEREAS, the Housing Authority of the City of Alameda maintains a Schedule of Authorized Positions; and

WHEREAS, the Housing Authority of the City of Alameda has identified the need for modifications to positions included in the schedule; and

WHEREAS, the Housing Authority of the City of Alameda conducts periodic compensation studies to ensure a competitive compensation (salary and benefits) package; and

WHEREAS, the Housing Authority of the City of Alameda conducted a 2023 compensation study of Director positions which resulted in recommended revisions to wage ranges assigned to positions;

NOW, THEREFORE, BE IT RESOLVED, that effective immediately, the Housing Authority will adopt the revised Schedule of Authorized Positions for Fiscal Year 2023-2024, and effective July 30, 2023, the Housing Authority will adopt the revised Pay Schedule for Fiscal Year 2023-2024

ATTEST:

______________________________	______________________________
Vanessa M. Cooper	Carly Grob, Chair
Secretary	Board of Commissioners

Adopted: ________________________

Housing Authority of the City of Alameda
PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711
701 Atlantic Avenue • Alameda, California 94501-2161

To:	Honorable Chair and Members of the Board of Commissioners
From:	Radha Mehta, Management Analyst
Date:	July 19, 2023
Re:	Approve Resolution to Execute an Agreement with the State of California Employment Development Department.

BACKGROUND
The Housing Authority of the City of Alameda (AHA) has contracted with the State of California Employment Department (EDD) for numerous years. EDD provides confidential wage and claim information to AHA for the purpose of verifying applicants' and tenants' eligibility for continued entitlement to housing assistance. EDD also provides access to the data library on California industries, occupations, employment projections, and labor force.

DISCUSSION
The current agreement with EDD expires on June 30, 2023. EDD has offered a new three-year agreement to continue the same level of service. A copy of the agreement is attached as Attachment 1. The State of California requires that the contract be approved by resolution of the governing board. A copy of the proposed resolution is attached as Attachment 2. The maximum amount of the agreement shall not exceed One Thousand Nine Hundred Forty-Two Dollars and Sixty-Eight Cents ($1,942.68). AHA shall reimburse EDD the total amount due based on the following product rate structure: $12.00 per month account fee, $1,500 administrative fee, and $0.00121 per product charge.

FISCAL IMPACT
The cost for this service is included in the budget for the next fiscal year.

CEQA
N/A

RECOMMENDATION
Approve Resolution to Execute an Agreement with the State of California Employment Development Department.

ATTACHMENTS

1. Attachment 1- EDD & AHA Agreement
2. Attachment 2- Resolution

Respectfully submitted,

RMehta

Radha Mehta, Management Analyst

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
0000000452	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Employment Development Department

CONTRACTOR NAME
Housing Authority of the City of Alameda

2. The term of this Agreement is:

START DATE
July 1, 2023 or upon final approval

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
$1,942.68 One Thousand Nine Hundred Forty-Two Dollars and Sixty-Eight Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title		Pages
	Exhibit A	Scope of Work		2
	Attachment A-1	Specifications		3
	Attachment A-2	Authorization of Release of Records		2
+ -	Exhibit B	Budget Detail and Payment Provisions		2
+ -	Exhibit C *	General Terms and Conditions	GTC 04/2017	
+ -	Exhibit D	Special Terms and Conditions		1
+ -	Exhibit E	Protection of Confidentiality		3
+ -	Attachment E-1	Confidentiality Agreement		2
+ -	Attachment E-2	Indemnification and Responsibility Agreement		1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Housing Authority of the City of Alameda

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
701 Atlantic Avenue	Alameda	CA	94501

PRINTED NAME OF PERSON SIGNING	TITLE
Vanessa Cooper	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
DocuSigned by: Vanessa Cooper 5AFA57239EC2484...	6/29/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
0000000452	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Employment Development Department			
CONTRACTING AGENCY ADDRESS 722 Capitol Mall, MIC 62-C	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING	TITLE Manager, Contract Services Group		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and the Housing Authority of the City of Alameda, hereinafter referred to as the EDD Data Recipient. It sets forth the terms and conditions for the release and use of the EDD's confidential information.

I. Purpose

The EDD agrees to provide confidential wage and claim information to the EDD Data Recipient. The EDD Data Recipient agrees to use the confidential information provided by the EDD solely for the purpose of verifying applicants' and tenants' eligibility for, and continued entitlement to, housing assistance in accordance with section 3544, Title 42 of the United States Code (USC).

