



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
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701 Atlantic Avenue • Alameda, California 94501-2161

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

DATE & TIME **Wednesday, May 15, 2024 - 6:00 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/83030077310?pwd=fv5xIYAEFr5k4f7GI6KQMDOK4vRw4g.1>

Meeting ID: 830 3007 7310

Passcode: 790402

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 "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 - 6:00 p.m. - Adjournment to Closed Session to Consider:
 - 5.A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8.
Property Location: 1628 Webster Street, Alameda CA 94501
Assessor’s Parcel Number 73-418-4-1
Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, Negotiating Parties: Alameda Hospitality, LLC;
Under Negotiation: Price and Terms
 - 5.B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8.
Property Location: 1129 Regent Street, Alameda, CA 94501-5330 Units A through C.
Assessor’s Parcel Number 070-0182-075-00
Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, Negotiating Parties: Owners: Petrochis, N, Rojas A, and Fikre, A
Under Negotiation: Price and Terms
 - 5.C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9 (d)(1))
Kathleen Moore v. Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation, Mariel Rivera and Does 1-30, inclusive (Alameda County Superior Court Case No. 23CV042958)
 - 5.D. Closed Session: Purpose: Executive Director Evaluation.
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 Regular Board of Commissioners Meeting held on March 20, 2024. **Page 5**
 - 10.B. Accept the Monthly Overview Report for the Housing Programs Department. **Page 14**
 - 10.C. Accept the Monthly Overview Report for Property Operations. **Page 17**
 - 10.D. Accept the Monthly Update on Construction in Progress (CIP). **Page 22**
 - 10.E. Accept the Monthly Construction Report for The Estuary I. **Page 27**
 - 10.F. Accept the Monthly Construction Report for Linnet Corner. **Page 32**
 - 10.G. Accept the Quarterly Overview Report for the Housing Development Department. **Page 36**
 - 10.H. Accept the Quarterly Development Report for The Estuary II. **Page 49**
 - 10.I. Accept the Quarterly Development Report for The Poplar (2615 Eagle Avenue). **Page 53**
 - 10.J. Accept the Quarterly Overview Report for the Executive/Data and Policy and HR Departments. **Page 57**
 - 10.K. Accept the Quarterly Overview Report For Administrative Services Department. **Page 61**
 - 10.L. Accept the Quarterly Overview Report for the Asset Management Department. **Page 67**
 - 10.M. Accept the Quarterly Financial Report for the month ended March 31, 2024. **Page 69**
 - 10.N. Accept the Quarterly Investment Report for the Period Ending March 31, 2024. **Page 86**
 - 10.O. Approve the Quarterly Write-off to March 31, 2024 of Uncollectible Accounts Receivable from Former Residents. **Page 97**
 - 10.P. Accept Quarterly Family Self Sufficiency (FSS) Report. **Page 100**
 - 10.Q. Authorize the Executive Director or Designee to sign the documents and take all actions necessary to approve the refinance/re-syndication of Playa del Alameda located at 148 Crolls Garden, Alameda (APN: 074-1328-288-00) and to make minor edits without returning to the Board. **Page 103**
 - 10.R. Authorize the Executive Director to sign a Thyssen Krups Elevator contract addendum of \$67,513.00 which will make the contract amount in excess of \$250,000, (\$267,513.00). **Page 125**
11. AGENDA
 - 11.A. Accept a presentation on Owner Incentives in the Housing Choice Voucher Program. **Page 138**



- 11.B. North Housing Start of Construction Celebration Event Presentation. **Page 148**
- 11.C. Approve Resolution to make administrative changes to the Employee Handbook. **Page 171**
- 11.D. Approve the Update to the 2021-2026 Reserve Policy (2024). **Page 266**
- 11.E. Accept an Update on the Independence Plaza Faircloth Transaction; Approve a Resolution to Grant Up To \$3,000,000 and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents to Commit Funds to the Alameda Affordable Housing Trust Fund (AAHTF) on behalf of Independence Plaza. **Page 284**
12. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
13. EXECUTIVE DIRECTOR'S COMMUNICATIONS
14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
15. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
16. Announcement of Action Taken in Closed Session, if any.
17. ADJOURNMENT

*** Note ***

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



**DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
Wednesday, March 20, 2024**

PLEDGE OF ALLEGIANCE

Vice-Chair Sidelnikov called the Meeting to order at 7:01 p.m.

1. ROLL CALL

Present: Vice-Chair Sidelnikov, Commissioner Decoy,
Commissioner Husby, Commissioner Joseph-Brown, and
Commissioner Tamaoki

Late Arrival: Commissioner Kaufman arrived at 7:04 p.m.

Absent: Commissioner Grob

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.



Vice-Chair Sidelnikov confirmed that four Commissioners were present in the noticed meeting room and no Commissioners were attending the meeting remotely.

3. COMMISSIONER RECUSALS

None.

4. Public Comment (Non-Agenda)

None.

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

Closed Session was cancelled, and item 5.A was discontinued.

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

Property Location: 1628 Webster Street, Alameda CA 94501

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

Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, Negotiating Parties: Alameda Hospitality, LLC;

Under Negotiation: Price and Terms

6. Adjournment of Closed Session

N/A

7. RECONVENE REGULAR MEETING

N/A

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

N/A

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. Accept the Monthly Overview Report for Property Operations.
- *10.B. Accept the Monthly Overview Report for the Housing Programs Department.
- *10.C. Accept the Monthly Update on Construction in Progress (CIP).
- *10.D. Accept the Monthly Construction Report for The Estuary I.
- *10.E. Accept the Monthly Construction Report for Linnet Corner.
- 10.F. Accept conflict of interest letters from Goldfarb and Lipman for a number of transactions. Authorize the Executive Director or designee to make minor changes prior to signing. Authorize the Executive Director or designee to approve future conflict of interest letters provided that AHA and the other party are represented by separate legal counsel (i.e. different firms).
- *10.G. Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Housing Authority of the City of Alameda and ISterling, Inc. in the amount of Seventy-Five Thousand Dollars and Zero cents (\$75,000.00) for a total not to exceed amount of Four Hundred and Eighty Five Thousand dollars and Zero cents (\$485,000.00) and extend the contract for an additional year through August 31, 2025.
- *10.H. Authorize the Executive Director to implement Assembly Bill No. 1482 effective March 1, 2024, by enforcing Rent Increase Caps for the Contract Rent for All Non-Exempt Housing Choice Voucher units in accordance with the requirements set forth in Assembly Bill No. 1482. Approve revisions to the Administrative Plan to implement these changes.
- *10.I. Approve AHA’s Signature Authority Policy.

Items accepted or adopted are indicated by an asterisk.

Vice-Chair Sidelnikov pulled and continued item 10.F.

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

Yes	6	Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, Commissioner Kaufman, and Commissioner Tamaoki
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11. AGENDA

- 11.A. Recognizing the outgoing and new Housing Authority of the City of Alameda Board Members.

Vanessa Cooper, Executive Director, expressed gratitude for the service of all Board Commissioners and extended special recognition, in the form of the presentation of a plaque and a formal thanks, to former Commissioner Hadid for his contributions made to the Board during his tenure.



In response to the gratitude expressed by Ms. Cooper and the Board, Mr. Hadid expressed gratitude for the opportunity to serve on the Board and praised the work performed by the Housing Authority of the City of Alameda (AHA) staff and the Board Commissioners and expressed words of encouragement for the newly appointed Board Commissioner.

Ms. Cooper introduced Commissioner Decoy who provided a brief overview of her background.

- 11.B. Accept the Audited Financial Statements Report for Fiscal Year Ending June 30, 2023, and Authorize the Executive Director to Approve and Finalize with Minor Changes.

Louie So, Chief Financial Officer, introduced Rich Larsen and Jason Blume, from Novogradac & Company LLC, who provided a presentation of the summarized Audit Report for Fiscal Year Ending 2023. Highlights of the three reports resulting from the audit performed: (1) Audit in Accordance with General Accepted Accounting Principles of which Novogradac issued an Unmodified Opinion on AHA's financial statements, which is the highest level of assurance that can be issued by auditors; (2) Audit in Accordance with Government Auditing Standards of which Novogradac found no matters of non-compliance that required reporting; and (3) Opinion on Compliance with Major Federal Programs (the MTW/Housing Choice Voucher Program) of which Novogradac issued an unmodified opinion, which is a good reflection on AHA's MTW/Housing Choice Voucher program rules and regulations. It was also noted that AHA's financial statements for period ending June 30, 2023, indicate tremendous liquidity.

In response to Commissioner Tamaoki, Mr. Larsen stated that the Department of Housing and Urban Development (HUD) closely reviews the liquidity of agencies. When AHA's financial statements are submitted to HUD, they review to ensure that there are between 4 – 6 months of operating reserves; concerns are raised when an agency's operating reserve falls below 2 months. Currently, AHA is carrying approximately 23 months of reserves spread across programs. In this position, so long as the parameters of the respective federal guidelines are adhered to and the reserves are not depleted below the 6 months of operating reserves, the Board can determine how to use the excess funds. AHA's annual overhead is approximately \$17.3 million, and the monthly overhead is approximately \$1.44 million. So, keeping approximately \$8.6 million (6 months) of operating reserves is recommended, but is at the discretion of the Board and management.

Responding to Commissioner Tamaoki, Mr. So stated that the capital plan and funds allocated for investment will be presented to the Board in the coming months as part of the Reserves Policy and Budget, respectively.



In response to the expression of gratitude made by Vice-Chair Sidelnikov, Mr. Larsen reiterated that these types of findings in an audit are a direct result of the hard work of AHA staff. Of the 75 housing authorities audited by Mr. Larsen’s team, there are findings and qualified opinions on approximately 60% of them. AHA has achieved exceptional results.

Ms. Cooper expressed gratitude for the work performed by Mr. So and staff.

Commissioner Husby moved to accept the Audited Financial Statements Report for Fiscal Year Ending June 30, 2023, and Authorize the Executive Director to Approve and Finalize with Minor Changes, and Commissioner Joseph-Brown seconded. The motion passed unanimously.

Yes 6 Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, Commissioner Kaufman, and Commissioner Tamaoki

- 11.C. Adopt the Agency’s Annual Plan and MTW Supplement for Fiscal Year Starting July 1, 2024 and Authorize the Chair to Certify, By Resolution, that the Board of Commissioners has Approved Submission of the Annual Plan and MTW Supplement to HUD.

Sepideh Kiumarsi, Management Analyst, provided a presentation that included a summary of Annual Plan and MTW Supplemental process, timeline of events, and annual plan highlights, and provided an overview of the proposed MTW activities.

Commissioner Kaufman moved to adopt the Agency’s Annual Plan and MTW Supplement for Fiscal Year Starting July 1, 2024 and Authorize the Chair to Certify, By Resolution, that the Board of Commissioners has Approved Submission of the Annual Plan and MTW Supplement to HUD, and Commissioner Joseph-Brown seconded. A roll call vote was taken, and the motion passed unanimously.

Yes 6 Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, Commissioner Kaufman, and Commissioner Tamaoki

- 11.D. Adopt resolution for the Option Agreement to Ground Lease to Island City Development and Authorize the Executive Director or Designee to Execute the Option Agreement for the Property at 2615 Eagle Avenue (The Poplar).



Ms. Cooper reminded Vice-Chair Sidelnikov that adjournment would be needed at 7:45 p.m. to allow for the Alameda Affordable Housing Corporation (AAHC) Public Hearing. It was decided to conclude item 11.D prior to adjournment. Jenny Wong, Senior Project Manager provided a presentation that summarized the revisions made to The Poplar Option Agreement to Ground Lease to Island City Development (ICD).

Commissioner Tamaoki moved to adopt the resolution for the Option Agreement to Ground Lease to Island City Development and Authorize the Executive Director or Designee to Execute the Option Agreement for the Property at 2615 Eagle Avenue (The Poplar), and Commissioner Husby seconded. A roll call vote was taken, and the motion passed unanimously.

Yes 6 Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, Commissioner Kaufman, and Commissioner Tamaoki

Vice-Chair Sidelnikov adjourned the meeting at 7:47 p.m. to accommodate the Alameda Affordable Housing Corporation (AAHC) Public Hearing.

Vice-Chair Sidelnikov readjoined the Regular Meeting at 8:00 p.m.

- 11.E. Adopt a resolution to allow for the transfer of its public housing program, including Faircloth allowance, from the Regional Housing Authority to the Housing Authority of the City of Alameda and for the Executive Director or designee to approve all related documents.

Tonya Schuler-Cummins, Director of Data and Policy, stated that the Faircloth limit is the amount of Public Housing that was held by a Public Housing Authority as of October 1999, when it was decided that new public housing could no longer be created. At that time AHA held 120 units of Public Housing which have since remained as AHA’s Faircloth limit. AHA has considered using the Faircloth limit at the Independence Plaza (IP) property and then moving the units to RAD. Since beginning the Faircloth to RAD implementation at IP, AHA has been presented with the opportunity to absorb the Faircloth units (173 units) held by the Regional Housing Authority, as they have transferred their public housing units to RAD. As an MTW agency, AHA can add MTW funds to the rents of the Faircloth units. Staff is requesting Board approval to accept the paper transfer of 173 Faircloth units from the Regional Housing Authority, which AHA will then transfer from Faircloth to RAD, and add MTW funds to the respective rents, allowing AHA to assist an additional 173 units.

Ms. Cooper stated that the 173 Project Based Vouchers (PBV) that AHA will acquire, when the units are transferred from Faircloth to RAD, will not count towards AHA’s overall PBV cap.



Vice-Chair Sidelnikov expressed gratitude for the staff’s ability to identify unique opportunities to offer more housing opportunities.

Commissioner Kaufman moved to adopt a resolution to allow for the transfer of its public housing program, including Faircloth allowance, from the Regional Housing Authority to the Housing Authority of the City of Alameda and for the Executive Director or designee to approve all related documents, and Commissioner Joseph-Brown seconded. A roll call vote was taken, and the motion passed unanimously.

Yes 6 Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, Commissioner Kaufman, and Commissioner Tamaoki

11.F. Adopt a Resolution to approve a revised Schedule of Authorized Positions effective immediately.

Alicia Southern, Director of Human Resources, stated that in the same manner as last year, considering recruiting challenges, staff has elected to present the Schedule of Authorized Positions to the Board, ahead of presenting the budget, to begin the recruiting process earlier and onboard new staff closer to July 1, 2024. The proposed Schedule of Authorized Positions recommends increasing the full-time equivalent positions (FTEs) from 55 to 57.5. When last presented, there was discussion regarding replacing any vacated 0.5 FTE Program Assistant positions with 1 FTE Program Assistants position. Since then, a Program Assistant has internally transferred from 0.5 FTE position to a 1 FTE position and staff is requesting that an additional 0.5 FTE be added to the vacated position to make it a 1 FTE Program Assistant position in Property Operations. To build capacity within the departments, and address the increase in development, staff is also proposing adding and placing a Senior Asset Manager and Senior Construction Manager positions at the same range as other senior level positions, range 45. The estimated cost for the recommended revisions, for the next fiscal year, including the cost of pensions, is approximately \$393,000. Additional details will be presented to the Board as part of the budget.

In response to Commissioner Decoy, Ms. Cooper stated staff is requesting the Board’s approval to add FTEs in an effort to put in place a strong Asset Management team and ensure that construction in progress projects are managed properly.

Vice-Chair Sidelnikov moved to adopt a Resolution to approve a revised Schedule of Authorized Positions effective immediately, and Commissioner Husby seconded. A roll call vote was taken, and the motion passed unanimously.



Yes 6 Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, Commissioner Kaufman, and Commissioner Tamaoki

11.G. Create an ad hoc committee to review the Housing Authority of the City of Alameda's city wide current and future housing portfolio and commitments.

Ms. Cooper stated that as part of the Strategic Plan, staff will review the Housing Authority of the City of Alameda’s (AHA) citywide current and future housing portfolio commitments, including development planning and the use of project-based vouchers and agency reserves. Staff is proposing the creation an Ad Hoc Committee, which will include up to three, but no less than two, Board Commissioners, to meet one to two times per month to review this work ahead of the Strategic Plan update, which is anticipated to take place toward the end of the year. In an effort to balance the time commitment, if approved, the work of the Acquisitions/Rehab Ad Hoc Committee will be paused while the work of this Committee is taking place.

Responding to Vice-Chair Sidelnikov’s request for volunteers to serve on the proposed Ad-Hoc Committee, Commissioners Decoy, Joseph-Brown, and Tamaoki volunteered to serve on the Ad-Hoc Committee.

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

None.

13. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Cooper introduced Komal Goundar, Housing Programs Supervisor and gave a brief overview of her background.

Ms. Cooper recognized the Finance staff for their completion of the audit as well as being well prepared for AHA’s HUD visit that took place today, March 20, 2024. Regarding the Poppy Place project, Ms. Cooper stated that AHA has notified the vendors and tenants who applied. As was done last summer, Joshua Altieri, Community Relations Manager has secured A’s tickets for tenants to attend games and LifeSTEPS will issue the tickets. The Housing Programs Department (HPD) hosted an HCV Training last week, which all HPD staff attended and passed the subsequent test. Ms. Cooper expressed gratitude for staff covering the front desk while HPD staff were in training. As seen throughout the industry, for a variety of reasons, AHA is having trouble with bringing new staff onboard. Senior Management is discussing various ways to expedite the hiring process. Staff expect to propose options for hiring flexibility



to the Board during the April meeting. Ms. Cooper also stated that she and Vice-Chair Sidelnikov will be attending the upcoming NAHRO Conference and Ms. Kiumarsi will be attending the upcoming MTW Conference.

14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Vice-Chair Sidelnikov stated that he will report back after attending the NAHRO Conference, during which AHA will receive an award, scheduled to take place during the week of April 8, 2024.

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

N/A

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

N/A

17. ADJOURNMENT

Prior to adjournment of the meeting, Komal Goundar, Housing Programs Supervisor introduced herself and provided brief summary of her background.

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

Vanessa M. Cooper
Secretary and Executive Director

Vadim Sidelnikov, Vice-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: May 15, 2024

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 prior month.

DISCUSSION

Leasing Update

With Executive Director approval, staff selected 50 applicants from the Housing Choice Voucher (HCV) wait list in March to continue to increase our Units Month Leased (UML'S). From this selection of 50 applicants, staff are working to issue 29 vouchers to applicants who responded to the wait list outreach. Only seven of the 29 applicants were determined ineligible, due to over income or criminal background screening. Staff were able to issue 22 vouchers from this wait list selection.

Our next selections are scheduled for May 6, 2024 and July 5, 2024 when we select another 50 applicants and continue the process.

Project Based Voucher (PBV) rent increases

Under the new Moving to Work owner incentive activity, all rent increases for PBV units will be increased once a year at the AHA's fiscal year (effective July 1) rather than the contract's anniversary date. This means that PBV owners must submit a rent increase request by April 30th for all PBV units which will then be processed and be effective July 1st of that year. If PBV owners miss this deadline for any PBV units under contract with the AHA, the AHA will not accept rent increase requests for these units until the following year when requests must again be submitted by April 30th and will be effective starting July 1st. Rent increases are submitted using the new online form located on our website using a spreadsheet format. This year AHA has received 188 PBV rent increases for July using the new process and staff are currently processing them.

Housing Programs Department Quarterly Dashboard



See the attached report that shows the lease-up of the various programs and the expenditure of funds as awarded by HUD.

FISCAL IMPACT

For report only, no fiscal impact.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview of the Housing Programs Department.

ATTACHMENTS

1. 10-B HPD Dashboard

Respectfully submitted,



Lynette Jordan, Director of Housing Programs

Housing Programs Department Quarterly Dashboard for April 2024

Total NON-ACC Vouchers Leased By Type			
Program	Vouchers Leased	Amount Awarded/Funded	Vouchers Funded But Not Leased
Shelter Plus Care	17	18	1
SRO	30	30	0

Total ACC Vouchers Leased By Type	
HCV (7100)	983
PBV (7300)	325
AHA-owned HCV	233
Port Outs	0
FUP	33
VASH	38
SV	0
Total Vouchers Leased	1612
Units on ACC	1923
ACC Vouchers Funded But Not Leased	311

Emergency Housing Vouchers*	
EHV (7760) in Alameda	40
EHV Port Outs	16
Total Leased	56
Total Awarded	57
*vouchers will decrease over time due to the sunset of the program and HUD's prohibition	

Average Duration from voucher issuance to those leased up in April 2024 (days)	43.7
Average Tenant Rent to Owner	
\$	562.32
Average TTP	
\$	609.72
Average HH income	
\$	25,103.05
Percentage of Inspections Passed First-Time (April 2024)	
	2%
Inspections Completed (April 2024)	
	92

Budget Authority (For April 2024 - Average Across 12 months)	
\$	3,105,050.00
Total HAP expended	
\$	3,524,203.00
HAP/Budget Authority	113.5%

Average of HAP per Bedroom size		
Bedroom Size	Average HAP	Count of Households
0	\$ 687.63	403
1	\$ 1,729.17	550
2	\$ 2,030.27	496
3	\$ 2,720.87	176
4	\$ 3,069.25	28

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: May 15, 2024

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 month.

DISCUSSION

The attached table (Attachment 1) summarizes property performance for all sites including Housing Authority of the City of Alameda (AHA) and affiliate-owned sites for the month of March for all properties FPI Management (FPI) manages. We are currently working with FPI on finalizing operating budgets and audits as well as streamlining reporting and improving overall property operations.

VACANCY

The attached table (Attachment 1) reflects twenty-four (24) vacancies out of six hundred eighty-six (686) units for all properties for the month of April 2024. Staff are working diligently to fill the vacancies and fifteen (15) units have move-ins scheduled for the next month. AHA is reviewing vacancy loss weekly and working with FPI to reduce vacancy and improve the unit turn process. As part of the resident screening, FPI is also requesting a copy of their rent ledger from new applicants to ensure that they pass the landlord reference portion. This is not required from those who are homeless or living with family.

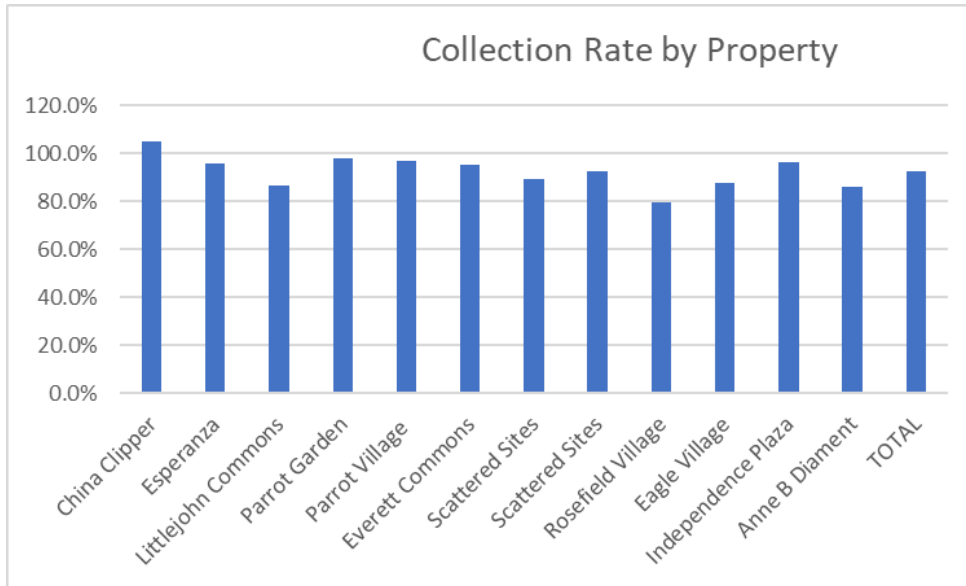
The Housing Programs Department (HPD) is also in the process of rightsizing PBV families, which leads to additional notices and vacancies.

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 the Resident Managers, as well as affordablehousing.com, GoSection 8, the Section 8 online search engine, and on Craigslist.



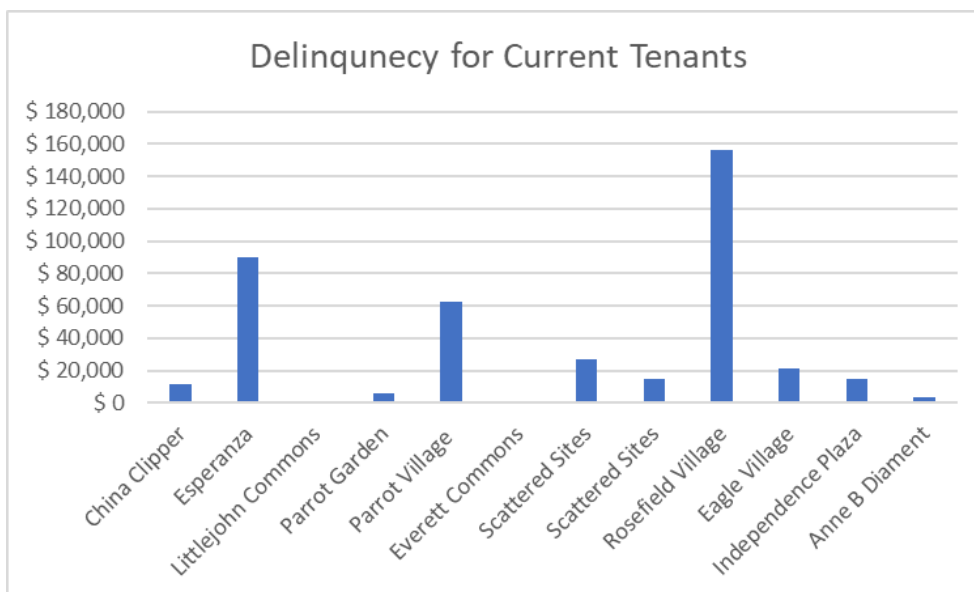
RENT COLLECTIONS

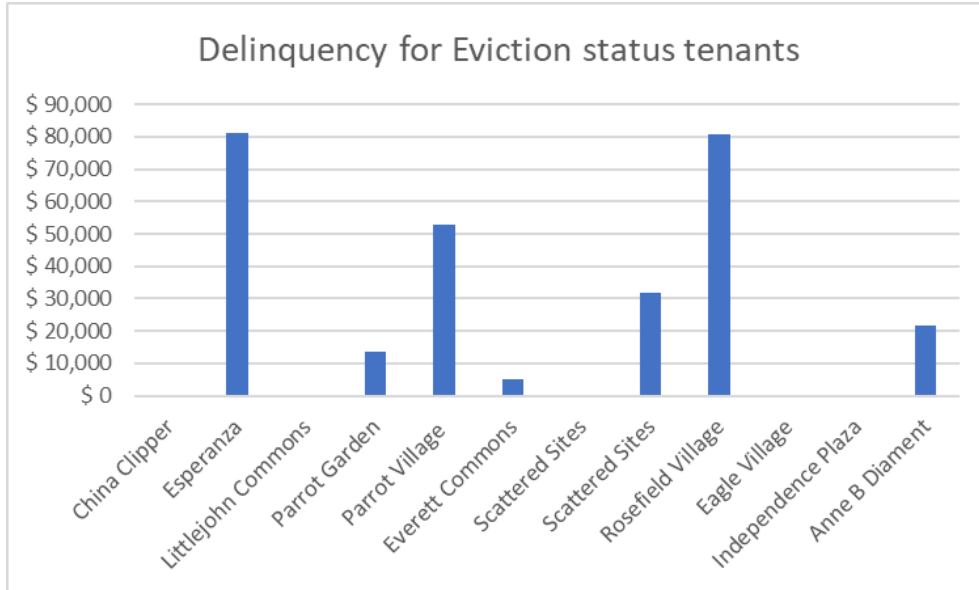
The attached table (Attachment 1) provides the collection rate versus rent billed for all AHA-owned and affiliate-owned sites, and sites managed by FPI. An explanation for properties with a collection rate below 98% or above 101% is provided below.



The lower collection rates are primarily due to the units pending legal action and past due balances for residents affected by COVID-19.

Like many owners, especially non-profit owners, there remains a fairly large payment issue stemming from the COVID era. The total delinquency (unpaid rent) for the portfolio for current residents is \$408,191. The total delinquency for residents in eviction status is \$286,680. Please see below for breakdown by properties:





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. Residents who owe over \$100 are issued a 30-day notice to pay or quit and are referred to legal counsel for review of their cases and, where necessary, the 30-day notice to pay or quit has been filed with the court. LifeSTEPS, FPI and the Ombudsman are working with these families to enter into a "stay and pay" stipulated agreement, although a very small number have not complied and will be evicted if they do not leave before the lock out.

Residents who only owe back rent from prior to December 2022 cannot be issued a 30-day notice, so some fairly significant balances will remain on the ledger until the resident moves out. In addition, \$218,185.51 of write-offs are being presented to the board for approval for past residents. Collection activities will continue for these past resident cases, unless the person is deceased. A small number of other legal cases are ongoing for nuisance behavior.

Rent collections, pending legal/eviction matters, and overall account receivable collection efforts are reviewed in detail weekly by AHA with FPI.

RENT INCREASES

Rent increases have been and will continue to be issued at all sites in the coming months, in accordance with the new payment standards implemented in November 2023. This will result in increases to the total contract rent going up, but these rent increases are raised to the level of the new Payment Standards and generally will not impact subsidized residents' rent portion, as long as they are not over-housed. Independence Plaza rent increases were issued in the past 2 months and followed the Board directions from February 2023 on annual rent increases.

SOCIAL SERVICES

LifeSTEPS has been providing aid to tenants and households and continues to link them to financial and social service agencies, as needed.

MAINTENANCE

The attached table (Attachment 1) shows the Maintenance Requests completed in April 2024. AHA is monitoring and reviewing the status of all maintenance requests and the timeliness of completion on a weekly basis with FPI.

HIRING

The department is in the process of hiring two positions: an Assistant Director of Permanent Supportive Housing and a Management Analyst.

FISCAL IMPACT

Report only.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview Report for Property Operations.

ATTACHMENTS

1. BOC Memo

Respectfully submitted,



Nancy Gerardin, Director of Property Operations

ATTACHMENT 1

Apr-24

Property Name	Property code	Owned by	Managed by	Total units	Senior or Family	Manager units	Gross Potential Rent (Budgeted)	Gross Potential Rent (Actual)	Tenant Rent Collected	Subsidy collected	Total Rent Collected (Actual)	% collected	Current Month Delinquency	Total Current Tenant Delinquency	Total Delinquency for Tenants in Eviction	Past Tenant Delinquency JSCO	Past Tenant Delinquency FPI	Total Delinquency (past and current)
China Clipper	v18	AHHC	FPI	26	Family	0	\$ 55,380.90	\$ 54,009.00	\$ 17,734	\$ 38,879	\$ 56,613	104.8%	-\$ 2,604	\$ 11,600	\$ 0	\$ 2,349	\$ 226	\$ 14,175
Esperanza	v19	AAHC	FPI	120	Family	1	\$ 369,870.00	\$ 385,318.00	\$ 94,818	\$ 273,755	\$ 368,573	95.7%	\$ 16,745	\$ 90,313	\$ 81,117	\$ 1,125	\$ 47,825	\$ 139,263
Littlejohn Commons	v20	ICD	FPI	31	Senior	1	\$ 65,167.00	\$ 60,468.00	\$ 9,552	\$ 42,647	\$ 52,199	86.3%	\$ 8,269	\$ 230	\$ 0	\$ 0	\$ 54,831	\$ 55,061
Parrot Garden	v21	AHA	FPI	8	Family	1	\$ 19,543.20	\$ 19,153.00	\$ 8,345	\$ 10,362	\$ 18,707	97.7%	\$ 446	\$ 6,110	\$ 13,529	\$ 1,352	\$ 0	\$ 7,462
Parrot Village	v22	AAHC	FPI	50	Family	0	\$ 156,728.00	\$ 174,493.00	\$ 28,030	\$ 140,655	\$ 168,685	96.7%	\$ 5,808	\$ 62,325	\$ 52,726	\$ 32,782	\$ 173,745	\$ 268,852
Everett Commons	v23	ICD	FPI	20	Family	1	\$ 53,865.00	\$ 51,371.00	\$ 11,427	\$ 37,479	\$ 48,906	95.2%	\$ 2,465	\$ 518	\$ 5,285	\$ 256	\$ 1,382	\$ 2,156
Scattered Sites	v24	AHA	FPI	25	Family	0	\$ 56,351.30	\$ 56,505.00	\$ 13,090	\$ 37,263	\$ 50,353	89.1%	\$ 6,152	\$ 26,542	\$ 0	\$ 0	\$ 0	\$ 26,542
Scattered Sites	v25	AAHC	FPI	27	Family	0	\$ 57,448.44	\$ 57,920.00	\$ 21,584	\$ 31,914	\$ 53,498	92.4%	\$ 4,422	\$ 14,640	\$ 31,814	\$ 0	\$ 0	\$ 14,640
Rosefield Village	v26	ICD	FPI	92	Family	1	\$ 180,217.00	\$ 175,206.00	\$ 76,898	\$ 62,324	\$ 139,222	79.5%	\$ 35,984	\$ 156,195	\$ 80,706	\$ 0	\$ 44,413	\$ 200,608
Eagle Village	v27	AAHC	FPI	36	Family	1	\$ 100,882.00	\$ 99,988.00	\$ 23,057	\$ 64,384	\$ 87,441	87.5%	\$ 12,547	\$ 21,288	\$ 0	\$ 14,863	\$ 4,619	\$ 40,770
Independence Plaza	w11	AAHC	FPI	186	Senior	1	\$ 249,702.00	\$ 295,149.00	\$ 134,501	\$ 149,837	\$ 284,338	96.3%	\$ 10,811	\$ 15,031	\$ 0	\$ 78,037	\$ 794	\$ 93,862
Anne B Diamant	w70	AHHC	FPI	65	Senior	1	\$ 132,145.00	\$ 134,841.00	\$ 33,054	\$ 82,557	\$ 115,611	85.7%	\$ 19,230	\$ 3,398	\$ 21,503	\$ 19,860	\$ 13,103	\$ 36,361
TOTAL				686		8	\$ 1,497,299.84	\$ 1,564,421.00	\$ 472,090.53	\$ 972,056.00	\$ 1,444,146.53	92.3%	\$ 120,274	\$ 408,191	\$ 286,680	\$ 150,624	\$ 340,938	\$ 899,753

Month Ending April, 2024

Property 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	
China Clipper	v18	AHHC	1	3.8%	0	3.8%	0	0	3
Esperanza	v19	AAHC	1	0.8%	0	0.8%	1	0	32
Littlejohn Commons	v20	ICD	4	12.9%	0	12.9%	0	1	7
Parrot Garden	v21	AHA	0	0.0%	0	0.0%	0	0	2
Parrot Village	v22	AAHC	4	8.0%	0	8.0%	0	1	39
Everett Commons	v23	ICD	1	5.0%	0	5.0%	0	1	6
Scattered Sites	v24	AHA	0	0.0%	0	0.0%	0	0	6
Scattered Sites	v25	AAHC	0	0.0%	0	0.0%	1	0	4
Rosefield Village	v26	ICD	5	5.4%	0	5.4%	6	2	19
Eagle Village	v27	AAHC	0	0.0%	0	0.0%	1	0	29
Independence Plaza	w11	AAHC	4	2.2%	0	2.2%	2	3	49
Anne B Diamant	w70	AHHC	4	6.2%	0	6.2%	4	4	0
TOTAL			24	3.5%	0	3.7%	15	12	196



Housing Authority
of the
City of Alameda

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TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Joseph Nagel, Construction Project Manager, Tony Weng, Senior Project Manager

Date: May 15, 2024

Re: Accept the Monthly Update on Construction in Progress (CIP).

BACKGROUND

The Housing Authority of the City of Alameda (AHA) and its affiliate, the Alameda Affordable Housing Corporation (AAHC), own and operate multifamily property throughout Alameda. Periodically, work is scheduled to maintain and upgrade existing buildings, or to improve property that is anticipated to be redeveloped in the future. In 2022, AHA and AAHC obtained Physical Needs Assessments (PNA) on all properties over 5 years old. These assessments delineated capital needs over a 15-year period, but also highlighted any health/safety needs and items for short-term attention. AHA and AAHC have completed or begun all health/safety items, and plan to address short-term needs through the annual budgeting process for every property. Staff prioritizes work that is health and safety-related, lender-required, or provides risk mitigation. A formal update to the Board on portfolio work is expected later in 2024.

There are multiple sizable projects being planned or underway at this time, including the AHA-led North Housing Master Plan work to prepare the sites and provide infrastructure for Linnet Corner and Estuary I. This report serves to provide updates on this work.

DISCUSSION

The Housing Development, Property Operations and Asset Management departments met with FPI to set the CIP budget for 2024-25. This will come to the Board for approval at a future meeting. This process looks at current needs and planned needs from the PNAs as well as feedback from lenders and investors and AHA/FPI staff who walk the properties regularly. This has resulted in an ambitious and more comprehensive list of Construction in Progress (CIP) projects than in the last few years. Priority tasks are divided between onsite FPI staff and contracting, and larger projects where there may be additional plan and permit submittal, which are undertaken by AHA staff. The Housing Development department is currently recruiting an additional construction manager to help with the roll-out of these upcoming CIP projects.

The following construction projects are in progress as of this Board Meeting.



1. North Housing Master-Plan Site Preparation

Site: North Housing Block A Soil Stabilization, 501 Mosley Ave

Purpose: Prepare the site for future development of affordable housing

Timeline: October 2023 to March 2024

Status: The soil stabilization work is 100% complete. The final general contractor pay application, retention pay application, and a change order for this work were signed on March 13, 2024. The change order was approximately \$31,000 for soil off-haul. The contract amount increased from about \$4,420,000 to \$4,451,000. The total soil stabilization work is within the previously Board approved budgeted amount of approximately \$5,000,000. A notice of completion was filed and recorded on March 20, 2024. Staff is working on reimbursing AHA for the soil stabilization work and will be billing Estuary I and Linnet Corner for their respective pro rata share.

Site: North Housing Block A Offsite Improvements, 501 Mosley Ave

Purpose: In addition to the soil stabilization work being completed at North Housing Block A to serve the future housing developments. AHA contracted with J.H.

Fitzmaurice, Inc. (JHF) for offsite improvements such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite

improvements work is expected to take approximately ten months to complete actual

work and is on a parallel track to the two upcoming housing development projects

(Estuary I and Linnet Corner). Therefore, the contract end date is August 2025, and it

aligns with the two housing projects' expected completion date. Costs for the work are

budgeted in each of the housing developments at Block A and funding was previously

approved by the Board of Commissioners in December 2023.

Timeline: February 2024 to August 2025

Status: As of the end of April, offsite improvements work is about 10% complete.

Contractor billing for April 2024 consists of erosion control, landscape irrigation, and

wet-utilities such as sanitary sewer and storm drain, and contractor general conditions

and fees. There are no change orders, and the project is on time and on budget.

2. SB721 Inspections

Site: Multiple Properties

Purpose: Senate Bill 721 (September 17, 2018), requires an inspection of exterior

elevated elements and waterproofing assemblies for buildings with 3 or more dwelling

units, to be inspected by January 1, 2025, and subsequent inspections every 6 years.

Timeline: Complete Inspections by July 2024.

Status: Contract has been signed, currently coordinating access with the consultant, a

contractor to provide access to building structure areas where visual or video inspection

is required.

3. Parrot Village Siding/Paint Repairs

Site: Parrot Village

Purpose: Lender required exterior repairs and new exterior paint

Timeline: Work is expected to take 5–6 Months (Weather Permitting).

Status: The siding is complete, and the painting of the buildings is complete.

4. Eagle Village Siding/Paint Repairs

Site: Eagle Village

Purpose: Lender required exterior repairs and new exterior paint

Timeline: Work is expected to take 4-5 Months (Weather Permitting).

Status: The work is in progress and the contractor, New Color Co, is working on the 6th of 7 buildings. The painters are working on the 3rd of 7 buildings

5. Guardrail and Stair Handrail Renovations

Sites: Esperanza, China Clipper, Lincoln House, Anne B. Diament, Stanford House and Parrot Gardens

Purpose: Upgrade guard rails and handrails for safety reasons as noted in the 2022 Physical Needs Assessments (PNAs).

Timeline: The work should take 8–10 weeks to complete.

Status: An RFP was issued on August 28, 2023 and a bid walk conducted September 26, 2023. AHA received (1) proposal for the work at these (6) properties and AHA has hired a consultant, Leland Saylor Associates, to perform a cost analysis of the sole proposal that was received. In the absence of accurate existing architectural drawings due to the age of the older properties, AHA has hired Barry/Wynn as of March 2024, at a cost of \$7,795, to provide plan/elevation drawings with dimensions and notes for Leyland Saylor to base an accurate cost analysis on. These plan/elevation drawings will be archived for future reference.

6. China Clipper Electrical Upgrade

Site: China Clipper

Purpose: Upgrade electrical panels for safety reasons as noted in 2022 PNA.

Timeline: The work is expected to take 6–8 weeks.

Status: The permit for this work was approved on January 25, 2024. The contractor, Ray's Electric, is scheduled to begin work on May 20, 2024.

7. Anne B. Diament Balcony Repairs

Site: Anne B. Diament

Purpose: Repair balconies in compliance with Senate Bill 721.

Timeline: This scope of work is expected to take 6 months to complete.

Status: The permit plans have been approved by the City of Alameda Building Department. The contractor AmOne Corp.began on April 22, 2024.

8. Independence Plaza Balcony Repairs/Sewer Study

Site: Independence Plaza

Purpose: Balconies were repaired in 2022-23 in accordance with Senate Bill 721. To finalize the permits, the private sewer laterals must be pressure/vacuum tested by East Bay Municipal Utility District (EBMUD).

Timeline: This work is complete.

Status: Inspection/testing is in progress by EBMUD.

FISCAL IMPACT

Funding for the North Housing Master Plan was approved by the Board of Commissioners in August and December 2023. Funding for repairs and maintenance on existing properties owned by either AHA or the AAHC is from either project reserves or the 2022 Reserve Policy Preservation Budget, as adopted by the AHA Board of Commissioners. Funding for the Independence Plaza Balcony repair is also being supported by redevelopment funds from the City of Alameda.

CEQA

None

RECOMMENDATION

Accept the Monthly Update on Construction in Progress (CIP).

ATTACHMENTS

1. Att 1_NH Block A_Offsites_Contract_Tracking

Respectfully submitted,

The image shows two handwritten signatures in blue ink. The first signature is for Joseph Nagel, and the second is for Tony Weng. Both signatures are written in a cursive style.

Joseph Nagel, Construction Project Manager, Tony Weng, Senior Project Manager

North Housing Block A - Offsites Contract Tracking
Update - as of April 30, 2024

General Contract Status	
Total Contract Value	\$4,015,747
Change Orders	\$0
Revised Contract Value	\$4,015,747
Value of Work Completed to Date	\$416,308
Retention Withheld	\$32,073
Amount Paid to Date	\$384,236
Balance to Finish	\$3,631,511
% Construction Complete	10%

Contingency Utilization	
	Hard Cost
Total Contingency Approved	\$402,837
Approved Change Orders to Date	\$0
Remaining Balance of Contingency	\$402,837
% of Contingency Used	0%



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: Jenny Wong, Senior Project Manager

Date: May 15, 2024

Re: Accept the Monthly Construction Report for The Estuary I.

BACKGROUND

The Housing 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 Estuary I project is located at 500 Mosley Avenue. ICD is the developer. The project scope includes 45 new construction permanent supportive housing units for homeless or formerly homeless individuals and/or households, including one manager's unit. Amenities include property management offices, social service coordination offices, a community room, mail room, central laundry, central courtyard, and secure bike parking. J.H. Fitzmaurice, Inc. initiated construction on January 30, 2024 and is scheduled to achieve completion on or before August 1, 2025. Please see previous monthly Board Reports for project details prior to this month's update.

DISCUSSION

Construction

The overall project completion and billing percentage, through April 30, 2024, is approximately 14.51%. Rough framing of the first and second floors are complete. Started shear wall installation on the first floor. Currently, the project is on-track to complete on time. This month's construction activities include continuing excavation and installation of underground utilities at the courtyard and Lakehurst Circle, rough plumbing and fire sprinklers on the first and second floors, complete shear walls on the first floor and second floors, and continue rough framing through the third floor.

Change orders this month total to \$139,891.53 and are for site fencing, metal entry canopies, site security measures, added phone and cable conduits, and solar photovoltaic system upgrades proposed by Staff to offset common area electricity in the building. Change orders also include credits for substituting framing materials with like-for-like materials and removal of underground steel supports since the lightweight



cellular concrete provide sufficient support. \$32,299.55 of these change orders will be covered by owner contingency within the project budget and the balance will be covered by GC contract contingency or allowances already in the contract. To date, the project has utilized approximately 2.32% of its hard cost contingency, in line with its completion percentage. Owner contingency funds are held separately from the contract and when change orders are approved, the original construction contract value is increased.

Operation and Lease Up Activities

On April 15, 2024, staff held a kickoff meeting with agency-wide departments and external parties, including property management and the service providers, to provide a project overview and key project milestone dates. Staff and property management will begin meeting monthly to prepare a pre-lease-up plan by August 2024.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. The construction is on time and on budget. Operations and lease-up planning activities are meeting project milestones. See attachment for the monthly budget update.

CEQA

Not Applicable.

RECOMMENDATION

Accept the Monthly Construction Report for The Estuary I.

ATTACHMENTS

1. Att1_The Estuary I Budget Tracking Through April 2024
2. Att2_The Estuary I Progress Photos

Respectfully submitted,



Jenny Wong, Senior Project Manager

The Estuary I
Monthly Update - as of April 30, 2024

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$2,461,115.00	\$2,444,509.90	99%	\$16,605.10
Hard Costs	\$27,175,842.52	\$4,579,262.20	17%	\$22,596,580.32
Soft Costs	\$13,286,926.48	\$2,427,734.01	18%	\$10,859,192.47
Total	\$42,923,884.00	\$9,451,506.11	22%	\$33,472,377.89

General Contract Status	
Total Contract Value	\$24,898,006.72
Change Orders	\$32,299.56
Revised Contract Value	\$24,930,306.28
Value of Work Completed to Date	\$3,613,399.19
Retention Withheld	\$309,970.20
Amount Paid to Date	\$3,303,428.99
Balance to Finish	\$21,626,877.29
% Construction Complete	14.51%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,394,525.00	\$250,000.00
Approved Change Orders to Date	\$32,299.56	\$0.00
Remaining Balance of Contingency	\$1,362,225.44	\$250,000.00
% of Contingency Used	2.32%	0.00%

The Estuary I Progress Photos



Aerial photo of the North Housing Block A site. The Estuary I is located on the top left corner.



Second floor subfloor installation.



Framing progress photo from the southern elevation.



Exterior plywood sheathing installed on the eastern elevation of the first floor.



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Paris Howze, Project Manager

Date: May 15, 2024

Re: Accept the Monthly Construction Report for Linnet Corner.

BACKGROUND

The Housing 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.

Linnet Corner is located at 2000 Lakehurst Circle, Alameda, CA 94501. The project is the new construction of a single, four (4) story residential building, with 64 units. There will be 40 studio units and 23 one-bedroom units targeting seniors aged 62 and over. There will also be one two-bedroom dedicated as a manager's unit. Affordability levels will range between 30% and 40% of the Area Median Income (AMI). The project will also have 25% or 16 units serving formerly homeless/homeless senior veterans. Amenities will include a community room, onsite property management and service provider offices, shared unassigned parking, a laundry room, a resident garden, and roof terrace.

Staff delivered a notice to proceed on March 6, 2024, and J.H. Fitzmaurice (J.H.F), Inc. commenced construction activities on March 14, 2024. The project is expected to achieve completion on or before October 30, 2025.

Please see previous Board reports for project details prior to this month's update.

DISCUSSION

Construction

The overall project completion and billing percentage, through April 30, 2024 is approximately 8%. This month's construction activities included installing the under slab plumbing and electrical, forming the edges, installing the under slab vapor barrier, and installing and placing bottom rebar to complete the pour/placement of the concrete foundation.



The project received two deductive change orders totaling about \$80,000 in savings and one additive change order totaling about \$79,800 in cost. The overall contract value is reduced by approximately \$200. Please refer to the attachment for contract values. To date, the project has utilized approximately zero percent of its hard cost contingency, in line with its completion percentage. Owner contingency funds are held separately from the contract and when change orders are approved, the original construction contract value is amended accordingly.

Operation and Lease-Up Activities

Project staff will be working with cross-agency departments and external partners to prepare the project for leasing in 2025.

FISCAL IMPACT

The Board previously authorized a pre-development loan to ICD totaling \$10,000,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for Block A of the North Housing Project, which includes 155 units of permanent supportive housing and senior housing, including Linnet Corner. Funds are disbursed to ICD on an as-needed basis.

The portions allocated to the Linnet Corner project were converted into permanent financing at the construction loan closing. Staff will be preparing a loan draw to document the recast of all expenses paid through the pre-development loan to the AAHTF funds when HCD release the state matching funds per the HCD Standard Agreement for this project. All prior and future costs incurred by the project through conversion will be paid by financing committed to the project through a monthly draw request to the construction and soft lenders.

The current total pre-development loan on the Linnet Corner project to be recast is \$1,954,192.87 net of anticipated soil stabilization costs.

AHA and ICD have completion and lease up guarantees on this development. To date, the construction is on time and on budget.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Construction Report for Linnet Corner.

ATTACHMENTS

1. Linnet Corner - Monthly Budget Tracking (April 2024)

Respectfully submitted,



Paris Howze, Project Manager

Linnet Corner
Monthly Update - as of April 30, 2024

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$640,864	\$526,160	82%	\$114,704
Hard Costs	\$36,513,061	\$1,309,644	4%	\$35,203,417
Soft Costs	\$16,118,331	\$2,711,570	17%	\$13,406,761
Total	\$53,272,256	\$4,547,374	9%	\$48,724,882

General Contract Status	
Total Contract Value	\$29,561,507
Change Orders	(\$170)
Revised Contract Value	\$29,561,336
Value of Work Completed to Date	\$2,361,963
Retention Withheld	\$176,365
Amount Paid to Date	\$2,185,599
Balance to Finish	\$27,375,738
% Construction Complete	8%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,738,717	\$450,000
Approved Change Orders to Date	(\$170)	\$0
Remaining Balance of Contingency	\$1,738,887	\$450,000
% of Contingency Used	0%	0%

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: May 15, 2024

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

BACKGROUND

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

DISCUSSION

Island City Development

Currently, the Housing Authority of the City of Alameda (AHA) has a direct pre-development loan to Island City Development (ICD) for The Poplar, and another loan to Estuary II through its affiliate Alameda Affordable Housing Corporation (AAHC) via the Alameda Affordable Housing Trust Fund (AAHTF). AHA has also provided options to ground lease for ICD pipeline projects (Estuary II, The Poplar). The loan balance and project details are discussed in the subsequent project specific Board reports.

In September 2023, ICD signed two Agreements of Housing Assistance Payment Contract (AHAP) with the AHA for eighty vouchers at Estuary I and Linnet Corner. There is an outstanding voucher commitment to Estuary II for forty vouchers as well, pending full financing of the projects.

Affordable Housing Project Pipeline

Staff has now implemented a periodic pipeline newsletter system to communicate with interested parties. The most recent newsletter was released in February 2024.

- ***Rosefield Village*** – Rosefield is waiting for its final tax forms (IRS 8609) to be able to deliver tax credits to its investor. This should occur by the end of second quarter 2024. At that time, deferred and held back developer fee will be released to ICD and AHA.
- ***Estuary I, Estuary II, Linnet Corner*** – Estuary I and Linnet Corner are under



construction. An update report on these projects is presented as a separate Board item. A Start of Construction Celebration was held on April 24 to celebrate progress on these two inaugural North Housing developments. The Program is attached with the list of speakers, etc.

- **North Master Plan** - The Board approved the contract for site stabilization work at North Housing Block A in July 2023, and retention on this contract is scheduled to be paid in early May. In addition, AHA contracted for offsite work to support Block A. There is an update on this work in the CIP Report.
- **The Poplar (2615 Eagle)** - The Poplar has received an award of funds for environmental investigation. An updated report on the project is presented as a separate Board item.
- **Feasibility Studies** – Utilizing data from recent PNAs, appraisals, and accessibility studies, staff is conducting financial feasibility analysis on three portfolio projects (Independence Plaza, China Clipper, and Esperanza) regarding needs and opportunities for renovation. Staff continues to explore avenues to utilize the AHA's Faircloth voucher allocation with Data and Policy team members.

Acquisitions

Staff continues to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available. Staff has been approached recently by developers with stalled or small sized (<20 units) developments. AHA's typical affordable housing financing tools do not typically work with developments of small units, or few units, or ground floor retail requirements. Staff convened a 'lessons learned' session regarding Poppy Place, in order to understand what had been successful, and how better to address the challenges of that proposed acquisition. These issues can be applied to future opportunities in Alameda.

New Funding Opportunities

Staff has submitted four major funding applications this year for Estuary II. ICD receives declines for its 9% and State of California SuperNOFA attempts. Staff is still waiting on outcomes from the National Housing Trust Fund, the Bay Area Housing Finance Agency, and the City of Alameda applications. Staff has also been working with Finance and Administration on the update for the Reserve Policy, which is included in this month's agenda.

The outlook for funding opportunities in the State of California is increasingly constrained. Since redevelopment ended in 2012, the State has relied on a series of bond issuances to provide soft funds to leverage federal tax credits and tax-exempt bonds for new construction. During previous healthy budget years, the Governor has also directed general funds into State housing programs, as well as the State low income housing tax credit program. The budget in 2024 is very constrained, and difficult choices are being made. In addition, the State has spent most of the Multifamily Housing Program (MHP) bond funds from previous years. There is a proposal for a new \$10 billion dollar bond (AB 1657, Wicks) to be put on the November 2024 ballot to

replenish the MHP bond funds. The Governor may or may not be able to find general funds to allocate to the state tax credit bond program. The Bay Area Housing Finance Agency is considering a potential regional bond measure to generate \$10 to \$20 billion to build more affordable homes and help keep existing homes affordable. The voters must pass these two measures by a 2/3 vote, unless another concurrent proposition reduces the standard to 55%. Without these bonds, nearly all the new construction pipeline in California may grind to a halt. Proposition 1, will have limited dollars for new construction, and typically serves a special needs population that is limited to 25% of the total units in a development. For more information about the California pipeline and funding status, Enterprise Community has resources at <https://www.enterprisecommunity.org/news/enterprise-releases-2024-california-affordable-housing-pipeline-report>. The AHA is relatively fortunate to have two projects in construction, and more projects that will not come on line for a few more years, allowing this funding slowdown to clear. Staff is actively applying for The Estuary II, the remaining shovel-ready project, so that it can be funded with the last available dollars in 2024.

Construction in Progress

A separate report to the Board tracks the many different activities that are underway to improve the portfolio and prepare sites for development.

Staffing

The Housing Development Department is fully staffed and, with the support of the Board, will be adding one additional Construction Project Manager to the team this summer. Staff has convened a Kick-off Meeting for Estuary I (and will follow with one for Linnet Corner) that convenes the many AHA departments that will be involved in the operations and lease up, as well as financial aspects, of these developments.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

ATTACHMENTS

- 1. NH Construction Start Program
- 2. NH Cnst. Start Event Photo Montage

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



THE ESTUARY I & LINNET CORNER CONSTRUCTION START CELEBRATION

APRIL 24TH, 2024 FROM 3-5PM

Speakers and Program

Welcome Message

Vadim Sidelnikov, Vice Chair
Housing Authority of the City of Alameda

Speakers

David Passey, Deputy Regional Administrator, Region 9
Department of Housing and Urban Development

Tomiquia Moss, Secretary of California's Business, Consumer
Services and Housing Agency
State of California

Malia M. Cohen, California State Controller
State of California

Lena Tam, Alameda County Supervisor, District 3
Alameda County Board of Supervisors

Tony Daysog, Vice Mayor
City of Alameda

Heidi Racherla, Senior Vice President, Community Relations
Manager
Bank of America

Claire Parisa, Director of Acquisitions
Housing Credit Investments, Enterprise

Doug Biggs, Executive Director
Alameda Point Collaborative

Liz Varela, Executive Director
Building Futures

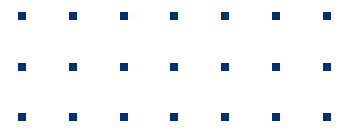
Vanessa Cooper, Executive Director / President
*Housing Authority of the City of Alameda / Island City
Development*

Light Refreshments Served

Project Funding Provided By:



About the Development



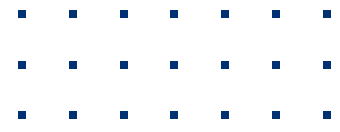
The Estuary I



**Studios & 1 Bedrooms
45 Units
Permenant Supportive Housing**

In 2019, the Housing Authority was officially awarded the twelve-acres of land donated and formerly owned by the U.S. Navy under a homeless conveyance. The Estuary I, will provide the first new construction affordable rental homes fully dedicated to formerly homeless households built within the city. AHA's service provider partners, Alameda Point Collaborative and Building Futures, will provide comprehensive services to those formerly homeless households to help them stabilize and enrich their lives. Residents will have access to: community rooms, social services, computer rooms, Wi-Fi hotspots, central onsite laundry, beautiful water-conscious drought tolerant landscaping, outdoor picnic gathering areas for intimate or communal gatherings, a pet play and relief area, along with a community garden. these new homes are built with a focus on creating open space and a connective neighborly environment which will integrate seamlessly with the surrounding community

About the Development



Linnet Corner



Studios & 1 Bedroom

64 Units

Seniors 62+

Linnet Corner will provide 64 apartment homes dedicated to senior housing for those 62+. AHA's service provider partners, LifeSTEPS USA, will provide comprehensive services to residents that enrich their lives. Linnet Corner residents will have access to: community rooms, social services, computer rooms, Wi-Fi hotspots, central onsite laundry, beautiful water-conscious drought tolerant landscaping, outdoor picnic gathering areas for intimate or communal gatherings, an outdoor fitness area, a pet play and relief area, along with a community garden.

Both development projects are conveniently located within a half mile from multiple amenities creating a vibrant community with access to local businesses, recreation, and transit. Island City Development puts sustainability at the fore front and will apply for the Green Point Gold certification, qualifying by using green materials, water-conscious and energy-efficient technologies. These homes will be all electric and with solar photovoltaic arrays installed on roof tops to ensure the power supply, when capable, is using renewable energy.



Project Development Team

Developer: Island City Development

Architect: HKIT Architecture

General Contractor: J.H. Fitzmaurice, Inc.

Civil Engineer: Carlson, Barbee, and Gibson

Financial Consultant: Community Economics, Inc.

Construction Management: Concore

Structural Engineer: People Associates

Environmental Consultant: Ninyo & Moore, Langan

Joint Trench: Tarrar

Geotechnical Engineer: Engeo

Preproperty Management: FPI Management

Resident Services: Alameda Point Collaborative, Building Futures, LifeSTEPS USA



Housing Authority — of the — City of Alameda

For over 80 years, The Housing Authority of the City of Alameda (AHA) has provided a range of housing assistance to low-income households. The primary goal of the Housing Authority is to provide quality, affordable, and safe housing in the City of Alameda. Our programs include Housing Choice Vouchers, Project-Based Vouchers, specialized housing assistance, family self-sufficiency, affordable real estate development, resident services, and management of AHA owned property.



Island City Development

ISLAND CITY DEVELOPMENT (ICD), established in 2014, is a non-profit public benefit corporation and housing developer focusing on providing decent, safe, and accessible affordable homes to working families, seniors, veterans, and households of low income where no adequate housing exists. ICD, with its partners and affiliates, owns, acquires, develops, provides, finances, rehabilitates and operates three properties to date. The actions or partnerships of Island City Development promote social welfare, combat blight and deterioration, work to eliminate discrimination and prejudice and seek to benefit renters within the City of Alameda. ICD partners with the Housing Authority of the City of Alameda to develop new affordable homes.







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, Tony Weng,
Senior Project Manager

Date: May 15, 2024

Re: Accept the Quarterly Development Report for The Estuary II.

BACKGROUND

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

The Housing Authority of the City of Alameda (AHA) is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative and Building Futures. Island City Development (ICD) is the developer. On February 21, 2016, the AHA Board of Commissioners authorized acceptance of the Quit Claim deed for conveyance of the property to AHA. On June 5, 2018, the City Council approved the resolution to transfer the North Housing parcel to AHA. The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. The AHA Board approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map. On May 16, 2023, the City Council approved the first phase Final Map and on September 19, 2023, the remnant Right of Way (ROW) parcels along Mosley Avenue transferred from the City to AHA as contemplated in the approved Development Plan. In October 2023, the first phase Final Map was recorded to create the parcels and the streets within Block A.

Please see previous Board reports for project details before this month's update.

DISCUSSION

Funding

AHA has made a funding commitment through its Reserve Policy in the amount of \$3,750,000 which is flowing through the Alameda Affordable Housing Trust Fund (AAHTF) administered by the Alameda Affordable Housing Corporation (AAHC). The



AAHTF commitment has been awarded matching funds from the State Local Housing Trust Fund (LHTF) Program with \$1,250,000 of the matching funds committed to The Estuary II project. Together, the AAHTF commitment is \$5,000,000. AHA has also approved an option to ground lease the land, at a subsidized rate in 2021. If and when State of California Department of Housing and Community Development (HCD) funding is awarded to this project, the ground lease for up to the Fair Market Value (FMV) evidenced by the seller carryback financing may be converted to land contribution to the project for a nominal fee of \$1 per year for 99 years. This similar financing structure was used on the Linnet Corner project with HCD funding.

Please see the related memo, Update to the 2021-2026 Reserve Policy (2024) in this agenda. Staff recently submitted an April 23, 2024, joint tax-exempt bond and four percent (4%) tax credit funding application to the California Debt Limit Allocation Committee (CDLAC) and the California Tax Credit Allocation Committee (CTCAC). Estuary II was submitted as a condominium project for vertical construction on vacant land. As the master developer, AHA has previously improved the land for future developments required by the City of Alameda in its Conditions of Approvals for the master plan. The value of the remaining Block A soil stabilization and offsite improvements is approximately \$1,500,000. AHA has previously invested \$4 million in prepping the remaining 9 acres, and in the 2024 Update to the Reserve Policy, staff proposes to combine this together with the final \$1.5 million land preparation investment. AHA would have a \$5.5 million investment in North Housing that could be recovered by future land sales or development.

On June 23, 2023, the Federal Home Loan Bank of San Francisco awarded \$690,000 in Affordable Housing Program (AHP) funds to the project.

On April 15, 2024, HCD published the Multifamily Finance Super NOFA (MFSN) Awards. The Estuary II project passed the threshold but was not awarded.

On January 5, 2024, staff applied to the National Housing Trust Fund program for funding. Funding awards are expected in May 2024, and a 9% tax credit application will be made in July 2024 if necessary.

On January 15, 2024, staff submitted a Letter of Intent to the Bay Area Housing Finance Agency (BAHFA) for funding for Estuary II. An invitation to submit a full application from BAHFA is delayed and staff will update the Board when a new timing update is available.

On December 13, 2021, AHA conditionally awarded forty (40) Section 8 Project-Based Vouchers (PBV) for this project. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to be approximately \$10 million. On April 17, 2024, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) to December 31, 2024.

Permit

The building permit is ready to be issued upon payment of building permit fees.

Procurement

Staff procured an Owner’s Representative/Construction Management Consultant, and a Materials Testing/Special Inspections Consultant for the North Housing Block A projects.

Timing

This development will not start construction until the end of 2024 at the earliest, as it is still waiting for its final financing commitments.

FISCAL IMPACT

The Board previously authorized a pre-development loan of \$10,000,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 155 units, including Estuary II. Please see separate monthly reports for The Estuary I and Linnet Corner projects. The total pre-development loan available for the Estuary II project is \$3,750,000. Funds are disbursed to ICD on an as-needed basis. Please refer to the attached chart summarizing expenses through April 30, 2024 (Attachment 1).

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Development Report for The Estuary II.

ATTACHMENTS

1. 24_0430_North Housing Block A Expenses Chart

Respectfully submitted,



Sylvia Martinez, Director of Housing Development, Tony Weng, Senior Project Manager

Predevelopment Expenses Chart Through April 30, 2024

The Estuary II	Total
Predevelopment loan funds (AAHTF) available for the Estuary II project	\$3,750,000
Predevelopment expenses to-date includes predevelopment costs, pro rata shares of master plan, demolition, and land carrying costs)	\$1,304,499
Predevelopment Funds Remaining	\$2,445,501

North Housing	Total
Remaining Nine (9) Acre Land Carrying Costs and Site Predevelopment (includes master planning and demolition) *Shown for informational purposes only	\$4,000,000



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: Jenny Wong, Senior Project Manager

Date: May 15, 2024

Re: Accept the Quarterly Development Report for The Poplar (2615 Eagle Avenue).

BACKGROUND

The Housing Authority of the City of Alameda (AHA) purchased the property at 2615 Eagle Avenue for \$2,500,000 in March 2022 to develop the site as affordable housing. AHA anticipates that the site will serve 40-50 families, with up to 25% supportive housing units if required by funding sources. The development will have a preference for Alameda Unified School District (AUSD) staff, as well as a live/work preference for Alamedans.

In December 2023, the Board agreed to enter into a \$3.4 million pre-development loan from Capital Impact Partners to fund the acquisition and pre-development of this site for up to four years.

In February 2024, the Board approved a \$2.1 million pre-development loan from the Reserve Policy for upfront costs through readiness for financing applications that exceed the CIP loan amount.

In March 2024, the Board approved an option to ground lease with a 20-year term to Island City Development (ICD). New requirements on the ground lease include biannual pre-development progress reporting and limitations on transfers to only ICD-controlled entities.

Please see previous monthly Board Reports for project details prior to this month's update.

DISCUSSION

Funding

AHA has received approximately \$3 million from the City of Alameda redevelopment funding for this development. The redevelopment funding is available on a



reimbursement basis and will remain as permanent financing to the development.

Design and Permit

The development will not require CEQA review and is zoned for the planned use. The site will have to submit drawings for a ministerial design review process on objective design standards, and for offsite public works approvals.

Procurement

Staff has begun procurement for the architect, civil engineer, and environmental consultant. After staff reviews the proposals received, the recommendations for design team member contracts will be brought back to the Board for approval and begin services in June 2024.

Community Outreach

A press release was issued after escrow closed and a quarterly newsletter regarding all pipeline developments is posted on the AHA website. Staff anticipates holding community outreach meetings in 2024.

Environmental Mitigation

The property was formerly used as a maintenance and storage yard by AUSD to facilitate their daily operations. Additional testing will be required to assess the full extent of the residual impacts in order to determine the appropriate plan for mitigation and/or remediation.

In March 2024, the project was awarded \$534,565 in Equitable Community Revitalization Grant (ECRG) funds from the Department of Toxic Substances Control Office of Brownfields. The grant has a two-year term. Grant funds are disbursed on a reimbursement basis and can only be used for environmental site investigation activities. Additional site testing will begin this summer 2024.

FISCAL IMPACT

The current Reserve Policy commitment is \$2,100,000. It is anticipated that the AHA predevelopment loan will be reimbursed by permanent commitments available for use during predevelopment and any outstanding balance to be reimbursed or rolled into a permanent commitment as the project begins construction. \$2,096,487 in predevelopment loan proceeds are remaining as of April 30, 2024.

The Capital Impact loan provides up to \$3,337,000 in predevelopment funding to replenish the funds previously used by AHA on site due diligence and acquisition, and to be used on future work to prepare the site for the new development. \$691,543.56 in Capital Impact loan proceeds are remaining as of April 30, 2024.

The Capital Impact predevelopment loan, City redevelopment funding, and ECRG grant are all available on a reimbursement basis, with the latter two funding sources remaining on the project as permanent commitments.

Please refer to the attached predevelopment budget summarizing the sources and uses for the project through financing readiness and remaining loan proceeds (Attachment 1).

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Development Report for The Poplar (2615 Eagle Avenue).

ATTACHMENTS

1. Att1_The Poplar Predevelopment Budget

Respectfully submitted,



Jenny Wong, Senior Project Manager

The Poplar – Predevelopment Budget

Uses	Costs	AHA Loan	Capital Impact Loan
Acquisition	\$2,500,000	\$0	\$2,500,000
Carrying Costs	\$733,700	\$343,700	\$0
Design Consultants	\$800,000	\$229,960	\$570,040
Entitlements & Permitting	\$175,000	\$175,000	\$0
LIHTC and Financing Fees	\$446,960	\$180,000	\$266,960
Environmental Costs	\$600,000	\$600,000	\$0
<u>Contingency</u>	<u>\$181,340</u>	<u>\$181,340</u>	<u>\$0</u>
Total	\$5,437,000	\$2,100,000	\$3,337,000

	AHA Loan	Capital Impact Loan
Amount Expensed through April 30, 2024	\$3,513	\$2,645,457
Remaining Loan Available	\$2,096,487	\$691,543



To: Honorable Chair and Members of the Board of Commissioners
From: Alicia Southern, Director of Human Resources
Date: May 15, 2024
Re: Accept the Quarterly Overview Report for the Executive/Data and Policy and HR Departments.

BACKGROUND

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

DISCUSSION

Human Resources and Operations

A summary of unfilled positions that are on the Schedule of Authorized positions is presented below. Positions are listed by department, and information about current and recent recruitment is included. Information is current through the end of April 2024.

Department	Position	Number of Vacant Positions	Recruitment Status	Other Updates
Executive	Deputy Executive Director	1 FTE	Position temporarily on hold	
Administration	Risk Manager /Management Analyst	1 FTE	Interviewing candidates	
Finance	Program Assistant	1 FTE		New position



Housing Programs	Assistant Director of Housing Programs	1 FTE	Filled	Starts in May
	Management Analyst	1 FTE	Interviewing candidates	
	Housing Programs Supervisor	1 FTE	Filled.	Started in March
Property Operations	Assistant Director of Property Operations / Assist. Dir. Perm. Supportive Housing	1 FTE	Recruiting candidates	New position
	Management Analyst	1 FTE	Interviewing candidates	
	Program Assistant	1 FTE	Filled	Started in April
Housing Development		0 FTE		Dept. fully staffed
Asset Management	Associate Asset Manager	1 FTE	Filled	Started in April
	Director	1 FTE	Filled	Starts in May
Data and Policy	Management Analyst/Senior	2 FTE	Interviewing candidates	
Human Resources	Human Resources Manager/Management Analyst	1 FTE	Interviewing candidates	Open due to staff promotion
	Program Assistant	1 FTE	Filled	Started in April

Summary:

Total FTE's approved for FY 2023/24: 57.5

Number of vacancies: 9 FTE's

Number of active recruitments: 7 (all open Program Assistants may be filled from one recruitment and the Management Analysts may be filled from one recruitment)

The Housing Authority of the City of Alameda (AHA) has welcomed four new staff members since the last quarterly report (with two others starting this month), including a Director of Asset Management, Associate Asset Manager, Assistant Director of Housing Programs, Housing Programs Supervisor, and two Program Assistants. Interviews are in process for several other positions, and while the candidate pool for most positions is smaller than in the past, Management anticipates filling additional positions in the upcoming months. HR has also on-boarded temporary staff to support: Administration's risk management and QC functions; Executive and Property Operations; and Human Resources. Recruiting expenditures are higher, but are covered by savings from vacant positions, and the investment can pay off in securing candidates sooner and providing support to internal HR staff involved in multiple recruitments.

During this period, staff attended conferences and trainings with CHAM, NCHM, NAHRO, Novogradac, ELPN, MTW Collaborative and Liebert Cassidy Whitmore.

Online and in-house training was received on the following topics: Defensive Driver, Cyber Awareness, Laserfiche, Global Relay, PaperCut Printer, Vehicular Safety, Oakland LGBTQ Center Presentation, GPS Vehicle Tracking Policy, Procurement Policy, Signature Authority Policy, and DocuSign Basics.

Staff are planning to launch an internal management training and mentorship program. Staff will temporarily be moved to a higher pay range while being trained and being provided hands-on experience and projects at the entry level management level.

On February 28, 2024, staff celebrated Black History Month with a presentation at the All Staff meeting and on April 24, 2024, staff celebrated Administrative Professionals' day with a potluck, and on the same afternoon celebrated the groundbreaking at North Housing. Monthly events continue to be planned by the Events and Celebrations Committee. In February, the Events and Celebrations Committee decorated the office with celebratory items for Black History Month and the Lunar New Year. In March, the office was decorated with items for Women's History Month.

Juneteenth

AHA staff printed the Holiday and Office Closure Calendar with an error for the federal official date for the recognition of Juneteenth. This year, staff will have the option of selecting to observe Juneteenth on Monday, June 17, 2024 or Wednesday, June 19, 2024. AHA plans to observe the holiday on June 19th moving forward.

Moving to Work (MTW) Designation

During the last quarter, the AHA received approval to implement all Agency Specific Waiver activities that were included in prior plans. AHA also completed its FY 2024-2025 Annual Plan and MTW Supplement process and the approved plans were submitted to HUD in March 2024. HUD has 75 days to take action on the plan that will be effective July 1, 2024. Most likely, HUD will issue a conditional approval pending

final approval of the three Agency Specific Waivers included in the newest plan.

Veteran Affairs Supportive Housing (VASH) Vouchers

AHA received HUD's approval and amended contract for the 20 VASH vouchers being reallocated from the Housing Authority of the County of Alameda (HACA). AHA is still awaiting HUD's approval to reallocate 15 VASH vouchers from the Oakland Housing Authority to AHA. Ten (10) of these vouchers will be used for tenant-based vouchers while the rest will be project-based on existing units.

Faircloth to RAD

AHA has 120 Faircloth units that may be used. The Faircloth limit is the number of Public Housing units that AHA had October 1, 1999. AHA will use up to 120 vouchers at Independence Plaza from its Faircloth allocation under the Faircloth to RAD process with an overlay of MTW funds. Public Meetings for this process, including a review of the Capital Needs Assessments, with the residents of Independence Plaza, will be held on May 20, 2024, and May 23, 2024. These meetings are a follow-up to the original informational meetings held at Independence Plaza on October 23, 2023, and October 24, 2023. The Regional Housing Authority (RHA) also approved AHA to receive its Faircloth allocation. This request is with HUD for review and determinations on the use of those units will be made after HUD approval.

FISCAL IMPACT

Report only, no financial impact.

CEQA

Not applicable to this item.

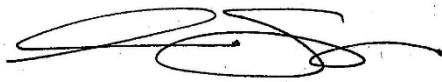
RECOMMENDATION

Accept the Monthly Overview Report for the Executive Department.

ATTACHMENTS

None

Respectfully submitted,



Alicia Southern, Director of Human Resources



Housing Authority
of the
City of Alameda

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TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
From: Sean Prevette, Asst. Director of Administrative Services
Date: May 15, 2024
Re: Accept the Quarterly Overview Report For Administrative Services Department.

BACKGROUND

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

DISCUSSION

Procurement

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

Internal Training: AHA staff have scheduled the next Procurement Overview training for new staff for June 2024. Staff will review the procurement process checklist outlining the various steps in the process, starting with vendor selection through purchase order initiation. Staff are in the process of implementing an e-procurement system to streamline the procurement process, outreach to a broader range of vendors, and manage contract and insurance documents.

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

A summary of notable past, present, and upcoming RFPs and ITBs for 2024 is provided below:

RFP/ITB DESCRIPTION	ORG	STATUS	ISSUE DATE
Eviction and Property Management Counsel	AHA	Upcoming RFP	Summer 2024



RFP/ITB DESCRIPTION	ORG	STATUS	ISSUE DATE
Environmental Consulting Services	AHA	RFP open, closing May 17, 2024	April 29, 2024
Civil Engineering Services	AHA	RFP open; closing May 20, 2024	April 29, 2024
Rent Reasonable Studies	AHA	RFP Closed; under review	March 27, 2024
Printing and Mailing Services	AHA	ITB closed; under review	March 22, 2024
Telephone Answering Services	AHA	ITB closed; under review	February 1, 2024
Housing Choice Voucher Program (HCVP) Consulting Services	AHA	RFP closed; under review	December 19, 2023
Financial and Accounting Consulting Services	AHA	RFP closed; contract awarded	November 30, 2023

The number of agreements and amendments executed from January 1, 2024 - March 31, 2024, is provided below:

Agreements Executed	Amendments Executed
6	12

Reasonable Accommodations

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodation (RA) processing as of March 30, 2024.

Month	New submissions by month	Requests still in process	Closed RAs (letter sent)	Submissions YTD	Closed RAs YTD
January	20	0	20	20	20
February	23	0	23	23	43
March	18	0	18	18	61

The subsequent table displays the percentage of approved, denied, and closed RA requests that have been finalized by month. For example, during January 2024, there were twenty RAs that had been finalized. Of those twenty, three requests were approved, resulting in a 15% approval rate.

Month	Approved	Denied	Closed
January	15%	70%	15%
February	13%	74%	13%
March	39%	50%	11%

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

Categories	YTD
Extra Bedroom	12
Live-In Aides	18
Parking	1
Unit Modifications/requests	2
Voucher extension	5
Other - Misc.	22

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

Community Relations Summary

The bullet points below provide a summary of AHA's community relations activities during the first quarter of 2024:

- In partnership with the Alameda Food Bank and LifeSTEPS, residents at AHA's largest senior communities (Independence Plaza and Anne B. Diament) have been receiving free food deliveries on a bi-weekly basis.
- The Alameda Food Bank also provides free snacks, fruit, and water for AHA youth programs hosted at Esperanza Apartments.
- The City of Alameda Recreation and Parks department (ARPD) has been providing free, bi-weekly afterschool recreational programming (on Wednesdays) for AHA youth via ARPD's mobile recreational unit.
- AHA contracts with Drawbridge (www.drawbridge.org) to provide bi-weekly art activities (on Wednesdays) at Esperanza Apartments.
- The goal of the Drawbridge and ARPD programs is to provide a safe space for AHA youth at AHA's largest family property (Esperanza Apartments) on a weekly basis.
- In March, AHA staff submitted a request for free tickets to Oakland Athletics for

participants and tenants. The request was for 75 tickets to three separate weekend games. The request is pending confirmation.

- In January, AHA staff coordinated an informational presentation from Alameda Family Services at AHA's monthly all staff internal meeting.

Communications Summary

AHA's efforts to increase community awareness of agency activities, during this reporting period, included the following:

1) **Press Releases:** During Q1, no press releases were published.

2) **AHA newsletters:** During Q1, AHA Housing Choice Voucher program participants and AHA tenants were mailed (and emailed) the quarterly tenant newsletter.

3) **Public Outreach:** During Q1, AHA's Community Relations Manager conducted the monthly landlord portal meeting for AHA landlords, the monthly meeting for AHA's internal Environmental Committee, the quarterly meeting for legal advocates, the monthly meeting with LifeSTEPS and FPI Management, and the quarterly meeting with Mayor to provide AHA updates.

Website Update

During Q1, both agency websites (www.alamedahsg.org and www.islandcitydevelopment.org) continued to undergo content updates, to reflect accurate and timely information. Also, both websites are reviewed monthly for ADA accessibility (WCAG 2.1 level AA) and any required content updates. Staff also added daily scans for any broken links listed on www.alamedahsg.org. New AHA staff, who are authorized to perform website editing, underwent internal training on the WordPress (back-end) platform to learn how to update the system. Both websites continue to feature full ADA compliance, intuitive navigation, accurate content, and are optimized for mobile devices.

Online Data Metrics

The information below tracks AHA's growing digital presence by capturing website analytics, social media metrics, and email activity in Q1 2024:

Website Data (for www.alamedahsg.org)

Total unique visitors: 25,096

Total page views by unique visitors: 88,312

Average engagement per active unique visitor: 1 minute 16 seconds

Facebook Data

Total Followers: 824

Post Reach (Number of people that saw any content on AHA Facebook page): 2,465

LinkedIn Data

Total Followers: 960
Unique Visitors: 334
Impressions Delivered (Total page views by unique visitors): 2,622

Email Data

Agency Marketing Emails Sent out by AHA: 19,268
Email List Contact Growth (from previous quarter): 773
Total Contacts: 23,201
Email Open Rate: 55%
Click Rate: 9%

Ombudsperson Data

Since May 2021, AHA's Ombudsperson program is a solution-oriented community resource available to all AHA tenants, AHA program participants, AHA landlords, and other community organizations that represent AHA tenants or clients. The Ombudsperson is a community liaison and provides an array of duties, including:

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

Total Q1 2024 Ombudsperson Contacts: 30

Contacts from the general public (Non-AHA landlord/tenant matter): 7
Contacts related to AHA tenant (Potential lease violation): 1
Contacts related to AHA tenant (Neighbor dispute): 1
Contacts related to AHA tenant (Property management dispute): 2
Contacts related to AHA tenant (Reasonable accommodation): 0
Contacts related to AHA tenant (Property condition): 2
Contacts related to AHA tenant (Rental payment): 7
Contacts related to AHA tenant (Lease up): 7
Contacts related to AHA tenant (complaint related FPI staff): 1
Contacts related to AHA tenant (complaint related AHA staff): 0
Contacts related to landlord (Portal, HAP, etc.): 2

IT Project Updates

IT Procedures: Staff is in the process of updating and expanding the agency's standard operating procedures for AHA's IT-related operations. We are conducting quarterly quality assurance for IT related ticketing process.

LaserFiche: Staff continue to utilize Laserfiche Forms to digitalize our existing forms to increase efficiencies.

Yardi: IT staff has been coordinating with Yardi to ensure our software is up-to-date for

the new procedural changes related to the updated MTW and HOTMA regulations.

IT support Tickets

IT Support Tickets	January	Feburary	March	Quarter 1
Access Rights	104	71	63	238
Hardware	14	25	20	59
Software	41	32	20	93
On Boarding/Off Boardin	3	6	2	11
On-Site Visits	7	7	3	17
Cyber security	1	8	117	26
	170	149	125	444

Brief analysis of Q1:

1. Access rights remain a frequent subject of IT tickets, as AHA has tight security measures.
2. We installed cabling for our South Shore office to improve staff's internet connection.

FISCAL IMPACT

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

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

CEQA

N/A

RECOMMENDATION

Accept the Quarterly Overview Report for the Administrative Services Department.

ATTACHMENTS

None

Respectfully submitted,



Sean Prevette, Asst. Director of Administrative Services



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: May 15, 2024

Re: Accept the Quarterly Overview Report for the Asset Management Department.

BACKGROUND

The Asset Management Department manages the long term health and financial stability of the Housing Authority of the City of Alameda's (AHA) owned and partner real estate assets and our third party loan portfolio. This is a new team consisting of a Director (starts end of May), a Asset Manager hired in late 2023, and an Associate Asset Manager hired in April 2024. Asset Management tasks have been completed by various teams, including Finance, Housing Development, and Administrative Services. Those tasks will be reassigned to the Asset Management Department over the next 3-6 months.