II. Legal Authority

The EDD shall make this information available to the EDD Data Recipient pursuant to section 503(i), Title 42 of the USC.

The EDD Data Recipient shall request and use the specified information in accordance with the provisions of section, Part 5.230, Title 24 of the Code of Federal Regulations (CFR) and section 3544, Title 42 of the USC.

III. Agreement Representatives

1. The EDD's contact persons are:

AGREEMENT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

Todd Cuevas
Employment Development Department
Information Security Office, MIC 33
P.O. Box 826880
Sacramento, CA 94280-0001

Phone: (916) 907-4557
E-mail: Todd.Cuevas@edd.ca.gov
cc: ISOPrivacyDisclosureUnit@edd.ca.gov

FISCAL

Employment Development Department
Accounts Receivable Unit, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Phone: (916) 654-944

2. The EDD Data Recipient contact persons are:

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

AGREEMENT NEGOTIATIONS, FISCAL, ADMINISTRATION MATTERS, DATA SECURITY AND INTEGRITY

Vanessa Cooper, Executive Director
Housing Authority of the City of Alameda
701 Atlantic Ave.
Alameda, CA 94501

Phone: (510) 747-4320
E-mail: VCooper@alamedahsg.org

FISCAL MATTERS AND INTERNAL DISTRIBUTION OF THE EDD PRODUCTS

Lynette Jordan, Director of Housing Programs
Housing Authority of the City of Alameda
701 Atlantic Ave.
Alameda, CA 94501

Phone: (510) 747-4312
E-mail: LJordan@alamedahsg.org

3. Either party may make changes to their contact persons' name or contact information listed above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

ATTACHMENT A-1
(Standard Agreement)

SPECIFICATIONS

I. METHODOLOGY: CALIFORNIA DEPARTMENT OF TECHNOLOGY SERVICES SECURE ELECTRONIC TRANSMITTAL SERVICE

1. The EDD Data Recipient submits a request for EDD confidential data under Customer Code **E00137** following the EDD specifications through the Secure Electronic Transmittal service hosted by the California Department of Technology Services (CDT).
2. The EDD retrieves and processes the Social Security Numbers (SSNs) submitted by the EDD Data Recipient.
3. On matching records the EDD produces the data files authorized under this agreement under the assigned customer code and submits the data files to the attention of the EDD Data Recipient through the secure electronic transmittal system.
4. The EDD Data Recipient retrieves the output data files from the secure electronic transmittal system within twenty (20) days of transfer.
5. On a quarterly basis the EDD invoices the EDD Data Recipient for all SSN transactions submitted and the cost of the secure electronic transmittal account.

II. RESPONSIBILITIES

1. The EDD agrees to:

a. Set up a user account and password under the assigned customer code for the EDD Data Recipient to access the CDT secure electronic transmittal system.

b. Provide training to the EDD Data Recipient to assist the EDD Data Recipient in the implementation of the secure electronic transmittal process.

c. Provide user account administration to reset password, unlock user account, and/or modify user account. To request User Account support submit an email message to:

Todd.Cuevas@edd.ca.gov
cc: ISOPrivacyDisclosureUnit@edd.ca.gov

d. Retrieve the EDD Data Recipient input file from the secure electronic transmittal temporary file storage repository on a daily basis and run the input file against the EDD databases.

e. Provide the EDD Data Recipient the following Read Ready Abstract data files for those individuals whose submitted SSN match the EDD records:

(1) Wage and Claim Abstract (DE 507)

(2) Unemployment Insurance (UI) Claim History (Up to 2 years old)

(3) Disability Insurance (DI) Claim History (Up to 2 years old)

f. Transfer the response data file to the EDD Data Recipient, through the secure electronic transmittal system under the output Data Set Name (DSN):

Wages:	**em_abs_abs220_curwage_abs00137**
Current UI/DI Claim:	**em_abs_abs200_abstrac_abs00137**

g. Retain the output data file for a period of twenty (20) calendar days in the secure electronic transmittal temporary file repository. On the 21st day, the data file is automatically deleted.

ATTACHMENT A-1
(Standard Agreement)

h. Invoice the EDD Data Recipient on a quarterly basis for all SSN transactions submitted and secure electronic transmittal account cost.

i. Monitor and assess status of the data to ensure that the terms, conditions, and disclosure constraints stipulated in this Agreement are followed. This compliance review is part of the EDD contract monitoring process.

j. Adhere to the EDD security and confidentiality requirements as identified in Exhibit E, including, but not limited to, ensuring that all staff assigned to work with the information provided by the EDD understand the confidential nature of the information and have signed the EDD Vendor/Contractor Confidentiality Statement (Attachment E-1).

k. Request a random sample of signed consent forms from the EDD Data Recipient. The sample size will be approximately .25% of the files submitted, and the individual consent forms will be requested and reviewed by the EDD Information Security Office.

l. Complete an audit of consent forms for all individuals in the file if the sample does not pass at 100%, as detailed in Exhibit E Protection of Confidentiality which permits the EDD to make on-site inspections to ensure that the terms of this Agreement are being met.

2. The EDD Data Recipient agrees to:

a. Establish a new password at first logon to the user account.

b. Change the user account password on or before 90 days, after which the account will be locked. A limit of five attempts to enter the password is allowed after which the account will be locked. To request User Account support submit an email message to:

Todd.Cuevas@edd.ca.gov
cc: ISOPrivacyDisclosureUnit@edd.ca.gov

c. Obtain a valid signed consent form from each participant prior to submitting a request for data, as informed consent is required from each program participant pursuant to Title 20, Code of Federal Regulations §603.5(d).

d. Maintain all signed consent forms during the Agreement term dates and for 3 years after the Agreement end date, and provide a copy to the EDD upon request as documented in the EDD's Responsibilities section above.

e. Submit only the SSNs of individuals who authorized the disclosure of specific information through valid consent forms as authorized under this Agreement. The EDD Data Recipient shall maintain valid consent forms meeting the requirements of section §3544(b)(1), Title 42 of the USC, and the section §1798.24(b) of the California Civil Code. EDD will provide an authorized consent form for use with requests. A valid consent authorization must be:

1. In writing;
2. Fully completed, signed and dated by the data subject;
3. Specific in terms of:
    a. To whom (the EDD) the consent authorization is directed;
    b. To whom the information will be released;
    c. The time period for the information requested; and
    d. The type of information to be disclosed.
4. State the purpose for the request and the benefit to the data subject.

ATTACHMENT A-1
(Standard Agreement)

f. Request the file(s) authorized in this Agreement on an as needed basis during the period specified herein. The number of requests (SSNs) shall not exceed one million (1,000,000) SSNs on any daily cycle. Requests exceeding one million (1,000,000) SSNs will process the first one million (1,000,000) SSNs only. SSNs in excess of one million (1,000,000) will be discarded and the EDD Data Recipient will need to resubmit in a future cycle.

g. Upload the request file into the secure electronic transmittal temporary file storage repository, on an as needed basis, under the input DSN:

em_abs_abs010_absreq_abs00137

h. Retrieve the response data file from the secure electronic transmittal temporary file storage repository within twenty (20) calendar days from submission. On the 21st day, the data file is automatically deleted.

i. Delete the retrieved response data file from the secure electronic transmittal temporary file storage repository before submitting a new request.

j. Adhere to the EDD security and confidentiality requirements as identified in Exhibit E, including, but not limited to, ensuring that all staff assigned to work with the information provided by the EDD understand the confidential nature of the information and have signed the EDD Vendor/Contractor Confidentiality Statement (Attachment E-1).

k. Pursuant to 20 C.F.R., Part 603.10(c)(1), if the EDD Data Recipient fails to comply with any provision of this Agreement, *including timely payment of the EDD's costs under this Agreement*, this Agreement shall be suspended and no further disclosures will be made until the EDD is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Agreement will be cancelled, and the EDD Data Recipient shall surrender to the EDD all confidential information obtained under this Agreement which has not been previously returned to the EDD, and any other information relevant to the Agreement.

3. Joint Responsibilities. Both parties agree to:

a. Designate staff to have primary responsibility for program liaison, coordination of activities, and to meet, when necessary, to further redefine specific program procedures.

b. Not disclose any of the EDD or the EDD Data Recipient information to any person or agency other than those authorize specifically under this Agreement.

c. Cooperate fully and furnish such assistance as may be mutually agreed upon by the parties hereto as being necessary and appropriate for proper performance of this Agreement.

III. ACCURACY ASSESSMENT

Individual employers and claimants report the information in the EDD's files. Since the EDD is not the originator of the information disclosed, the EDD cannot guarantee the accuracy of the information.

EDD Employment Development Department
State of California

Attachment A-2

Authorization for Release of Records

1. Instructions: This form must be completely filled out and kept securely on file. The completed form must be provided to the EDD Information Security Office upon request. See the Instructions Sheet for additional information.