DISCUSSION

Work in the last three months has included developing property profiles, conducting site inspections, submitting project reports to lenders and vendors, and reviewing property financials. The team has reported on performance twice to the board and new reports are also included in this packet. Additional work has been done by the Executive Director and Director of Housing Development to conclude the Shinsei buyout, enforce compliance with our homeowners associations and to enforce our regulatory agreements at Playa del Alameda and Rica Vista. Staff have also been completing Asset Management and Low Income Housing Tax Credit (LIHTC) compliance training. The California Tax Credit Allocation Committee (TCAC) site visits for Everett Commons and Littlejohn Commons are in the process of being closed out, as is reporting for the county for several sites. In the next quarter, the 2024-25 budgets will be finalized.

FISCAL IMPACT

None

CEQA

n/a



RECOMMENDATION

Accept the Quarterly Overview Report for the Asset Management Department.

ATTACHMENTS

None

Respectfully submitted,

A handwritten signature in blue ink that reads "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: Louie So, Chief Financial Officer

Date: May 15, 2024

Re: Accept the Quarterly Financial Report for the month ended March 31, 2024.

BACKGROUND

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results of July 1, 2023 through March 31, 2024 activity compared to the FY 2024 budget for the same period. In May 2023, the Housing Authority of the City of Alameda (AHA) Board of Commissioners approved a one-year FY 2024 operating budget for the period covering fiscal year July 1, 2023 through June 30, 2024. Although the audited financial statements are on an accrual basis, the month-to-month financial statements are on a hybrid accrual and cash basis. The numbers presented are subject to change based on the adjustments from the final audited financial statement report by the independent financial auditors, including information that are provided in arrears such as the pension calculation from AHA actuaries.

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

Please note that the activity of AHA's affiliate, Island City Development (ICD) and related low-income housing tax credit partnerships (which owns Rosefield Village, Everett Commons and Littlejohn Commons and is developing the North Housing site including Estuary I and Linnet Corner), are not included in this memorandum. Financial activity is presented at a separate ICD Board meeting. HUD has opined that ICD is a discretely presented component unit of AHA, and presented separately in the audited financial statements of the agency.

DISCUSSION



Overview

The following Financial Snapshot showcases Net Operating Income (Cash Flow of AHA) for the fiscal year to date (July 1, 2023 through March 31, 2024). Further discussions on the cause of these variances are presented below.

Financial Snapshot	PTD Actual	PTD Budget	Variance	% Variance
TOTAL REVENUE	\$45,609,468	\$45,289,023	\$320,445	0.71%
LESS: OPERATING EXPENSES	-\$43,335,864	-\$45,076,969	\$1,741,105	-3.86%
NET OPERATING INCOME	\$2,273,604	\$212,055	\$2,061,549	972.18

The following Risk Indicator showcases whether AHA has sufficient cash and investments to meet its near-term obligations. Note that these numbers do not include additional reserves held by HUD (approximately in excess of \$3 Million as of March 31, 2024) and the expenses only provide trending snapshots. There are currently substantial cost savings as the agency has vacant budgeted positions, but as AHA fills these positions, the expectation is that the "Month Covered" column will be lower.

Performance Indicator	Cash and Investments	YTD Expenses (Averaged of 9 month Actuals)	Months Covered
Cash and Investments/Total HAP (Average of 9 month Actuals)	\$33,887,969	\$3,261,212	10.39
Cash and Investments/Operating Expense (Average of 9 month Actuals)	\$33,887,969	\$1,553,884	21.81
Cash and Investments/HAP and Operating Expense (Average of 9 months)	\$33,887,969	\$4,815,096	7.04

Furthermore, the leverage ratio AHA Debt (\$125,197,826) to AHA Assets

(\$271,592,925) percentage of 46% showcases that AHA is lowly leveraged.

Additionally, some of the AHA debt is internal debt (i.e. seller note from the AHA to AAHC property transfers). During the fiscal year, AHA has received additional redevelopment loan funding from Capital Impact Partners for The Poplar (formerly known as Tilden Commons and AUSD Land) of approximately \$2.4 Million.

Third Party Management

AHA Finance and Accounting from FPI Management, Inc., (FPI) continues to work closely for reporting, and staff from both parties continue to monitor for critical invoices to be paid on time (mortgages, insurance, vendors etc.). FPI Accounting and FPI Site Management made a substantial push to catch up on late invoice processing in the month of April 2024. Additionally, AHA Finance staff have access to view FPI bank account activity online, and FPI Yardi financial statements online access to view accounting and ledger transactions in real time. Monthly financial packages are received approximately 15 days after the month end of our properties.

Operations Budget – Revenue

Year-to-date - Rental Income (Total Tenant Revenue) of \$12,588,629 is predominantly made up of Housing Assistance Payments (HAP) received for AHA/AAHC units and tenant rents received for these properties. Please note that the tax increment subsidy for Independence Plaza (which will sunset in 2026) is received as two lump sums from the City of Alameda and recognized on a monthly prorated basis on the financial statements for budget purposes (accrual basis). This tax increment was received in January 2024. The tenant portion of rents received is higher than budget by \$450,171 (12.97%), with vacancies higher than budget by \$245,798 (76.40%), offset by a lower HAP subsidy received of \$37,686 (0.53%). Staff will continue to monitor tenant and HAP income closely, and a reconciliation effort continues to be in progress for all properties under FPI's management. Additional tenant funding from the emergency rental assistance payment program was also received for the properties.

Other Grants (7080000) is higher than budgeted as AHA received the Alameda Unified School District Recognized Obligation Payments of \$1,299,231. This is a one time payment for this period to date reporting.

Total Other Income and Restricted Income is slightly higher than budget.

Expenses

Total operating expenses, including HAP, are substantially lower period-to-date by \$1,741,105. Aside from HAP (discussed in the following paragraph), this is mainly due to lower paid out salary and benefit expenses, which are under budget due to vacant positions (e.g. unfilled openings, resignation, retirement or long-term leaves), and includes cost savings due to budgeted travel not heavily utilized in the first 9 months of the fiscal year, offset by higher maintenance costs in the properties due to deferred maintenance and certain costs that were planned for to be reclassified as capital costs on the balance sheet. Please see Monthly Overview Report Executive Department for an overview of active recruitment. Staff expects these operating expenses to increase

as AHA becomes more staffed, with multiple positions filled, including the Director of Asset Management and Asset Manager in the month of November 2023, and various staff joining AHA in calendar year 2024 (Director of Property Operations, Associate Asset Manager, Program Assistants, etc.). Additional temporary staff have been on-boarded to back-fill various vacant positions in the first calendar year quarter of 2024.

Housing Assistance Payments (HAP) Pass-through

The Housing Assistance Payments (HAP) pass-through includes all the Housing Choice Voucher/Section 8, Shelter Plus, and Bessie Coleman ("SRO") programs. Year-to-date HAP revenue (8010000 HUD Operating Grants) is below budget by \$99,759 (0.35% below budget). It is expected that as AHA completes lease up from the wait list and increases utilization, additional funding from HUD to pass-through for HAP payments will occur. Finance staff continues to make progress on \$509,048 (Account 9700800 Port-In AR Billings) for Port-In billings from other public housing authorities. This amount is subject to change due to net Port-Outs. Port-In billing collections was not budgeted in the FY 2024 budget process as it's dependent on other housing authorities and participant portability.

Statement of Net Position

AHA and its legal affiliates has adequate cash resources for operations and reserves.

As of March 31, 2024, AHA, AAHC and its affiliates have \$13.7 Million in cash, and \$20.2 Million held in Local Area Investment Trust Fund ("LAIF") and California Asset Management Program ("CAMP") investments. Please see below to showcase a breakdown of AHA's cash position and restricted and unrestricted cash breakout.

Please refer to the separate Investment Memorandum which showcases the statements of the March 2024 LAIF and CAMP investments presented to the Board of Commissioners in a separate memorandum this month which showcases withdrawal of investment to cash.

I) Cash and Cash Equivalents Position - March 31, 2024	
Cash	\$13,736,925
LAIF (Local Area Investment Fund)	\$12,202,699
CAMP (California Asset Management Program)	\$7,948,346
Total Cash and Cash Equivalents	\$33,887,969
II) Restricted and Unrestricted Cash and Equivalents Breakout	

Restricted Property Funds (Security Deposit, Replacement Reserve, Escrow Deposits, etc.)	\$2,253,339
Restricted Federalized Funds (Section 8, Family Self Sufficiency, etc.)	\$620,129
Cash - Subject to the Reserves Policy	\$31,014,502
Total Cash and Cash Equivalents	\$33,887,969

In May 2022, the Reserves Policy was approved by the Board of Commissioners on the medium term plan to maintain adequate operating and HAP reserves and also for acquisition and development purposes. Please see the separate memorandum in this month's Board of Commissioners packet detailing the updates to the Reserves policy.

OTHER ISSUES IMPACTING FINANCE DEPARTMENT

Administrative and Staffing

The satellite office's lease has been extended through March 2025, which currently houses the finance and asset management departments. The Board of Commissioners approved the extension of the satellite office lease through 2029 in the month of April 2024.

The Finance Department is currently fully staffed. The Development Accounting Officer was successfully recruited and started with AHA in July 2023. Nan McKay and Associates, AHA's PHA Financial Consultants, continues to provide limited consulting services, including HUD's monthly Voucher Management System ("VMS") report submittal and support of the annual unaudited Financial Data Schedule ("FDS"). A part time financial consultant is providing assistance with reconciliation efforts and financial review support. Staff attended the NAHRO training conference in January 2024, as well as the Novogradac Affordable Housing conference in May 2024.

Alameda Housing Authority Audit and Tax

Novogradac and Company (AHA's CPA firm) finalized AHA's audited financial statement in March 2024. The draft audited financial statements and footnotes was brought to the Board of Commissioners in the March 2024 meeting and approved, showcasing no findings and an unqualified audit opinion. AHA is not required to file an entity tax return.

Alameda Affordable Housing Corporation Tax

AAHC's financial information is consolidated with AHA, and therefore there are no separate audited financial statements. The AAHC Board of Directors approved the draft tax return in April 2024. The AAHC tax return was filed in May 2024 by the extended tax filing deadline.

As the fiscal year-end of AAHC is June 30, 2024, a federal tax extension is required to

be filed no later than November 2024 for a final filing date of May 2025.

Island City Development Audit and Tax

AHA is working with the CPA firm Holthouse, Carlin & Van Tright LLP ("HCVT") for audit work of Island City Development and the three stabilized low-income housing tax credit (LIHTC) project partnerships (Sherman and Buena Vista, L.P. and Everett and Eagle, L.P., and Constitution & Eagle, L.P. the "LPs"). The 3 LPs have finalized their audited financial statements and HCVT have no findings. The Island City Development audit is slated to start in the summer of 2024.

ICD is under a separate contract with Novogradac & Company LLP (San Francisco Office) as it relates to North Housing Block A. This includes 3 low-income housing tax credit partnerships (two in active construction including Estuary I and Linnet Corner), including agreed-upon procedures reports, audited financial statements, tax returns and cost certifications.

Department of Housing and Urban Development (HUD)

HUD financial auditors were onsite on March 2024 to conduct reporting procedures on executive compensation. No written findings were issued by HUD. The AHA audit was submitted to HUD by the March 31, 2024 filing deadline and approved in April 2024.

The AHA audited financial statements were also uploaded to the Federal Clearinghouse. AHA submitted SRO Moderate Rehabilitation budget reporting for FY 2025 in April 2024. AHA is also in active discussions with HUD on the HUD Held Reserves and withdrawals. In early May 2024, a \$939,000 disbursement was received by AHA from HUD. AHA will submit an extension request by August 2024 to extend the unaudited financial data summary ("FDS") by HUD with a request date to October 31, 2024.

Unfunded Pension Liabilities

Although it is expected that the unfunded accrued pension liability will be fully paid within the next 15 years as projected by the soft fresh start mechanism, this is based on the assumption that the investment assets held at CalPERS as well as funding of the liabilities continue as projected. In July 2022, CalPERS has stated that there is a preliminary negative 6.1% net return on investments for the 12-month period that ended June 30, 2022, and a preliminary positive 5.8% investment return for the 12-month period that ended June 30, 2023. 2024 investment return activity will be known on or around July 2024. Finance staff included actuarial reporting in the audited financial statements presented in March 2024. Finance staff will fund the annual accrued unfunded liability principal payment in the Summer 2024. The next reporting will be the annual audited financial statements no later than the 1st calendar year quarter of 2025.

As previously presented to the Board of Commissioners, this will be reviewed on an annual basis within a 90%-110% guardrail and any substantial deviation will be reviewed and presented.

Budget

A detailed budget for the fiscal year July 1, 2023 through June 30, 2024 was brought to

the Board of Commissioners at the May 2023 Board of Commissioners meeting and was approved by both AHA and AAHC boards. AHA staff anticipates to bring the fiscal year July 1, 2024 through June 30, 2025 budget to the Board of Commissioners in June 2024. Attached to this exhibit is a high level preview of the Fiscal Year 2024-2025 budget which showcases a balanced budget, which is subject to change. These preliminary numbers are based on discussions internally and other external stakeholders, including FPI, AHA's 3rd party management company. Further discussions on income and expenditures are occurring in the month of May 2024.

Banking Activities

New bank accounts for new legal entities (e.g. limited liability companies controlled through an affiliate of AHA) and other investor required reserve accounts were created with our main operating bank partner.

FISCAL IMPACT

None. This is for reporting purposes only.

CEQA

N/A

RECOMMENDATION

Accept the Quarterly Financial Report for the month ended March 31, 2024.

ATTACHMENTS

- 1. EXHIBIT A - JULY 2023 THROUGH MARCH 2024 PTD FISCAL YEAR
- 2. EXHIBIT B - MARCH 2024 BALANCE SHEET
- 3. EXHIBIT C - FY 2025 BUDGET PREVIEW - SUBJECT TO CHANGE

Respectfully submitted,
Louie So
Louie So, Chief Financial Officer

Budget Comparison (with PTD)

Period = Jul 2023-Mar 2024

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
6999990 INCOME				
7000000 REVENUE				
7020000 TENANT REVENUE				
7030000 Tenant Rental Revenue	3,920,470	3,470,300	450,171	12.97
7030030 Maintenance Charges	513	0	513	N/A
7030040 Late Charges	13,625	0	13,625	N/A
7030050 Miscellaneous Other Charges	9,786	0	9,786	N/A
7030060 Tax Increment Payments from the City of Alameda (Received in January 2024 and accrued ratably)	2,165,233	2,165,232	1	0.00
7030100 Tenant HAP Subsidy	7,107,249	7,144,934	-37,686	-0.53
7030110 Vacancy Loss	-567,510	-321,711	-245,798	-76.40
7030120 Rent Free Unit (Reclassified as a reduction in income separately)	-165,937	0	-165,937	N/A
7030300 Commercial Rents	0	25,641	-25,641	-100.00
7040000 Other Tenant Revenue	105,199	28,173	77,026	273.40
7050000 TOTAL TENANT REVENUE	12,588,629	12,512,569	76,060	0.61
7060000 FEDERAL GRANTS				
7060060 Shelter Plus Care Revenue	344,272	345,139	-867	-0.25
7069000 TOTAL FEDERAL GRANTS	344,272	345,139	-867	-0.25
7079000 OTHER GRANTS				
7080000 Other Government Grants (Received for The Poplar in one payment, budgeted monthly)	1,299,231	1,185,600	113,631	9.58
7089000 TOTAL OTHER GRANTS	1,299,231	1,185,600	113,631	9.58
7100000 OTHER INCOME				
7110010 Investment Income - Unrestricted	205,916	150,000	55,916	37.28
7110011 Interest Income (Higher than expected due to delay in deployment of funds for development closings)	398,476	243,750	154,726	63.48
7110020 Interest on Equip. Reserve	2,434	0	2,434	N/A
7110060 Interest - Replacement Reserve	20,986	0	20,986	N/A
7110070 Other - Income	0	71,683	-71,683	-100.00
7110075 Laundry Commission	-35	11,135	-11,170	-100.31
7110082 Land Fee/Ground Lease (Prepaid Ground Lease Recognition Only Recorded Once Annually)	4,050	173,374	-169,325	-97.66
7110090 Other Miscellaneous Revenue	2,300	0	2,300	N/A
7110092 Professional Service Revenue (ICD Services Fee to AHA)	300,000	300,000	0	0.00
7140000 Fraud Recovery	29	0	29	N/A
7150030 Miscellaneous Other Revenue	4,522	0	4,522	N/A
7150040 Gain/Loss on Sale of Fixed Assets	9,090	0	9,090	N/A
7150070 Administrative Fee	5,420	0	5,420	N/A
7159000 TOTAL OTHER INCOME	953,188	949,943	3,246	0.34
8000000 HUD GRANT				
8010000 HUD Operating Grants	28,443,384	28,343,624	99,759	0.35
8020000 Administrative Fees from HUD	1,964,313	1,827,724	136,589	7.47
8020050 Administrative Fee Earned (EHV Broken out below)	0	124,424	-124,424	-100.00
8020110 PORT-In Administrative Fees	26,197	0	26,197	N/A
8030000 Administrative Fees Paid (PORT-Outs)	19,501	0	-19,501	N/A
8100102 EHV Placement Fee	2,016	0	2,016	N/A
8100103 EHV Services Fee	7,740	0	7,740	N/A
8100120 TOTAL HUD GRANT (Passthrough HUD Grants and nets out with HAP Disbursements)	30,424,149	30,295,773	128,376	0.42
8999000 TOTAL REVENUE	45,609,468	45,289,023	320,445	0.71

Budget Comparison (with PTD)

Period = Jul 2023-Mar 2024

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9000000 EXPENSES				
9000900 OPERATING EXPENSES				
9100000 ADMINISTRATIVE				
9110010 Administrative Salaries (Vacancies in budgeted positions)	4,148,182	6,683,530	2,535,348	37.93
9110020 Temporary Help - Administrative	150,489	231,660	81,171	35.04
9120000 Auditing Fees	33,100	41,250	8,150	19.76
9130000 Outside Management Fees	241,190	239,463	-1,727	-0.72
9150010 Admin Employee Benefits - Medical/Dental (Vacancies in budgeted positions)	592,619	1,281,242	688,624	53.75
9150020 Admin Employee Benefits - PERS/PARS	390,661	481,885	91,225	18.93
9150030 Admin Employee Benefits - FICA	59,787	80,815	21,027	26.02
9150040 Admin Employee Benefits - SUI	8,424	11,713	3,289	28.08
9150060 Admin Employee Benefits - Life/LTD	29,969	29,529	-440	-1.49
9150090 Admin Employee Benefit - WC	66,156	88,508	22,351	25.25
9160010 Office Supplies/Equipment	60,690	52,500	-8,190	-15.60
9160020 Expendable Administrative Equipment	570	0	-570	N/A
9160030 Dues & Subscriptions Publications	1,267	3,563	2,296	64.44
9160040 Postage	12,077	8,610	-3,467	-40.27
9160050 Telephone	22,434	0	-22,434	N/A
9160060 Bank Charges and Check Supplies	6,035	22,500	16,465	73.18
9160070 Commissioners Meeting Expense	2,329	1,039	-1,290	-124.18
9160080 Stationery Envelopes and Business Cards	259	747	488	65.31
9160090 Forms and Copies/Printing	21,957	37,500	15,543	41.45
9160100 Classified Ads and Public Notices/outreach material	61,035	75,000	13,965	18.62
9160110 Legal Expense	436,502	450,000	13,498	3.00
9160111 Payroll charge	7,307	15,000	7,693	51.29
9160112 Survey/Title Fee	800	0	-800	N/A
9160113 Office Rent	61,182	63,000	1,818	2.89
9160114 Administrative Support	5,990	14,243	8,252	57.94
9160115 Organization Cost	11	1,949	1,938	99.44
9160120 Training/Conferences and Travel	57,020	240,934	183,914	76.33
9160130 Membership Dues and Fees	13,254	19,703	6,449	32.73
9160131 Taxes & Government Fees	117,684	121,526	3,842	3.16
9160160 Contracts - Accounting Services	29,375	150,000	120,625	80.42
9160170 Contracts - Administrative Services/Consultant	209,450	42,188	-167,263	-396.47
9160180 Contracts - Application Service Provider - Yardi (Actual classified in 9160190)	10,213	632,629	622,416	98.39
9160190 Contracts - Computer/Telephone Maintenance/Email	383,911	0	-383,911	N/A
9160210 Contracts - Housing Program Services	7,311	2,437	-4,874	-199.94
9160220 Contracts - Human Resource Services	76,807	8,253	-68,554	-830.66
9160230 Contracts - Housing Inspection Services	69,853	74,999	5,146	6.86
9160260 Contracts - Office Machine Lease	16,273	0	-16,273	N/A
9160270 Contracts - Web Hosting/Maintenance/Web Ads	2,886	0	-2,886	N/A
9160290 Contracts - HR Recruitment (Higher budgeted use of external recruiters to fill vacant positions)	205,645	74,999	-130,645	-174.20
9160510 Association Dues	117,083	122,960	5,876	4.78
9169000 TOTAL ADMINISTRATIVE	7,737,788	11,405,873	3,668,085	32.16
9200000 TENANT/SOCIAL SERVICES/POLICE				
9219000 TOTAL TENANT/SOCIAL SERVICES/POLICE (Cash Basis from pre-July 2023 invoices inflates this number for LifeSteps)	519,277	310,938	-208,339	-67.00

Budget Comparison (with PTD)

Period = Jul 2023-Mar 2024

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9219990 RELOCATION				
9220000 Tenant-Relocation Costs	385	10,505	10,120	96.33
9229000 TOTAL RELOCATION	385	10,505	10,120	96.33
9230005 TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE				
9230010 Tenant Svcs Employee Benefits - Medical/Dental	950	74,024	73,074	98.72
9230020 Tenant Svcs Employee Benefits - PERS/PARS	1,497	24,129	22,632	93.80
9230030 Tenant Svcs Employee Benefits - FICA	0	4,509	4,509	100.00
9230040 Tenant Svcs Employee Benefits - SUI	0	725	725	100.00
9230050 Tenant Svcs Employee Benefits - Life/LTD	380	1,827	1,446	79.19
9230080 Tenant Svcs Employee Benefits - Other	1,826	0	-1,826	N/A
9230090 Tenant Svcs Employee Benefit - WC	0	5,226	5,226	100.00
9239000 TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	4,654	110,439	105,785	95.79
9240005 TENANT SERVICES				
9240020 Tenant Service Activities - Contracts and O/S Services	205,499	215,106	9,607	4.47
9240050 Tenant/Social Sevices - Other	1,705	0	-1,705	N/A
9249000 TOTAL TENANT SERVICES	207,204	215,106	7,902	3.67
9300000 UTILITIES				
9310000 Water	211,936	242,620	30,684	12.65
9320000 Electricity	112,781	90,349	-22,433	-24.83
9330000 Gas	64,823	47,828	-16,995	-35.53
9380010 Sewer	165,185	136,296	-28,889	-21.20
9380020 Garbage	373,337	381,626	8,289	2.17
9399000 TOTAL UTILITIES	928,062	898,719	-29,343	-3.26
9399990 MAINTENANCE				
9419000 TOTAL MAINTENANCE SALARIES	515,179	89,577	-425,602	-475.12
9429000 TOTAL MAINTENANCE MATERIALS	172,330	0	-172,330	N/A
TOTAL MAINTENANCE CONTRACTS (Higher Deferred				
9439000 Maintenance Items with some offset from insurance proceeds in the upcoming months)	1,452,294	1,057,221	-395,074	-37.37
9459000 TOTAL MAINTENANCE EMPLOYEE BENEFITS	155,513	43,105	-112,408	-260.78
9499000 TOTAL MAINTENANCE	2,295,317	1,189,903	-1,105,414	-92.90
9500000 GENERAL EXPENSES				
9500100 Interest Expense	783,177	772,779	-10,398	-1.35
9500200 Other Expense	38,382	124,424	86,042	69.15
9500300 Claim's Settlement Cost	-15,947	0	15,947	N/A
9520000 Protective Services - Contract Costs	19,357	0	-19,357	N/A
9610010 Insurance - Workers Compensation	35,107	0	-35,107	N/A
9610020 Insurance - Liability (Budgeted in line 9610030 - actual in 9610020)	348,010	0	-348,010	N/A
9610030 Insurance - Property	12,309	362,732	350,423	96.61
9610040 Insurance - Vehicle	2,928	3,620	692	19.12
9610060 Insurance - Other	28,300	53,695	25,395	47.29
9620010 Other General Expenses	8,813	22,500	13,687	60.83
9640010 Bad Debt - Tenant A/R	0	21,472	21,472	100.00
9698000 TOTAL GENERAL EXPENSES	1,260,438	1,361,223	100,786	7.40
9699000 TOTAL OPERATING EXPENSES	12,953,124	15,502,706	2,549,582	16.45
9700000 MOD REHAB AND SPC EXPENSES				
9700500 Rent to Owners - Shelter Plus Care (Security Deposit Loans)	14,637	0	-14,637	N/A
9700570 Rent to Owners - Bessie Coleman	166,789	0	-166,789	N/A

Budget Comparison (with PTD)

Period = Jul 2023-Mar 2024

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9700800 PORT-In (A/R Billings) (Negative Showcases Receipts from Other PHAs)	-509,048	0	509,048	N/A
9700900 TOTAL MOD REHAB AND SPC EXPENSES	-327,622	0	327,622	N/A
9710000 EXTRAORDINARY EXPENSES				
9730001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9730010 Housing Assistance Payments - Landlords	29,583,795	28,688,764	-895,031	-3.12
9730020 Housing Assistance Payments - FSS	44,491	0	-44,491	N/A
9730070 Utility Allowance to Tenants	50,246	0	-50,246	N/A
9739000 TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	29,678,532	28,688,764	-989,768	-3.45
9739500 OTHER EXPENSES				
9740000 DEPRECIATION EXPENSE (NON-CASH ITEM)	1,284,750	1,284,750	0	0.00
9780000 Landlord Incentives	112,100	0	-112,100	N/A
9850002 EHV - Placement/Issuance Reporting Fee Expenses	1,376	0	-1,376	N/A
9850005 EHV - Services Fee - Owner Incentive	6,000	0	-6,000	N/A
9850006 EHV - Services Fee - Other Expenses	3,740	0	-3,740	N/A
9850007 EHV-Ongoing Administrative Fee Expenses	23,115	0	-23,115	N/A
9996000 TOTAL EXPENSES	43,735,116	45,476,220	1,741,105	3.83
9998000 NET INCOME	1,874,353	-187,197	-2,061,549	1,101.28
ADD: DEPRECIATION EXPENSE (NON-CASH ITEM)	1,284,750	1,284,750	0	0
LESS: MUST PAY MORTGAGE PRINCIPAL (Independence Plaza, Esperanza, Eagle Village, Parrot Village)	-885,499	-885,499	0	0
CASH FLOW (HIGHER THAN BUDGETED YEAR TO DATE)	2,273,604	212,055	2,061,549	972.18

Balance Sheet

Period = Mar 2024

Book = Accrual

	Current Balance
100000 ASSETS	
110000 CURRENT ASSETS	
110100 CASH	
1110010 Cash - Unrestricted	10,374,566
1110012 Cash - Reserve for Building	266,960
1110018 Cash - Operating Checking with 3rd Party	946,577
1110019 Petty Cash with 3rd Party	3,500
1110020 Cash - Petty cash	1,250
1110021 Cash - Benefit Account	6,765
1110030 Cash - FSS	113,832
1110040 Cash - Replacement Reserve Bldg	220,000
1130010 Cash - Restricted Other	37,096
1130030 Cash - Restricted Sec Dep	27,327
1140050 Cash - Tenant Security Deposits with 3rd Party	482,222
119000 TOTAL CASH	<u>12,480,096</u>
120000 ACCOUNTS RECEIVABLE	
1240010 Accounts Receivable - Government	3,077,015
1250010 Accounts Receivable - Other	77,546
1250020 Accounts Receivable - Owners	319,904
1250050 Accounts Receivable - 3rd Party Management	34,219
1255000 Subsidy Suspense Receivable	15,598
1260000 Accounts Receivable - Tenant	446,168
1260050 Accounts Receivable - Tenant Rent with 3rd Party	624,848
1261000 Allowance for Doubtful Accounts -Dwelling Rent	(454,125)
1280000 Fraud Recovery	59,387
1281000 Allowance for Doubtful Accounts - Fraud	(58,661)
1290000 Accrued Interest Receivable	(1)
1299000 TOTAL ACCOUNTS RECEIVABLE	<u>4,141,897</u>
130000 INVESTMENTS AND OTHER CURRENT NOTES	
1310000 Investments(LAIF)- Unrestricted	10,954,807
1320010 Investments - Other	202
1320020 Investments(LAIF) (Restricted) - FSS Escrow	93
1320030 Investments(LAIF)- Building Reserve	1,116,630
1320040 Investments(LAIF) - Equipment Reserve	129,493
1350000 Investments - Restricted	0
1350010 Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,473
1350031 Investments - CAMP	7,948,346
1350100 Mortgage Receivable	114,921,093
1350103 Mortgage Receivable-Jack Capon L. P.	18,563
1350105 Loan Receivable-Security Deposit Loan	110,346
1350106 Loan Receivable - ICD	20,163,568
1350107 Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000

Balance Sheet

Period = Mar 2024

Book = Accrual

	Current Balance
1350109 Loan Receivable - Section 8	1,790,000
1360000 TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	<u>159,154,614</u>
1400000 PREPAID EXPENSES	
1420010 Prepaid Insurance - Property	8,667
1420040 Prepaid Insurance - Worker Comp	(14,869)
1420050 Prepaid - Other	53,187
1420051 Prepaid Rent	5,813
1420070 Escrow Deposits - Property	363,350
1420095 Prepaid Expense - Management Company	205,804
1430010 Replacement Reserve-NorthMarq Loan	893,479
1440099 TOTAL PREPAID EXPENSES	<u>1,515,431</u>
1440105 INTERPROGRAM	
1440110 Interprogram (Due From)	5,037,435
1440111 Interprogram Due From Sherman St FACSA	4,872
1440899 TOTAL INTERPROGRAM	<u>5,042,307</u>
1500000 TOTAL CURRENT ASSETS	<u>182,334,345</u>
1590000 LONG TERM ASSETS	
1600000 FIXED ASSETS	
1609999 LAND AND BUILDINGS	
1610000 Land	60,726,239
1620030 Buildings	36,317,895
1620031 Buildings Improvements	327,740
1620060 Construction In Progress	32,766
1629000 TOTAL LAND AND BUILDINGS	<u>97,404,640</u>
1630040 Furniture and Equipment - Dwelling	307,286
1630041 Furniture and Equipment - Other	156,179
1650000 Leasehold Improvements	14,941,851
1660030 Accumulated Depreciation	(35,225,539)
1660060 Accumulated Depreciation - 3rd Party	(6,717)
1699000 TOTAL FIXED ASSETS	<u>77,577,700</u>
1700000 ALL OTHER ASSETS	
1740000 Other Asset	230,850
1770000 TOTAL ALL OTHER ASSETS	<u>230,850</u>
1800000 DEFERRED OUTFLOW	
1800200 Deferred Outflow of Resources	3,788,376
1890000 TOTAL DEFERRED OUTFLOW	<u>3,788,376</u>
1900000 CONSTRUCTION IN PROGRESS	
1900020 CIP - Building Improvements	2,073,576
1900030 CIP - Land Improvements	230,672
1900040 CIP - Acquisition-Legal	86,599
1900045 CIP - Acquisition-Title & Escrow Fee	8,239
1900050 CIP - Appraisal (Land or Property)	11,000

Balance Sheet

Period = Mar 2024

Book = Accrual

	Current Balance
1900060 CIP - Demolition & Remediation	3,000
1900070 CIP - Others Acquisition Costs	1,609
1900100 CIP - On Site Improvement	916,243
1900101 CIP - GC Gen Requirements/OH/Profit	3,314,283
1900110 CIP - Offsite Improvement	153,837
1900120 CIP - Relocation cost-Perm	918
1900125 CIP - Relocation cost-Temp	2,006
1900200 CIP - Admin Expenses(including postage & advertising)	1,092
1900210 CIP - Architectural & Engineering Fees	207,621
1900216 CIP - Survey Fees	52,268
1900217 CIP - Engineering Fees	468
1900230 CIP - Professional Services (Other)	118,231
1900235 CIP - Project Administration	96
1900250 CIP - Costs of Insurance	12,321
1900270 CIP - Financing Cost-Inspection Fees	89,951
1900280 CIP - Insurance Costs During Construction	28,527
1900290 CIP - Organization - Legal	6,133
1900300 CIP - Construction Loan-Legal	131,629
1900315 CIP - Construction Loan - Fees	10,000
1900370 CIP - Syndication-Consultant	9,040
1900400 CIP - TCAC Fee (Application,Reservation,Admin Fee, Deposit)	1,220
1900409 CIP - Bond Other Fees	2,500
1900410 CIP - Environmental Testing & Reports	84,812
1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist)	76,788
1900430 CIP - Utilities Fees	7,215
1900440 CIP - Marketing Cost	13,759
1900460 CIP - Market Study	6,000
1919999 TOTAL CONSTRUCTION IN PROGRESS	<u>7,661,654</u>
1929999 TOTAL LONG TERM ASSETS	<u>89,258,580</u>
1999999 TOTAL ASSETS	271,592,925
3000000 LIABILITIES AND EQUITY	
3005000 LIABILITIES	
3100000 CURRENT LIABILITIES	
3100500 ACCOUNTS PAYABLE	
3120010 Accounts Payable<= 90 Days	(72,555)
3120011 Accounts Payable -CALPERS (employee portion)	549
3120013 Accounts Payable-457b Plan (employee portion)	(2,400)
3120014 Accounts Payable-Garnishment (employee portion)	(129)
3120015 Accounts Payable-Vision Insurance (employee portion)	891
3120016 Accounts Payable-Life Insurance (employee portion)	(12)
3120018 Accounts Payable-PARS retirement (employee portion)	(963)
3120019 Accounts Payable-Flexible Spending Account(employee portion)	4,011

Balance Sheet

Period = Mar 2024

Book = Accrual

	Current Balance
3120021 Employees Cobra	12
3120022 Accounts Payable-PERS 1959 Surv(Employee Portion)	41
3120023 Accounts Payable-FSA Transit Plan	509
3120024 Accounts Payable FSS	107,926
3120027 Accounts Payable-Roth IRA	2,400
3120029 Accounts Payable - 3rd Party Management Company	60,687
3120040 Accrued Compensated Absences - Current Portion	172,149
3120070 Accrued Payables	3,059,093
3120075 Accrued Accounts Payable - 3rd Party Management	66,386
3330100 Tenants- Rents Payable	9,500
3339000 TOTAL ACCOUNT PAYABLE	<u>3,408,095</u>
3400000 SECURITY DEPOSITS HELD	
3410010 Tenant Security Deposits	47,792
3410015 Tenant Security Deposits - held with 3rd Party Management	478,116
3410999 Security Deposit Refund	(1,221)
3419000 TOTAL SECURITY DEPOSITS HELD	<u>524,688</u>
3419900 OTHER LIABILITIES	
3420000 Prepay Tenant Rent	44,174
3421000 Prepay Tenant Rent - 3rd Party Management	54,622
3423000 Subsidy Suspense Clearing	1,312
3425000 Unearned Revenue	4,251,604
3430000 Current Portion of Long Term Debt - Capital Projects	10,574,224
3440000 Current Portion of Long Term Debt - Operating Borrowing	147,557
3449000 TOTAL OTHER LIABILITIES	<u>15,073,493</u>
3470000 INTERPROGRAM	
3470050 Interprogram (Due to)	4,989,386
3471000 Due To/Due From Suspense Account	(5,978)
3480000 TOTAL INTERPROGRAM	<u>4,983,408</u>
3499000 TOTAL CURRENT LIABILITIES	<u>23,989,684</u>
3500000 NON-CURRENT LIABILITIES	
3510100 Mortgage Loan Payable	15,177,312
3510130 Interest Payable - City of Alameda Loan	1,185,037
3510140 Home Fund Loan #1	209,461
3510143 \$3.6M Housing Authority Loan Payable	78,851,473
3510150 Housing Community Dev. Loan	916,400
3510157 Loan Payable - Esperanza	1,790,000
3510160 Home Fund Loan #2	282,700
3540000 Accrued Compensated Absences - Noncurrent	127,239
3570000 OPEB Liability	(128,123)
3580000 Pension Liability	2,796,644
3599000 TOTAL NON-CURRENT LIABILITIES	<u>101,208,143</u>
3999000 TOTAL LIABILITIES	<u>125,197,826</u>

Balance Sheet

Period = Mar 2024

Book = Accrual

	Current Balance
4000000 Equity/Net Assets	
4000001 EQUITY	
4000100 DEFERRED INFLOW	
4001000 Deferred Inflow of Resources	17,534,363
4900000 TOTAL DEFERRED INFLOW	<u>17,534,363</u>
4999999 CONTRIBUTED CAPITAL	
5010000 Net Investment in Capital Assets	24,337,632
5090000 Unrestricted	102,255,806
5120000 Unrestricted	2,265,986
5120010 Net Restricted Assets	<u>1,311</u>
5950000 TOTAL CONTRIBUTED CAPITAL	<u>128,860,735</u>
5999900 TOTAL EQUITY	<u>146,395,098</u>
6000000 TOTAL LIABILITIES AND EQUITY	271,592,925

Summary FY 2025 Budget - PRELIMINARY AND SUBJECT TO CHANGE					
Housing Authority of the City of Alameda & Alameda Affordable Housing Corporation - Consolidated Activity					
Decimals Hidden for Presentation					
<i>*Does not include Island City Development and Low-Income Housing Tax Credit Partnerships</i>					
	A	B	C	D	E
1	Account Name	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 Budget versus FY 2024 Budget	
				\$	%
2	OPERATING BUDGET				
3	Rental Income and HAP Income, net of vacancy	13,796,449	16,050,027	2,253,578	16%
4	Tax Increment Payment - Independence Plaza	2,886,976	2,521,360	(365,616)	-13%
5	HAP Administrative Fee Income	2,602,865	2,861,480	258,615	10%
6	Other Income and Grants	2,847,390	3,100,000	252,610	9%
7	OPERATING INCOME	22,133,680	24,532,867	2,399,187	11%
8	Administrative	3,439,679	3,577,267	137,587	4%
9	Relocation	14,007	14,567	560	4%
10	Administrative - Salaries	11,768,151	13,988,604	2,220,453	19%
11	Tenant/Social Services	286,808	298,280	11,472	4%
12	Police per City of Alameda Services Agreement - Sunsetting	-	-	-	N/A
13	Tenant/Social Services - Salaries	561,836	584,309	22,473	4%
14	Utilities	1,198,291	1,246,223	47,932	4%
15	Maintenance + Maintenance Salaries	1,586,538	1,650,000	63,462	4%
16	General/Insurance/Interest Expense	1,814,964	1,887,563	72,599	4%
17	OPERATING EXPENSE	20,670,275	23,246,813	2,576,538	12%
18	NET OPERATING INCOME	1,463,404	1,286,054	(177,350)	-12%
19	HAP Income	38,251,685	39,572,673	1,320,988	3%
20	HAP Expenses	38,251,685	39,572,673	1,320,988	3%
21	NET HOUSING ASSISTANCE PAYMENTS	-	-	-	N/A
22	NET INCOME BEFORE DEPRECIATION - CASH	1,463,404	1,286,054	(177,350)	-12%
23	LESS: DEPRECIATION (NON-CASH)	1,713,000	1,750,000	37,000	2%
24	NET INCOME (LOSS) AFTER DEPRECIATION - ACCRUAL	(249,596)	(463,946)	(214,350)	86%
25	OPERATING CASH FLOW				
26	NET INCOME BEFORE DEPRECIATION - CASH	1,463,404	1,286,054	(177,350)	-12%
27	LESS: PAY DOWN MORTGAGE PRINCIPAL	1,228,410	1,279,523	51,113	4%
28	CASH FLOW	234,994	6,531	(228,463)	-97%



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 Lee, Asst. Director of Finance

Date: May 15, 2024

Re: Accept the Quarterly Investment Report for the Period Ending March 31, 2024.

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

As of March 31, 2024, AHA held **\$12,202,497** in Local Agency Investment Fund (**LAIF**). These funds are on demand and can be used for immediate needs. The prior quarter balance was \$12,081,128. Interest is posted quarterly to the account by LAIF and the 3 months of interest from January through March 2024 earned will be presented in the April 2024 LAIF statement.

As of March 31, 2024, AHA held **\$7,948,345** in the California Asset Management Program (**CAMP**). These funds are on demand and can be used for immediate needs. The prior quarter balance was \$7,840,520. Interest is posted monthly to the account by CAMP.

As of March 31, 2024, ICD held **\$15** in **CAMP**. These funds are on demand and can be used for immediate needs. The prior quarter balance was \$15. Interest is posted monthly to the account by CAMP.

AHA Balances as of March 31, 2024: (LAIF \$12,202,497, CAMP \$7,948,345 = Total



\$20,150,842)

ICD Balances as of March 31, 2024: (CAMP \$15)

The key changes in the balance for the period ending March 31, 2024 are:

Activity	AHA-LAIF	AHA-CAMP	ICD-CAMP
Beg. Balance - December 31, 2023	\$12,081,128	\$7,840,520	\$15
Interest Income	\$121,369	\$107,825	-
Ending Balance - March 31, 2024	\$12,202,497	\$7,948,345	\$15

AHA's ordinary expenditure requirements for the next six months are more than sufficiently covered by two sources, namely: (1) anticipated revenues, grants, and subsidies, and (2) liquidity of current investments. All investment actions executed since the last report have been made in full compliance with the Investment Policy. The revised Investment Policy was approved by the Board of Commissioners in January 2024. The Executive Director will maintain a complete and timely record of all investment transactions.

CEQA

N/A

RECOMMENDATION

Accept the Quarterly Investment Report for the period ending March 31, 2024.