2. Individual / Data Subject Information:			
First Name:	Middle Initial:	Last Name:	
3. EDD Unique Identification Number:			
SSN*:			
4. Specific Confidential Information and Period of Records to Be Released:			
☐ Unemployment Insurance Records (UI): Current ☐ Disability Insurance Records (DI): Current ☐ Wage History Report by Quarters: Last 5 quarters available			
5. To Be Released to the Following Requestor: Check only one below			
☒ **Third Party** ☐ **Legal Representative** ☐ **Self**			
6. Requestor / Representative Information:			
First Name: Lynette	Middle Initial:	Last Name: Jordan	
Business Name: Housing Authority of the City of Alameda			
Address: 701 Atlantic Ave.		City/State: Alameda, CA	Zip Code: 94501
Legal Authority to Request Confidential Information:** ☐ Unemployment Insurance Code (UIC):__________ ☐ Other (list specific law): Section 3544, Title 42 of the United States Code (USC)			

7. I, ____________________ authorize the above referenced Requestor/Representative to use
Individual/Data Subject
the information provided by the Employment Development Department only for the following purpose(s) and expected benefit to the data subject: for the sole purpose of verifying applicants' and tenants' eligibility for, and continued entitelement to, housing assistance.

8. This authorization for release of confidential information shall remain in effect for 30 days from the date signed below or until __________ (no later than one year from the date signature). A copy of this authorization shall be as valid as the original.
MM/DD/YYYY

Signature: ____________________ Date: ____________
Individual/Data Subject Signature MM/DD/YYYY

***Providing a social security number on this form is voluntary and if you provide a social security number, it will be used solely for the purpose of locating the requested records. If you choose not to provide a social security number, the Employment Development Department may be unable to locate any or all requested records due to the Employment Development Department's use of social security numbers for record identification and filing purposes. Privacy Act of 1974 Section 7(b) (Public Law 93-579).**

Employment Development Department
State of California

Attachment A-2

Authorization for Release of Records

Instructions Sheet for Completing Authorization for Release of Records

1. This form must be completely filled out and kept securely on file. The completed form must be provided to the EDD ISO upon request.

2. **Individual / Data Subject Information:** If you are requesting someone else's records, provide their information.

3. **EDD Unique Identification Number:** Provide Social Security Number (SSN)*.

4. **Specific Confidential Information and Period of Records to Be Released:** Check the specific type of records to be released and provide the beginning and end dates of records you are requesting.

   When requesting Wage History Reports, please refer to the quarter chart below:

Quarter 1:	January 1 – March 31
Quarter 2:	April 1 – June 30
Quarter 3:	July 1 – September 30
Quarter 4:	October 1 – December 31

5. **To Be Released to the Following Requestor:** This has been defaulted to Third-Party per the contract.

6. **Requestor/Representative Information:** Provide information for entity who will receive the data. Provide legal authority for entity to request the confidential information.

7. Provide individual's/data subject's name and purposes for use of information provided by the EDD and expected benefit to individual signing the release that such individual expects to receive as a result of signing the release.

8. The authorization will remain in effect for 30 days from the date it was signed unless stated otherwise. The individual/data subject must sign and date the authorization.

EXHIBIT B
(Standard Agreement)

I. BUDGET DETAILS AND PAYMENT PROVISIONS

a. The maximum amount of this Agreement shall not exceed One Thousand Nine Hundred Forty-Two Dollars and Sixty-Eight Cents (**$1,942.68**).

b. In consideration of the performance and completion of the foregoing in a satisfactory manner, and upon receipt of a detailed invoice, in triplicate, quarterly in arrears, the EDD Data Recipient shall reimburse EDD the total amount due, based on the following product rate structure:

- $12.00 per month SFT Account Fee
- A $1,500.00 Administrative Fee. The administrative costs for contracting include the costs for development, processing, and maintenance of Agreement. Your Agreement will be charged the administrative cost divided by the number of quarters of the actual term of the contract to total $1,500. These costs are computed in accordance with sections 8752 and 8752.1 of the State Administrative Manual; and
- $0.00121 per product charge

c. The EDD Data Recipient shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 3 products, depending on the types of Abstract System reports requested.

d. The maximum amount of this Agreement has been computed based on an estimated 245 SSNs per quarter (**billing will be at value based on actual volume**), as follows:

EDD ABSTRACT	FORMULA		COST
Wage and Claim Abstract (DE 507)	1 product	245 x 0.00121 x 12Q	$3.56
UI Claim History - Current	1 product	245 x 0.00121 x 12Q	$3.56
DI Claim History - Current	1 product	245 x 0.00121 x 12Q	$3.56
Administrative Fees			$1,500.00
SFT Account Fee	$12.00 x 12 Months x 3 Years		$432.00
Total for contract			**$1,942.68**

e. The EDD invoices will reference the EDD Agreement No. and the EDD Customer Code: **E00137**; and shall be submitted for payment to:

Lynette Jordan, Director of Housing Programs
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

EXHIBIT B

(Standard Agreement)

f. The EDD Data Recipient payment must reference the EDD Invoice Number, EDD Agreement No. 0000000452, and the EDD Customer Code: **E00137**; and be submitted to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Force Majeure**

   Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and riots, and acts of god such as earthquakes, floods, pandemics and other natural disasters, such that performance is impossible.

2. **Workforce Innovation and Opportunity Act**

   The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, parts 37 and 38.

3. **Termination**

   This Agreement may be terminated by either party by giving written notice 30 days' prior to the effective date of such termination.

4. **Settlement of Disputes**

   Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

5. **Executive Order N-6-22 – Russia Sanctions**

   On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E
(Standard Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The EDD Data Recipient must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of section §603.10, Title 20 of the Code of Federal Regulations.

b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.

c. Warrant and certify that in the performance of this Agreement, the EDD Data Recipient will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:

   - **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
   - **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
   - **California Civil Code §1798, et seq**. (Information Practices Act)
   - **California Penal Code §502** *(*Computer Fraud Act)
   - **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
   - **Title 42, U.S. Code §503** (Social Security Act)
   - **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)

d. Agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations by the EDD Data Recipient, and Agreement information security requirements that meet section 5305.8 of the State Administrative Manual.

e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.

f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis, and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

EXHIBIT E
(Standard Agreement)

g. Immediately upon discovery, notify the EDD Information Security Office (ISO) at InformationSecurityOffice@edd.ca.gov, that there may have been a breach in security which has or may have resulted in the disclosure of confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach.

   The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify the EDD Data Recipient personnel responsible (name, title and contact information) for handling breach disclosures. **Please do not include any confidential information in the notification**.

II. MANAGEMENT SAFEGUARDS

a. Acknowledge that the confidential information obtained by the EDD Data Recipient under this Agreement remains the property of the EDD.
b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
   - Confidential nature of the EDD information.
   - Requirements of this Agreement.
   - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Vendor/Contractor Confidentiality Statement (Attachment E-1).
d. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Vendor/Contractor Confidentiality Statement (Attachment E-1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
e. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (e) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to §1137(a)(5)(B) of the Social Security Act.

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under section 1094(b) of the UIC. Section §1095(u) of the UIC does not authorize the use of the EDD's confidential information by any private collection agency.
b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.
c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

EXHIBIT E
(Standard Agreement)

IV. PHYSICAL SAFEGUARDS

a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.

b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.

c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.

d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The EDD Data Recipient shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.

e. Store the EDD's confidential information in encrypted format when recorded on removable electronic storage media, or on mobile computing devices such as a laptop computer.

f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.

g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.

h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the EDD Data Recipient, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

Employment Development Department
State of California

ATTACHMENT E-1
(Standard Agreement)

VENDOR/CONTRACTOR CONFIDENTIALITY STATEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to you may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

I, DocuSigned by: Vanessa Cooper (PRINT YOUR NAME) an employee of Housing Authority of the City of Alameda (PRINT YOUR EMPLOYER'S NAME)

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law including, but not limited to, Unemployment Insurance Code (UIC) §§ 1094, 2111 and 2714; California Civil Code (CC) § 1798 et seq.; California Penal Code (PC) § 502; 5 United States Code (U.S.C.) § 552a; 18 U.S.C. § 1905; and 20 Code of Federal Regulations (C.F.R.) § 603 et seq.