ATTACHMENTS

1. LAIF Statement for month ending March 31, 2024 - AHA
2. CAMP Statement for month ending March 31, 2024 - AHA
3. CAMP Statement for month ending March 31, 2024 - ICD

Respectfully submitted,



Janet Lee, Asst. Director of Finance



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

April 08, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

ALAMEDA HOUSING AUTHORITY

EXECUTIVE DIRECTOR
701 ATLANTIC AVENUE
ALAMEDA, CA 94501

[Tran Type Definitions](#)

March 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	12,202,496.60
Total Withdrawal:	0.00	Ending Balance:	12,202,496.60



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending
March 31, 2024

Housing Authority of the City of Alameda (AHA)

Client Management Team

Monique Spyke

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

Rachael Miller

Client Consultant
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Harrisburg, PA 17101-2141
1-800-729-7665
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Contents

- Cover/Disclosures
- Summary Statement
- Individual Accounts

Accounts included in Statement

Housing Authority of the City of Alameda (AHA)

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

Online Access www.camponline.com

Customer Service 1-800-729-7665



Important Disclosures

Important Disclosures

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

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

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

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

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

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

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

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

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

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

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

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

Key Terms and Definitions

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

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

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed. **Average maturity** represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

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

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

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

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

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

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Account Statement - Transaction Summary

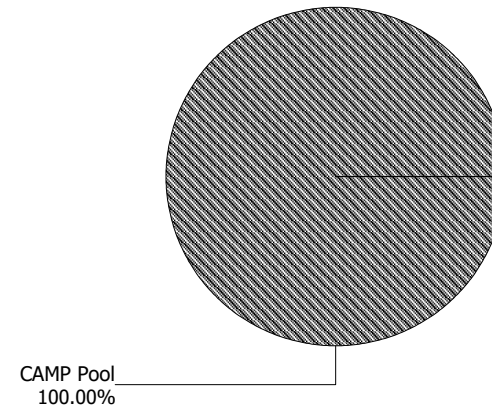
For the Month Ending **March 31, 2024**

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

CAMP Pool	
Opening Market Value	7,911,625.12
Purchases	36,720.38
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$7,948,345.50
Cash Dividends and Income	36,720.38

Asset Summary		
	March 31, 2024	February 29, 2024
CAMP Pool	7,948,345.50	7,911,625.12
Total	\$7,948,345.50	\$7,911,625.12

Asset Allocation	
CAMP Pool	100.00%





Account Statement

For the Month Ending **March 31, 2024**

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					7,911,625.12
03/28/24	04/01/24	Accrual Income Div Reinvestment - Distributions	1.00	36,720.38	7,948,345.50
Closing Balance					7,948,345.50

	Month of March	Fiscal YTD July-March		
Opening Balance	7,911,625.12	14,052,841.95	Closing Balance	7,948,345.50
Purchases	36,720.38	3,395,503.55	Average Monthly Balance	7,916,363.23
Redemptions (Excl. Checks)	0.00	(9,500,000.00)	Monthly Distribution Yield	5.48%
Check Disbursements	0.00	0.00		
Closing Balance	7,948,345.50	7,948,345.50		
Cash Dividends and Income	36,720.38	395,503.55		



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending
March 31, 2024

Island City Development

Client Management Team

Jeremy King

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

Rachael Miller

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

Contents

- Cover/Disclosures
- Summary Statement
- Individual Accounts

Accounts included in Statement

Island City Development

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

Online Access www.camponline.com

Customer Service 1-800-729-7665



Important Disclosures

Important Disclosures

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

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

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

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

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

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

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

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Attn: Service Operations
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Harrisburg, PA 17101

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Account Statement - Transaction Summary

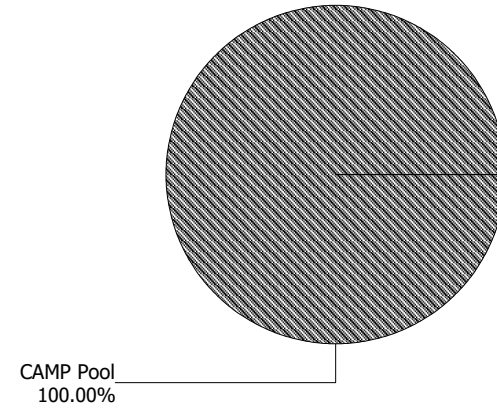
For the Month Ending **March 31, 2024**

Island City Development - Island City Development

CAMP Pool	
Opening Market Value	14.90
Purchases	0.07
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$14.97
Cash Dividends and Income	0.07

Asset Summary		
	March 31, 2024	February 29, 2024
CAMP Pool	14.97	14.90
Total	\$14.97	\$14.90

Asset Allocation	
CAMP Pool	100.00%





Account Statement

For the Month Ending **March 31, 2024**

Island City Development - Island City Development

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					14.90
03/28/24	04/01/24	Accrual Income Div Reinvestment - Distributions	1.00	0.07	14.97
Closing Balance					14.97

	Month of March	Fiscal YTD January-March		
Opening Balance	14.90	14.77	Closing Balance	14.97
Purchases	0.07	0.20	Average Monthly Balance	14.91
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	5.48%
Check Disbursements	0.00	0.00		
Closing Balance	14.97	14.97		
Cash Dividends and Income	0.07	0.20		



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: Nancy Gerardin, Director of Property Operations

Date: May 15, 2024

Re: Approve the Quarterly Write-off to March 31, 2024 of Uncollectible Accounts Receivable from Former Residents.

BACKGROUND

Periodically, the Housing Authority of the City of Alameda (AHA) or its affiliates, Alameda Affordable Housing Corporation (AAHC) and Island City Development (ICD), writes-off uncollectible rent and miscellaneous charges from its resident ledgers. At this time AHA does not have any rents to write-off. The term "write-off" indicates a procedure where past due amounts from residents, who are no longer residents in an Alameda Affordable Housing Corporation or Island City Development community, are removed from the resident ledgers after the usual means of collection have been exhausted. This procedure does not preclude the Alameda Affordable Housing Corporation or Island City Development from continuing to pursue collection through a collection agency or other legal actions. Future collection of amounts previously written-off will reduce these expenses.

DISCUSSION

This request is to write-off accounts receivable for residents who have voluntarily vacated, passed, or were evicted and had outstanding balances due to the Alameda Affordable Housing Corporation and Island City Development. A final notice will be sent to the respective resident(s) before the outstanding balance is written off. The total amount to be written off is \$218,185.51 and presented in the attachment to this memorandum. This amount is a combination of past rents due, late fees, damages, and miscellaneous maintenance charges.

FISCAL IMPACT

This resident account write-off will result in an expense to the Alameda Affordable Housing Corporation and Island City Development of \$218,185.51.

CEQA

N/A



RECOMMENDATION

Approve to write-off uncollectible accounts receivable from former residents.

ATTACHMENTS

1. AAHC and ICD Q1 2024 Bad Debt

Respectfully submitted,
Nancy Gerardin
Nancy Gerardin, Director of Property Operations

Legal Entity	Property Name	Reason for Move Out	Move Out Date	Amount of Bad Debt per reconciliation
AAHC	Esperanza Apartments	Relocating	2/18/2024	\$1,739.00
AAHC	Esperanza Apartments	Relocating	11/13/2023	\$5,305.78
AAHC	Esperanza Apartments	Legal	7/13/2023	\$35,864.00
AAHC	Parrot Village	Relocating	10/31/2023	\$42,491.83
AAHC	Parrot Village	Legal	2/28/2024	\$52,714.00
AAHC	Parrot Village	Legal	9/5/2023	\$25,732.00
AAHC	Parrot Village	Unknown	1/1/2023	\$2,248.00
AAHC	Eagle Village	No reason given	8/7/2023	\$4,619.00
AAHC	Independence Plaza	Death	11/6/2024	\$794.00
AAHC	Anne B. Diament	Legal	12/12/2023	\$13,102.90
			TOTAL AAHC	\$184,610.51
ICD	Rosefield Village	Death	8/2/2023	\$1,954.00
ICD	Rosefield Village	Relocating	2/29/2024	\$60.00
ICD	Rosefield Village	Relocating	2/29/2024	\$54.00
ICD	Rosefield Village	Relocating	9/30/2023	\$2,087.00
ICD	Rosefield Village	Personal Reasons	11/13/2023	\$2,080.00
ICD	Rosefield Village	No reason given	10/4/2023	\$12,297.00
ICD	Rosefield Village	Legal	2/5/2024	\$15,043.00
			TOTAL ICD	\$33,575.00
			TOTAL	\$218,185.51



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: May 15, 2024

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

BACKGROUND

The Family Self Sufficiency (FSS) program is a Department of Housing and Urban Development (HUD) funded program established in 1990 by section 554 of the National Affordable Housing Act which amended Title I of the U.S. Housing Act of 1937 by adding Section 23 for the FSS program. The FSS program is for individuals that have a Housing Choice Voucher (HCV) or Project-Based Voucher (PBV) with the Housing Authority of the City of Alameda (AHA). In June 2022, HUD expanded FSS eligibility to include participants in the Moderate Rehabilitation program. The FSS Program is designed to assist families and individuals in becoming financially stable by providing individualized case management services plus financial incentives. Participation in the FSS program is voluntary and requires a five-year personal commitment from participants. The core program is designed to assist families and individuals in becoming financially stable through education and employment.

DISCUSSION

AHA completes several recruitment events annually, both in-person (town hall meetings, on site recruitment events) virtually (to individuals with income changes and those receiving Unemployment/TANF program) and outreach utilizing the quarterly newsletters. To enroll in the FSS program, participants complete an FSS application, an assessment and intake interview. The participant and AHA FSS Coordinator collaborate to create an Individualized Training and Services Plan (ITSP) and sign the FSS Contract of Participation. HUD mandates a minimum of twenty-five participants to fund an FSS Coordinator position.

In the month of April 2024, staff were able to add four new enrollments to increase our enrollment to twenty-six. Though two participants are graduating this month, for the purpose of reporting HUD allows the PHA to count the graduates for 12 months. This allows a PHA the time to recruit and fill the vacant spots left by graduates. Staff have set a goal of increasing enrollment to 50 - 60 annually. Last quarter staff began mailing out letters to Housing Choice voucher (HCV) participant households, based on income



such as General Assistance, TANF, and Unemployment, inviting participants to join our bi-weekly recruitment meetings to educate participants on the benefits of the FSS program. In addition, staff attend the HCV voucher briefings to present an overview of the FSS program to new program participants. A recruitment planning meeting will be held in May to expand our recruitment efforts to meet our goal.

Below is a chart showing the number of participants enrolled and the number of graduations and/or termination from October 1, 2023 - through April 30, 2024.

Program data	As of Dec 31, 2023	As of April 30, 2024
Enrollees at end of last period	22	22
New FSS participants this period	0	4
Graduated this period	3	2
Terminations/withdrawals/port outs	0	0
Port ins	0	0
TOTAL ENROLLED AT END OF PERIOD	22	26
Minimum enrollees required by HUD grant for One Coordinator Position	25	25
Enrollees with increased income this period	0	0
Average escrow account balance at end of period	\$3,624	\$3,887
Percentage of enrollees with an escrow balance at end of period	56%	68%
Total escrow balance on last day of the period for all enrollees	\$97,844.92	\$85,509.07
Total withdrawals for this quarter	0	0

Services provided this quarter

During this quarter, the services provided to participants included personal coaching on life skills, tenant/landlord communication, and annual recertification/income change procedures; referrals were made to legal and mediation services, the College of Alameda Career & Employment Center, and Alameda County Social Services; and monthly check-ins were completed either one-on-one and/or in virtual group meetings held in the evenings on the third Tuesday of the month.

This quarter there were three virtual meetings held on the third Tuesday evenings from 6:00 pm – 7:30 pm. There was an average of 5-8 attendees for all meetings.

This program is continually taking new enrollees. Participants from all voucher and moderate rehabilitation programs are eligible. For more information, contact Housing Programs at 510-747-4300. Please also see the website

<https://www.alamedahsg.org/housing-programs/family-self-sufficiency-program/>

FISCAL IMPACT

For report only, no fiscal impact.

CEQA

N/A

RECOMMENDATION

Accept Quarterly Family Self Sufficiency (FSS) report.

ATTACHMENTS

None

Respectfully submitted,
Lynette Jordan
Lynette Jordan, Director of Housing Programs



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: May 15, 2024

Re: Authorize the Executive Director or Designee to sign the documents and take all actions necessary to approve the refinance/re-syndication of Playa del Alameda located at 148 Crolls Garden, Alameda (APN: 074-1328-288-00) and to make minor edits without returning to the Board.

BACKGROUND

Playa del Alameda is a 40 unit 2-3 bedroom affordable family property in Alameda located at 148 Crolls Garden and funded by CalHFA and low income housing tax credits. The property is currently owned by Playa del Alameda Associates, L.P., part of Bayside Communities.

The property was built in 1984. In 1993, the Housing Authority of the City of Alameda (AHA) served as the bond issuer for the property and recorded an affordability agreement on the site and made an initial loan of \$243,109 to the developer. The loan was repaid in full in 2017, but the affordability restriction remains in place. The property has a project based rental assistance (PBRA) contract from HUD through 2032. A subordination agreement approved by AHA is also in place.

DISCUSSION

The owner is now seeking to syndicate the deal using low-income housing tax credits and has received a 4% bond allocation. CalHFA is the bond issuer. The deal is due to close in May 2024 and requires the AHA's approval.

In return for the AHA's approval, the attached affordable housing regulatory agreement ensures:

- A further 55 years of affordability under our agreement
- Regular reporting to the Housing Authority and various rights of inspection
- Notice of waitlist and vacant units open
- A right of first refusal



The document has been reviewed by legal counsel at Carle, Mackie Power, and Ross (CMPR).

FISCAL IMPACT

None, except minor legal costs to prepare the agreement.

CEQA

None.

RECOMMENDATION

Authorize the Executive Director or Designee to sign the documents and take all actions necessary to approve the refinance/re-syndication of Playa del Alameda located at 148 Crolls Garden, Alameda (APN: 074-1328-288-00) and to make minor edits without returning to the Board.

ATTACHMENTS

1. Item 10.S - Playa de Alameda - Attachment 1
2. Item 10.S - Playa del Alameda - Attachment 2

Respectfully submitted,



Vanessa Cooper, Executive Director

**Recording requested by
And when recorded mail to:**

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

Exempt from recording fees pursuant to
Cal. Gov't Code § 27383 & §27388.1

**AFFORDABLE HOUSING REGULATORY AGREEMENT
(Playa del Alameda)**

This Affordable Housing Regulatory Agreement (“**Agreement**”) dated as of _____ 2024, is entered into between **THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body corporate and politic (the “**Housing Authority**”) and **OAHS PLAYA DEL ALAMEDA LP**, a California limited partnership (the “**Owner**”). The Housing Authority and the Owner are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. The Owner is the owner of the land and improvements consisting of that certain real property located in the City of Alameda, County of Alameda, State of California, more particularly described in Exhibit A attached hereto (“**Property**”).

B. The Property is the site of a forty (40) unit residential development (“**Housing Project**”) that the Owner desires to operate as affordable housing for rental to low-income households (each an “**Affordable Unit**”, and collectively, the “**Affordable Units**”).

C. The Owner and the Housing Authority desire by the execution of this Agreement to assure the Property and the Affordable Units remain affordable for a minimum of fifty-five (55) years following the date of recordation of this Agreement (the “**Effective Date**”).

NOW THEREFORE, the Parties acknowledge and agree as follows:

ARTICLE 1. DEFINITIONS

1.01 “**Affordable Rent**” is the amount of rent considered as “affordable rent” for persons and families of low income (as defined in California Health and Safety Code Section 50093), adjusted for family size appropriate to the unit, pursuant to California Health and Safety Code Section 50053(b) or any successor statute thereto; provided, however if the Owner is subject to a regulatory agreement recorded against the Property by the California Tax Credit Allocation Committee (“**CTCAC**”), the Owner is permitted, at the Owner’s option, to use the

occupancy standards and rent levels used by CTCAC. If the statute is no longer in effect and no successor statute is enacted, the Housing Authority shall establish the Affordable Rent for purposes of this Agreement. For purposes of this Section 1.01, Unless the Property is subject to a CTCAC regulatory agreement and the Owner has opted to use the CTCAC occupancy standards, “adjusted for family size appropriate to the unit” shall mean a household of two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

1.02 “**Applicable Laws**” means all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation standard, official policy, condition, or other measure) of the United States, the State of California, the County of Alameda, City of Alameda, or any other political subdivision in which the Housing Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Owner or the Housing Project.

1.03 “**Area Median Income**” shall mean : (a) if the Property is subject to a CTCAC regulatory agreement and the Owner has opted to use the CTCAC income levels, the area median income and income levels for households in Alameda County, California, as published or utilized from time to time by CTCAC in a manner consistent with 42 United States Code, as amended; or (b) if the Property is not subject to a CTCAC regulatory agreement, the median income and income levels for households in Alameda County, California, as published from time to time by the United States Department of Housing and Urban Development (“**HUD**”) in a manner consistent with the determination of median gross income under Section 8 of the United States Housing Act of 1937, and as defined in Title 25, California Code of Regulations, Section 6932. In the event that such income determinations are no longer published by CTCAC or HUD, as applicable, or are not updated for a period of at least 18 months, the Housing Authority shall provide the Owner with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by CTCAC or HUD, as applicable.

1.04 “**Eligible Households**” shall mean households meeting the income restrictions as set forth in Section 2.01.

1.05 “**Term**” shall mean the period during which the Affordable Units must remain affordable which is fifty-five (55) years following the Effective Date.

ARTICLE 2. RENT, INCOME AND OCCUPANCY RESTRICTIONS

2.01 Rent and Income Restrictions.

(a) All of the Affordable Units shall be rented to Eligible Households whose gross income does not exceed sixty percent (60%) of the Area Median Income at an Affordable Rent. Income determination shall be made at the time of initial occupancy of an Affordable Unit by a tenant, and upon each renewal of a tenant’s lease, certification is required.

(b) In addition to and notwithstanding the foregoing, the Owner may have an on-site management staff person residing on the Property in one (1) unit designated as a resident manager’s unit, and such manager’s unit shall not be subject to the above affordability

restrictions so long as such unit is occupied by an on-site management staff person for the Housing Project. If at any time such unit is not occupied by an on-site management staff person, such unit shall be operated as an Affordable Unit and shall be made available to Eligible Households whose gross income does not exceed sixty percent (60%) of the Area Median Income at an Affordable Rent.

(c) At the time any lease is executed or renewed, the minimum and maximum occupancy of each Affordable Unit shall be limited as provided in the chart below, unless the Property is subject to a CTCAC regulatory agreement and the Owner has opted to use the CTCAC occupancy standards. If the Property is subject to a CTCAC regulatory agreement and the Owner has opted to use the CTCAC occupancy standards, and an Eligible Household satisfies the CTCAC occupancy standards but not the chart below, then Owner shall permit the Eligible Household to be on a waiting list for a different unit, and move into the other unit when it is available, so as to satisfy the occupancy standards below. At the request of the Owner, the Housing Authority may make exceptions to the foregoing occupancy standards to the extent such exceptions are permitted by Applicable Laws, and do not increase the Housing Authority’s obligations or liabilities under this Agreement, or diminish or impair the Housing Authority’s rights and remedies under this Agreement.

<u>Number of Bedrooms</u>	<u>Minimum Occupancy</u>	<u>Maximum Occupancy</u>
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

(d) Not more than once per year, the Owner may adjust rents in occupied Affordable Units to the level allowed for the family size appropriate to the unit. The Owner may adjust the rent upon vacancy of an Affordable Unit to the level allowed for the family size appropriate to the unit. The Owner must notify each tenant and the Housing Authority in writing of any increase in monthly rent for an Affordable Unit at least thirty (30) days in advance of the effective rent adjustment date. The written notice of rent increase provided to the Housing Authority shall indicate: (1) the rent adjustment for each Affordable Unit; (2) the new rental amount for each Affordable Unit; and (3) the effective date of the adjustment for each Affordable Unit. Failure to provide the notice required shall be considered a failure to perform by the Owner under this Agreement and subject to the terms of Article 11.

(e) Owner covenants that during the period that is six months prior to the Effective Date, Owner did not evict any tenants at the Housing Project, other than eviction for behavioral issues.

(f) The determination of a status as an Eligible Household shall be made by the Owner prior to initial occupancy of the Affordable Unit by such household; provided that, if the Owner fails to perform any term or provision of this Agreement related to the determination of status of an Eligible Household, as reasonably determined by the Housing Authority, then

until such failure has been cured and upon written request by the Housing Authority, such determination shall be subject to review and approval by the Housing Authority. The income of all persons residing in the Affordable Unit shall be considered for purposes of calculating the household income. The Owner shall not discriminate against prospective tenants with qualified Public Housing Authority Section 8 certificates or vouchers who are otherwise qualified. To the extent permitted by Applicable Laws, all tenants at the Housing Project who are tenants as of the Effective Date, shall be afforded grandfathering treatment, as needed in order to qualify as a tenant in an Eligible Household.

(g) Immediately prior to the first anniversary date of the occupancy of an Affordable Unit by an Eligible Household, and annually thereafter, the Owner shall re-certify the income of the occupants of such Affordable Unit by obtaining a completed Tenant Income Certification based upon the current income of each occupant of the Affordable Unit. The Tenant Income Certification shall be in the form reasonably acceptable to the Housing Authority. Annual income recertifications shall also contain those documents used to certify initial eligibility.

(h) If an occupant of an Affordable Unit no longer qualifies as an Eligible Household due to an increase in income, the occupant may continue to occupy the former Affordable Unit; provided, however, the Owner may increase the rental rate for such former Affordable Unit to the lesser of (a) market rate and (b) one-twelfth (1/12) of thirty percent (30%) of such tenant's actual annual income. The Owner shall send written notice to the Housing Authority with the address and bedroom/bathroom mix of any occupant that pays rent greater than the equivalent Affordable Rent for an Eligible Household under Section 2.01(a).

(i) Owner shall advertise all vacancies at the Housing Project as they become open, on the Housing Authority's website.

(j) If an occupant of an Affordable Unit is in arrears said occupant shall be offered a payment plan and be referred to legal aid for rental assistance.

(k) The Owner, either directly or through the Management Agent (defined below), shall proactively engage with the Housing Authority to work to address tenant issues (including tenant receivables) with actions other than eviction, consistent with and recognizing the Housing Authority's broader role in preserving affordable housing and protecting low income tenants in Alameda County.

ARTICLE 3. REPORTING REQUIREMENTS FOR HOUSING PROJECT; INSPECTION

3.01 Certification of Continuing Compliance. The Owner shall submit an annual Certification of Continuing Compliance attached hereto as Exhibit B or in such other format as may be reasonably requested by the Housing Authority. The Owner shall also make available all information to support such Certification of Continuing Compliance, including, without limitation:

(a) The number of persons per Affordable Unit;

- (b) Name of each Affordable Unit Tenant;
- (c) Initial occupancy date;
- (d) Rent paid per month; and
- (e) Gross income per year.

The first annual certification shall be submitted to the Housing Authority within thirty (30) days of the date of the initial rental of all the Affordable Units on the Property. Subsequent annual reports and annual income certifications or recertifications shall be submitted to the Housing Authority on July 15th of each calendar year during the Term of this Agreement.

3.02 Additional Reporting. In addition to the Certification of Continuing Compliance, the Owner shall submit to the Housing Authority the following:

(a) The Owner shall notify the Housing Authority within five (5) business days of the occurrence of any of the following: (1) casualty (whether to individuals or property) or other event that gives rise to an insurance claim; (2) condemnation; (3) any unit that is or becomes uninhabitable, or is not occupied and left vacant for more than 30 days; (4) any crimes occur at the Housing Project; (5) any death occurs at the Housing Project; (5) any eviction (or commencement thereof) of any tenant of the Housing Project; (6) any lawsuit is filed by or against the Owner; (6) any material non-compliance or default (which shall include any non-compliance with applicable affordability requirements) under any other loan or source of funding to the Owner or any material regulatory agreement or other agreement binding upon the Owner or the Housing Project; (7) any event that occurs that would reasonable expected to result in negative public reputation or news with respect to any of the Housing Authority, the Housing Project or the Owner Partnership; and (8) the Owner receives written notice describing or providing advance notice of any of the foregoing.

(b) On or before January 30, April 30, July 31 and November 30, the Owner shall submit to the Housing Authority quarterly financial reports for the Project, in the same format as provided to equity and debt financing parties for the Project, or if there are no financing parties, then in the form that the Housing Authority requires.

(c) As soon as available and in any event not later than one hundred eighty (180) days after the end of each fiscal year of the Owner, the Owner shall provide the Housing Authority with the following: (1) the audited financial statements of the Owner, as of the end of such year, including balance sheet, statement of changes in capital accounts, statement of sources and uses of funds, statements summarizing number of tenants served and the cost of such services, with the report of the accountants thereon stating that an audit of such financial statements has been made in accordance with generally accepted auditing standards and identifying any matters to which the Owner accountants take exception, and stating, to the extent practicable, the effect of each such exception of such financial statements, (2) a detailed statement of uses of net cash flow or residual receipts and any transactions between the Owner and its general partners or any of its affiliates, and of fees, commissions, compensation and other benefits paid, or accrued, to its general partner or any of its affiliates for the prior fiscal year of the Owner, showing the amount paid or accrued to each recipient and a general indication of the

services performed, (3) a management report on the Housing Project containing such information as is reasonably necessary to advise the Housing Authority about the development or operation of the Project, including follow-up information regarding the events described in item 3.01(a) above, and (4) such other information and reports reasonably requested by the Housing Authority.

(d) The Owner shall submit to the Housing Authority concurrently with submission to CTCAC, the California Board of Equalization or Alameda County, as applicable, (i) a copy of the current CTCAC project status report and (ii) a copy of all certifications and other materials provided to the California Board of Equalization and Alameda County for the welfare tax exemption application or renewal.

(e) On or before November 1, the Owner shall submit to the Housing Authority the annual Housing Project operating budget for the next fiscal year, including, without limitation, any planned capital improvements and draws from reserves.

(f) Upon request for examination by the Housing Authority, the Owner shall, at any time during normal business hours after receiving at least 48-hour advance notice, make available all of its records with respect to all matters covered by this Agreement. The Owner shall permit the Housing Authority to audit, examine and make excerpts or transcripts from these records at the Housing Authority's sole cost.

(g) Subject to the rights of tenants, the Owner agrees that Housing Authority and its duly authorized representatives shall at reasonable times upon at least 48-hour advance notice, subject to the rights of tenants, have access to the Property and the Housing Project to to inspect monitor compliance with the terms of this Agreement.

ARTICLE 4. PROVISION OF SERVICES AND MAINTENANCE OF PROPERTY

4.01 Maintenance. During the Term of this Agreement, the Owner shall maintain, or cause to be maintained, the Property, including all improvements thereon, in a manner consistent with the provisions set forth therefor in the Alameda Municipal Code, and shall keep the entire Property free from any accumulation of debris or waste materials prior to and after construction. If, at any time, the Owner fails to maintain the Property, and has either failed to commence to cure such condition or to diligently prosecute to completion the condition or the condition is not corrected after expiration of sixty (60) days from the date of written notice from the Housing Authority to the Owner, the Housing Authority may perform the necessary corrective maintenance, and the Owner shall pay such costs as are reasonably incurred for such maintenance. The Housing Authority shall have the right to place a lien on the Property should the Owner not reimburse the Housing Authority for such costs within sixty (60) days following the Housing Authority's written demand for reimbursement of such costs. The Owner, on behalf of itself, its heirs, successors and assigns, hereby grants to the Housing Authority and its officers, employees and agents, an irrevocable license to enter upon the Property to perform such maintenance during normal business hours after receipt of written notice from The Housing Authority and the Owner's failure to cure or remedy such failure within sixty (60) days of such notice. Any such entry shall be made only after reasonable notice to the Owner, and the Housing Authority shall indemnify and hold the Owner harmless from any claims or liabilities pertaining

to any such entry by the Housing Authority. Failure by the Owner to maintain the Property in the condition provided in this Article 4 may, in the Housing Authority's reasonable discretion, constitute a default under this Agreement.

4.02 Management Agent. If, as a result of periodic review, the Housing Authority determines in its reasonable judgment that the Housing Project is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the Housing Authority shall deliver notice of such determination to Owner. Within fifteen (15) days of receipt by Owner of such written notice, Housing Authority staff and Owner, shall meet in good faith to consider methods for improving the financial and operating status of the Housing Project, including, without limitation, replacement of the property manager ("**Management Agent**"). If after such meeting, Housing Authority staff recommends in writing the replacement of the Management Agent, Owner shall promptly dismiss the Management Agent, in accordance with the management agreement, and shall appoint as the Management Agent a person or entity meeting local industry standards for a Management Agent, subject to the reasonable approval of the Housing Authority.

4.03 Capital Needs Assessment. Upon written request from the Housing Authority (but not more often than once every 5 years), the Owner shall obtain a capital needs assessment for the Housing Project.

ARTICLE 5. PERMITTED TRANSFERS AND RIGHT OF FIRST REFUSAL

5.01 Prohibition. Except with respect to Permitted Transfers (as defined below), the Owner shall not make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Property, the Housing Project, the general or limited partner interests of Owner or this Agreement, refinancing, restructuring, resyndication, loan prepayment, intent to market or sell or any other material financing or disposition, without the prior written approval of the Housing Authority ("**Transfer**"), which approval shall not be unreasonably withheld.

5.02 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the Housing Authority approval of an assignment or transfer of this Agreement or conveyance of the Property or Housing Project, or any part thereof, shall not be required in connection with any of the following (the "**Permitted Transfers**"):

- (a) The lease of Affordable Units to Eligible Households.
- (b) Assignments for financing purposes, and any subsequent transfer to the lender providing such financing by foreclosure or deed in lieu of foreclosure thereunder, subject to such financing being considered and approved by the Housing Authority.
- (c) Transfer of the Property and Housing Project to an affiliate entity which controls, is controlled by or under common control with the Owner. In the event of a transfer by the Owner pursuant to this subparagraph (c) not requiring the Housing Authority's prior approval, the Owner nevertheless agrees that at least ninety (90) days prior to such assignment or transfer it shall give written notice to the Housing Authority of such assignment or transfer and that such transferee shall be required to assume the Owner's obligations under this Agreement

pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the Housing Authority.

(d) Transfer of a limited partner interest in or within Owner to an affiliate entity which controls, is controlled by or under common control with PNC Real Estate Tax Credit Capital Institutional Fund __ Limited Partnership, Columbia Housing SLP Corporation, or OAHS West Manager LLC. In the event of a transfer pursuant to this subparagraph (d) not requiring the Housing Authority's prior approval, the Owner nevertheless agrees that at least ninety (90) days prior to such assignment or transfer it shall give written notice to the Housing Authority of such assignment or transfer and, that such transferee shall be required to assume the limited partner obligations under Owner's Amended and Restated Limited Partnership Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the Housing Authority.

(e) Transfer of a general partner interest in Owner to an affiliate entity which controls, is controlled by or under common control with OAHS West Manager LLC, or Kingdom Development, Inc. In the event of a transfer pursuant to this subparagraph (e) not requiring the Housing Authority's prior approval, the Owner nevertheless agrees that at least ninety (90) days prior to such assignment or transfer it shall give written notice to the Housing Authority of such assignment or transfer and, that such transferee shall be required to assume the applicable general partner obligations under Owner's Amended and Restated Limited Partnership Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the Housing Authority.

5.03 Housing Authority Consideration of Requested Transfer. The Housing Authority agrees that it will not unreasonably withhold approval of a request made pursuant to this Article 5 provided (a) the Owner delivers written notice to the Housing Authority requesting approval of the Transfer at least ninety (90) days prior to the date of the intended Transfer, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the Owner, and (c) the assignee or transferee assumes the obligations of the Owner (or in the case of a partnership interest transfer, of the partner) under this Agreement pursuant to a written assignment and assumption agreement in a form reasonably acceptable to the Housing Authority. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the Housing Authority to evaluate the proposed assignee or purchaser pursuant to the criteria set forth herein and other criteria as reasonably determined by the Housing Authority. The Housing Authority shall approve or disapprove the request within forty-five (45) days of its receipt of the Owner's notice and all information and materials required herein.

5.04 Right of First Refusal. Commencing at the end of the 15-year low income housing tax credit compliance period for the Project ("**Compliance Period**"), and continuing for one (1) year thereafter ("**Exercise Period**"), the Housing Authority shall have right of first refusal ("**Right of First Refusal**"), in the event the Owner desires to market the Housing Project for sale or otherwise sell or transfer the Housing Project to a third party, then the Owner shall provide the Housing Authority with notice and the Housing Authority shall, within twenty (20) days elect to acquire the Housing Project at a price equal to the greater of (i) the fair market

value of the Project or (i) one dollar (\$1.00) plus the principal amount of all outstanding indebtedness secured by the Housing Project, all other loans from the Owner or its affiliates, and any accrued interest on any of such debt; and (ii) all federal, state and local taxes attributable to such sale, including those incurred or to be incurred by the partners, direct or indirect, of the Owner or its affiliates. For the avoidance of doubt, the Housing Authority may only acquire the Housing Project pursuant to the Right of First Refusal in accordance with the terms of the Owner's Amended and Restated Limited Partnership Agreement and the loan made by Berkadia Commercial Mortgage LLC, a Delaware limited liability company to Owner ("**Senior Loan**"), including any required consent by the Owner's investor limited partner, special limited partner and any senior lender or CalHFA (as defined below). If during the Exercise Period, the Housing Authority issues a notice to the Owner of the Housing Authority's intent to exercise its Right of First Refusal (the "**Notice of Exercise**"), then the Owner shall be obligated to use diligent and good faith efforts to negotiate and enter into an agreement for the transfer of the Housing Project to the Housing Authority, upon the terms of the Right of First Refusal and such other commercially reasonable terms mutually agreed to by Housing Authority and the Owner. Housing Authority's rights hereunder shall terminate upon the occurrence of any of the following: (i) upon a foreclosure of the deed of trust securing the senior loan or a deed-in lieu thereof, (ii) Housing Authority fails to deliver the Notice of Exercise during the Exercise Period, or (iii) the removal of the general partner of Owner by the limited partner in accordance with the terms of the Owner's Amended and Restated Limited Partnership Agreement.

ARTICLE 6. NO DISCRIMINATION

The Owner covenants, by and for itself and any successors in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Owner, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees in the Property.

ARTICLE 7. NO IMPAIRMENT OF LIEN

No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any ground lease or memorandum thereof, mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of the Owner to the Property and Housing Project shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

ARTICLE 8. DURATION

The covenants contained in Articles 2, 3, 4 and 5 of this Agreement shall be deemed to run with the Property and Housing Project until the end of the Term.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The covenants contained in the Agreement shall be binding upon the Owner and its heirs, successors and assigns, and such covenants shall run in favor of the Housing Authority and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard as to whether the Housing Authority is or remains an owner of any land or interest therein to which such covenants relate. The covenants contained in the Agreement, without regard to technical classification and designation, shall be for the benefit of and shall be enforceable only by the Housing Authority, and its successors and assigns.

ARTICLE 10. SUBORDINATION AGREEMENT

Except as otherwise expressly provided below, this Agreement shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes) and the Owner shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to the Housing Authority for recordation in the Official Records of Alameda County, a subordination agreement, in a form reasonably acceptable to the Housing Authority, subordinating such mortgages, deeds of trust and other liens to this Agreement thereby ensuring the priority of this Agreement over all such mortgages, deeds of trust and other liens. Notwithstanding the subordination provisions set forth herein, the Housing Authority may, in its sole discretion, subordinate this Agreement. As of the Effective Date, the Housing Authority has subordinated this Agreement to the Senior Loan and the California Housing Finance Agency, a public instrumentality and a political subdivision of the State of California (“**CalHFA**”), in connection with a loan by CalHFA to Owner to financing the Housing Project, pursuant to subordination agreements recorded concurrently herewith.

ARTICLE 11. DEFAULT AND REMEDIES

11.01 Any failure by the Owner to perform any term or provision of this Agreement shall constitute a “**Default**” (1) if the Owner does not cure such failure within thirty (30) days following written notice of default from the Housing Authority, or (2) if such failure is not of a nature which can be cured within such thirty (30) day period, the Owner does not commence substantial efforts to cure the failure within thirty (30) days and thereafter prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given under this Agreement shall identify the nature of the failure in performance which the Housing Authority claims constitutes the Default and the manner in which such Default may be satisfactorily cured. Any failure or delay by the Housing Authority in asserting any of its rights or remedies, including specific performance, as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive the Housing Authority of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

11.02 In the event of any Default, the Housing Authority and its successors and assigns shall have the right to exercise any and all of the following rights and remedies:

(a) Charge a monthly non-compliance fee in the amount of Fifty Dollars (\$50) per month or portion thereof with respect to each unit in the Property that is not operated and

occupied in compliance with this Agreement; to the extent that any material breach of this Agreement affects common areas or all of the units (such as a Default under Section 4.01), such non-compliance fee shall apply to all units in the Housing Project.

(b) Collect all rents and income in connection with the operation of the Housing Project and use the same and the reserve funds for the operation and maintenance of the Housing Project.

(c) Take possession of the Property and bring any action necessary to enforce any rights of the Owner with respect to the operation of the Housing Project, and operate the Housing Project in accordance with the terms of this Agreement until such time as the Housing Authority, in its sole discretion, shall determine that the Owner is again in a position to operate the Housing Project in accordance with the terms of this Agreement.

(d) Maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, including, without limitation, seeking specific performance.

ARTICLE 12. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands, and communications between the Housing Authority and the Owner shall be sufficiently given if, and shall not be given unless, dispatched by certified mail, postage prepaid, return receipt requested or sent by express delivery service or overnight courier service, to the principal office of the Housing Authority and the Owner as follows, or at such other address as the parties may designate in writing from time to time:

To the Housing Authority:	Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501 Attention: Executive Director
To Owner	OAHS Playa Del Alameda LP 8893 Fair Oaks Blvd. Carmichael, CA 92608

Such written notices, demands, and communications shall be effective on the date shown on the delivery receipt as the date delivered, the date on which the delivery was refused, or the date the item was returned as undeliverable.

ARTICLE 13. COSTS AND EXPENSES

In any action or proceeding which either Party brings against the other to enforce its rights hereunder, the unsuccessful Party shall pay all costs incurred by the prevailing Party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in any action or proceeding. The Owner shall reimburse the Housing Authority for all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the Housing Authority in connection with this Agreement, whether such cost and expense is incurred prior to or after the Effective Date.

ARTICLE 15. MISCELLANEOUS

Each Party agrees to cooperate with the other in the implementation and administration of this Agreement and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The words “include” and “including” shall be construed as if followed by the words “without limitation.” All exhibits and attachments hereto are incorporated by reference as though fully restated herein. This Agreement shall be interpreted as though prepared jointly by both Parties, and shall be construed in accordance with and be governed by the laws of the State of California. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. A waiver by either Party of a breach of any of the covenants, conditions or agreements hereunder to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof. No waiver by the Housing Authority of any of the conditions hereof shall be effective unless in writing expressly identifying the scope of the waiver and signed on behalf of an authorized official of the Housing Authority. Any alteration, change, or modification of or to the Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

[Signatures on following page.]

IN WITNESS WHEREOF, the Housing Authority and the Owner have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized, on the Effective Date first above written.

HOUSING AUTHORITY:

Housing Authority of the City of Alameda,
a public body corporate and politic

By: _____
Vanessa Cooper
Executive Director

OWNER:

OAHS Playa Del Alameda LP,
a California limited partnership

By: OAHS West Manager LLC,
a Delaware limited liability company

By: _____
Name:
Title:

By: Kingdom Development, Inc.,
a California corporation

By: _____
Name:
Title:

[Signatures must be notarized.]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2024, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2024, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2024, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ALAMEDA, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL OF THAT REAL PROPERTY, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT 5049," FILED FOR RECORD SEPTEMBER 28, 1982, IN BOOK 134 OF MAPS, AT PAGES 78 AND 79, IN THE OFFICE OF THE ALAMEDA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY, INGRESS AND EGRESS, PEDESTRIAN AND VEHICULAR ACCESS, AND FOR INSTALLATION AND MAINTENANCE OF UTILITIES, OVER, ALONG AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL 2, AS SHOWN ON PARCEL MAP NO. 209, RECORDED JUNE 30, 1966, IN BOOK 47 OF PARCEL MAPS, AT PAGE 112, ALAMEDA COUNTY RECORDS, AT ITS INTERSECTION WITH THE EASTERN LINE OF WEBSTER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 3, AS SHOWN ON SAID MAP; THENCE SOUTH 2° 50' 13" WEST, 18.00 FEET; THENCE SOUTH 87° 09' 47" EAST, 109.17 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 421.97 FEET, THROUGH A CENTRAL ANGLE OF 17° 56' 28", AN ARC DISTANCE OF 132.13 FEET, TO A POINT ON THE EASTERN LINE OF SAID PARCEL 2, WHICH POINT BEARS SOUTH 2° 50' 13" WEST, 17.52 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE ALONG SAID EASTERN LINE OF PARCEL 2, SOUTH 2° 50' 13" WEST, 252.38 FEET, AND SOUTH 23° 30' 13" WEST, 33.00 FEET; THENCE NORTH 42° 09' 47" WEST, 47.17 FEET; THENCE NORTH 2° 50' 13" EAST, 212.72 FEET; THENCE NORTH 40° 05' 05" WEST, 35.10 FEET; THENCE NORTH 87° 09' 47" WEST, 238.25 FEET; THENCE NORTH 2° 50' 13" EAST, 50.00 FEET TO A POINT ON THE NORTHERN LINE OF SAID PARCEL 2; THENCE ALONG SAID NORTHERN LINE, SOUTH 87° 09' 47" EAST, 68.00 FEET TO THE POINT OF BEGINNING.

THE EASEMENT HEREIN DESCRIBED IS APPURTENANT TO PARCEL ONE, ABOVE.

APN: 074-1328-288-00

EXHIBIT B

CERTIFICATION OF CONTINUING COMPLIANCE

Project Name and Address: _____

Date: _____

Total Affordable Housing Units in Project:

Extremely Low Income Units (not to exceed 30% of Median Income): _____

Very Low Income Units (not to exceed 50% of Median Income): _____

Low Income Units (not to exceed 60% of Median Income): _____

The Owner, in accordance with the Affordable Housing Agreement dated _____ (the “**Agreement**”) does hereby certify to the Housing Authority of the City of Alameda that the Owner is in continuing compliance with the Agreement, and that to the knowledge of the undersigned no default exists under said Agreement.

Signed: _____
Owner/ Agent

Date: _____

Playa del Alameda Apartments

148 Crolls Garden Court
Alameda, CA 94501-3883
APN: 074-1328-288-00

Project Description

Playa Del Alameda received an allocation of Tax Credits and Bonds on December 6, 2023.

Parties

Proposed Owner – OAHS Playa Del Alameda
Developer – Orbach Affordable Housing Solutions
AGP – Orbach Affordable Housing Solutions
MGP – Kingdom Development

Financing

Berkadia – Debt
PNC- Equity
CalHFA – Issuing Bonds
CTCAC – Issuing the 4% as of right Tax Credit.

Scope of Development

The property known as Playa del Alameda is located at 148 Crolls Garden Court, Alameda CA 94501. The property consists of 2.22 acre with 20, two story apartment buildings that include 40 residential units. The leasing office and common laundry are located in an apartment building. Amenities include a leasing office, common laundry, children’s playground, and BBQ area. The project has 2 units per building. The project will be a rehab project. The unit mix is 22 two bedrooms and 17 three bedrooms. This rehab project does not include any seniors. The project is not anticipated for senior housing with non-senior housing. The property was constructed in 1984 and is 39 years old. There are no elevators on the property.

Affordable Unit Mix

The affordable unit mix consists of 39 two- and three-bedroom units reserved for tenants between 30% and 60% of the area’s median income. The average square footage of the units is 786SF and 980SF. There is one, 3-bedroom manager unit provided to service the property. The development will not employ staff or security in lieu of a manager unit.

Bedrooms	AMI	Quantity
2	30%	4
2	50%	2
2	60%	16
3	30%	4
3	50%	2
3	60%	11
MGR	N/A	1

Site Amenities

Site and community amenities include a leasing office room, laundry room, and tot-lot for children ages 2-12 years of age and play area for children ages 13-17 years of age.

Accessibility Features

The development's accessibility features include ramps, handrails, guard rails, wider doors, wider hallways, accessibility paths throughout site, adaptable kitchens, adaptable bathrooms, and mobility features.

Service Amenities

The project will provide 2 life skills training and educational service amenities for its residents. Instructor-led Adult Educational classes such as health and wellness, or skill building classes, including but not limited to; financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation, and smoking cessation. Individualized Health and Wellness services and programs such as Crisis Intervention, Practical Counseling & Emotional Support, Cleanliness & Hygiene Assessment, Eviction Prevention, Government, and Insurance Entitlements, and Physical and Mental Health Assessment.



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: Joseph Nagel, Construction Project Manager

Date: May 15, 2024

Re: Authorize the Executive Director to sign a Thyssen Krups Elevator contract addendum of \$67,513.00 which will make the contract amount in excess of \$250,000, (\$267,513.00).

BACKGROUND

On January 10, 2024, The Dominion Group (D3G) performed a CNA inspection on the Independence Plaza property. One of the findings and recommendations of this assessment was that the elevators in four out of five of the apartment buildings, 703, 705, 707, and 711 Atlantic, do not feature a modern electronic door light curtain, but rather a mechanical bumper style door stopper. The installation of modern electronic door light curtains on the cabs is recommended for increased user safety. D3G recommended obtaining contractor bids for the cost of this safety repair. As a proactive measure, we have included the same elevator upgrade at the AHA business office, 701 Atlantic Ave.

DISCUSSION

Due to the proprietary nature of elevator equipment, a proposal was solicited from the current elevator service provider, Thyssen Krupps (TK) Elevator, to install the recommended electronic door light curtains and associated upgraded control software. The proposed cost for upgrading the four elevators identified in the DG3 report and the main office is \$67,513.00. The existing contract amount with TK Elevator is Not to Exceed \$200,000. The additional cost of the light curtain upgrades would bring the new contract amount to an amount Not to Exceed \$267,513.00.

FISCAL IMPACT

Independence Plaza has reserves to cover the costs of this upgrade to safety. The 701 Atlantic Avenue elevator upgrade will be charged separately to administration.

CEQA

Not Applicable



RECOMMENDATION

Authorize the Executive Director to sign a Thyssen Krups Elevator contract addendum of \$67,513.00 which will make the contract amount in excess of \$250,000, (\$267,513.00).

ATTACHMENTS

1. 703, 705, 707, 711 Atlantic - Door Edge PROPOSAL
2. 701 Atlantic - Door Edge PROPOSAL

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joseph Nagel". The signature is fluid and cursive, with a large initial "J" and a distinct "N".

Joseph Nagel, Construction Project Manager

Repair Work Order



March 28, 2024

Independence Plaza 711

Purchaser: Housing Authority Of The
City Of Alameda
Address: 701 Atlantic Ave
Alameda, CA 94501-2161

Location: Independence Plaza 711
Address: 711 Atlantic Ave
Alameda, CA 94501

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Fifty Four Thousand Ten Dollars and Forty Cents (\$54,010.40)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
705 BLDG	Door Edge	Safety
703 BLDG	Door Edge	Safety
707 BLDG	Door Edge	Safety
711 BLDG	Door Edge	Safety

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 415 5448150.

We appreciate your consideration.

Regards,

Raven Jones
TK Elevator Corporation
14400 Catalina Str
San Leandro CA 94577
raven.jones@tkelevator.com | +1 415 5448150

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

TK Elevator will provide the labor and materials needed to complete the following scope of work:

1. Remove existing door edge from each unit ~~(3)~~ (4)
2. Install electronic door edge ~~(3)~~ (4)
3. Install upgraded software enabling new unit to work with existing controller

***This work will take approximately 1 day/per car to complete during which the unit will be removed from service.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$54,010.40
Initial progress payment:	(50%)	\$27,005.20
Total due upon completion:	(50%)	\$27,005.20

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Housing Authority Of The City Of Alameda (Purchaser):	TK Elevator Corporation Management Approval
By: _____	By: _____
(Signature of Authorized Individual) Joseph Nagel	(Signature of Branch Representative)
_____ (Print or Type Name)	Kristin Macdonald Sales Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Attn: Joseph Nagel
Housing Authority Of The City Of Alameda
701 Atlantic Ave
Alameda CA, 94501-2161

Date	Terms	Reference ID	Customer Reference # / PO
March 28, 2024	Immediate	ACIA-271TIFH	
Total Contract Price:			\$54,010.40
Down Payment:			(50%) \$27,005.20

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 415 5448150. To make a payment by phone, please call 404-905-2145 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Housing Authority Of The City Of Alameda

Location Name: Independence Plaza 711

Customer Number: 3127669

Quote Number: 2024-2-1682649

Reference ID: ACIA-271TIFH

Remittance Amount: \$27,005.20

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks,
please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656



Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: Independence Plaza 711
Street Address: 711 Atlantic Ave
City State, Zip: Alameda, CA 94501

Dear Joseph Nagel,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # _____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: Joseph Nagel

Print or Type Name

Customer Signature: _____
Signature of Authorized Individual

Title: _____
Print or Type Title

Date: _____
Date of acceptance

Customer Email: jnagel@alamedahsg.org

Customer Email

TK Elevator Representative

Name: Raven Jones

Print or Type Name

Signature: _____
Signature of Authorized Individual

Title: Sr Account Manager

Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- | | |
|---|---|
| <input type="checkbox"/> Sales Department | <input type="checkbox"/> Service Department |
| <input type="checkbox"/> Branch Manager | <input type="checkbox"/> Repair Department |
- Phone Number

Comments:

Repair Work Order



March 08, 2024

Housing Authority Of The City Of Alameda

Purchaser: Housing Authority Of The
City Of Alameda
Address: 701 Atlantic Ave
Alameda, CA 94501-2161

Location: Housing Authority Of The
City Of Alameda
Address: 701 Atlantic Ave
Alameda, CA 94501-2161

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Thirteen Thousand Five Hundred Two Dollars and Sixty Cents (\$13,502.60)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
701 BLDG	Door Edge	Safety

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 415 5448150.

We appreciate your consideration.

Regards,

Raven Jones
TK Elevator Corporation
14400 Catalina Str
San Leandro CA 94577
raven.jones@tkelevator.com | +1 415 5448150

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

TK Elevator will provide the labor and materials needed to complete the following scope of work:

1. Remove existing door edge from
2. Install new electronic door edge
3. Upgrade software needed to enable the new component to work with the existing controller.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$13,502.60
Initial progress payment:	(50%)	\$6,751.30
Total due upon completion:	(50%)	\$6,751.30

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Housing Authority Of The City Of Alameda (Purchaser):	TK Elevator Corporation Management Approval
By: _____	By: _____
(Signature of Authorized Individual) Joseph Nagel	(Signature of Branch Representative)
_____ (Print or Type Name)	Kristin Macdonald Sales Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Attn: Joseph Nagel
Housing Authority Of The City Of Alameda
701 Atlantic Ave
Alameda CA, 94501-2161

Date	Terms	Reference ID	Customer Reference # / PO
March 08, 2024	Immediate	ACIA-271TIJO	
Total Contract Price:			\$13,502.60
Down Payment:			(50%) \$6,751.30

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 415 5448150. To make a payment by phone, please call 404-905-2145 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Housing Authority Of The City Of Alameda

Location Name: Housing Authority Of The City Of Alameda

Customer Number: 3127669

Quote Number: 2024-2-1670638

Reference ID: ACIA-271TIJO

Remittance Amount: \$6,751.30

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks,
please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656

To: Honorable Chair and Members of the Board of Commissioners

From: Iyana Barnes, Housing Specialist III

Date: May 15, 2024

Re: Accept a presentation on Owner Incentives in the Housing Choice Voucher Program.

BACKGROUND

On March 23, 2022, the Housing Authority of the City of Alameda (AHA) was designated as a Moving to Work (MTW) Agency under the Landlord Incentive Cohort. One of the first activities staff implemented was to enhance the existing Landlord Incentive Program to increase and maintain landlord participation in the Housing Choice Voucher (HCV) Program.

DISCUSSION

This presentation will outline the improvements made to the landlord incentive program and the progress made since the changes were implemented. Staff have tracked each incentive to determine how effective the owner incentives have been and for reporting purposes for HUD. Owner participation has both continued and increased since the changes and additions were made.

FISCAL IMPACT

NA

CEQA

NA

RECOMMENDATION

Accept a presentation on Owner Incentives in the Housing Choice Voucher Program.

ATTACHMENTS

1. Landlord Incentives Presentation

Respectfully submitted,



Iyana Barnes, Housing Specialist III

Overview of Landlord Incentives

2022-April 2024

Introduction

On March 23, 2022, AHA was designated as a Moving to Work agency under the Landlord Incentive Cohort . The Landlord Incentives activity was created to improve landlord participation within the Housing Choice Voucher Program.

Overview of Landlord Incentives (MTW)

Conditions:

1. Payment(s) must be equal or less than one month of rent
 - If a landlord receives money for multiple activities the total of all payments made must be equal to or less than one month of rent
2. Payment can only be made after the HAP contract is executed
3. Will not be applied to any units under PBV, LIHTC, or AHA-owned units

First-Time Rental	Accessible	HQS Inspection	Returning Unit
New unit (existing landlords are still eligible for this incentive as long as the unit is new to the program)	Unit is fully ADA Accessible or meets most of the ADA criteria	Unit passes initial HQS inspection the first time and a participant rents the unit	Unit leased on program prior
\$1,500 per unit	\$2,000 per unit	\$100 per unit	\$1,000 per unit

Overview of Landlord Incentives

- **In the last Fiscal Year July 2022- June 2023 there was a total of 56 landlord bonus checks paid out for a total of \$28, 000. As you may know the qualifications and incentive amounts were much different (lower) from the new and improved Landlord Incentive Cohort.**
- **In the last 10 months since July 1, 2023, AHA has added a combined total of 54 New Landlords/New Units to the Housing Choice Program. The total value of payouts for this period is \$81,000.**
- **With addition to that an additional 41 returning units have also leased up since July 2023 that qualified for the new Landlord Incentive for a total amount of \$42,000.**

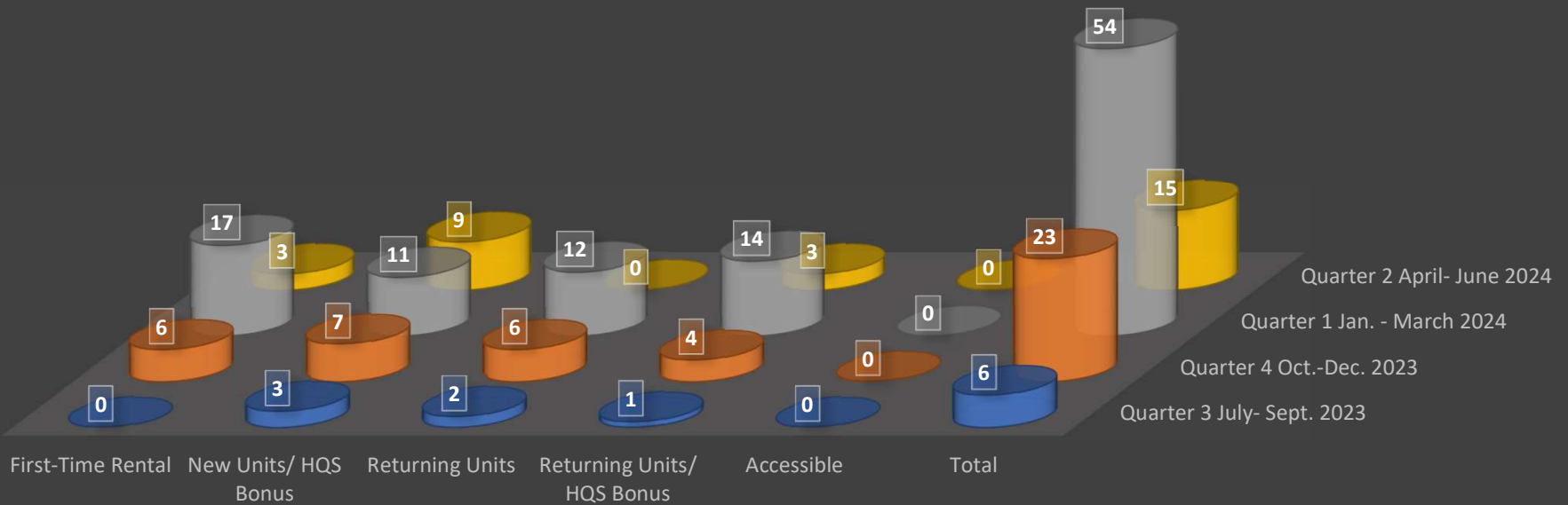
Overview of Landlord Incentives

- **The AHA has also paid out 51 checks for a total of \$5,100 for units that passed their initial inspections the first time.**
- **AHA has a grand total so far of 98 Landlord Incentive bonus checks issued as of today for a total value of \$128,100.**
- **Unlike the 2022-23 landlord payouts, under MTW we are able to pay these incentives from HUD funds.**

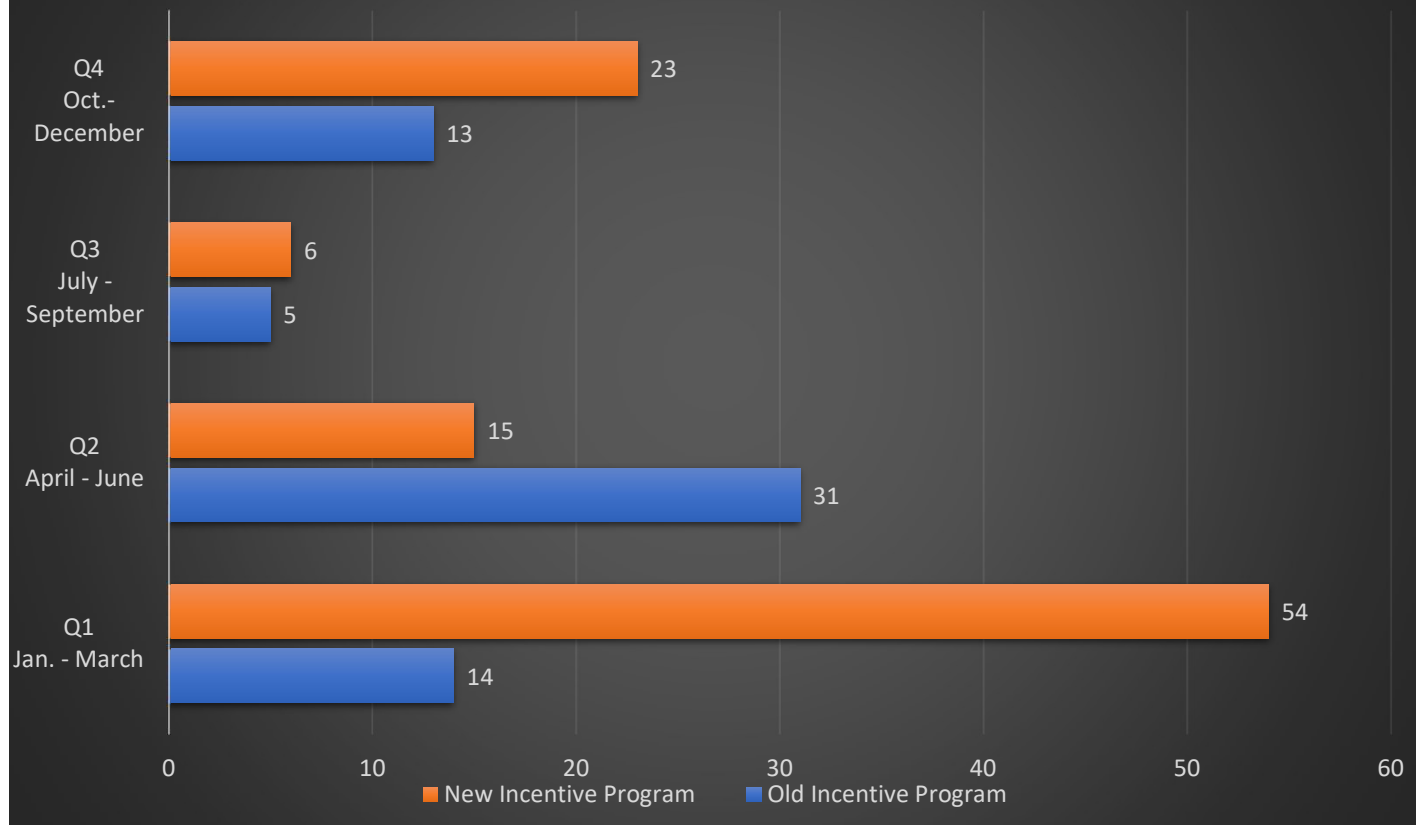
MTW Landlord-Related Activities

INCENTIVE PAYOUTS

■ Quarter 3 July- Sept. 2023
 ■ Quarter 4 Oct.-Dec. 2023
 ■ Quarter 1 Jan. - March 2024
 ■ Quarter 2 April- June 2024



Old Incentive Program VS New Incentive Program



THANK YOU



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Relations Manager

Date: May 15, 2024

Re: North Housing Start of Construction Celebration Event Presentation.

BACKGROUND

To celebrate the start of construction of the North Housing Master-Plan, the Housing Authority of the City of Alameda (AHA) and its affiliate Island City Development (ICD) hosted a start of construction celebration event on April 24th (from 3pm to 5pm) at 2000 Lakehurst Circle in Alameda. Over 100 new affordable homes are coming to the City of Alameda via two new housing developments (The Estuary I and Linnet Corner). These two new developments will provide housing for homeless and formerly homeless individuals, military veterans, and for seniors (ages 62+). The North Housing Master-Plan is a multi-year commitment by AHA, along with Island City Development, to create 586 homes to serve low-income Alamedans in need of affordable housing.

DISCUSSION

The Master of Ceremonies for the North Housing celebration event was AHA's Executive Director, Vanessa Cooper. The celebration event featured speakers from numerous organizations, including Tomiquia Moss (Secretary of California's Business, Consumer Services, and Housing Agency), Malia Cohen (State of California Controller), David Passey (Deputy Regional Administrator of the U.S. Department of Housing and Urban Development), Heidi Racherla (Senior Vice President, Community Relations Manager, Bank of America), Claire Parisa (Director of Acquisitions, Housing Credit Investments Enterprise), Doug Biggs (Executive Director, Alameda Point Collaborative), and Liz Varela (Executive Director, Building Futures). The event was attended by the staff and leadership of AHA's partners, which include: FPI Management, LifeSteps, Alameda Family Services, and many more). Several current and former members of the AHA Board of Commissioners attended, including Vadim Sidelnikov, Kenji Tamaoki, Thelma Decoy, Alex Kaufman, Art Kurrasch, and John McCahan.

FISCAL IMPACT

NA



CEQA

NA

RECOMMENDATION

Accept the North Housing Start of Construction Celebration Event Presentation.

ATTACHMENTS

1. Start of Construction Celebration

Respectfully submitted,



Joshua Altieri, Community Relations Manager

North Housing Start of Construction Celebration

April 24, 2024



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Time to start digging



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Group photo with AHA Commissioners, funders, partners, and government officials



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Group photo with AHA staff



Let the festivities begin



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The program begins



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AHA Commissioner Vadim Sidelnikov



Secretary Moss Business, Consumer Services, and Housing Agency



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Malia Cohen
State of California Controller



David Passey

Regional Administrator, U.S. Dept of Housing & Urban Development



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Liz Valera
Executive Director, Building Futures





Doug Biggs
Executive Director, Alameda Point Collaborative



Claire Parisa

Director of Acquisitions, Housing Credit Investments Enterprise



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Heidi Racherla
Senior Vice President, Bank of America



Yunia Renteria Alameda Family Services



Amy Wooldridge & Allen Tai

City of Alameda, Assistant City Manager & Development Director



Art Kurrasch & John McGahan
Former AHA Commissioners



**Kenji Tamaoki, Thelma Decoy, Vadim Sidelnikov, Alex Kaufman
Current AHA Commissioners**



Vanessa Cooper & Secretary Moss



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AHA Staff (HCD Department)



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources

Date: May 15, 2024

Re: Approve Resolution to make administrative changes to the Employee Handbook.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) became an autonomous agency in 2012 and adopted new personnel policies that replaced the City's Employee Handbook and the ACEA and MCEA Memorandums of Understanding. In drafting the 2012 Personnel Policies staff sought guidance from a variety of sources and perspectives.

Sample personnel policies from the Housing Authority Risk Retention Pool (HARRP) provided a good starting place. Attorneys skilled in human resources and applicable California and federal laws prepared these policies. Subsequently, Liebert Cassidy Whitmore completed a thorough review of the AHA Personnel Policies to certify legal compliance at both the state and federal levels on November 4, 2014. A complete overhaul and renaming of the manual to the Employee Policies and Procedures Handbook was approved by the Board on December 21, 2016. Various changes have triggered legal or policy amendments since then and have been approved by the Board annually. Last month, the Board approved all proposed changes to the Employee Handbook, except one and asked AHA to seek further clarification, from legal, of that item.

DISCUSSION

This month, the AHA is bringing the respective revision to the Employee Handbook including the best practice language on Workplace Relationships. At the direction of the Board, AHA sought out further legal guidance from attorneys with Liebert Cassidy Whitmore on this issue and is recommending that the language remain as is. Legal guidance for this decision is based on other recent case law, as well as, common workplace policies and "no fraternization" rules that have been upheld in court. Legal advice is to enforce this policy consistently with other rules of workplace conduct.

The policy is being brought in track changes format, as is typical, to highlight the revision.



FISCAL IMPACT

There is no fiscal impact on this proposed change.

CEQA

N/A

RECOMMENDATION

Approve Resolution to make administrative changes to the Employee Handbook.

ATTACHMENTS

1. Reso-Amend Employee Handbook 05.2024
2. Employee Handbook Eff 4.18.24 Rev 05.15.24 TrackChanges

Respectfully submitted,
Alicia Southern
Alicia Southern, Director of Human Resources

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.*_____

ADOPT REVISED EMPLOYEE POLICIES AND PROCEDURES HANDBOOK

WHEREAS, the Housing Authority Board of Commissioners adopted the AHA Personnel Policies April 12, 2012; and

WHEREAS, the Housing Authority renamed and revamped the polices on December 21, 2016 to the Employee Policies and Procedures Handbook; and

WHEREAS, Liebert Cassidy Whitmore completed a thorough review of the AHA Employee Policies and Procedures Handbook and certified legal compliance at both the state and federal levels on 11.4.2014; ev.12.21.2016, eff.1.8.2017, eff. 1.11.2023, eff. 4.18.24 and

WHEREAS, Liebert Cassidy Whitmore completed a thorough review of the proposed revisions to the AHA Employee Policies and Procedures Handbook and has certified legal compliance of the policies at both the state and federal levels;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Alameda hereby approves and adopts the revised Employee Policies and Procedures Handbook rev. 5.15.2024, eff. 5.16.2024.

ATTEST:

Carly Grob, Chair
Board of Commissioners

Vanessa M. Cooper
Secretary

Adopted: _____



EMPLOYEE POLICIES AND PROCEDURES HANDBOOK

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WELCOME

Welcome to the Housing Authority of the City of Alameda! Through the efforts of our staff members, the Housing Authority of the City of Alameda has established itself as a leading organization in the community and in the housing industry, and we are excited to have you join our team. As a diverse and vibrant community partner, our goal is to excel in all areas of our work, adapting to new challenges as circumstances and needs change and to provide excellent customer services to landlords, tenants, participants and partners.

Our vision and mission, along with a 2-year Agency plan and the 5-year HUD plan, guide the work that we do. To ensure our continued success, all employees need to understand and conduct their work consistent with our policies and procedures. This Handbook contains important information that you need to know about The Housing Authority, including a summary of our policies, benefits, and work expectations, and we encourage you to use it as a reference throughout your employment with us.

If you have any questions, please do not hesitate to ask either your supervisor or any Director.

Sincerely,



Vanessa Cooper, Executive Director

OUR VISION

The Housing Authority of the City of Alameda shall continue to be recognized for creatively seeking ways to expand the availability of affordable housing throughout Alameda, for caring professional staff, and excellent service provided fairly to all.

OUR MISSION

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

OUR GUIDING PRINCIPLES

- Our services, policies and staff considerations shall reflect this agency's value for inclusiveness, diversity and culturally sensitive services
- Our agency goals will be achieved by ongoing collaboration with customers and community partners

AGENCY GOALS AND OBJECTIVES

Goals and objectives are established every five years in conjunction with the Housing Authority's Agency Plan process. In addition, management utilizes a two-year work plan to guide key activities and also maintains a Strategic Plan that sets out overarching goals. Current plans, goals, and objectives are provided to new employees during the onboarding process.

PART ONE: INTRODUCTORY INFORMATION

HANDBOOK USE AND PURPOSE

This employee handbook is designed to help employees familiarize themselves with important information about the Housing Authority of the City of Alameda (hereafter also referred to as AHA, the Housing Authority, and/or the Agency), as well as information regarding their own privileges and responsibilities as employees.

It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. Also, future circumstances may require changes in the policies, practices, and benefits described in this handbook. Accordingly, AHA, upon approval by the Board of Commissioners, reserves the right to modify, rescind, supplement, or revise any provision in this handbook. While AHA will make reasonable efforts to provide employees with advance notice of any modifications or revisions to the handbook and will distribute or make available updated pages as revisions are made, advance notice of policy changes may not always be possible. Even in this event, changes to policies apply to Housing Authority employees upon their effective date, unless otherwise pre-empted by legislation. Further, the continuation of working conditions and practices not specifically authorized by resolution of the Board of Commissioners is not guaranteed by the policies in this Employee Handbook. This handbook does not create any contract of employment, express or implied, or any rights in the nature of a contract. Nor should anything in this policy be read or construed as modifying or altering the at-will relationship between AHA and those employees classified as at-will. The policies and procedures in this handbook are intended to replace all previous personnel policies, practices, and guidelines under which Housing Authority employees have worked.

Employees are expected to comply with all Agency policies. Employees who fail to do so will be subject to discipline, up to and including immediate termination.

Any questions regarding the contents of this handbook may be addressed to your supervisor or to the Director of Human Resources.

AGENCY BACKGROUND

Our Organization: The Housing Authority of the City of Alameda is a political subdivision of the State of California and its jurisdiction includes the City of Alameda. As a result of the Act of 1937, the Alameda City Council passed Resolution No. 2507 on August 6, 1940, establishing the City's need for low-income housing and a housing authority to administer such programs. The Council has appointed a Board of Commissioners to set the policies for the Housing Authority. The Board of Commissioners, usually appointed for overlapping 4-year terms, has seven members. Two of the Board members are tenant representatives and are appointed for 2-year terms by the City Council.

The AHA Executive Director is the staff person responsible to the Board of Commissioners. The Executive Director is also charged with the responsibility of carrying out Board policy and is generally responsible for the efficient administration of Housing Authority programs. The

Executive Director (and designated personnel) has the authority to enforce the policies approved and adopted by the Board of Commissioners, and has specific authority for:

- **Budget Limitations:** All operations of the Housing Authority are subject to the operating money made available by the budgets as approved by the Board of Commissioners. The continued employment of any person is therefore subject to the funds available. The Executive Director has the right to reassign duties and responsibilities and to reclassify positions as necessary for sound fiscal and operational management, within the limitations of approved operating budgets.
- **Personnel Actions:** The Executive Director has the responsibility for all personnel decisions, including but not limited to: hiring, firing, granting promotions, approving merit increases, laying off, demoting, transferring to regular status, transferring to probationary status, and approving suspension or termination of any employee occupying positions approved by the Board of Commissioners, excluding the position of Executive Director, which is a contract management position responsible to the Board of Commissioners.
- The Executive Director may choose to delegate certain administrative procedures in the Employee Handbook to the Director of HR or the Deputy Executive Director.

The Executive Director (or designee) may make temporary amendments to the Employee Handbook in two exceptional circumstances:

- To respond to a change in federal, state or local law, or
- To respond to an emergency impacting the agency as a whole (e.g., a pandemic, environmental hazard, major threat or damage to the physical building, etc.).

Any such temporary changes must be reported in writing to the Board no later than the next regular monthly Board meeting.

YOUR RESPONSIBILITIES AS A PUBLIC EMPLOYEE

Employees of a public agency have specific responsibilities beyond those of private sector employees. For example, new employees are expected to read and sign an Oath of Allegiance at the commencement of employment. Additional responsibilities are outlined below.

Responsibilities under Title VI, Section 504 and California Government Code Section 12921

Employees of the Housing Authority have specific responsibilities. With respect to any housing accommodations, facilities, services, financial aid or other benefits, the Housing Authority, its officers, trustees, directors, agents, servants, employees, successors, and all persons in active concert or participation with any of them, agree to refrain from any acts which on the grounds of race, color, religion, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, marital status, familial status, source of income, genetic information, medical condition, physical disability or mental disability, or any other category protected by law:

- Deny a person such benefits.
- Provide such benefits to a person, which are different from those provided to others.

- Subject a person to segregation or separate treatment in any matter related to such benefits.
- Restrict a person in any way from access to such benefits or enjoyment of any advantage or privilege enjoyed by others in connection with such benefits.
- Treat a person differently from others in determining whether the person satisfies any occupancy, admission, enrollment, eligibility, membership or other requirement or condition which the person must meet.
- Deny a person an opportunity to participate in the program or activity through the provision of services or otherwise provide the person an opportunity different from what is afforded others who participate.
- Deny a person the opportunity to participate as a member of a planning or advisory board, which is an integral part of the program.
- Represent because of race, color, religion, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, marital status, familial status, genetic information, source of income, medical condition or disability that dwellings are unavailable for rental when they are, in fact, available.

Guidelines for implementation of these responsibilities will be provided to all employees. Employees are required to acknowledge receipt and understanding of their responsibilities at the time of hire, and periodically throughout the course of employment.

Conflict of Interest / Misuse of Funds

The Housing Authority is committed to conducting business in accordance with its mission and high ethical standards. Central to the standard of ethical conduct is the Housing Authority's policy that employees shall have no direct or indirect interest, financial or otherwise, nor shall they engage in any business transaction or professional activity, or incur any obligation of any nature that is in conflict with the carrying out of their duties in the public interest. A conflict of interest is a situation in which an employee's personal or economic interest does or may interfere with, influence, appear to interfere or influence, or is, in the judgment of AHA, incompatible with the employee's duties and responsibilities at the Housing Authority of the City of Alameda or with AHA's general activities. A conflict may exist even if the conflict or incompatibility has no adverse impact on job performance.

All employees must follow the Housing Authority's standards of conduct as outlined in the Housing Authority's Administrative Plan and detailed later in this Handbook. All employees must report any actual, potential, or prospective conflicts of interest to their supervisor(s).

All employees are prohibited from soliciting or accepting gifts or gratuities of any value from outside parties, including, but not limited to vendors, contractors and tenants/program participants. Any gifts that are offered should be declined politely and respectfully. In some circumstances, it may not be possible to return a gift, such as a consumable item. In such cases, employees may accept the gift, but the gift giver should be advised that future gifts should not be offered. Such gifts should be provided to HR and logged. These may then either be donated by the agency to a non-profit or be made available to all employees.

In accordance with California's Political Reform Act, certain employees named in the Housing Authority's Conflict of Interest Code are required to file a Form 700 at the time of hire and on an annual basis. In some circumstances, contractors may also be required to file a Form 700.

Confidentiality

Careful custody and handling of AHA files, documents or materials (in hard copy or electronic format) containing confidential information is of critical importance to AHA and the community that we serve. Each employee is responsible for safeguarding against the theft, loss, unauthorized use or disclosure of confidential information and for following AHA's policies and procedures addressing confidentiality. Employees who have access to such information must take whatever steps are necessary to assure that AHA confidential information is handled, stored, transmitted or destroyed in a manner which will protect against loss or misuse.

All applications and records concerning any individual applying for or receiving public services that are made or kept by this Agency are confidential and are not open to examination for any purpose that is not directly connected with program administration. Except for purposes directly connected with and necessary for program administration, employees shall not publish, disclose or use any confidential information pertaining to an applicant or employee, or an applicant or recipient of our Federal Housing Programs. Confidential matters include, but are not limited to:

- Employee or client names, physical or electronic addresses, telephone numbers, social security numbers, and medical/health information.
- Information contained in employee personnel or benefits files, including but not limited to items such as records of disciplinary actions, performance evaluations, benefits application forms, beneficiary information, etc.
- Anything marked "Confidential" or "Personal", such as incoming mail, internal documents marked with these terms, etc.

Housing Authority employees are also prohibited from publishing or disclosing any list of persons who have applied for or are receiving state or federally funded public social services, whether that list is an official list or a list compiled from official sources. The Housing Authority's Confidentiality Policy provides additional and more specific guidance.

Certain positions in the agency, including all Directors, all Finance staff, and the Executive Administrative staff, have expanded access to confidential personnel and employee relations information and are designated as confidential staff.

Employees are expected to maintain AHA confidential information as confidential even after separation from the Housing Authority. Employees will return, at AHA's request at any time and/or upon termination of employment, to AHA all documents, papers, computer files or storage devices, web application passwords, or any other material in their possession that may contain or be derived from AHA confidential information.

Requests for documents or information from outside persons or entities including those that may be governed by the Public Records Act must be referred immediately to the Executive Director.

Political Activities

Public employees are expected to separate their personal political activities from activities that are sponsored by the public agency they serve. Therefore, AHA employees shall not:

- Engage in political activities during work hours.
- Use their office/employment position to influence elections or nominations, or for other political purposes.
- Solicit or receive political contributions from other employees.
- Engage in political campaigning, or solicit or receive political contributions on AHA premises or using AHA's electronic systems.
- Require or advise other employees to make political contributions.
- Use political influence in connection with their employment status.

Responsibility in a Disaster

Public employees may be called upon to become Disaster Service Workers in the event of a disaster. Supervisors will provide guidance to individual employees on how each is expected to respond.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Housing Authority of the City of Alameda to afford equal opportunity in all aspects of employment to all persons without discrimination on the basis of race, religion (including religious dress or grooming), sex (including gender, gender identity, gender expression, transgender, as well as pregnancy, childbirth, breastfeeding, or related medical conditions), national origin, ethnicity, ancestry, citizenship, age, physical or mental disabilities, color, marital status, registered domestic partner status, sexual orientation (including homosexuality, bisexuality, or heterosexuality), genetic information, medical condition (including cancer and genetic characteristics), military or veteran status, exercise of rights under the Pregnancy Disability Leave Law or the California Family Rights Act, or any other basis protected by applicable federal, state, or local law. This policy shall apply to all employees and applicants for employment, and unpaid interns, and extends to all phases of employment, including recruitment, hiring, training, promotion, demotion, transfer, discipline, discharge or layoff, rehiring, compensation, and benefits. It is the responsibility of everyone in management to ensure that equal consideration is given to all applicants and employees in personnel actions. Please see the Discrimination and Harassment policy in the Standards of Conduct section for additional information and guidance.

REASONABLE ACCOMMODATION

Absent undue hardship or direct threats to the health and safety of employee(s) or others, the Housing Authority provides employment-related reasonable accommodations to:

1. Qualified individuals with any known physical or mental disability, both applicants and employees, to enable them to perform essential job functions;
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if they so request, and with the advice of their health care provider, which may include a temporary transfer to a less strenuous or hazardous position for the duration of their pregnancy if the transfer can be reasonably accommodated;

3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
4. Employees who request reasonable accommodation to address a conflict between religious belief or observance, including religious dress and grooming practices, and any employment requirement.

REASONABLE ACCOMMODATION OF PROTECTED DISABILITIES

The Housing Authority complies with the employment-related reasonable accommodation requirements of the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (and any subsequent revisions or amendments thereto), including the interactive process to identify possible reasonable accommodations of protected disabilities. The Housing Authority is committed to taking all actions that are necessary to ensure equal employment opportunity for persons with disabilities in accordance with applicable federal, state, and local laws, using the following guidelines:

1. **Request for Accommodation.** An employee or applicant who desires a reasonable accommodation in order to perform their essential job functions should make a request, preferably in writing, to the Director of Human Resources. A form is available from Human Resources. If a request is made verbally, AHA will either request that the employee put the request in writing or document the verbal request that the employee has made. The request must identify both the job-related function(s) at issue and the desired accommodation(s). Alternatively, employees may make their request to their direct supervisor, who will be responsible for communicating the request for accommodation to Human Resources.
2. **Requests for Medical Information.** Following receipt of the request, the Housing Authority may require reasonable documentation from a health care provider of the existence of a disability and that an accommodation is necessary. The Housing Authority may also require an employee to undergo a fitness for duty examination at the Agency's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The Housing Authority may also require that an Agency-approved physician conduct the examination.
3. **Interactive Process.** After receipt of any requested reasonable documentation of disability and need for accommodation and/or fitness for duty report, the Housing Authority will arrange for one or more discussions, in person or via telephone or video conference call, with the employee or applicant. The purpose of the interactive discussion process is to work in good faith to explore fully all feasible potential reasonable accommodations.
4. **Case-by-Case Determination.** The Housing Authority determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. AHA will not provide accommodation(s) that would pose an undue hardship upon Housing Authority finances or operations, or that would endanger the health or safety of the employee or others.

COMPLAINT PROCEDURE FOR COMPLAINTS OF DENIAL OF REASONABLE ACCOMMODATION

Complaints of denial of reasonable accommodation shall be directed to the Executive Director. Applicants and employees are encouraged to bring such complaints to AHA's attention promptly, so that it can address them promptly.

The Executive Director shall investigate the complaint and make a determination regarding whether a reasonable accommodation can be provided. As part of this complaint resolution procedure, the Executive Director may require the applicant/employee and an AHA representative to meet to discuss potential reasonable accommodations and to try to agree on a specific reasonable accommodation. The Executive Director shall have the authority to determine which reasonable accommodation, if any, shall be provided. The Executive Director's decision is final and binding as to AHA's reasonable accommodation obligations.

PART TWO: EMPLOYMENT AND HIRING POLICIES

WORK ELIGIBILITY

Verification of Authorization to Work in the United States

To comply with federal law, the Housing Authority of the City of Alameda employs only United States citizens and non-citizens who are lawfully authorized to work in the United States. All employment is conditioned upon receipt, by the Director of Human Resources, of acceptable documentation establishing identity and authorization to work in the United States and completion of an I-9 form within the timeline established by the U.S. Citizenship and Immigration Services (USCIS).

Background Checks

The Housing Authority of the City of Alameda believes that hiring qualified individuals contributes to our overall strategic success, and background checks serve as an important part of the selection process. The information collected helps AHA promote a safe work environment for our current and future employees, as well as program participants and residents. Therefore, all offers of employment are made conditioned upon receipt of a satisfactory background check to verify the accuracy of the information provided by the applicant during the selection process.

The Housing Authority checks criminal history records as part of the applicant selection process for all positions. Reports received are interpreted in accordance with the Equal Employment Opportunity Commission's guidelines for consideration of conviction records in employment decisions. Unless required by law, the Housing Authority will not deny employment to any applicant solely because they have been convicted of a crime. The Housing Authority may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position sought by the applicant.