- I acknowledge that the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and that of the EDD.
- I acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential, Federal Tax Information) to the Contract's Data Security Monitor.
- I acknowledge privacy, confidentiality, and data security laws apply to the EDD information I have been granted access to by my employer, including, but not limited to, UIC §§ 1094, 2111, and 2714; Government Code § 15619; CC § 1798.53; and PC § 502.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in civil action taken against me, and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information is grounds for immediate termination of my employer's Contract with the EDD.
- I acknowledge that I understand the penalty provisions of Internal Revenue Code (26 U.S.C. §§ 7431, 7213, and 7213A).
- I acknowledge that upon discovering a possible improper inspection or disclosure of Federal Tax Information (FTI), including breaches and security incidents, I must follow the proper incident reporting requirements issued by the EDD. If I think there is a mishandling of information I will contact my EDD contract monitor and contact the EDD Information Security Office to ensure the Office of Safeguards and the Treasury Inspector General for Tax Administration are notified of a possible issue involving FTI.
- I hereby agree to protect the EDD's information on either paper or electronic form in the following ways:
  - Access, inspect, use, disclose, modify, remove or destroy information only for the purpose of performing official duties
  - Never access, inspect, use, disclose, modify, remove, or destroy information for curiosity, personal gain, or any non-EDD and/or my organization's business related reason
  - Never post the EDD and/or other agency/entity confidential and proprietary information to social media, networking or other public websites
  - Secure confidential information in approved locations and destroy confidential information by approved methods
  - Never use personal devices, including but not limited to, laptops, cameras, video recorders, portable electronic devices containing cameras such as, iPads, tablets and mobile smartphones, in the workplace to capture or record confidential information, including that which appears in the background in work areas
  - Only use authorized state business devices to capture or record confidential information when there is a business need and meets the EDD's guidelines
  - Never remove personal, sensitive, or confidential information from my work site without authorization
  - Follow encryption requirements for all personal, sensitive, or confidential information in any portable device or media

CERTIFICATION

I expressly consent to the monitoring of my access to computer-based sensitive, personal, or confidential information by the Franchise Tax Board, the Employment Development Department, the California Department of Tax and Fee Administration, the Department of Motor Vehicles, the Board of Equalization, and any other State agency designated by them.

My signature verifies that I read and agree to comply with the state and federal laws listed on this form. I further understand that failure to comply with these laws may result in my being barred from accessing the EDD information or other information provided by the EDD and could result in criminal prosecution.

CONTRACTOR NAME (PRINT)	EMPLOYER (PRINT COMPANY NAME)
Vanessa Cooper	Housing Authority of the City of Alameda
CONTRACTOR SIGNATURE DocuSigned by: Vanessa Cooper 5AFA57239EC2484...	DATE 6/29/2023

ATTACHMENT E-1
(Standard Agreement)

Vendor/Contractor Confidentiality Statement Completion Instructions

The Vendor/Contractor Confidentiality Statement, DE 7410C, informs all EDD vendors and contractors of their information security responsibilities.

EDD Vendors/Contractors and Supplemental Personnel must complete the following before given access to EDD confidential information by the EDD:

A. Complete the Information Security and Privacy Awareness training. Review the DE 7420, "Information Security Requirements for Employees and Contractors with Access to Confidential Information".
B. Read and acknowledge individual information security responsibilities. Review and sign the DE 7410C, "Vendor/Contractor Confidentiality Statement".

NOTE: Failure to sign the Vendor/Contractor Confidentiality Statement does not exempt the vendor/contractor or non-EDD staff from their responsibility to ensure that the EDD's confidential information assets are protected.

Additional information is available upon request. Please see:

- DE 7410F," Vendor/Contractor Fact Sheet"

EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT
(Standard Agreement)

In consideration of access to the EDD information which is personal, sensitive, or confidential, the EDD Data Recipient agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of the EDD Data Recipient.

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information by the EDD Data Recipient to the extent authorized by law:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who does not maintain the confidentiality of the information or publishes or opens the information to public inspection in any manner may be punished by imprisonment in the county jail for up to one year or a fine of $20,000.00 or both. (Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

INFORMATION SECURITY STATEMENT OF RESPONSIBILITY

By EDD Data Recipient's signature on the STD 213, EDD Data Recipient attests that it has in place the safeguards and security requirements stated in this Agreement that meet the requirements of sections 13400 - 13407 of the California Government Code and sections 603.9 and 603.10 of Title 20 of the Code of Federal Regulations. The EDD Data Recipient therefore accepts responsibility for ensuring compliance with these requirements, as set forth in Exhibit "E" of the **EDD Agreement No. 0000000455**.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

APPROVING A CONTRACT WITH THE STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CONTRACT

WHEREAS, the United States Department of Housing and Urban Development requires housing authorities to utilize third party verifications to determine and document eligibility for federal housing assistance; and

WHEREAS, the Housing Authority has previously contracted with the State of California Employment Development Department, hereafter referred to as EDD for these services; 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, EDD will continue to produce and provide the Housing Authority with wage, claim and employer data necessary to verify client income and eligibility upon renewal of its contract.