With a candidate's prior written authorization, AHA may also collect credit information on applicants consistent with the guidelines set forth by the federal Fair Credit Reporting Act

(FCRA). Credit information is generally required for finance-related and all senior management level positions.

All background checks, with the exception of employment references, are conducted by a third-party agency. The Housing Authority complies with all applicable federal, state and local laws, including fair employment practices and equal employment opportunity, when conducting background checks. All information obtained from the background check process will only be used as part of the employment hiring process and will be kept strictly confidential.

Pre-Employment Physical

A post-offer, pre-employment physical examination is required if noted on the position description. For such positions, any offer of employment, and/or continued employment will be conditional, subject to satisfactory completion of, and passing, such physical examination.

California Driver License and Insurance

All positions within the Agency require a valid California driver's license and the ability to meet the driving record requirements for coverage under the Housing Authority's "standard" auto liability policy. Such drivers, and any other drivers who will be authorized to drive an Agency vehicle, are required to sign an Authorization for Release of Driver Record Information at the commencement of employment. Assignment of driving responsibilities is conditional upon receipt of a satisfactory report from the State of California, Department of Motor Vehicles. If an applicant or employee cannot meet these requirements due to a disability or medical condition, they should notify the Director of Human Resources to discuss possible accommodations.

Should an employee who is required to drive in the performance of their duties be excluded from the "standard" automobile policy, agency liability and the impact on agency operations will be examined. Continued employment will be dependent upon the circumstances and the employee's ability to continue to perform the duties of the position without liability or unreasonable inconvenience to the agency.

Please refer to AHA's Vehicle Use and Accident Reporting Procedures for additional information.

EMPLOYEE CLASSIFICATIONS

Staff members are placed into classifications based on their job description and applicable wage/hour laws. All employees are classified as exempt or non-exempt; exemption classification may be changed only with written notification from Housing Authority Management.

- Exempt Employee: An executive, administrative, or professional employee who is exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA"). Exempt employees are not eligible for, and will not be paid, overtime.
- Non-exempt Employee: An employee (generally paid by the hour) who is eligible for overtime pay under the FLSA.

All employees are additionally classified as regular full-time, regular part-time, probationary, contract or temporary. These classifications determine eligibility for benefits, subject to the terms, conditions and limitations of each benefit program, unless otherwise stated in a contract employee's contract. With the exception of positions held by temporary employees, these positions are on the Schedule of Authorized Positions contained in the Housing Authority's budget.

- **Regular Full-Time Employee:** An employee who is regularly scheduled to work an average of 36 hours or more per workweek/72 hours per pay period, and who is not in a temporary or probationary status. Regular full-time employees are eligible for all benefit programs offered by AHA.
- **Regular Part-Time Employee:** An employee who is regularly scheduled to work fewer than an average of 36 hours per week/72 hours per pay period, and who is not in a temporary or probationary status. Part-time employees receive pro-rated benefits, where indicated, based on actual hours worked, plus any other legally mandated benefits such as workers' compensation insurance.
- **Probationary Employee:** An employee in a probationary period (see section below for definition). A probationary employee is eligible for any benefits that they would have in a regular full-time or part-time position, subject to probationary period requirements.
- **Contract Employee:** An employee working under a contract which outlines wages, benefits and working conditions of the position, and which takes precedence over any conflicting terms in the Employee Handbook. Contract employees may work on a full-time or part-time basis, and are "at will" employees, meaning that the employee or AHA may terminate employment at any time, with or without notice and with or without cause, unless otherwise stated in their contract.
- **Temporary Employee:** An employee whose employment is normally for a defined period of time or a particular project. Temporary employees are not eligible for any Housing Authority benefits or leave provisions unless required by law. Temporary employees are "at will" employees and the employee or AHA may terminate employment at any time, with or without notice and with or without cause.

CHANGES IN EMPLOYEE CLASSIFICATIONS

Changes in employee classification may occur when a significant job change occurs (for example, a promotion or a change in work hours, etc.) that is intended to last for more than four (4) months.

PROBATIONARY PERIOD

Employees are considered probationary beginning with their date of hire. Probationary employees have all the rights and privileges of regular employees **except** they may be separated from the Housing Authority without cause, without prior notice, and without the right of appeal or hearing. During the probationary period, which is considered to be the final phase of the employment selection process, performance will be carefully evaluated and a determination made regarding whether the employee's job performance is sufficient to pass

the probationary period. The fact that an employee has successfully completed the probationary period does not, however, guarantee continued employment for any period of time.

- **Duration of Probationary Period:** All appointments to a regular position will be probationary for a period of no less than 12 months. Time worked in a different class or position is not considered as part of the probationary period. AHA reserves the right, and has the sole and absolute discretion, to extend the duration of the probationary period when such an extension is determined to be appropriate and necessary.
- **Separation of Probationary Employee:** A probationary employee may be separated from employment with the Housing Authority without cause, without prior notice, and without the right of appeal or hearing. Additionally:
 1. A probationary employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted, unless the employee is discharged, or unless the former position is no longer available (i.e., the position has been filled or eliminated).
 2. A probationary employee who receives a promotion during the initial probationary period with AHA and is subsequently rejected from the promoted position will not be reinstated to the prior position but will be separated from Agency employment.

CHANGE OF POSITION

- **Transfer:** Employees may be transferred as deemed appropriate by the Housing Authority. Transfers include movement within or between departments or to different work assignments. If an employee does not have all the skills required for the position to which the employee is transferred, training will be provided. Employees have the opportunity to accept or reject a transfer. If an employee rejects a transfer determined to be in the best interest of the Housing Authority, or if the position originally held by the employee is eliminated, discharge or layoff may be necessary. Any eligible employee dissatisfied with their transfer may pursue the steps of the Grievance Procedure, outlined in the Standards of Conduct section of this Handbook.
- **Demotion:** In the event an employee is not performing their job satisfactorily or must be removed from a position, the employee may be demoted, subject to the procedures outlined in the Disciplinary Procedures section of this Handbook. Employees who are demoted are not required to complete a new probationary period, but their performance in the role in which they are demoted to will be closely monitored.

JOB DESCRIPTIONS

All employees shall be provided with copies of their job descriptions. Job descriptions are intended to present a descriptive list of the range of duties performed by employees; they are not intended to reflect all duties performed within the job, and employees may be required to

perform duties not set forth in the job description. Job descriptions may be rewritten in the event of major new job responsibilities or other significant, ongoing changes in duties.

JOB POSTINGS

The Housing Authority attempts to find the most qualified candidates to fill position vacancies. This is accomplished through a combination of internal and external recruiting. Consideration will be given to the advancement of current employees, and employees are encouraged to apply for promotions or transfers for which they feel they are qualified.

Job openings will be of two types: Promotional (in-house) or Open (the general public may apply as well as staff). Job vacancy announcements will contain information about the required qualifications and experience, as well as instructions on how to apply. Promotional job opening announcements will be sent to all staff, posted via email to current staff only, or posted on the AHA website and designated as promotional opportunities only. Open job vacancies will be advertised in appropriate internal and external recruiting sites, generally simultaneously.

The decision to post positions as promotional or open, and to fill positions from within or to hire from outside is made solely by AHA.

In-House Promotions

The Housing Authority encourages employees to apply for promotions to positions for which they are qualified. Promotions and transfers shall be based on the ability, qualifications, and potential of the candidates for the position. Employees must have attained regular status with the agency in order to be eligible for promotion (in other words, employees are not eligible to be promoted during a probationary period, whether initial or promotional), unless the Executive Director authorizes an exception. Employees who are interested in posted positions should submit an employment application prior to the closing date on the job announcement. If an employee is interested in applying for a promotion, the employee may also wish to discuss the matter first with their immediate supervisor, department head, or the Director of Human Resources. As part of the application evaluation process of internal candidates who apply for either promotional or open job vacancies, references will be obtained from current or prior AHA supervisor(s) and the employee's past performance will be reviewed and considered.

Offers of Employment

The Executive Director will approve all employment offers. Only the Director of Human Resources and the Executive Director have the authority to extend job offers. All offers of employment will be in writing.

HIRING OF RELATIVES

The Housing Authority of the City of Alameda is aware that relatives of employees or Commissioners may occasionally seek employment with AHA. The Housing Authority does not discriminate in its employment and personnel actions on the basis of marital or familial status.

Notwithstanding this policy, however, in the interest of avoiding conflicts of interest, or appearances of conflicts, the Agency retains the right to refuse to appoint a person to the same department or division where a "close relationship" to another employee has the potential for

creating adverse impact on supervision, safety, security or morale, or involves a potential conflict of interest. The Department Director is responsible for determining if such a potential for adverse action exists or not, and this determination is then reviewed and approved by the Executive Director or their designee. AHA will also utilize the following guidelines with respect to nepotism:

1. Current employees may not interview or make employment-related decisions with respect to relatives who seek employment with AHA.
2. Current employees may not supervise relatives under any circumstances.

For purposes of this policy, the definition of “close relationship” is:

- Spouse/registered domestic partner;
- Employee’s, spouse’s or domestic partner’s child (natural child, legally adopted child, or a child for whom the employee, spouse, or domestic partner has been awarded court-appointed legal guardianship) or grandchild;
- Parent, step-parent, or grandparent of employee or spouse/domestic partner;
- Brother, sister, half-brother or sister, or brother-in-law or sister-in-law; and
- Aunt, uncle, niece or nephew

When two existing employees become closely related, and a determination has been made that the potential for creating adverse impact as described above exists, the Director, in conjunction with the Executive Director (or designee) will make reasonable efforts to minimize potential problems through reassignment of duties or transfer. If the Housing Authority is unable to make an acceptable accommodation, then the two individuals will be notified that one of the employees must separate from AHA employment. The Housing Authority reserves the right to decide which employee must separate. Any such separation is not considered to be disciplinary; however, it may be appealed pursuant to the procedures outlined in the Disciplinary Procedures of this Handbook.

It is expected that all employees, regardless of any relationship status, will conduct themselves professionally in their interactions with each other and with other employees working at AHA.

WORKPLACE RELATIONSHIPS

The Housing Authority desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships in the workplace.

If a supervisor or employee in a management position becomes involved in a consensual romantic or sexual relationship with an employee that the supervisor/manager supervises either directly or indirectly, that supervisor/manager must provide notice of the relationship to the Director of Human Resources. This notice should be provided as soon as possible in order for the Housing Authority to determine whether remedial action is necessary. Remedial action includes, but is not limited to, a transfer, reassignment, demotion, or dismissal, to mitigate issues that arise from a romantic workplace relationship. A supervisor/manager’s failure to

disclose a relationship with a subordinate may lead to disciplinary action, up to and including termination.

All employees should also remember that the Housing Authority maintains a strict policy against unlawful harassment of any kind, including sexual harassment. Whenever a romantic workplace relationship implicates the Housing Authority's Discrimination and Harassment Policy, the Housing Authority will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

EMPLOYMENT OF MEMBERS OF THE BOARD OF COMMISSIONERS

To preserve the objectivity and integrity of the Housing Authority's Commission, any Commission member who wishes to apply for employment with AHA must first resign from the Commission. The State of California Fair Political Practices Commission may have additional rules on hiring of Board Members as employees.

OUTSIDE EMPLOYMENT

The Housing Authority does not generally preclude employees from holding another job during off-duty hours (i.e., those hours during which an employee is not scheduled or otherwise required to work or be on call), and will not unreasonably deny such requests, as long as employees can effectively meet the performance standards for their positions with the Agency, the outside employment does not conflict with the employee's AHA work schedule, they request approval before starting the outside employment, and there is no actual or perceived conflict of interest with any other party involved. Outside employment includes part-time, seasonal, temporary or freelance work, including self employment and "gig" work. Employees are advised to think seriously about the effects that such extra work may have on the limits of their endurance, overall personal health, and effectiveness with the Agency. AHA will hold all employees to the same standards of performance and scheduling demands, including, for certain positions, being able to respond in emergencies, and cannot make exceptions for employees who also hold outside jobs. Further, all employees, whether they hold an outside position or not, are expected to devote their full time and attention to AHA duties during work hours, and are not to use Agency resources or time for matters unrelated to their position.

Employees who wish to hold outside employment are required to submit an Application to Engage in Outside Employment form to their supervisor, for review by the Executive Director. The Executive Director will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at the Housing Authority. If the Executive Director determines such activity is compatible, or would be if any conditions or restrictions applied, they will authorize the activity and specify the conditions/restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file and/or in electronic retention records. Outside employment may not begin until it is approved by AHA. Any employee dissatisfied with the Executive Director's decision may pursue the steps of the Grievance Procedure, outlined in the Standards of Conduct section of this Handbook.

As part of the employment offer process, job applicants will be required to disclose any outside employment they propose to continue if/while employed by the Housing Authority. Such outside employment is not approved until authorization has been provided by the Executive Director as described prior.

An employee must promptly report in writing to the Executive Director any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.

Any outside employment authorization may be revoked or suspended under the circumstances listed below. An employee may appeal the revocation or suspension as provided in this Policy.

1. The employee's work performance for the Housing Authority declines; or
2. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the Housing Authority.

Under no circumstances may an employee use any Housing Authority equipment, vehicles, tools, supplies, machines, or any other item that is Agency property while engaged in any outside employment, activity or enterprise.

PART THREE: EMPLOYEE DEVELOPMENT

PERFORMANCE MANAGEMENT

Effective performance management is critical to the success of the Housing Authority as employees need to know what is expected of them in order to carry out our strategic plan and achieve our mission. Supervisors are expected to provide ongoing, timely feedback and coaching to their staff so that employees know what is expected of them and how they are performing so any issues can be addressed in a timely manner. Employees are expected to engage in dialogue with their supervisor to ensure a clear understanding of performance expectations and to identify any areas needing improvement. Employees are also provided with an input form that they may complete to provide written input into the performance review process; it is expected that all exempt staff will complete this form prior to the scheduled review meeting. Completion of the form is optional for non-exempt employees. Performance reviews also provide an opportunity to discuss professional development goals and advancement or promotional opportunities that may be available. Performance review guidelines are provided by Human Resources for supervisors and employees to follow during the evaluation process.

Supervisors are to provide performance feedback to probationary employees at least every three months until regular status is attained, with a formal, written evaluation completed six months from the date of hire and at the end of the probationary period. Thereafter, reviews are done on an annual basis, to coincide with the approximate anniversary of the employee's start date with AHA as long as the employee is actively at work. If an employee receives a promotion or has a change in position/classification, a new probationary period will begin, and

the pattern of evaluations will follow the guidelines above for probationary employees. At the completion of the probationary period, the employee's annual review date will be adjusted.

Performance reviews, signed by the employee and supervisor and reviewed by the Director of Human Resources, will be placed in the employee's personnel file. The written input form from the employee may also be included in the file at the employee's request. Employees are provided with a copy of their review and have the opportunity to provide input to and comment on it in writing within 10 business days of the evaluation. An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance review.

In the event that an employee's overall performance is rated as less than satisfactory or specific areas are identified that are in need of improvement, the supervisor should develop a written performance improvement plan for the employee. Performance improvement plans should include specific goals for improvement along with the strategies and timeline to improve performance. Supervisors should notify and work with the Director of Human Resources when any performance issues are identified that require a written improvement plan.

The failure of a supervisor to perform an employee's review as outlined above in no way alters an employee's status. Recommendations for step increases, attainment of regular status, or change of status must be made by the Supervisor and approved by the Executive Director. Supervisors may perform additional mid-term reviews and extend review periods or probationary periods as deemed necessary.

PROFESSIONAL DEVELOPMENT

The Housing Authority encourages the professional growth and development of employees through a variety of means, including in-house trainings, access to webinars, membership affiliations with professional organizations, and attendance at educational conferences, meetings or seminars. To allow the Housing Authority to plan for and provide support for these efforts, all employees should discuss development goals with their supervisor at least annually as part of the performance review process.

The Housing Authority will consider employee requests to pay for membership dues and license renewals in job-related professional organizations when those fees become due after the start of employment with AHA. Employees may make this request through their supervisor, and written approval by AHA is required prior to payment or reimbursement. Employees who wish to attend a job-related conference, meeting or seminar must also make this request through their supervisor, and obtain advance written approval, prior to payment or reimbursement for the cost of the training. Further, certain positions may require subject-specific certifications that employees must obtain by attending trainings and passing exam(s) offered in conjunction with the training. Generally, AHA will pay the cost of registration and travel for any required certification, but reserves the right to limit the number of opportunities to obtain certification should the employee not be successful in passing the exam on the initial attempt.

Detailed information about procedures for submitting professional development requests can be obtained from Human Resources.

PART FOUR: EMPLOYEE BENEFITS

Once an employee satisfies all applicable eligibility requirements, the eligible employee may participate in the Agency's benefit program that includes:

- Health, Dental and Vision Insurance
- Life, Long-Term Disability, and Accidental Death & Dismemberment Insurance
- Retirement Benefits
- Flexible Spending Account Plans
- State Disability Insurance and Paid Family Leave
- Deferred Compensation
- Employee Assistance Program
- Educational Assistance and Tuition Reimbursement
- Credit Union
- Workers' Compensation
- Unemployment Insurance

Eligibility requirements and further information concerning these benefits programs is explained below, at new employee orientation, and updated as necessary through individual meetings and communications with staff.

The Housing Authority reserves the right to change insurance plans and benefits under those plans, to change the employer share of premium payments for the plans, if any, or change the amount it pays employees who opt out of the plan(s), with or without notice, consistent with any legal obligations it may have. In general, the employer share of premiums is approved by the Board of Commissioners and communicated to employees prior to each Open Enrollment period.

The benefits described below are available to regular, full-time employees. Benefits for part-time, temporary, and contract employees may be different. Additional information is available from Human Resources.

DEFINITION FOR ELIGIBILITY

For the purposes of benefits coverage, "eligible dependents" is defined as spouse or domestic partner and eligible dependent children. The definition of an eligible dependent may be established by the insurance provider, or in the case of CalPERS, by state law, in which case AHA will follow the most stringent definition that applies. Documentation of eligible dependent status must be provided by the employee for dependents to be enrolled in any benefit plan(s) prior to enrollment.

CAFETERIA PLAN

The Housing Authority's benefits program is managed through an IRS Section 125 Cafeteria Plan for active employees. The cafeteria plan will be available to all active employees to pay for

some or all of the costs of qualified benefits as defined by law. If the cost of the employee's benefits is more than the approved contribution amount, the difference will be deducted from the employee's paycheck on a pretax basis. The monthly Cafeteria Plan dollar amount (flex benefit contribution) is determined on an annual basis and approved by the Board of Commissioners prior to open enrollment; the Commission shall approve the value of flex benefit contributions that shall be made towards 1) health insurance and, 2) dental and vision insurance. Part-time employees who are eligible for any of the benefits listed below may receive a Cafeteria amount on a pro-rata basis. With these funds, each participating employee is able to choose the following coverage:

- Health Insurance (through the State of California's Public Employees Retirement System (CalPERS))
- Dental and Vision Care Insurance

HEALTH INSURANCE

Health insurance is offered as part of the benefits package to regular, full-time employees and regular, part-time employees who regularly work 20 hours or more per week. Currently, a choice of health insurance plans is offered through the State of California's Public Employees Retirement System (CalPERS). Detailed information about plan offerings can be found on the PERS website at www.calpers.ca.gov.

The Housing Authority contributes the statutory minimum PEMHCA contribution towards employees' health care costs for employees enrolled in the Authority's CalPERS medical insurance program. Retirees enrolled in the Authority's CalPERS medical insurance program will also receive the statutory minimum PEMHCA contribution amount as provided under Housing Authority Resolution Numbers 852 and 853 and in accordance with Government Code section 22892(c).

In addition to the PEMHCA minimum contribution, current employees will receive a health flex contribution to the cafeteria plan that can only be used for health insurance and is not available to be taken in cash. See the above section on Cafeteria Plan for more information. If the cost of the employee's benefits is more than the approved contribution amount, the difference will be deducted from the employee's paycheck on a pretax basis.

Under certain circumstances, and in compliance with CalPERS and/or Affordable Care Act requirements, some temporary employees and their eligible dependents may be offered health insurance. Human Resources will provide information to affected employees. AHA shall determine the employer share of premiums, if any, it shall make for temporary employees. Any balance of premium costs is borne by the employee and shall be deducted from the employee's paycheck.

Employees may opt out of health insurance. Employees eligible for any cash-in-lieu benefit, must provide the following in order to receive the cash-in-lieu: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than

coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and AHA will not in fact make payment if the employer knows that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

DENTAL INSURANCE

Dental insurance is offered as part of the benefits package to regular, full-time employees and regular, part-time employees who regularly work 30 hours or more per week. Annually, the Housing Authority establishes the annual employer contribution to the Agency Cafeteria Plan that can be made for dental and vision insurance. If the cost of the employee's benefits is more than the approved contribution amount, the difference will be deducted from the employee's paycheck on a pretax basis.

VISION INSURANCE

Vision insurance is offered as part of the benefits package to regular, full-time employees and regular, part-time employees who regularly work 30 hours or more per week. Annually, the Housing Authority establishes the annual employer contribution to the Agency Cafeteria Plan that can be made for dental and vision insurance. If the cost of the employee's benefits is more than the approved contribution amount, the difference will be deducted from the employee's paycheck on a pretax basis.

INSURANCE CONTINUATION (COBRA)

Upon termination or other qualifying event, employees covered under a health insurance plan have certain legal rights to remain on the insurance plan at their own expense for up to eighteen (18) months (more in some cases) through benefits under COBRA. More information regarding COBRA coverage, costs, and administrative procedures is available from the Human Resources department at the time employment ends or when an employee has a question or provides notification about other qualifying events.

Employees who experience a qualifying event must provide written notice within 60 days after the qualifying event occurs to Human Resources. This written notice must include the name of the employee, the type and date of qualifying event, the name of the insurance plan, and the names of the individual(s) eligible for COBRA. In particular, for your dependents to be eligible for COBRA continuation coverage, you must inform us if:

- You and your spouse experience divorce or legal separation
- A dependent child loses eligibility for coverage as a dependent child

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

Regular employees who work 30 or more hours per week are eligible for a basic life and accidental death and dismemberment insurance benefit paid for by AHA. Coverage is currently 1.5 times annual salary up to a maximum of \$100,000. Additionally, employees may elect voluntary life insurance coverage at their own expense for themselves, their spouse/partner and/or dependent children at their own expense. The cost of premiums for the employee only may be paid on a pre-tax basis; dependent coverage must be paid for on an after tax basis. AHA does not make any contribution towards voluntary life insurance premiums.

Voluntary life insurance may only be elected at the time of hire or during open enrollment and, depending on the amount requested and election date, may be subject to medical underwriting and approval by the insurance company.

LONG TERM DISABILITY INSURANCE

Regular employees who work 30 or more hours per week are eligible for long term disability insurance benefits paid for by AHA. The current benefit amount is 66.67 percent of salary (maximum payment \$7,000 per month), subject to a waiting period and age restrictions.

PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

All regular, full-time employees are eligible to become members of CalPERS, a defined benefit retirement pension plan for public employees in California. Other categories of employees may be eligible for membership in CalPERS. Please contact Human Resources if you have questions about your eligibility.

Employees enrolled in CalPERS are required to make a pre-tax retirement contribution to CalPERS through payroll deduction; contribution rates are set by CalPERS and are dependent on the employee's membership status (i.e., classic or new member). Additional information about PERS is available from Human Resources or can be found at the CalPERS website: www.calpers.ca.gov.

FLEXIBLE SPENDING ACCOUNT

All regular employees who work 30 or more hours/week may enroll in the Housing Authority's flexible spending account ("FSA") program, which allows employees to set aside pretax dollars to be used for eligible medical, dependent care, or transit expenses that qualify under rules established by the IRS. For information about current annual election limits and a comprehensive list of reimbursable expenses, please review the FSA materials provided by Human Resources.

STATE DISABILITY INSURANCE (SDI)

The law requires that a small percentage of each employee's wages be deducted each pay period for State Disability Insurance ("SDI"). SDI, which is administered by the State of

California's Employee Development Department (EDD), provides for partial replacement of wages lost because of a non-work related accident or illness.

For employees who apply and qualify, SDI benefits, which are paid by the State, begin after the seventh day of illness or accident. Eligible employees will be paid a percentage of their regular earnings for a maximum period provided by law.

It is the employee's responsibility to notify the Director of Human Resources when a claim for disability compensation has been filed, and to provide proof of compensation from EDD. Information and claim forms can be obtained from the local EDD office or the EDD website: <http://www.edd.ca.gov/disability>.

PAID FAMILY LEAVE (PFL) INSURANCE PROGRAM

Housing Authority employees are also covered under the state-administered Paid Family Leave (PFL) insurance program. PFL is an employee-paid benefit that provides partial wage replacement when an employee is taking approved time off work to care for a seriously ill parent, child, or spouse/registered domestic partner, sibling, grandparent, grandchild, or parent in-law, or to bond with a new minor child.

While the state may grant PFL benefits when an employee is taking leave to care for a sibling, grandparent, grandchild, or parent in-law, please note that employees are not eligible to take Family/Medical Leave under FMLA for these situations, but may be eligible for CFRA leave. Employees who wish to request a leave of absence to care for a family member should contact Human Resources regarding available leave options.

Up to eight weeks of PFL benefits may be paid in a 12 month period. EDD determines eligibility for benefits, and per EDD, there is no waiting period before PFL benefits begin. Information regarding eligibility and claim forms are available from the local EDD office, from the EDD website at: <https://edd.ca.gov/disability/paid-family-leave/>, or by calling 1-877-238-4373.

DEFERRED COMPENSATION (457 AND ROTH IRA)

Any full-time employee is eligible to defer a portion of their compensation on a pre-tax or after-tax (Roth) basis by participation in a Section 457 deferred compensation plan and/or a Roth IRA. Section 457 contributions may be made on a pre-tax or after-tax basis, while Roth IRA contributions are made on an after-tax basis. Contributions for both types of plans may be made through regular payroll deductions. Contributions are voluntary; there are no employer contributions. See Human Resources for additional details.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Housing Authority's Employee Assistance Plan (EAP) is designed to provide confidential assistance to full-time employees by providing professional consultation, assessment, and referral. The EAP is available to employees and their families at no charge. Contact Human Resources for more information.

EDUCATION ASSISTANCE AND TUITION REIMBURSEMENT

The Housing Authority may reimburse employees who voluntarily take educational courses that may benefit their job performance or provide preparation for promotional opportunities. The Executive Director and Department Director will make the final determination on requests for reimbursement. The current maximum amount available per employee per calendar year is \$1500. The Executive Director will set the amount annually, dependent on the availability of sufficient funds.

To be eligible for education assistance, the education and training must be:

1. Related to the employee's occupational area or of demonstrated value to AHA;
2. Through an accredited educational institution/program and is a required course for a degree or certificate program; and
3. Completed during the employee's own time.

An employee who applies for education assistance must have completed the initial probationary period, demonstrate satisfactory performance, and may not have had any documented disciplinary action, at a written warning or higher level, taken against them during the one year period prior to application. To apply, the employee must submit a written request to their supervisor outlining the type of degree or certificate program, anticipated date of completion, course of study and planned classes, and projected program cost, including tuition, academic fees, and books.

Reimbursement, if approved, shall be made when the employee completes the course or training, and receives a passing grade of C or better or passing certification requirements. Costs for programs of study that extend beyond one year may be submitted on an annual basis. Expenses must be validated by receipts, and a copy of the final transcript or certification must be presented. Reimbursement will be restricted to registration fees for tuition costs and books listed in the course description that are required to complete the class or course. No reimbursement shall be made for late fees, parking fees, or any electronic equipment.

If an employee voluntarily terminates employment with the Housing Authority and received tuition reimbursement assistance, they will be required to reimburse the Housing Authority in full for any tuition assistance received during the last six months prior to their departure.

CREDIT UNION

Housing Authority employees may be eligible to join a credit union; please see Human Resources for more information.

WORKERS' COMPENSATION

The Housing Authority carries Workers' Compensation insurance coverage as required by law to protect employees who are incapacitated by injury or illness arising out of their employment. This insurance provides qualified employees with medical, surgical, and hospital treatment in

addition to payment for loss of earnings that results from work related injuries or illnesses. The cost of this coverage is paid completely by the Housing Authority.

Injuries, regardless of how minor, must be reported immediately to a supervisor. The employee will be required to complete a Housing Authority incident report form as soon as possible, and is provided with the "Employees Report of Injury" (DWC1) within one day of the injury. When medical treatment is required, the employee will go or be taken to Concentra Medical Center, Kaiser On-The-Job Center or another care center approved by the workers compensation insurer, or after hours to the closest hospital (as posted in each work area), unless the employee has a written Predesignation of Personal Physician form which has been signed by the Physician on file prior to injury.

The Agency shall continue wages for time needed for the employee to attend the first visit for a work injury, plus reasonable travel time (e.g., travel to/from the nearest Concentra or Kaiser Center). For subsequent visits or treatments for a work injury, employees must use their paid leave balances for any time away from work.

UNEMPLOYMENT INSURANCE

When an individual's employment terminates, they may be eligible to receive unemployment compensation. This State-provided insurance provides a weekly income for qualifying individuals who were subject to involuntary termination or lay off. The amount of compensation varies with the individual because it is based on earnings. A claim must be filed with the State by the terminating employee in order to collect this benefit.

MEDICARE

All employees contribute to Medicare, with a deduction made from each employee's gross earnings in accordance with the law. The Housing Authority contributes an amount equal to that paid by each employee.

SOCIAL SECURITY AND PARS

The Housing Authority of the City of Alameda **does not** participate in Social Security; retirement contributions are made solely through CalPERS. Employees who are not eligible for membership in the CalPERS retirement program are enrolled in PARS (Public Agency Retirement Services) instead. Contact Human Resources if you would like additional information about PARS.

VACATION – ACCRUED LEAVE PAY OUT

The Executive Director, with the approval of the Board of Commissioners may establish an accrued vacation pay out program. The plan will comply with all State, Federal, and IRS regulations.

PART FIVE: PAID TIME OFF

VACATION LEAVE

The Housing Authority provides paid vacation time to regular full-time employees and part-time employees so that they may take time off to relax, recuperate and recharge.

Time off is approved based on the employee having available accrued leave at the time of the leave. If the employee does not have sufficient available leave at the time of the absence, then AHA may rescind the approval and/or ask the employee to resubmit for a shorter period for which they have accrued leave. Employees are responsible for monitoring their own leave balances to ensure they have adequate leave accrued. Staff are not eligible to take unpaid leave for such absences, unless they have received Executive Director approval in writing.

Accrual

Vacation leave is earned by eligible full-time regular employees in accordance with years of service. Vacation credit is accrued to each eligible employee beginning with the first day of regular employment up to a maximum yearly accrual according to the following schedule:

MAXIMUM VACATION ACCRUAL					
Years of Service	Paid Days of Vacation	Years of Service	Paid Days of Vacation	Years of Service	Paid Days of Vacation
1 through 4	10	12	18.5	19	22
5	15	13	19	20	22.5
6	15.5	14	19.5	21	23
7	16	15	20	22	23.5
8	16.5	16	20.5	23	24
9	17	17	21	24	24.5
10	17.5	18	21.5	25 or more	25
11	18				

The Executive Director may grant an increase in the annual maximum accrual up to a total of 20 working days of vacation with pay upon employment to recognize previous applicable experience. The employee shall continue to earn an additional 0.5 working days of vacation per year for every year completed up to the maximum accrual of 25 days.

Employees hired after February 17, 2022 who are granted a higher amount of leave than in the table above do not receive the additional 0.5 working days of vacation per year until such time as their regular rate of accrual catches up to the amount granted.

Regular part-time employees will accrue a pro-rata leave balance based upon actual hours worked. No other classification of employees earns paid vacation time.

Employees on Leave without Pay status do not earn vacation leave. Employees who are on paid leave will continue to earn vacation leave, though the amount earned will be prorated based on the number of hours the employee is being paid by AHA from the employee's accrued leave.

The cap for accrued vacation is 250 hours for all employees.

As an exception to the above vacation cap reduction policy, employees hired on or before January 1, 2019 and all Director positions shall have a permanent vacation accrual cap of 350 hours. The Executive Director may have a separate cap set in their contract.

Scheduling

For newly hired probationary employees vacation time can be taken after the first day of employment. AHA reserves the right to extend the probationary period for any long-term vacations.

All vacation time must be requested and approved in advance through the electronic timekeeping system and according to the guidelines below:

<u>Amount of Vacation Leave Requested</u>	<u>Advance Notice Required</u>
2 days or less	2 business days
3 or 4 days	5 business days
5 days or more	10 business days

The only exceptions to the above will be when time off is required for unforeseen or emergency circumstances and around highly requested holiday periods (i.e. 4th of July, Thanksgiving, and Christmas) . Due to the impact of unplanned time off on Agency operations, supervisors may require documentation of the need for unforeseen or emergency leaves, particularly when this occurs frequently or an employee has a pattern of poor attendance.

All approvals for vacation leave requests are subject to the availability of adequate leave at the time of leave usage. Employees are not generally entitled to time off without pay unless authorized by law, Housing Authority policy, or by authorization of the Executive Director. Accordingly, employees who do not have adequate vacation leave available for their approved time off may be required to modify the request to conform with the employee's available balance of vacation leave or cancel their requests. Employees are encouraged to plan ahead and monitor their leave balances to ensure they have enough paid leave to cover any planned time off.

Vacation leave will be scheduled at times mutually convenient to the Housing Authority and employee. Employees are encouraged to submit their requests as early as possible; requests for vacation leave will be considered up to 12 months in advance and are generally handled on a first come, first served basis. However, to facilitate scheduling during periods when it is anticipated that multiple employees may request time off (e.g., 4th of July, Thanksgiving, or December holiday periods), AHA may, at its sole discretion, notify employees of a designated timeframe that requests for these times must be submitted for consideration. In the case of conflicting requests, the supervisor will talk with the employees to try to work out a mutually-agreeable arrangement. If that cannot be done, priority for leave will be based on seniority.

Department Directors may establish separate guidelines for the number of employees and types of positions that can be on vacation concurrently to ensure adequate coverage of their department's work functions.

Requests to cancel vacation leave of five days or more must be submitted no less than three business days in advance of the date that the leave was to commence, and must be approved by the employee's supervisor. The supervisor and/or the Agency reserve the right to require an employee to use requested vacation leave, particularly in cases where other staffing arrangements have been made to cover the employee's time off.

Sick Leave During a Scheduled Vacation Period

An employee who is ill or injured while on vacation may be able to use accumulated paid sick leave, if any, instead of paid vacation upon presentation of satisfactory medical documentation to their supervisor.

Payment

The Housing Authority does not make any advance payments of vacation time (i.e., employees will not be paid for vacation time before it is accrued). AHA strongly recommends that employees arrange for direct deposit of their pay checks so that vacation pay that is requested in advance through the timekeeping system can be automatically paid and deposited. No responsibility can be taken by AHA for live checks provided to an employee.

Vacation Pay at Termination

Upon termination of employment, employees will be paid at their regular, final, rate of pay for any accrued and unused vacation at the time of separation, and will be paid on the next regular pay date.

HOLIDAYS

The Housing Authority provides 11 paid holidays for full-time employees. The Housing Authority observes the following holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day and following Friday	Christmas Day

Each year, the Housing Authority will publish a calendar of holidays and office closures for the following year, including alternate holidays for those employees whose flex day falls on a holiday. If a particular holiday falls on a Saturday, the preceding Friday shall generally be observed. If the holiday falls on a Sunday, the following Monday shall generally be observed. All regular full-time employees are provided a paid day off for each holiday up to the number of

hours they are regularly scheduled to work on that day. Part-time employees who are regularly scheduled to work on a holiday will be paid for that holiday up to the number of hours they are regularly scheduled to work. No other classification of employees is eligible for holiday pay, unless otherwise specified.

If a non-exempt employee is scheduled or required to work on a Housing Authority observed holiday, the employee will be paid for the holiday. In addition, non-exempt employees will receive time and one-half in pay for all hours worked on such holiday. Employees on vacation at the time a holiday occurs will not have that day counted as vacation pay, but will instead receive holiday pay as described above.

FLOATING HOLIDAYS

Floating holidays allow employees to have additional paid leave to cover absences for personal reasons such as religious observances or to supplement vacation, sick and holiday leave. All regular full-time employees and probationary employees for whom January 1 falls after their hire date receive three and one-half days (28 hours for employees on a 40 hour-based workweek, 26.25 hours for employees on a 37.5 hour-based workweek) on January 1 of each year that they may request to use between January 1 and December 31. Regular part-time employees will be granted floating holiday hours pro-rated based on the percentage of time they are regularly scheduled to work, and on the schedule described above. No other classification of employees receives floating holidays.

If an employee is on a leave of absence, whether paid or unpaid, on January 1, floating holiday hours are not granted until the employee returns to active status.

Employees may carry over unused floating holiday hours to subsequent years. However, employees cease earning floating holiday hours beyond a maximum of three and one-half days, or their pro-rated hours, as defined above based on employment status and workweek hours. In the succeeding year, employees will receive on January 1 only the number of floating holiday hours that will bring their total to the appropriate maximum as defined above.

Guidelines for requesting floating holiday use are the same as those described for vacation leave above.

Upon termination of employment, employees will be paid for any unused floating holiday hours at their rate of pay at the time of separation, and will be paid on the next regular payroll date.

Floating Holidays and New Probationary Employees

Employees who are otherwise eligible for floating holidays and are initially hired during a calendar year receive a floating holiday allocation at the time of hire that is prorated for the remainder of the calendar year based on the hire date. Eligible employees may request to use floating holiday leave on or following the day that it is received, including during any period of their probationary period that falls in the calendar year in which they were hired.

SICK TIME

Paid sick leave is a benefit provided to protect employees in the event of their own, or a family member's, illness, injury, or other medical emergency. AHA will not tolerate abuse or misuse of an employee's sick leave.

Accrual

Paid sick leave shall be accrued by full-time and probationary full-time employees at the rate of 7.5 hours (8 hours for maintenance workers) per month worked. Part-time employees will accrue sick leave on a pro-rata basis, based on the employee's scheduled work hours. Sick leave is not accrued to employees on Leave without Pay status. Accrual of paid sick leave will continue to employees who are on a paid leave status, though accrual is prorated based on the number of hours the employee is being paid by AHA from the employee's accrued leave.

Temporary employees, whether full-time or part-time, shall be provided with five (5) days (40 hours) of sick time at the time of hire, and on January 1 of each year. Temporary employees may not use sick time until their ninetieth (90th) day of employment.

Regular employees' accrued, unused sick time may be carried over from one year to the next, and, unlike vacation time, there is no limitation on the amount of sick time a regular employee may accrue. Sick time balances for temporary employees will not be carried over from year to year.

Sick Time Use

Employees may use their accrued paid sick leave for any one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member:
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis)
 - Spouse or Registered Domestic Partner
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child)
 - Grandparent
 - Grandchild
 - Sibling
 - Employees may also request sick leave to care for a designated person identified by the employee at the time of the sick leave request to the extent permitted by

AB 1041. Employees are limited to one designated person per 12-month calendar year period for paid sick leave use.

- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Eligible new regular employees may use accrued sick time during their probationary period, beginning on their hire date, and may use paid sick time as soon as it accrues.

When a Housing Authority-paid holiday occurs while an employee is absent from work on authorized paid sick leave, no deduction will be taken from the employee's accumulated sick leave balance.

If sick leave is exhausted, regular employees who are not on leave of absence are required to use vacation and/or floating holiday leave to the extent necessary to bring their pay to an amount equivalent to their scheduled work hours. (See Part 6: Unpaid Time Off and Leaves of Absence for additional information related to leave usage during a leave of absence).

Notification

An employee unable to report to work because of an illness or injury must provide notification no later than one-half hour after the start of the employee's scheduled workday by calling the Absence Reporting Line at 1-510-649-5529. Notification must be provided on each additional day of absence, except in cases where the employee is on an approved leave of absence or has provided documentation of the need to be off work for a specific period of time.

When an employee knows in advance of the need for sick time use, i.e., for scheduled medical/dental appointments or procedures, sick leave must be requested in advance through the electronic timekeeping system.

Health Care Provider's Certification

Employees who are absent for more than five work days in the calendar year due to their own illness or injury are required to provide a doctor's statement certifying that the employee may safely return to work on the next consecutive day. However, the Housing Authority may

require a health care provider's note to substantiate the medical need for an absence from work of any duration, including for medical/dental appointments, particularly when an accumulation of absences seems to establish (in the supervisor's judgment) a problematic use of sick time. In no event, however, shall an employee be required to provide substantiation for the use of sick leave for the first five days of sick leave used during any calendar year that involves the illness of the employee or their family member.

All employees, including temporary employees, who use paid sick leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

Coordination of Benefits

If there is an extended absence, the employee is encouraged to apply for any other available compensation and benefits for which they may be eligible. The paid sick leave benefit is coordinated with any payments that the employee is eligible to receive, e.g., State Disability Insurance (SDI), Paid Family Leave (PFL), workers' compensation, or other such paid benefit, such that the employee does not receive more than 100 percent of their regular pay while on leave.

Payment

The Housing Authority does not make any advance payments of sick time (i.e., employees may not use sick time before it is accrued).

Sick Leave at Termination

No payment is made for accrued, unused sick time upon separation or at any other time. However, regular employees who are rehired within 12 months from their date of separation shall have their sick leave balance at the time of separation reinstated. Temporary employees who are rehired within 12 months from their date of separation also shall have their sick leave balances reinstated and each will be provided with three days of sick time, as described above, up to a combined maximum of six days of sick time. A temporary employee who worked at least 90 days in the initial employment with the Agency may immediately use reinstated sick leave. A temporary employee who had not worked 90 days in their initial employment period with the Agency must work the remaining amount of the 90 day-qualifying period before becoming eligible to use accrued sick leave.

Employees who retire directly from AHA are eligible, under the Agency's contract with CalPERS, to receive credit in the form of additional service time for a portion of any accrued sick leave balance they have at the date of separation. Please visit the CalPERS website or see Human Resources for more information.

JURY DUTY/WITNESS LEAVE

Any employee who is summoned to serve jury duty, or subpoenaed or ordered by a judge to appear as a witness in court (other than as a litigant) will be granted paid time off for the duration of the jury duty/witness service for a maximum of two weeks on any occasion that the

employee is required to physically be present in court. If additional jury duty leave is required beyond the two-week period, leave shall be provided as unpaid time off, and the employee serving jury/witness duty may elect to use any accrued paid vacation and/or floating holiday time during the unpaid portion of the leave.

The employee must submit a copy of the official summons or subpoena to their supervisor upon receipt and at least five calendar days prior to the beginning date of such duty or service. Proof of attendance from the court will be required in order to receive jury/witness duty pay. When an employee is excused from jury or witness duty in time to report for at least one-half of their regularly scheduled shift, the employee is required to report for duty.

Public employees are not entitled to court compensation except for mileage reimbursement for any portion of jury duty that is paid by the employer. Thus, an employee must remit to the Agency any pay received as juror fees or witness fees during any Agency-paid portion of leave. Mileage reimbursement may be retained by the employee.

BEREAVEMENT AND FUNERAL LEAVE

Bereavement Leave

In the event of a death in the employee's immediate family, an employee who has worked for at least 30 days before the leave commences may request up to five working days off per occurrence. Paid bereavement leave under this policy is limited to a maximum of eight paid bereavement days per calendar year, with no more than four paid days per occurrence. Employees who request the fifth day are required to use accrued sick, vacation or floating holiday leave for the time off; employees may request unpaid leave if accrued paid leave balances are not sufficient for the requested time off. Time off for bereavement beyond two occurrences per calendar year is not eligible for AHA-paid bereavement leave but employees may request to use accrued sick, vacation or floating holiday leave, or may request unpaid leave if accrued paid leave balances are not sufficient for the time off. Regular part-time employees may be granted bereavement leave pro-rated based on the percentage of time regularly scheduled to work.

Bereavement leave must be completed within 3 months of the date of death, and may be taken intermittently or all at one time. If the leave is taken later than 2 weeks after the day of death, the usual advance notice periods for time off are required. Bereavement leave does not apply if the death occurs while the employee is on leave without pay.

For this section, "immediate family" is defined as parents, siblings, spouse or domestic partner, children, parent-in-law, grandparents, grandchildren, children of domestic partner, step-parents, step-children, or step-siblings, where there is a child-rearing relationship. Employees who wish to request time off for bereavement purposes for individuals not covered by the definition of "immediate family" must request vacation or floating holiday leave following AHA's policies for use of those leaves.

In order to qualify for bereavement pay, the employee will be required by AHA to provide documentation of the death within 30 days of the first day of the leave. The documentation includes, but is not limited to, a death certificate, a published obituary, or a written verification of death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Funeral Leave

With supervisory approval, a full-time regular employee may be granted up to four hours of paid funeral leave to attend the funeral of a co-worker or former co-worker. Part-time employees may be granted time off as a personal leave without pay.

TIME OFF TO VOTE

The Housing Authority encourages its employees to fulfill their civic responsibilities by voting in elections. Generally, the polls are open for several hours in the morning and evening after regularly scheduled work hours. Accordingly, the Housing Authority expects employees to make every effort to vote either before or after work hours. However, if the employee does not have sufficient time before or after work to vote, the Housing Authority will provide up to two hours off to vote, without loss of pay, provided the employee gives at least two (2) working days' advance notice, in writing, of the need. AHA reserves the right to require time off to vote to be taken at the beginning or end of the employee's shift.

PART SIX: UNPAID TIME OFF AND LEAVES OF ABSENCE

Unless authorized by law, Housing Authority policy, or by authorization of the Executive Director, employees are not entitled to leave of absence or time off without pay. The Housing Authority may provide unpaid leaves of absence to employees in a variety of circumstances. Employees who are considering requesting a leave of absence are encouraged to meet with the Director of Human Resources as early as possible to discuss the details of the leave and to coordinate the integration of benefits and payroll.

Employees may request a leave of absence without pay for a qualifying personal or family illness, qualifying exigency arising from a call to active duty, or justifiable personal or other reasons. "Without pay" means that AHA will not pay for time on leave except for available vacation, floating holiday, and/or sick leave that the employee concurrently uses consistent with this policy. Additionally, if the employee is in a paid leave status (due to concurrent use of accrued leave), any Housing Authority-paid holidays that fall within the leave period will be paid as holidays. Any holiday that occurs after all paid time off benefits have been exhausted will be without pay. Unless required by law, employees on any type of unpaid leave do not accrue additional benefits such as vacation, sick leave, holiday pay, increases in salary, or fringe benefits. Generally, no seniority shall accrue during any unpaid portion of the leave.

The Following General Information is Applicable to All Unpaid Leaves

REQUESTS FOR LEAVE

As soon as an employee learns of the need for a leave of absence, the employee should submit a written request for leave to their supervisor and provide a copy to Human Resources. If the need for the leave is foreseeable, employees are required to provide at least 30 days' advance notice. Approval of the leave may be delayed if timely notice is not provided. If the employee learns of the need for leave less than 30 days before the leave is needed, the request must be made as soon as possible.

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. A non-exempt employee who fails to timely notify the supervisor of any absences as required by this policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence.

INTEGRATION OF BENEFITS

If an employee on leave is receiving State Disability Insurance ("SDI") or Paid Family Leave ("PFL") or Workers' Compensation benefits, and the employee has not exhausted their accrued paid benefits with the Housing Authority, AHA will generally integrate the outside paid benefit with the employee's accrued paid benefit (to the extent permitted by law) so that total compensation for the pay period does not exceed the employee's regular wages.

Employees on approved leaves under this section, who receive SDI, PFL, or Workers' Compensation benefits, must promptly notify Human Resources of the dates and amount of payment(s) so that AHA can make arrangements for integration. In the event of overpayment, the employee must repay the agency within 14 days, unless an alternative schedule is approved by the Executive Director.

MEDICAL CERTIFICATION

Human Resources will notify the employee if medical certification is required for a requested leave to be approved. If the reason for leave is the employee's own injury or illness, medical certification of the employee's ability to return to work, with or without reasonable accommodation, at the conclusion of the leave is required before the employee will be permitted to return.

COMMUNICATIONS DURING LEAVE

Employees on leave must provide a report of their status and intent to return to work to the Director of Human Resources or, in their absence, the Human Resources Manager, every two weeks. Employees are required to respond promptly to requests from HR while on leave. Information will be sent to employees via their personal email, and employees will be asked to provide their contact information prior to leave. If contact information changes, employees must immediately contact HR.

RETURNING TO WORK

When applicable, an employee returning from approved leave will return to the original job held when the leave commenced, or to an equivalent job with equivalent pay and benefits. An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously working.

The Housing Authority's actions upon failure to return to work will be based upon the reason the employee does not return, as outlined below:

- If an employee fails to return to work after their leave entitlement has been exhausted or expires, the AHA shall have the right to recover its share of health plan premiums for the entire leave period and proceed with termination, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or their family member that would entitle the employee to leave or because of circumstances beyond the employee's control.
- If upon return from leave an employee is unable to perform the essential functions of their job because of a physical or mental disability, the Housing Authority will engage in the interactive process with the employee to identify a potential reasonable accommodation(s). The employee will not be allowed to return to work until a reasonable accommodation is implemented or the employee is otherwise able to perform the essential functions of their position with or without reasonable accommodation.

CONCURRENT RUNNING OF LEAVES

If an employee is on a leave that qualifies under more than one law (e.g., leave for a serious health condition under the FMLA/CFRA that is also a Workers' Compensation injury; pregnancy disability leave that is also a serious health condition under the FMLA), the leave time will run concurrently to the extent permitted by law.

PROBATIONARY STATUS DURING LEAVES

If an employee is on an approved leave of absence of any length or on unpaid leave for greater than 40 hours in total during the initial probationary period or any subsequent probationary period due to a change in position, an amount of time equivalent to the time the employee was on the leave of absence and/or unpaid leave shall be added to the probationary period to allow the Agency sufficient time to evaluate the employee's performance. Should this occur, the employee's anniversary date will be reset accordingly.

UNPAID LEAVES

The most common types of unpaid leaves are described below. Please see Human Resources for additional information about any leaves of absence, or if you have a need for leave that is not covered by the descriptions below.

Reproductive Loss Leave

The Housing Authority will provide reproductive loss leave for eligible employees in accordance with State law.

Employees who have worked for the Housing Authority for 30 days are eligible to take up to five (5) days of unpaid leave per “Reproductive Loss Event,” which means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. While the AHA does not require that employees use their leave accruals, staff may choose, at their request, to use their own accrued leave.

The following definitions apply regarding a Reproductive Loss Event:

- “Failed adoption” means the dissolution or breach of an adoption agreement with the birth parent or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- “Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Reproductive Loss Leave must be completed within three (3) months of the date of the Reproductive Loss Event and may be taken intermittently or all at one time. However, if the employee is on California Family Rights Act leave, Pregnancy Disability Leave, or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the end date of the other protected leave. An employee may elect to use accrued paid leave, such as sick leave, floating holidays, or vacation leave, as applicable.

If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the Housing Authority will provide Reproductive Loss Leave of up to twenty (20) days within a 12-month period.

The Housing Authority will maintain the confidentiality of any employee requesting Reproductive Loss Leave, and the Housing Authority will not disclose such information other than to internal personnel on a need to know basis, or as required by law.

Family/Medical Leave under the Family and Medical Leave Act and the California Family Rights Act (“FMLA”/“CFRA”)

The Housing Authority will provide family and medical care leave for eligible employees as required by state and federal law. Rights and obligations that are not specifically set forth below are provided for in the regulations implementing the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). To the extent allowed under the law, FMLA leave runs concurrently with, and is not in addition to, the leave entitlements provided by the CFRA. Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA’s job restoration or maintenance of health benefits provisions.

Eligibility and Leave Duration

Eligible employees, defined as those who have at least one year of service with the Housing Authority, and who have worked at least 1,250 hours in the 12 month period before the date the requested leave will begin, may request an unpaid, job-protected leave of up to 12 workweeks in a 12-month period for any of the following reasons:

- For incapacity due to pregnancy or prenatal care (FMLA leave only; see also Pregnancy Disability Leave);
- Under the FMLA and CFRA, leave is permitted to care for the employee’s child after birth, or following placement for adoption or foster care (“baby bonding”) within one year of the birth or placement;
- Under the FMLA and CFRA, leave to care for a child, parent, or spouse who has a serious health condition;
- Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
- Under the CFRA only, leave is permitted to care for a designated person who has a serious health condition. In this section, a designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. In accordance with AB 1041, AHA shall limit an employee to one designated person for which CFRA leave may be used per 12-month period, using the same period as that which is used to define CFRA eligibility, and the employee may make the designation at the time of the request for CFRA leave. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
- Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of their position. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider;

- Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, child, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation;
- Under the CFRA only, leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA; or
- Under the FMLA, leave to care for a spouse, child, parent, or “next of kin” who is a covered service member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces; or who is a veteran who was discharged or released within the past five years and is undergoing medical treatment, recuperation or therapy for a serious injury/ illness. The injury or illness may constitute an exacerbation of a pre-existing condition and may also manifest itself before or after the member became a veteran. This leave can run up to 26 weeks of unpaid leave during a single 12-month period;
- To care for the employee’s child after birth, or following placement for adoption or foster care (“baby bonding”) within one year of the birth or placement;
- For the employee’s serious health condition that makes the employee unable to work at all or unable to perform the essential functions of their position (FMLA/CFRA); or
- To handle “qualifying exigencies” arising out of the fact that the employee’s spouse, registered domestic partner, child, or parent is on covered active duty, or is called to active duty, in support of contingency operations as a member of the Armed Forces, including the National Guard or Reserves. The general categories of “qualifying exigencies” include: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, additional activities, and parental care arrangements. (FMLA/CFRA)

The 12-month period shall be a rolling 12-month period measured backward from the date leave is taken. It is continuous with each additional leave day taken.

Additional guidelines for leave duration include:

- **Minimum Duration of Leave:** If leave is requested for the birth of a child, or for adoption or foster care placement of a child with the employee, the basic minimum duration of such leave is two weeks. This leave must be concluded within one year of the birth or placement of the child. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks’ duration (but for at least one day) on any two occasions.
- **Parents Both Employed by AHA:** Under the FMLA, if both legal parents are employed by AHA and are entitled to leave, the parents will be limited to a combined total of 12 workweeks of leave in a 12-month period. However, under the CFRA, if both legal

parents are employed by the AHA and are entitled to leave, each parent is entitled to take 12 workweeks of leave during any 12-month period.

- **Parents Both Employed by AHA:** If both parents of a covered servicemember are employed by the Agency and are entitled to leave to care for a covered servicemember, the parents will be limited to a combined total 26 work weeks during the 12-month period.

Coordination of Accrued Leave and Benefits

To the extent permitted under the law, the Housing Authority requires employees to substitute paid leave accruals while on an FMLA or CFRA leave. State Disability Insurance (SDI), Paid Family Leave (PFL), Workers Compensation benefits, and Long Term Disability (LTD) benefits may be coordinated with accrued leave so that an employee receives up to full pay. Once accrued paid benefits are exhausted, the remainder of leave, if any, is unpaid.

Generally, employees taking FMLA/CFRA leave must use accrued paid sick (if applicable), floating holiday, and vacation time during the leave. The exceptions to this are:

- Employees on FMLA/CFRA leave for their own serious health condition and who are receiving temporary disability benefits (SDI) or workers' compensation benefits may elect to use their paid leave to supplement their disability benefit up to an amount that, when combined with the disability benefit, does not exceed their regular pay for the pay period.
- Employees taking leave to care for a family member, including a designated person under CFRA under AB 1041, or for baby bonding are required to use accrued vacation or floating holiday leave. They are not required to use accrued sick leave, but may elect to do so, and may elect the order in which accrued leave is used.
- Employees on FMLA leave due to pregnancy disability may elect whether or not to use floating holiday or vacation time during the leave.

Insurance Coverage

- **Group Health Insurance During Unpaid Leave:**

Employees on FMLA/CFRA leave retain their employer-paid group coverage (i.e., health, dental, vision, life and AD&D, and long-term disability insurance) up to a maximum of 12 weeks in a rolling 12-month period under the same terms applicable before the employee takes leave.

- **Payment of Premiums:**

An employee may elect to continue coverage of other, voluntary benefits for which the employee is responsible for paying the entire premium, (e.g., voluntary life and AD&D insurance), so long as they continues to pay the entire cost of the premium(s) while on leave. Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using their paid leave) or direct payments (if the employee is not using their paid leave). The Authority will inform employees on Family/Medical Leave who are in unpaid status to whom direct payments should be remitted to for continued coverage.

- **Recovery of Premiums:**

If an employee fails to return to work after their leave entitlement has been exhausted or expires, AHA shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of a continuation, recurrence, or onset of a serious health condition of the employee or their family member that would entitle the employee to leave, or because of circumstances beyond the employee's control.

Employees on an unpaid leave that does not qualify for FMLA/CFRA must pay their insurance premiums when they are off work for five (5) consecutive days, as allowable by the plan or statute, even if leave is accrued and used subsequently. Human Resources will provide information about payment options to employees, which may include COBRA, self-pay (for CalPERS health insurance), or direct pay options.

Certification

An employee will be required to provide certification of the need for Family/Medical Leave according to the following guidelines:

- **Timely Provided Certification:** The employee should provide at least 30 days' advance notice where the need is foreseeable. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. For foreseeable leave due to a qualifying exigency, an employee must provide notice for leave as soon as is practicable, regardless of how far in advance such leave is foreseeable.
- **Requirements of the Certification:** The Housing Authority requires that an employee's request for leave due to a serious health condition affecting the employee or a family member or a designated person under AB 1041, or due to a covered servicemember's serious injury or illness, be supported by a written certification from a health care provider*. If leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of their position. The first time an employee requests leave because of a qualifying exigency, AHA may require the employee to provide a copy of documentation issued by the military, in accordance with the FMLA. The Housing Authority may require second or third medical opinions, at the Housing Authority's expense, and an employee to report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

***Health care provider** is defined as:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a

subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;

4. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
 5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
 6. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- **Failure to Provide Adequate or Timely Certification:** If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. If an employee fails to timely provide certification, AHA may delay or deny use of FMLA/CFRA leave until the required certification is provided, or deny FMLA/CFRA protections following the expiration of the time to provide an adequate certification.
 - **Second and Third Medical Opinions:** If AHA has a good faith, objective reason to doubt the validity of a certification of the employee's claimed serious health condition, AHA may require a medical opinion of a second health care provider chosen and paid for by the Agency. If the second opinion is different from the first, the Housing Authority may require the opinion of a third provider jointly approved by the Agency and the employee, but paid for by the Agency. The opinion of the third provider will be binding. The Housing Authority will provide the employee with a copy of the second and third medical opinions, where applicable, without cost, if requested by the employee.
 - **Intermittent Leave or Reduced Schedule:** For intermittent leave or leave on a reduced leave schedule taken because of one's own serious health condition, to care for a spouse, parent, child, grandparent, grandchild, sibling, parent-in-law, or designated person per AB 1041 with a serious health condition, or to care for a covered servicemember with a serious injury or illness, the employee must provide medical certification that the requested leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The Housing Authority may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

Employment Status

If the leave is only protected under the FMLA, and not the CFRA, the employee's unpaid absence will be considered a break in service for purposes of determining seniority.

Returning to Work

When an employee is on leave for their own serious health condition, the Housing Authority requires written medical certification by a health care provider of an employee's ability to return to work. Failure to provide such certification will result in denial of reinstatement. Upon expiration of an authorized leave, the employee will be returned to the same, or to a comparable, position to the extent required by law.

Non-FMLA/CFRA Medical/Family Leave

Part-time employees who have at least one year of continuous service with AHA, and who are not otherwise eligible for leave under the FMLA/CFRA may nonetheless request a discretionary leave of absence for any of the reasons allowed for FMLA/CFRA leaves with the exception of leave for a designated person under the CFRA per AB 1041. The employee must provide evidence of one of the reasons for leave as stated in the FMLA/CFRA, and provide 30 days' advance notice if the need for the leave is foreseeable.

If approved, leave will not exceed a maximum duration of eight work weeks within a rolling 12-month period. Employees must exhaust any and all accrued sick leave, floating holiday, and vacation time during the leave. Once all accrued, available leave is exhausted, the leave is unpaid and no vacation or sick leave will accrue. The employee's unpaid absence will be considered a break in service for purposes of determining seniority.

Part-time employees on this leave who are otherwise eligible for employer-paid group coverage (i.e., health, dental, life and AD&D, and long-term disability insurance) with the Housing Authority will have paid group coverage insurance coverage through the end of the pay period in which their unpaid leave commences. Thereafter, employees may continue coverage under AHA's group insurance plans at their own expense. The sole exception to this is employees on pregnancy disability leave, who remain covered by AHA health benefits during their approved leave.

Upon expiration of an authorized leave of this kind, AHA will seek to return the employee to the same, or a comparable position.

Pregnancy Disability Leave ("PDL")

An employee disabled by pregnancy, childbirth, or a related medical condition is entitled to up to four months (defined as one-third of a year, 17 1/3 weeks, or 693 hours) of disability leave per pregnancy. Related medical conditions include, but are not limited to, severe morning sickness, the need for prenatal or postnatal care, childbirth, postpartum depression, gestational diabetes, preeclampsia, mastitis, and loss or termination of the pregnancy and recovery therefrom.

PDL does not need to be taken all at once, but can be taken on an as-needed basis as required by the employee's health care provider, including intermittent leave or a reduced work

schedule, all of which counts toward the employee's four month entitlement. If taken on an as-needed basis, every effort should be made to minimize the disruption to Housing Authority business.

Pregnancy disability leave is without pay. Employees on PDL are required to first use accrued sick time during the leave, and may elect to use, or not to use, accrued vacation and PTO. However, employees who are FMLA-eligible, **and** concurrently taking PDL leave, **and** receiving benefits under SDI, may use their accrued leave to supplement their disability benefit up to an amount that, when combined with the disability benefit, does not exceed their regular pay for the pay period. Once accrued paid benefits are exhausted, the remainder of PDL, if any, is unpaid.

Employees on PDL retain their employer-paid health insurance during their approved leave (i.e., up to a maximum of four months) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. Eligible employees who take CFRA leave for baby bonding (or other qualifying reason) following their PDL leave, may receive employer-paid health insurance for up to an additional 12 workweeks. In some instances, the Agency can recover from an employee premiums paid to maintain health coverage if the employee fails to return following the PDL.

Employees will retain their employee status during the period of the approved PDL, and the absence will not be considered a break in service for purposes of determining seniority.

Upon timely return at the expiration of PDL or after transfer to a reduced work schedule, the employee is entitled to return to the same position. If the same position is no longer available (e.g., position eliminated due to a reduction in force), the Housing Authority will offer a position that is comparable in terms of pay, location, job content, and promotional opportunities, unless no comparable position exists. The Housing Authority requires written medical certification by a health care provider of an employee's ability to return to work at the end of a PDL exceeding three days in length.

If the employee fails to return to work, refer to the process outlined in the Returning to Work section above that addresses all unpaid leaves.

Industrial Injury Leave

Employees who sustain any illness or injury arising out of and in the course of their employment and are deemed to have a temporary total disability under Workers' Compensation laws are entitled to a medical leave until the earlier of the following:

- The employee is released to return to work; or
- The employee is determined to be permanently unable to return to their usual duties.

It is the employee's responsibility to immediately report any work-related injury to their supervisor, who will provide the employee with the Employee's Report of Occupational Injury form and the Housing Authority Incident Report. These forms are used to determine eligibility

for Workers' Compensation. Employees requesting leave are required to submit medical certification of the need for leave.

Employees must exhaust all accrued paid time off during this leave, and before taking unpaid leave. Any such pay will be coordinated with third-party benefits received by the employee through Workers' Compensation. The exception to this is that employees receiving workers' compensation benefits whose leave runs concurrent with FMLA/CFRA leave are not required to use their paid leave but may elect to do so in order to supplement their disability benefit up to an amount that, when combined with the disability benefit, does not exceed their regular pay for the pay period.

Employees who are otherwise eligible for paid health insurance with AHA, and who do **not** have FMLA/CFRA leave running concurrently, will have paid health insurance coverage through the end of the pay period in which the unpaid portion of their leave commences or during which FMLA/CFRA leave expires. Thereafter, employees may continue coverage under the Housing Authority's group insurance plans at their own expense. Human Resources will provide information about payment options to employees, which may include COBRA, self-pay (for CalPERS health insurance), or direct pay options.

Employees returning from industrial injury leave will be returned to the same, or a comparable position, to the extent required by law.

Military Duty Leave

A Housing Authority employee will be granted a military leave of absence to carry out military obligations in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state law. In accordance with federal and state law, the employee must give their supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable, and provide a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. Please see HR for additional information about the continuation of pay and benefits, which may be in place for up to 30 days during a military duty leave.

Personal Leave of Absence

In addition to the previously described leaves, and in an effort to recognize the needs of employees for time off for reasons other than those described above, the Housing Authority may consider granting a personal leave of absence without pay. Personal leaves are limited to a maximum of two months in any two year period (measured in a rolling 24-month period). Personal leaves may not be added to or run consecutively with any of the previously described leaves.

All regular employees of the Housing Authority who have completed their probationary period may request an unpaid personal leave of absence. Job performance, attendance, and

work/program requirements will all be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted by AHA within the sole discretion of the Executive Director.

Requests for a personal leave of absence must be submitted in writing to the Executive Director and must state specifically the reasons for the request and the proposed dates for beginning and ending the leave. Thirty days' notice is required if the need for leave is foreseeable.

Personal leaves, if granted, are without pay. Any accrued paid time off (i.e., accrued sick (if applicable), vacation, floating holiday and comp time) must be exhausted prior to the commencement of a personal leave.

Insurance benefits may be continued at the employee's own expense during any unpaid personal leave.

An employee is required to return from the personal leave on the originally scheduled return date. If the employee is unable to return, they must request an extension of the leave in writing within five business days before expiration of the leave, explaining the reason for and requested duration of the additional leave sought. If the leave is not extended, the employee must return to work on the originally scheduled return date or the employee will be considered to have voluntarily resigned from their employment. Extensions of leave are considered only on a case-by-case basis.

School Activities Leave

In accordance with California Labor Code section 230.8, employees may take up to forty hours off without pay in any single school year, and no more than eight hours in any calendar month of the school year, with the exception of emergencies, to participate in activities at their child's school (grades K-12) or licensed child care facility. Under School Leave, employees may also take time off to find, enroll and/or re-enroll in a school (grades K-12) or a licensed child care provider as well as to address school or licensed child care provider emergencies. To be eligible for such leave, the employee must be a parent, stepparent, foster parent or standing in loco parentis, guardian or grandparent with custody of the child.

Employees requesting School Leave must provide their Supervisor with reasonable advance notice of the planned absence and provide documentation of the school activity (a letter from the school, event announcement etc.) as verification that the employee participated in the activity on a specific date at a particular time. An employee who takes time under this policy must utilize any existing vacation leave or floating holiday leave first. If the employee has no accrued paid time off, the time off will be taken without pay.

Other Forms of Leave

Other forms of leave may be available to employees who are victims of domestic violence, sexual assault or other crimes, are military spouses, emergency responders, or organ donors; or

who require leave for volunteer firefighter or Civil Air Patrol service, as required by law. Please contact the Director of Human Resources for more information.

LEAVE DONATION PROGRAM

Eligible employees may participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a Housing Authority employee to donate their accrued paid vacation to a specific, eligible employee who has exhausted their own available leave balances.

“Serious or catastrophic illness or injury” is defined for purposes of this policy as the employee’s own medical condition which requires them to be absent from work for more than twenty (20) consecutive work days, or the illness or injury of the employee’s immediate family member requiring the employee’s care (which results in the employee’s absence from work for more than 20 consecutive work days).

Eligibility to Receive Benefit

To be eligible to receive leave donations, an employee must have been employed in a regular full-time position for a minimum of one year and have completed their initial probationary period; must be absent from work due to a “serious or catastrophic illness or injury” (as defined above, and as verified by a physician’s certification); and must have exhausted all earned leave balances (including sick leave, compensatory time, vacation, and floating holiday credits). The request may be initiated prior to the anticipated date leave balances will be exhausted; however, no retroactive requests will be permitted (i.e., employees will not be granted donations for time off already treated as unpaid leave).

To be considered for a leave donation, the requesting employee, family member of the requesting employee, or another person designated in writing by the requesting employee must submit a request for such a donation to: Housing Authority of the City of Alameda, Human Resources Department, 701 Atlantic Avenue, Alameda, CA 94501. Alternatively, requests may be emailed to hr@alamedahsg.org. The determination of whether to award an employee leave donation and the maximum amount of leave that can be donated to the employee shall be at the Executive Director’s sole discretion and shall be final.

Benefit

Donated leave will be changed to its cash value at the donor’s base rate of pay and then credited to the recipient in equivalent hours of paid time off at the recipient’s base rate of pay. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception that paid sick leave and paid vacation will not accrue during any period of donated paid leave, and employees will not receive holiday pay for any holidays that fall during any period of donated paid leave. Generally, the period of donated paid leave may not exceed three months; however, the Executive Director may decide to extend or restrict the total period of donated paid leave on a case-by-case basis.

When using donated leave, disability, paid family leave, or workers compensation benefits will be integrated with donated leave, just as they are when non-donated sick or vacation leave is used.

Donating Leave Credits

Donations are voluntary and may be made by any regular full-time employee who has completed their initial probationary period and has accrued paid time off. Other rules include:

1. Only vacation leave may be donated. Floating holiday and sick leave are not eligible for donation.
2. The total amount of time donated by any one employee may not exceed 40 hours.
3. Leave donations, if made, must be in four hour increments.
4. An employee may not donate leave hours that would reduce their vacation balance to less than one week (i.e., either 37.5 or 40 hours) at the time of donation.

If the receiving employee does not use all transferred leave for the intended use, any balance will remain with the receiving employee until that employee's separation from the Housing Authority. Unused donated leave will not be returned to the donating employee(s); once the donation is made, it is a final transaction.

Upon approval of an eligible employee's request for leave donations, the Executive Director or designee will post a notice of an eligible employee's need for donations on bulletin boards accessible to employees or will communicate the need for leave donations via email; confidential medical information shall not be included in this notice. Employees wishing to donate should contact the Director of Human Resources or designee. The Director of Human Resources will review all donations and notify employees if their donation will be accepted. Donations may generally be made for a period of 45 days after the donation request and physician certification is received, dependent on the need for continued leave donations; the Executive Director or Director of Human Resources may limit the donation period should adequate donations to cover the requested leave period be received. Employees may request leave donations not more than one time in each one year period beginning on the date of first request.

The Leave Donation Program is designed to be as confidential as possible, and is strictly voluntary. Employees who donate benefits will be made aware of the value of their donation. The recipient of benefits will be made aware of the value of their benefits received. Individual donations and the identities of donors are confidential, and will not be disclosed except on a need-to-know basis for administrative purposes.

PART SEVEN: WORK HOURS AND PAY

PAY PERIODS AND PAY DAYS

For all employees, the standard pay period is biweekly, and each paycheck covers work performed through the completion of the previous two-week work period. Paychecks are normally distributed every other Friday. Direct deposit is encouraged, but it is not mandatory.

Employees will receive an earnings/leave statement showing earnings and mandatory and voluntary deductions for each pay period. Each employee is responsible for notifying their supervisor if they believe there is a discrepancy on their earnings statement.

All annual step increases, which are merited by an employee, will be given at the start of the pay period following the anniversary date.

WORK DAY AND WORK WEEK

Normally, the workweek consists of 40 hours, and the workday consists of eight hours. Designated positions (including part-time positions) may have a shorter workweek of 37.5 hours and/or workday of 7.5 hours. The Executive Director (or designee) sets daily work schedules and any options for hours of work (e.g. start and/or end of shift times).

OVERTIME

Overtime is time an overtime-eligible employee actually works in excess of 40 hours in their designated work week. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating Fair Labor Standards Act (FLSA) overtime pay; paid time off will not be counted. Overtime-eligible employees who are directed to work overtime must do so. Employees may only work overtime when approved in advance by a department head. Employees who have a flexible work schedule must also have advance approval for working any hours in excess of their approved work schedule, whether or not those hours will be eligible for overtime pay.

NO REMOTE ACCESS FOR NON-EXEMPT EMPLOYEES

Unless the Executive Director or Director of Human Resources specifies otherwise in writing, non-exempt employees may not have remote access to AHA equipment, resources, or email.

WORK PERIOD

The Housing Authority has declared a seven-day work period which begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. for all non-exempt positions.

BREAK/REST PERIODS AND MEAL PERIODS (NON-EXEMPT EMPLOYEES ONLY)

All non-exempt employees are provided a 15-minute paid rest period (i.e., break) for each four-hour period of work or major portion thereof per workday, one in mid-morning and one in mid-afternoon. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be used to extend the meal period or to leave work early.

Meal periods are provided to employees who work more than five (5) hours per shift. Eligible employees are required to take a daily meal period, at a length and time established by the supervisor, except that employees who are scheduled to work for 6 hours or less per day may opt to forgo their meal period. Meal periods will be no less than 30 minutes or more than one

hour in length and are unpaid. Employees may not skip meal breaks to shorten the workday. Employees are free to come and go, and are not to perform any work during their meal periods. When being relieved of all duties during lunch is not possible due to Housing Authority work requirements, employees will be paid for their meal period. Any employee who works more than 12 hours per day will receive a second meal period of 30 minutes.

Rest Periods during Late Night/Early Morning Work

At times, particularly during emergencies, it may be necessary for certain staff to work late at night or early in the morning. In addition to overtime pay that is provided for this work, staff who work more than two (2) hours between 11:00 p.m. and 7:00 a.m. will be provided with one hour of paid rest period for every two hours worked. This rest period shall generally commence at the start of the next regularly scheduled shift, unless the employee's services are otherwise required to continue past the start of their shift. Payment for the rest period will be at the regular straight time rate, and will count as hours worked for purposes of calculating overtime.

FLEXIBLE WORK SCHEDULES

Employees may have the option to request a reduced work week, or the Executive Director may designate certain positions as subject to a flexible work schedule. Any employee requests for a reduced work schedule – or to stop flexing – must be submitted in writing, and are reviewed and approved by the supervisor and the Executive Director. Generally, once an employee's request for a flexible schedule is approved, the employee may not return to a regular schedule unless required to do so for agency business needs.

Employees currently working 75 hours per pay period may request a reduction to 72 hours; employees currently working 80 hours per pay period may request a reduction to 72 hours. Vacation and sick leave accrual are not affected by the adjusted work week option, nor is a non-exempt employee's hourly rate of pay affected. Since non-exempt employees will be working fewer hours, however, actual earnings are reduced accordingly. Exempt employees' salaries will not be affected by a reduced work week option, unless an exempt employee performs no work during the work week. Additional information about flexible work schedules is available from Human Resources.

The Housing Authority reserves the right to designate work schedules for employees on flexible work schedules, to rescind or alter the types of flexible schedules offered, if any, and to require employees to work flexible schedules or rescind flexible schedules subject to business needs and budget restrictions and upon two weeks written notice to the employee. Unless an exception is made by the Executive Director, new employees who would otherwise be subject to a 75 hour per pay period schedule will be placed on a flexible (72 hour per pay period) schedule upon hire.

TIMEKEEPING REQUIREMENTS

An employee's accurately-recorded time card is one of the best ways to ensure the employee receives the correct amount of pay. AHA utilizes an electronic timekeeping system, and all employees are required to submit an electronic time card every other week, on the Monday

prior to payday. Non-exempt employees record actual hours worked and leave taken; non-exempt employees must report all hours worked and are strictly prohibited from performing any work “off the clock”. Exempt employees report only leave taken, and report their leave usage in two-hour increments only. Any type of absence must be recorded on the time card and approved by the employee’s supervisor. Time off is only approved if recorded in the time off request system.

In the event that a non-exempt employee does not record hours consistent with their scheduled work hours, the employee is required to use vacation and/or floating holiday leave to the extent necessary to bring their pay to an amount equivalent to their scheduled work hours.

Employees are responsible for ensuring that their time cards are accurate, complete, and submitted on time. Non-exempt employees should notify their supervisor no later than the end of the next business day if they fail to clock in or out, report leave used incorrectly, or have any other adjustment that needs to be made so that corrections can be completed in a timely manner. Falsification of time cards or repeated inaccurate reporting of time will subject the employee to discipline, up to and including immediate termination.

PAYROLL DEDUCTIONS

Your payroll and earnings deductions are detailed with your paycheck. Payments from AHA could take up to three (3) days to post in an employee’s account. Federal and State laws require deductions from every paycheck for federal and state withholding taxes, Medicare taxes, state disability insurance, garnishments or wage attachments, and employee contributions to either the CalPERS or PARS retirement program. Other voluntary deductions may be made from an employee's paycheck with the employee’s authorization. These deductions may include, but are not limited to, insurance premiums, contributions to a deferred compensation program, and deductions to fund flexible spending account elections. The employee is responsible for providing the correct account and routing numbers and notifying AHA if they close their account. Expense reimbursement can also be directly deposited into the employees’ bank account upon request. If an employee elects to use a paper check instead of direct deposit for salary and/or reimbursements, the paper check must be picked up from the Finance department by the employee on their own time.

REVIEW YOUR PAYCHECK

The Housing Authority makes every effort to ensure its employees are paid correctly. If a mistake is made, and called to the Housing Authority's attention, it promptly will make any correction that is necessary. Employees should review their paychecks to make sure they are correct. If an employee believes a mistake has occurred or has any question, they should notify their supervisor no later than the end of the next business day.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Housing Authority. This salary will be established at the time of hire or when you become classified as an exempt employee. While it

may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, exempt employees' salaries are subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons
- Full-day absences for sickness or disability
- Partial-day absences for personal leave or sick leave
- Full-week disciplinary suspensions for infractions of our written policies and procedures
- Family and Medical Leave absences (either full- or partial-day absences)
- To offset amounts received as payment for jury and witness fees or military pay
- The first or last week of employment in the event you work less than a full week
- Any full work week in which you do not perform any work
- Daily unpaid disciplinary suspensions if the discipline is for a violation of a workplace conduct rule

In any work week in which you performed any work, exempt employees' salaries will not be reduced for any of the following reasons:

- Your absence on a day because the Housing Authority has decided to close a facility on a scheduled work day
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work
- Any other deductions prohibited by state or federal law

Unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability. If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor.

PART EIGHT: COMPENSATION AND SALARY ADMINISTRATION

DETERMINATION OF PAY RATES

The Housing Authority desires to attract and retain strong performing employees, and accordingly attempts to pay competitive wages to its employees. To determine appropriate compensation rates for positions, AHA will take into account information about current wages and, where information is available, benefits of pertinent local agencies, and will evaluate the relationship between jobs within AHA and other public agencies. AHA will determine how often pay rates should be reviewed. Generally, AHA plans to review pay rates at least every four years unless data indicates review on a more or less frequent basis is appropriate.

WAGE RANGES AND STEPS

The Housing Authority has established a wage range for each class of position title listed in the Schedule of Authorized Positions approved by the Board of Commissioners. Each position, with the exception of the Executive Director and contract Resident Manager positions, 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. The 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 with 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 showing titles, wage ranges, and monthly rates is posted on the AHA website.

The steps within each range shall be administered in the following manner:

- The first step of each range is the beginning wage level and is the standard hiring rate for a class or 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, and upon the performance evaluation and 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 would only be 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.

RECLASSIFICATION RESULTING IN RANGE DECREASE (Y-RATE)

When the Housing Authority deems it necessary to reclassify an employee for reasons other than misconduct, substandard performance, and/or other disciplinary action (i.e., due to position reclassification or when a position is assigned to a lower wage range as a result of a compensation study), and such action places that employee in a position receiving lower wages, the employee's wages will remain at the same step already attained. The employee will not receive any cost of living increases granted by the Board of Commissioners until such time as the range currently assigned becomes equal to or greater than that of the previously held position.

WAGE ADJUSTMENTS

Cost of Living

The Housing Authority will employ 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.

Transfers and Promotions

In the case of lateral transfers, (i.e., transfers to another position within the same range), only fully qualified employees who meet the minimum requirements of the transfer position are eligible to be placed at the same step they attained prior to the transfer. The Executive Director shall determine the appropriate step to which transferring employees are assigned.

Employees promoted within the Agency will be placed within the wage range for the new position with step assignment determined by the Executive Director. In no event will a promotion result in a wage decrease.

The decision of within-range placement in other instances of voluntary position classification changes will be made by the Executive Director. Employees are urged to consider the effect of reclassification when applying for positions within the agency, and to ask questions of their supervisors or Human Resources. It is the employee's obligation to keep themselves informed of the impact that changes of position may have on compensation.

Demotion in Lieu of Layoff

In the event that a position is eliminated and the employee holding that position is therefore subject to termination, AHA may, should a position assigned to a lower wage range be available that the employee is qualified for, offer such position to the employee. If the employee accepts the position, the employee shall be assigned to the wage range for the new position, with the assigned step within the range determined by the Executive Director.

OVERTIME PAY

Employees may occasionally be asked to work beyond their normally scheduled hours. When this occurs, supervisors should attempt to provide as much advance notice as possible. Opportunity for overtime (or work hours beyond the employee's regular schedule) on a particular job normally will be given to the employee who has been working on that job during the regular shift, or may be rotated among employees when multiple employees have been performing similar work. Generally, overtime is not offered to an employee who is underperforming.

The Housing Authority provides overtime compensation to non-exempt employees for all hours worked in excess of 40 hours per workweek. All overtime (or work hours beyond the employee's regular schedule) must be approved in advance by the supervisor, except in the cases of emergency call-outs, with approval documented in the electronic time card.

In all cases, non-exempt employees will receive compensation at one and one-half their regular rate of pay for each overtime hour worked. For computation purposes, “hours worked” does not include paid vacation, sick leave, AHA–paid holidays, floating holidays, or any other paid time off. Unpaid sick leave, personal leave or any other unpaid time away from work is also not considered hours worked.

Exempt Employees and Overtime

Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Accordingly, the Agency does not maintain any time off plan or arrangement with exempt employees. Neither extra compensation nor time off will, under any circumstances, be owed or payable to an exempt employee during employment or upon separation from the Housing Authority's employ for any reason.

ON-CALL AND EMERGENCY CALL COMPENSATION

Maintenance personnel who live within 40 miles of Alameda may be required to perform rotating weeks of on-call service. A non-exempt employee will be compensated for one and one-half hours of straight time pay for each day of on-call service, even if that employee is not actually called into service. On-call service is assigned at the discretion of AHA and may be eliminated, suspended, or reassigned at any time. Hours compensated for on-call service are not considered hours worked for purposes of calculating overtime.

A non-exempt regular employee on call who is called back to work will be compensated for time worked at the usual overtime rate of pay for the employee’s position for a minimum of two hours of work, irrespective of the number of hours worked during the work week. This provision also applies to other maintenance and non-maintenance employees who may be called back to work in the event of an emergency. This provision does not apply to instances in which the employee is called to report less than two hours before their regular starting time and is working from the time they report through their regular starting time. Emergencies that require an employee to work past the normal end of their shift will be considered hours worked for purposes of calculating overtime, and are also not subject to on-call/call-in provisions.