NOW, THEREFORE. BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Alameda hereby approves the draft contract with EDD for the three-year period starting July 1, 2023, and authorizes the Executive Director to execute the final contract upon receipt.

ATTEST:

______________________________	______________________________
Vanessa M. Cooper	Carly Grob, Chair
Secretary/Executive Director	Board of Commissioners

Adopted: ________________________

Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To:	Honorable Chair and Members of the Board of Commissioners
From:	Vanessa Cooper, Executive Director
Date:	July 19, 2023
Re:	Establish a Nominating Ad Hoc Committee for the Appointment of the Chair and Vice Chair of the Board of Commissioners for the Period of July 1, 2023 - June 30, 2024.

BACKGROUND

Section 4 of the Rules and Procedures of the Housing Authority states: "The Chair and Vice Chair shall be elected by the Board of Commissioners from its membership at the first meeting after July 1 of each year when the Commission is fully constituted."

DISCUSSION

The Board is asked to appoint up to three Board members to constitute the ad hoc committee. This committee will report back to the Executive Director with recommendations no later than two weeks before the first meeting after August 1, 2023.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Establish a nominating ad hoc committee for the appointment of the Chair and Vice Chair of the Board of Commissioners for the period July 1, 2023 - June 30, 2024.

ATTACHMENTS

None

Respectfully submitted,

Vanessa Cooper

Vanessa Cooper, Executive Director

Housing Authority of the City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: July 19, 2023

Re: Update on North Housing Master Plan Internal Loan and Adopt Resolution for an internal MTW Loan for $1.2 million for the North Housing Master Plan.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is leading the development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS), formerly known as Coast Guard Housing, under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. The Board of Commissioners 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.

AHA is the master developer of North Housing, and is responsible for site preparation, demolition, and infrastructure. On behalf of all 12 acres, AHA has undertaken demolition of existing buildings and entitlement approvals, and incurred holding costs for security, fencing, and landscaping. Some of these costs will be carried by the Island City Development developments in Block A. However, there are approximately 9 acres worth of master plan costs that do not have projects assigned at this time.

In June 2023, the Board authorized the Executive Director to fund the North Housing Master Plan costs of $4,000,000 with short to midterm use of AHA reserves, agency operating funds, and HUD Moving-To-Work (MTW) funds. Short to midterm use refers to a loan of between 5-15 years. This time period allows new projects to be identified and moved forward that can carry the cost of this initial master plan entitlement, demolition and other site preparation phase.

DISCUSSION

This memorandum provides an update on the timing and the three sources identified in the June 2023 authorization. Staff identified three sources for the loan, including agency liquidity generated by the predevelopment loan for 2615 Eagle/The Poplar (approved in June 2023), untargeted cash flow from FY 22-23, and MTW fund use.

<u>Timing:</u>
The entire $4,000,000 will need to be identified as of the construction loan closing of the first Block A development. Currently, staff estimates this date to be the first quarter of 2024 at the earliest. As explained in the June 2023 memo, some of the funds need to be allocated so that AHA can undertake soil stabilization work this summer, during the dry season (a period of four months). A related item, requesting approval for the construction contract for this work, is on this Board Agenda.

<u>Sources:</u>

1. Predevelopment loan for 2615 Eagle/The Poplar - The lender (Housing Trust of Silicon Valley) has provided initial approvals and prepared a term sheet. They will need to do an appraisal and review initial studies performed on the project. Funding from this loan could be available as early as 90 days from now, or October 1, 2023. When this loan is available, it will repay the current $1,600,000 that AHA advanced for the acquisition of this site, thus allowing AHA some additional liquidity to put into the Master Plan costs. The original target funding source for this amount was $1,600,000.
2. Untargeted AHA operating cash flow from Fiscal Year 22-23 - This fiscal year closed as of June 30, 2023. Because of staff vacancies and other cost savings, it is anticipated that there will be cost savings which would be available in the next 60 days in the estimated amount of $200,000 . Additionally, as part of the MTW financial changes, unspent HUD held reserves for housing assistance payments and administrative fees may now be spent on a fungible (flexible) basis. AHA staff have requested from HUD a withdrawal of $1,000,000 in reserves (action previously approved by the Board of Commissioners) to pay for the typical short fall in administration costs for the Housing Programs Department. As in the past, the shortfall of Housing Programs operating costs (due to insufficient administrative fees from HUD), has been backfilled by AHA portfolio operation cash flow. This release of funds will provide additional liquidity to AHA's operations. The timing of this release of funds by HUD is not known, but a 90-day horizon is a reasonable estimate. The original target funding amount for this source is $1,000,000, but current estimated resources are $1,200,000.
3. MTW fund use - In addition, staff is still reviewing the potential for other MTW streamlining initiatives to provide additional MTW funding to invest in a short to mid-term loan for future affordable developments. This analysis is expected to be completed by August 30, 2023. The original target funding amount for this source is $1,000,000. Staff recommends approving a loan of up to $1.2 million in order to fill all remaining gaps per the attached resolution.

Staff will continue to provide monthly updates on the sources and funding of this internal loan between AHA and North Housing.

FISCAL IMPACT

Description of Sources		Amount
Agency Liquidity from predevelopment loans		$1,600,000
FY 22-23 Untargeted Cash Flow		$1,200,000
MTW loan - Resolution proposed on 7/19/23		$1,200,000
	Total Sources	$4,000,000

Staff has identified several sources for this loan sufficient for the requirements. Approval of the attached Resolution for an MTW loan of $1,200,000 is the final piece to fill the gap of funding these remaining Master Plan costs.

CEQA

Not applicable

RECOMMENDATION

Update on North Housing Master Plan Internal Loan and Adopt Resolution for an internal MTW Loan for $1.2 million for the North Housing Master Plan.

ATTACHMENTS

1. RESOLUTION No. TBD - Adopt Resolution TBD MTW Loan for North Housing Master Plan

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. TBD

Approve Request and Implementation of a MTW Fund Loan for the North Housing Master Plan

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has designated the Housing Authority of the City of Alameda as a Move To Work (MTW) Agency with certain responsibilities and guidelines; and

WHEREAS, MTW provides housing authorities with capital and predevelopment funding to create new units,; and

WHEREAS, the Housing Authority of the City of Alameda (AHA) has reserves held by HUD that can be used to invest in new affordable housing in the City of Alameda; and

WHEREAS, the AHA is undertaking the master plan development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing, under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer, in partnership with the AHA. 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; and

WHEREAS, whereas the AHA has conditionally awarded 120 housing vouchers to support affordable developments at North Housing and has awarded $12,938,000 in property operation reserves; and

WHEREAS, the AHA staff estimates preliminarily that the use of MTW at the North Housing Master Plan would create 586 new affordable homes, 50% of which must be affordable and 90 of which must serve formerly homeless households, and will serve families, seniors, supportive housing populations, and veterans; and

WHEREAS, AHA's initial commitments need to be supplemented by a loan of up to 15 years of approximately $1,200,000 in AHA's Moving to Work (MTW) funding to continue to develop the sites with affordable housing, transit-oriented housing, and the appropriate infrastructure; and

WHEREAS, the AHA staff has examined alternatives for receipt of MTW funds and has concluded that MTW funds should be deployed to support the master plan costs, including entitlement, demolition, and holding costs at the North Housing Master Plan; and

WHEREAS, the MTW process requires various steps to obtain HUD approval to make loans to develop additional housing; and

WHEREAS, the AHA's staff and consultant discussed the potential commitment of MTW loan funds and use of MTW funds with the Board of Commissioners in detail at the Board of Commissioners meeting of July 19, 2023 and presented a detailed PowerPoint regarding this possibility;

NOW, THEREFORE. BE IT RESOLVED, That:

1. The AHA shall take all appropriate steps to apply to HUD, obtain HUD approval for and implement a 15 year loan of approximately $1,200,000 for the North Housing Master Plan (the Loan).

2. These steps are expected to develop a summary of sources and uses, preparing a description of the Master Plan, including a timeline, repayment schedule, proposed loan terms and repayment alternatives; implementing other aspects of the Master Plan; and reporting on progress to the Board of Commissioners.

3. The budget for outside assistance shall not exceed $250,000 without further approval of the Board of Commissioners.

4. The Executive Director and her designees are authorized to take the above steps and any others as necessary to complete the Conversion.

ATTEST:

______________________________ ______________________________

Vanessa M. Cooper
Secretary/Executive Director

Kenji Tamaoki, Acting
Chair
Board of Commissioners

Adopted: ________________________