For more information about on-call and emergency call procedures, maintenance personnel may refer to the Maintenance Procedures document.

BILINGUAL PAY

The Executive Director (or designee) may designate employees to receive bilingual pay based on the translation needs of the Housing Authority and the employee’s ability to provide the service. Bilingual pay may be authorized on either a continuing or temporary basis (i.e., for a specific activity).

Two levels of continuing bilingual pay are provided by the agency. In order to receive **continuing certified** bilingual pay, employees must pass a language proficiency exam

administered by a provider of AHA's choice. Employees that are not certified through the language proficiency exam but demonstrate bilingual communication capacity are eligible for **continuing basic** bilingual pay. Designated employees will receive a taxable salary augmentation for their additional service at a rate determined by AHA in conjunction with the budgeting process. The rate for continuing certified bilingual pay will generally be two times the rate paid for continuing basic bilingual pay, and will be authorized by the Board during the budget process. The Human Resources Department will maintain a current list of positions and employees certified to receive the bilingual pay incentive. Employees certified to receive continuing bilingual pay receive this pay regardless of whether or not any bilingual services were actually provided during the period of compensation, and are expected to be available to provide these services as needed, including during events or meetings that may occur outside of normal business hours.

In order to receive **temporary** bilingual pay, employees must be able to demonstrate their bilingual capacity, but do not need to be certified by AHA's outside provider. Employees may be compensated at the rate of \$50 per month for up to 3 months in a calendar year. Temporary bilingual pay is authorized at times when services are anticipated to be needed, but an employee approved for temporary bilingual pay does not necessarily need to provide bilingual services during the approved period to receive bilingual pay.

Only non-exempt employees are eligible to receive either form of bilingual pay, regardless of language. However, exempt employees with language skills in one of the Agency's LEP languages may also be eligible for either form of bilingual pay. Exempt employees with non-LEP language skills may be required to provide interpretation or translation services if needed. The Executive Director may authorize bilingual pay for exempt employees for other (non-LEP) languages as needed.

NOTARY PUBLIC STIPEND

The Executive Director (or designee) will designate which employees shall serve as notary publics for the AHA. Those employees, and only those employees, are eligible to receive a monthly stipend in the form of a taxable salary augmentation for their additional service at the rate of \$50.00. This stipend is paid whether or not any notary services were actually provided during the period of compensation. As a condition of receiving notary public stipend pay, designated employees are expected to be available to provide notary public services as needed, including during events or meetings that may occur outside of normal business hours.

The Human Resources Department will maintain a current list of employees designated to receive the notary public stipend.

SHOES/BOOTS ALLOWANCE

Affected maintenance and other staff who work in construction areas may request reimbursement for the purchase of steel or hard toe safety boots or shoes that are required for their position and which must be worn as a condition of employment. The maximum

reimbursement rate is authorized by the Board during the budget process. There is no limit on the number of shoes/boots that the employee purchases with the annual allowance.

ACTING PAY

An employee who is assigned by the employee's supervisor and approved by the Executive Director, to perform a job in a higher classification during the temporary absence of another employee will receive "acting pay" during the assignment. Unless otherwise approved by the Executive Director, acting pay is set at the first step of the classification to be held temporarily as long as the amount is not less than five (5) percent above the current salary step of the employee assigned to the acting position. To be eligible for acting pay, the temporary assignment must not be for less than one full pay period.

Where an employee is assigned a temporary working classification due to the performance of duties that are above their normal classification and for which there is no classification available, the employee may be eligible to receive acting pay at the discretion of the Executive Director. Acting pay will be paid at no less than five (5) percent over the employee's current hourly wage, even if this temporary increase is at a level higher than the top of the wage range to which the employee is assigned.

PART NINE: WORKPLACE HEALTH AND SAFETY

DRUG & ALCOHOL-FREE WORKPLACE

As part of the Housing Authority's ongoing commitment to a safe and healthy workplace, the Housing Authority maintains a drug and alcohol-free workplace. Any employee who reports to work while under the influence of drugs or alcohol runs the risks of endangering their safety and the safety of others, destruction of or damage to personal or AHA property, and a loss of productivity and workplace morale.

All employees are required to understand and comply with the Housing Authority's drug and alcohol-free workplace policy. Employees conducting Housing Authority business regardless of location are prohibited from all of the following:

- Unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensing of alcohol or a controlled substance in either Housing Authority workplaces or wherever Housing Authority business is performed.
- Reporting to work while under the influence of alcohol or a controlled substance.

Use of prescribed medications and drugs in accordance with physician's instructions is not a violation of this policy, as long as the medications or drugs do not interfere with the employee's ability to perform their duties. An employee must notify their supervisor before beginning work when taking medications or drugs that could interfere with the safe and effective performance of duties or the operation of Housing Authority equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Housing Authority may require medical clearance.

If the Housing Authority reasonably suspects that an employee is under the influence of alcohol or drugs, the employee shall be prevented from engaging in further work and may be detained for a reasonable time until they can be safely transported from the work site. If the Housing Authority has reasonable suspicion that an employee is under the influence of alcohol or drugs, the Housing Authority may require the employee to submit to AHA's drug/alcohol testing procedure.

"Reasonable suspicion" is based on objective factors a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors include, but are not limited to: unusual behavior, slurred or altered speech, body odor, unkempt appearance, red or watery eyes, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, an accident involving agency equipment or property, or other evidence of recent drug or alcohol use. In order to receive authority to test, the supervisor must record the facts that support reasonable suspicion and discuss the matter with the Executive Director or designee. If there is a reasonable suspicion of drug or alcohol abuse at work, the employee will be relieved from duty and placed on sick leave until the test results are received. Refusal to submit to the Housing Authority's drug/alcohol testing procedure may constitute insubordination and subject the employee to discipline.

The Housing Authority has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the EAP. Employees should contact Human Resources for additional information about the EAP.

As a condition of employment, Housing Authority employees are expected to abide by the terms of this policy and are required to notify the Housing Authority of any criminal drug statute conviction occurring in the workplace within five days of the conviction. Disciplinary action will be taken against those who violate this policy.

SMOKING

For health and safety considerations, the Housing Authority discourages smoking. Smoking by employees, including the use of e-cigarettes or other unregulated nicotine products, is prohibited in all locations on Housing Authority property, including office/maintenance areas, dwelling units/grounds, parking lots, and vehicles, and while conducting AHA business, regardless of location.

SAFETY AND SECURITY

The Housing Authority strives to provide a secure work environment for our employees and visitors. It is the policy of AHA to provide and maintain safe and healthful working conditions. Every AHA employee shares a responsibility for the prevention of accidents and everyone is expected to cooperate to the fullest to make sure our agency is a safe place to work. Employees are required to be safety conscious and to report immediately any unsafe or hazardous condition directly to their supervisor or the Injury and Illness Prevention Program

(IIPP) Administrator. Employees also are required to participate in regular safety trainings, to read and follow the Housing Authority's Safety Policies and Rules, and to become familiar with AHA's IIPP, provided as separate documents.

Our main building is equipped with an alarm system that is activated during non-business hours via a rotation system by exempt staff at 701 Atlantic, and exterior doors/gates that are locked at all times (except the front entrance door) as are reception area doors that provide access to the interior of the office. Other AHA offices maintain systems that allow for the safety and security of employees assigned to work in those locations.

Each employee is required to comply with all AHA security procedures and immediately report any breach of security to their supervisor. These procedures include, but are not limited to the following:

- Immediately report lost or stolen keys/access badges or missing AHA property to your supervisor.
- Employees may be responsible for the cost of replacing lost or stolen AHA property, such as parking lot remotes, badges, and keys.
- Employees may not keep or store AHA equipment or keys/badges in vehicles except while travelling to or from work.
- Copying or giving AHA keys/badges, alarm codes, or parking lot remote controls to an unauthorized individual is strictly prohibited.

We encourage employees to be prudent about bringing personal items to work. The Housing Authority is not responsible for losses resulting from theft or damage to employees' personal property.

VIOLENCE IN THE WORKPLACE

The Housing Authority is committed to providing a safe, violence-free workplace. Therefore, the Housing Authority strictly prohibits employees, consultants, customers, visitors, vendors, or anyone else on Housing Authority premises or engaging in a Housing Authority-related activity from behaving in a violent or threatening manner. This policy applies in any location where Agency business is conducted, including vehicles and parking lots. As part of this policy, the Housing Authority seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

Prevention of workplace violence begins with the recognition of potential early warning signs and the establishment of agency procedures for responding to any situation that presents the possibility of violence.

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of Housing Authority employment. The Housing Authority has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

Workplace Violence Definition

Workplace violence is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

- Threats of any kind or acts of physical harm directed toward an individual or their family, friends, associates, or property
- Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others
- Destruction of, or threat of destruction of Agency property or another employee's property
- Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay
- Striking, punching, slapping, or assaulting another person
- Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise
- Harassing or threatening phone calls or electronic communications
- Surveillance of or stalking another person
- Other behavior that suggests a propensity towards violence, such as belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage of Housing Authority property, or a demonstrated pattern of refusal to follow AHA policies and procedures
- Defacing AHA property or causing physical damage to the facilities
- With the exception of security personnel, bringing weapons or firearms of any kind on Housing Authority premises or while conducting Housing Authority business.

Reporting

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, they should notify any manager or supervisor immediately. The Housing Authority will take appropriate steps to provide security, such as: placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation; asking any threatening or potentially violent person to leave the site; or immediately contacting the appropriate law enforcement agency.

Employees are required to report to the Executive Director or designee if any restraining order is in place, or if any potentially violent non-work-related situation exists that could result in violence in the workplace. Employees may be required to obtain a restraining order against a particular individual in the interest of staff safety.

Investigation

All reports of workplace violence will be taken seriously and investigated promptly and thoroughly. In appropriate circumstances, the Housing Authority will inform the reporting individual of the results of the investigation. To the extent possible, AHA will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. AHA will not tolerate retaliation against any employee who reports workplace violence.

Corrective Action and Discipline

If the Housing Authority determines that workplace violence has occurred, the Housing Authority will take appropriate corrective action, including possible discipline of offending employees up to and including termination. The appropriate corrective action will depend on the particular facts but may include oral or written warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the Housing Authority will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the Housing Authority may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the Housing Authority may require that the employee participate in counseling, either voluntarily or as a condition of continued employment.

Employee Assistance Program

Any employee who believes that they may have a problem that could lead to violent behavior is encouraged to seek confidential assistance from the Employee Assistance Program (EAP). For information about accessing the EAP, contact Human Resources.

PART TEN: WORK PRACTICES AND ENVIRONMENT

PUNCTUALITY AND ATTENDANCE

All employees are expected to be responsible and demonstrate respect for fellow employees by establishing a record of punctuality and regular attendance. Attendance and punctuality are important to the efficient operation of any business, and are factors considered in evaluating an employee's overall job performance. Employees are expected to be present and ready to work at their scheduled work time each day and for the duration of their work shift. Non-exempt employees must adhere to their scheduled workday, and any established break and meal periods. Frequent tardiness, excessive absenteeism, or abuse of sick leave will not be tolerated, and will result in disciplinary action.

Employees who are unable to report for work for any reason must notify their immediate supervisor no later than one-half hour after their regularly scheduled start time on the first day and each subsequent day of an unscheduled absence by calling the Absence Reporting Line at

1-510-649-5529. Employees must indicate the type of leave needed (i.e., sick or vacation), and the probable duration of the absence or the planned arrival time at work if tardy. Upon returning to work, employees must promptly and accurately record any absences in the electronic timekeeping system.

An employee is deemed to have resigned from their position if they are absent for three consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Executive Director or designee before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

LEAVING DURING WORK HOURS

Non-exempt employees who leave the premises during their work time for any reason unrelated to their job must get approval from their supervisors (or designated alternates) for any period of absence prior to leaving work. As a courtesy and to ensure an appropriate level of management coverage, exempt employees who need to leave work unexpectedly are requested to notify their supervisors as well.

TELECOMMUTING

Telecommuting is a work arrangement in which some of the employee's work is performed at home. Telecommuting is a privilege that may be appropriate for some employees and some jobs. It is not an entitlement or an Agency-wide benefit. Performance expectations of an employee are the same regardless of work location.

The Housing Authority may allow exempt staff the option to telecommute on an occasional, informal basis for a limited period of time when the employee's work can reasonably be carried out from home without unduly impacting either the employee's own level of work productivity, or that of their fellow employees or any subordinates, including providing for an appropriate level of overall management presence in the office. All informal telecommuting arrangements are made on a case-by-case basis at the discretion of the supervisor in consultation with the Director of Human Resources and are memorialized in writing in advance. Supervisors should know the specific work to be performed and the projected amount of time expected before granting permission for short-term, informal work-at-home arrangements. All employees who telecommute, even on an occasional, informal basis, are responsible for ensuring a safe home workplace and taking appropriate steps to safeguard AHA confidential information. AHA reserves the right to designate only certain exempt positions as eligible for telecommuting.

The Housing Authority may also designate positions approved for telecommuting in response to an emergency or similar occurrence, or on an ongoing basis. Positions authorized to telecommute on a regular basis are designated by the Executive Director, who also has the authority to determine the level of telecommuting that is allowed and when telecommuting is no longer required. Employees that telecommute on other than an infrequent, informal basis, are required to have a telecommuting agreement and safety self-certification checklist on file with Human Resources.

GUESTS AND VISITORS

Employees must discourage frequent or regular visits from family or friends to ensure that the workplace is not unduly interrupted and to maintain a professional atmosphere for both employees and the public. Should it be necessary for a friend or family member to call on an employee during business hours, visits are to be kept to a minimum and visitors are to be directed to areas away from other employees and/or the public so as not to be disruptive. The employee being visited may not perform any work during the visit to ensure work accuracy and client confidentiality.

All visitors are required to sign in upon arrival at the AHA office. Visitors are to remain in the reception area until escorted by the appropriate employee, and must remain in the company of an employee at all times while in the AHA office.

While AHA is sensitive to employees' dependents' needs, it is not appropriate for minor children or other minor visitors of employees to be in the workplace during working hours, except for very brief visits. In those cases where minors are in the workplace, they must be directly supervised by the employee at all times.

In the interest of maintaining the health and well-being of all AHA employees, visitors who are ill should not be brought to the workplace. AHA provides sick leave so that employees may provide care for their sick dependents at home. Employees may contact AHA's Employee Assistance Program for assistance with finding emergency care providers for sick dependents.

Any supervisor is authorized to ask visitors to leave the office should it be deemed necessary.

BREASTFEEDING-FRIENDLY WORKPLACE

The Housing Authority encourages employees and management to have a positive, accepting attitude toward working parents and breastfeeding. AHA promotes and supports breastfeeding and the expression of breast milk by employees who are breastfeeding their babies.

It shall be the policy of the Housing Authority to provide:

- Information about breastfeeding support prior to an employee's leave for pregnancy disability or related condition, including providing a copy of this policy when an employee inquires about or requests parental leave.

- Reasonable amount of break time to express milk or breastfeed. In the event that an employee requires additional break time, other than the scheduled rest or meal periods, additional unpaid time off will be provided for this purpose. Supervisors are encouraged to consider flexible break times, schedules, or other reasonable accommodation to meet employees' needs.
- A designated room within the AHA office, which shall be furnished with an electrical outlet, comfortable seating, a table, appropriate signage, and be free from intrusion to ensure privacy while the employee is expressing milk.
- Access to a sink with running water and a refrigerator for storing milk.

All other employees should avoid interrupting an employee during an authorized break under this policy, except to announce an emergency or other urgent circumstance.

Employees have the right to request lactation accommodation, and should make their request, preferably in writing, to the Director of Human Resources. A form for making a lactation accommodation request is available from Human Resources. Human Resources will respond to the request, and will provide a written response to the employee and shall notify the employee if AHA cannot provide break time or a compliant location. Employees have the right to file a complaint with the Labor Commissioner for any violation of Labor Code sections 1030, et seq., which governs lactation accommodations.

USE OF FACILITIES AND PROPERTY

Employees are asked to treat Housing Authority property as they would their own. Specifically, employees are to keep their work area and AHA common areas clean and well maintained and limit their use of AHA equipment to work-related purposes. Employees are required to receive written supervisory approval before removing any Housing Authority property from the premises. Employees may decorate their work spaces, as long as such decorations are consistent with AHA policies. Employees must consult with the Director of Human Resources before displaying items in or making any alterations to public spaces or common areas.

TOOLS AND EQUIPMENT

The Housing Authority supplies employees with all tools and equipment necessary to carry out assigned duties. Employees are responsible for the safekeeping of all tools and equipment. Use of agency tools or equipment for other than official Agency business, loss of equipment, or any unusual damage above and beyond normal wear and tear are grounds for disciplinary action. Responsibility for replacement due to normal wear and tear lies with the Housing Authority.

INSPECTION OF TOOL BOXES/DESKS/COMPUTERS/VEHICLES

Tool boxes, desks, computers, agency vehicles, etc., are the property of the Housing Authority and are provided to employees for their use and convenience during work hours. As a result, Housing Authority employees have no expectation of privacy in their use of any Agency equipment or resource. It is understood that the Housing Authority has the right to open and

inspect any such tool boxes, desks, computer directories, or vehicles, as well as any contents, effects, or articles that are contained in same at any time, with or without advance notice or the employee's personal consent. This includes, but is not limited to, inspections of emails, history of Internet usage, logs of calls made and received on Agency telephones and Agency-issued cellular phones/smart phones, text messages sent and received on Agency-issued cellular phones/smart phones, and voicemail on Agency telephones and Agency-issued cellular phones/smart phones. Inspections may be conducted before, during or after working hours by the employee's supervisor or a department head when there is a customer service or business or program related need. For situations involving suspected inappropriate conduct, the Executive Director or Director of Human Resources shall designate the individual(s) authorized to carry out the inspection

USE OF MOTOR VEHICLES

Employees must follow the Housing Authority Vehicle Use and Accident Reporting procedures provided as a separate document, and are required to sign an acknowledgement that they have received the information. Assignment of driving responsibilities, in either an agency vehicle or in the employee's own vehicle, is conditional upon receipt of a satisfactory report from the State of California, Department of Motor Vehicles.

Employees who use their own automobiles for travel on authorized AHA business will be reimbursed for mileage at the rate established by the Internal Revenue Service. Employees must have prior supervisory approval for the use of personal vehicles and must have on file in advance of using their personal vehicle, a copy of their driver license and evidence that they obtained at their own expense the minimum insurance coverage for property damage and public liability.

Employees who wish to use an agency vehicle must reserve the vehicle and sign it in and out on the day of use. Use of agency vehicles for personal reasons is strictly prohibited.

EXPENSE REIMBURSEMENT

Reasonable and customary expenses incurred in the performance of one's job or to attend trainings/conferences will be reimbursed. Reimbursement requires prior authorization by the employee's immediate supervisor and/or Department Director or Executive Director, written approval of actual expenses, and completion of a signed expense reimbursement form with all required documentation/receipts attached.

Employees must follow the Housing Authority's Training and Travel and Reimbursement Policy, provided as a separate document, including submitting any expenses no later than 60 days following the date(s) the expenses were incurred. Employees are expected to be prudent with expenses, particularly when traveling.

DRESS GUIDELINES

The Housing Authority's objective in establishing guidelines for work attire is to enable our employees to be comfortable in the workplace, while also projecting a professional and

businesslike image in dealing with other employees, volunteers, and the general public. All employees are asked to observe good grooming and personal hygiene habits, and are expected to dress in a manner appropriate for their position in the agency as discussed below. The following guidelines have been developed to provide general parameters for appropriate work attire and to help employees exercise good judgment about similar items that are not specifically addressed.

Basic Guidelines

Regardless of whether it is a regular work day or a designated “casual dress day,” clothing must be clean, neat, and fit properly. In all situations, clothing should be comfortable and practical for work, but not distracting or offensive to others. Employees may observe dress and/or grooming practices consistent with their religious beliefs; any employee requiring special clothing accommodations for any reason should advise their supervisor in advance.

Work attire that is inappropriate for the workplace includes clothing that is revealing, tight fitting (such as spandex pants or leggings), tank tops or shorts, mini-skirts/dresses, athletic/exercise wear, see-through clothing, or clothing that shows bare shoulders, back or midriff, or that exposes underwear. Clothing with inappropriate wording or logos, such as offensive images or wording including profanity also may not be worn. Treatments to clothing that are inappropriate for the workplace include clothing that is torn, frayed, ripped, or excessively worn.

Regular Work Days

All employees should wear casual business attire on Mondays through Thursdays, and a clean and neat appearance should be maintained at all times. Casual business attire may include denim skirts or dark-rinse, colored, or trouser-style jeans as long as they are professional in appearance (e.g. full length, not frayed or ripped). Footwear must be in good repair and appropriate for the work environment and functions performed. When performing office-based work, open-toed shoes and sandals may be worn so long as they are an appropriate style for the workplace. When performing off-site work, sturdy closed-toe shoes must be worn at all times.

Employees should use good judgment about whether or not business casual attire is appropriate on a daily basis. For instance, casual attire is not appropriate for meetings or other work scheduled where formal business attire, such as a suit and tie, pantsuit, or dress/skirt and jacket, is customary and more appropriate.

Casual Dress Days

The Housing Authority observes “casual Fridays” on which clothing more casual than that allowed for Regular Work Days may be worn, including other styles of jeans as long as they are appropriate for the workplace. However, it is important that employees understand that a neat, professional appearance is always necessary, especially when interacting with the public. As such, if you have an appointment or meeting that involves customers or participants other than members of staff, you should follow the Regular Work Day guidelines provided above.

Under special circumstances (e.g., storage clean-up, moving furniture, etc.) more casual attire may be worn on work days other than Fridays upon supervisory approval. In all situations, clothing should be comfortable and practical for work, but not distracting or offensive to others.

Supervisor Responsibility

Supervisors are responsible for interpreting and monitoring dress and grooming standards and have the authority to make decisions regarding what is inappropriate office or field appearance and to determine what action will be taken when guidelines are not being followed. The action taken will be based on the severity of the infraction, and may include counseling employees whose attire is considered inappropriate or sending the employee home to change into appropriate work attire.

MAINTENANCE STAFF UNIFORMS

Employees in certain maintenance positions are permitted to wear jeans or other sturdy work clothing, though a neat appearance is still important. Maintenance workers are required to wear uniform shirts, which are provided and cleaned by the Housing Authority. AHA may also provide other work/weather/safety related gear or equipment such as jackets, hats, foul weather gear, and gloves to employees who work outdoors. Employees are responsible for the safekeeping of all items they are furnished, must wear AHA-provided attire, and may not substitute personal items for AHA-provided items when on the job site. Damaged or worn gear must be submitted to the Department Head for replacement.

SCENT FREE WORKPLACE

Scents are prohibited in the workplace. Some employees and members of the public suffer from unpleasant and, in acute cases, life-threatening physical effects from scented products. Personal fragrant products (e.g., fragrances, colognes, lotions, powders and other similar products) that are perceptible to others should not be worn by employees. Other fragrant products (e.g., scented candles, potpourri and similar items) and plants are also not permitted in the workplace.

Employees required by medical necessity to use medicinal lotions or skin creams that contain perceptible odors must request a reasonable accommodation from their supervisor or Human Resources.

Employees with other allergies or substance sensitivities are encouraged to make their needs known to the Director of Human Resources so that appropriate steps may be taken to limit any health risk to the employee.

PARKING

The Housing Authority shall attempt to provide employees with free parking at the AHA office. However, parking spaces are limited and so may be assigned or allocated on a first-come first-served basis at the time of employment by Human Resources. In the event that adequate spaces are not available for all employees, Human Resources will establish a formal parking

policy, that takes into account reasonable accommodations, business needs, and where possible employee preference. Additional information about parking procedures may be obtained from Human Resources.

Employees who wish to park their vehicle on AHA property must have a valid license on file and provide a current insurance certificate annually to Human Resources.

SOLICITATIONS

It is a Housing Authority policy to prevent work disruptions and protect employees from harassment related to solicitations. During working time, employees are prohibited from soliciting or distributing literature or other materials to another employee, nor may employees use AHA's electronic communication systems or display such materials in the public areas of the office, such as the lobby, at any time to do the same. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the soliciting/distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are not engaged in performing their work.

Persons who are not employed by the Housing Authority shall not distribute literature or other materials or solicit employees or visitors verbally, electronically or by other means on Housing Authority property at any time or for any purpose without approval of the Executive Director.

REFERENCES

The Executive Director (or designee) and the Director of Human Resources are the only individuals authorized to provide information of any kind regarding current or former employees, volunteers, or vendors.

Generally, only hire and termination dates and job titles are provided in response to a reference or verification of employment request. Except as provided by this policy, all employee information is considered confidential.

PART ELEVEN: INFORMATION AND COMMUNICATION

TECHNOLOGY, VOICE MAIL AND ELECTRONIC MAIL

Housing Authority employees are permitted to use AHA's voice mail, electronic mail, computers, software, temporary or permanent files, networking sites and internet access (collectively "Technology Systems") to perform their work and communicate with others for business purposes. Computers and Internet access, telephones and cell phones, and other forms of information technology are provided to employees based upon business needs. The e-mail system is to be used for AHA or work-related email only, and not for personal purposes. Employees must utilize their official Housing Authority email address for all Housing Authority communications sent via email. Employees are prohibited from using their private email address (i.e., Gmail, Yahoo!, Hotmail/MSN, etc.) for Housing Authority business. In no event should Housing Authority's Technology Systems be used to send jokes, comments or

information to others that may be perceived as discriminatory, harassing, offensive, disruptive, or otherwise in violation of any AHA policy. Any technology provided by the Housing Authority may not be used to send material that disparages an individual, company, or business entity, or to disclose personal information without authorization.

Employees may not install, copy, stream, or download software onto AHA computers unless authorized to do so by the Director of Administrative Services or the Director of Human Resources. Employees also are prohibited from downloading any personal files onto work computers, as this may result in reduced capacity, slower computer speed for all employees, and maintenance and support issues. In addition, it places the employee's computer and the entire AHA network at risk for viruses, compromised network security, and other problems.

Non-exempt employees are prohibited from accessing any AHA Technology Systems, including email, from outside the office or during non-work hours, unless otherwise approved by the Executive Director or designee.

Employees do not have any right of privacy in any Housing Authority Technology Systems, including email sent to or received by AHA computers or transmitted via AHA's servers and networks. The Housing Authority may monitor and/or search the contents of all voice mail, computer files, and electronic communications (including email) to promote the administration of AHA's operations and policies or for any other business reason. By these provisions AHA employees should not have an expectation of privacy when utilizing AHA technology.

Use of personal technology devices during work time is discouraged. Further, no employee may use unauthorized personal devices, software, or other technology in conjunction with Housing Authority property or Technology Systems.

All employees are provided training on and required to sign an acknowledgment that they have reviewed and understand AHA's Information Technology Policy at the time of hire and periodically during the course of employment.

USE OF AGENCY-ISSUED CELL PHONES

All Housing Authority cell phones are provided as a tool to conduct Agency-related business. Agency cell phones are issued on an as-needed basis with the approval of the Executive Director. All Housing Authority employees shall use such devices in a responsible, appropriate, and safe manner. All employees assigned communications equipment shall assume the responsibility to use the equipment in accordance with the provisions of this policy and the Housing Authority's Information Technology Policy.

- Employees are prohibited from installing any third party equipment or applications to Agency cell phones unless approved by the employee's supervisor in writing.
- Employees have no expectation of privacy as to data residing in telecommunications devices and /or voice mail. The Housing Authority may inspect that data at any time and without notice, as permitted by state and federal law.
- Employees shall protect Housing Authority cell phones from loss or damage. An employee assigned an Agency phone is responsible for its good care and will be

required to reimburse the Agency's cost for any damage, or lost cell phones due to negligence. If a device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the Executive Director.

- Agency cell phones should only be used by employees in the performance of their official duties. Personal use of Housing Authority cell phones is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use.

USE OF PERSONAL CELL PHONES

The Housing Authority recognizes the need for employees to be able to be contacted in the event of an emergency or other urgent situation. Employees are expected to observe the following guidelines, however, to avoid unnecessary disruption in the workplace and maintain productivity:

- Cell phones shall be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow.
- Employees may carry and use personal cell phones while at work on a sporadic basis. If employee use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action. Department heads reserve the right to request that the employee provide cell phone bills and usage reports for calls made during the working hours of that employee to determine if use is excessive.
- Employees are prohibited from making or receiving calls on a cell phone while driving within the course and scope of employment, unless the employee has a hands-free device, and texting or emailing while driving is prohibited at all times. Please see the Vehicle Use and Accident Reporting procedure for more information.

SOCIAL MEDIA

The Housing Authority respects the right of employees to use social media for self-publishing and self-expression during personal time on their own devices. To assist employees in making responsible decisions about their use of social media as it relates to their employment, the Housing Authority has established the following guidelines for appropriate use of social media.

Housing Authority employees may not:

- Use AHA-owned equipment or software to conduct personal blogging or social network activities
- Use their Housing Authority email address to register on social networks, blogs, or other online tools utilized for personal/social purposes unless authorized by the Executive Director
- Post photographs of other employees, clients/customers, or vendors on personal posts
- Link from a personal blog, social network, or website to the Housing Authority's website without identifying yourself as a Housing Authority employee
- Provide any references or statements of endorsement for other AHA employees on social media sites; any references provided must be done in accordance with the Housing Authority's References policy contained in this Handbook

On personal social media sites, each employee should express only personal opinions, and must never represent themselves as a spokesperson for the Housing Authority. If AHA is a subject of

content the employee is creating, the employee must be clear and open about the fact that they are an employee of AHA; it must be made clear that these views do not represent those of AHA and the employee is not speaking on behalf of AHA. If the employee intends to post content regarding AHA, it is best to include 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.”

Employees should understand that they are personally responsible for their commentary on blogs and social networks and can be held personally liable for commentary that is slanderous, obscene, defamatory or libelous by any offended party. Further, employees must comply with the agency’s Confidentiality policy when using social media. Employees should remember that colleagues, supervisors, and agency partners often have access to the online content that is posted. Inappropriate postings that may include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct will not be tolerated. Any conduct on social media that adversely affects an employee's job performance, the performance of fellow employees, or otherwise adversely affects staff, volunteers, contractors, vendors, or any other people who work on behalf of or receive services from the Housing Authority is not permitted. Please refer to the ethics section of the AHA Information Technology Policy for additional details.

EMPLOYEE INFORMATION

It is important that personnel files contain up-to-date information regarding each employee. Employees should inform Human Resources immediately whenever there are changes in their personal data (such as address, telephone number, marital status, domestic partnership, number of dependents, and the person to notify in case of emergency), that may affect their pay, benefits, or communications with the Housing Authority.

Additionally, AHA maintains an emergency communications system to enable information to be sent to employees outside of work hours. Employees may opt into this system to include receipt of text messages from AHA on their personal cell phones.

PERSONNEL FILES

Employees have the right to inspect their personnel records relating to their performance or to any grievance concerning them during regular office hours, upon written request to the Director of Human Resources. An inspection request form is available from Human Resources and on AHA shared drives that employees may use to make their request. Records will be made available for inspection within 30 days of receipt of the written request. An appointment to inspect the file may be made with the Director of Human Resources, who will accompany the employee or their representative while they inspect the file. Employees may obtain copies, at their own cost, of any document in their personnel file to the extent required by law. Personnel records are the property of the Housing Authority and are not allowed to be taken from the office of the Director of Human Resources without prior written authorization. No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

Prior to making a copy of any personnel records or allowing inspection, the Housing Authority may redact the names of nonsupervisory employees. Under no circumstances will the Housing Authority provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; and ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

The Housing Authority will furnish the employee with one copy of all performance reviews and written reprimands or warnings prior to placement of such documents into the employee's personnel file. Employees are encouraged to retain these documents for their records. The employee may be required to acknowledge the receipt of any document entered into their personnel file.

INTERNAL COMMUNICATION

Bulletin boards, mailboxes, meetings, and office e-mail are used to communicate important information to employees on a regular basis. Each employee is responsible for reading posted or distributed information on a timely basis.

MEDIA RELATIONS

Employees should not respond to any inquiries or requests received from a newspaper, radio or television station, or any other type of media for comments or statements on behalf of the Housing Authority. Instead, employees should refer such requests to the Executive Director. The Executive Director will respond directly or provide written authorization to another staff member to serve as AHA spokesperson.

PART TWELVE: STANDARDS OF CONDUCT

DISCRIMINATION AND HARASSMENT

The Housing Authority does not tolerate discrimination or harassment in the workplace or in a work-related situation based on an individual's race, color, religion (including religious dress and grooming), sex (including gender, gender identity, gender expression, as well as pregnancy, childbirth, breastfeeding, or related medical conditions), national origin or ancestry, citizenship, age, marital status, registered domestic partner status, physical or mental disability, medical condition, sexual orientation, genetic information, military or veteran status, having taken a protected leave, or any other basis protected by law, or based on a perception that the individual has any of these characteristics, or that the person is associated with a person who has, or is perceived to have, any of those characteristics. **All such discrimination or harassment is prohibited and is a violation of the Housing Authority's workplace conduct rules.** Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline up to termination or other appropriate sanctions.

This policy covers the conduct of all Housing Authority employees, volunteers, and unpaid interns as well as conduct of persons with whom the Agency contracts to do business, such as independent contractors, suppliers, or vendors when the conduct is directed at, or involves, an Agency employee, volunteer, or contractor. Under certain circumstances, harassment can also include conduct taken by those who are not employees, volunteers or contractors, such as elected officials, members of the Board of Commissioners, appointed officials, or even members of the public.

Harassment can take many different forms and may include, but is not limited to:

- Verbal conduct such as epithets, derogatory or degrading comments, slurs, or unwanted comments and jokes made on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race, ethnic or sexually-oriented stories and jokes.
- Visual conduct such as derogatory posters, cartoons, drawings, emails or gestures related to a protected classification. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- Physical conduct such as blocking normal movement, restraining, touching, or otherwise physically interfering with the work of another individual.
- Demanding or threatening that an employee's job, advancement, compensation, assignment, or other benefit is dependent upon submission to sexual demands, performing or submitting to actions of a sexual nature, or toleration of harassment.
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

Sexual harassment under this policy includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Internal Complaint Procedure

Anyone who believes they have been discriminated against or harassed in connection with their employment, services, or volunteer capacity at AHA, or has observed or is aware of such discrimination or harassment, or who believes they have been subject to retaliation, should immediately notify any of the following individuals:

- Any supervisor or manager, or the other exempt personnel assigned to HR,
- The Director of Human Resources, or any other member of Housing Authority Management, or
- The Executive Director or designee.

- If a complaint is about the Executive Director, the Chair of the Board of Commissioners should be notified. The email address is: boardchair@alamedahsg.org.

There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Executive Director immediately, or the Director of Human Resources in the Executive Director's absence. Complaints may be made verbally or in writing.

A prompt and, to the extent possible, discreet investigation will be conducted, and appropriate corrective action commensurate with the severity of the offense will be taken for any conduct deemed to violate this policy or otherwise to be inappropriate. The Housing Authority also will take reasonable steps to protect the complainant from further harassment, discrimination or retaliation, and take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

Option to Report to Outside Administrative Agencies

Both the state and federal governments have agencies whose purpose is to address unlawful harassment, discrimination and retaliation in the workplace. An individual has the option to report harassment, discrimination and retaliation to these agencies, both of whom offer legal remedies and a complaint process.

- For the State of California, the agency is called the Department of Fair Employment and Housing ("DFEH"). The local address and telephone number for the DFEH is: 39141 Civic Center Drive, Suite 250, Fremont, CA 94538, Phone: (510) 789-1085. For the federal government, the agency is called the Equal Employment Opportunity Commission ("EEOC"). The local address and telephone number for the EEOC is 1301 Clay Street, Suite 1170-N, Oakland, CA 94612-5217, Phone: (800) 669-4000.

Other Reporting Option

The Housing Authority may provide an additional option for third party reporting of harassment, discrimination, and other workplace wrong doing, such as theft or fraud. AHA currently provides employees with access to an Employee Protection Line, which provides for 24/7 reporting which may be done anonymously. Employees may call 1-800-576-5262 or go to www.employeeprotectionline.com to make a report. AHA's code number is 10311.

Retaliation is Prohibited

Adverse conduct taken against any individual for complaining of, reporting, or participating in any investigation of a complaint of harassment or discrimination is strictly prohibited. "Adverse conduct" includes but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination, spreading rumors about a complainant, shunning and avoiding an individual who reports harassment or discrimination, or making real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. Individuals are protected by law and by Housing Authority policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the DFEH or EEOC, or for otherwise participating in any proceedings conducted by the Housing Authority under this policy and/or by either of these agencies.

Each department head shall endeavor to provide a work environment that is free from harassment and discrimination. Anyone who is found by the Housing Authority to have violated this policy, or whose conduct is found otherwise to be inappropriate, will be subject to appropriate corrective action, up to and including immediate termination of employment.

WORKPLACE CONDUCT

The Housing Authority is committed to promoting the highest standards of personal and professional conduct, and requires of its employees cooperation, efficiency, productivity, and compliance with its policies and procedures. While it is not possible to provide an exhaustive list of the types of conduct that are impermissible, examples of conduct that may result in disciplinary action, up to and including immediate termination, include, but are not limited to, any of the following:

- Ongoing substandard job performance
- Excessive tardiness or absenteeism, unauthorized absenteeism, or failure to observe work schedules
- Rudeness or discourtesy toward a fellow employee, supervisor, volunteer, tenant, or member of the general public
- Dishonesty, making any false representation or statement, or making any omission of a material fact
- Falsification of one's own or another employee's time card
- Working overtime without authorization or refusing to work assigned overtime, except under extenuating circumstances
- Fighting, roughhousing, violent or threatening language or gestures, or conduct that is abusive, hostile, discourteous, offensive or disrespectful (such as slandering or ridiculing others, making false accusations, humiliating others in public, shunning/ostracizing others, or the sabotage or undermining of a person's work performance), or other conduct of a bullying nature
- Possessing a weapon or firearm on Housing Authority property
- Theft, deliberate damaging, or unauthorized use of Housing Authority property or the property of another employee or tenant; or unauthorized use of Housing Authority time or property for personal gain
- Failing to follow established safety or security procedures; knowingly creating an unsafe work situation for oneself or any coworker; or failing to report an on-the-job injury
- Refusing to perform a work-related duty when directly instructed to do so by a supervisor or member of management
- Refusing to cooperate with the investigation of a work-related matter
- Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties
- Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the Housing Authority

- Violation of the Housing Authority’s discrimination and harassment, drug & alcohol free workplace, conflict of interest, or confidentiality policies
- Any conduct that impairs, disrupts or causes discredit to the Housing Authority, to the public service, or other employees
- Violation of any other Housing Authority policy, rule or regulation.

OPEN DOOR POLICY

The Housing Authority has an open door policy that encourages employee participation in decisions that will affect them and their daily professional responsibilities. Employees who have a difference of opinion, misunderstanding or conflict with another AHA employee are encouraged to address the situation directly with the employee(s) involved. This policy also encourages employees who have job-related problems or complaints to talk them over with their supervisor or a manager at any level of management who they feel can help them. The Housing Authority believes that employee concerns are best addressed through informal and open communication.

To the extent possible, AHA will maintain confidentiality in addressing and resolving concerns brought to its attention. However, in the course of investigating and resolving concerns, some dissemination of information to others on a need-to-know basis may be necessary.

No employee will be retaliated against for raising a concern in good faith.

DISCIPLINE, TERMINATION, AND GRIEVANCE PROCEDURE

Discipline and Termination

It is mandatory that all employees observe AHA’s Workplace Conduct policy and perform to the best of their abilities at all times. Disciplinary action will be taken when the employee's conduct or performance does not meet expectations for their position, adversely affects the work of their department, or violates Housing Authority policy. The following constitutes the Housing Authority’s policy regarding disciplinary actions:

1. Policy Coverage

The following categories of persons can be terminated at-will and have no rights to any of the pre- or post-disciplinary processes or procedures in this policy: (a) temporary employees, (b) provisional or seasonal employees, (c) probationary employees, (d) any person who serves pursuant to a written employment contract, and (e) any person who is designated “at-will” in any Housing Authority policy, document, acknowledgement, resolution or ordinance. While individuals in these categories do not have rights to pre- or post-discipline processes, AHA may nonetheless employ disciplinary steps in an effort to address and resolve performance issues or conduct that would not be cause for immediate termination.

2. Causes for Discipline

Regular full-time employees and part-time employees may be counseled, warned, suspended, demoted, discharged or incur a reduction in pay for performance or

conduct issues including, but not limited to, behavior that violates AHA's Workplace Conduct Policy, described in the previous section.

3. Administrative Leave

A department director may place an employee on an administrative leave with pay pending a potential disciplinary action. Administrative leave with pay is authorized: (a) when the department director believes that the employee's continued presence at the work site could have detrimental consequences for Housing Authority operations, including situations where the employee appears to be a danger either to themselves or to others; or (b) pending investigation into charges of misconduct. If the charges against the employee are substantiated by the investigation, appropriate disciplinary action may be taken in accordance with these procedures.

4. Types of Discipline

Generally, the Housing Authority will practice progressive discipline, which includes counseling, oral warnings, written warnings, suspension, demotion or pay reduction, and termination. By using progressive discipline, we hope that most employee performance problems can be corrected at an early stage. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary; AHA may advance to whatever disciplinary step it concludes is appropriate for the circumstances, and any, all, or none of the following disciplinary steps may be invoked. Supervisors are required to consult with the Director of Human Resources prior to the issuance of any discipline, with the exception of employee counseling and oral warnings.

The types of personnel actions and/or discipline are:

a. Counseling

The supervisor counsels the employee, generally following a minor offense in an effort to eliminate possible misunderstandings and to identify what constitutes acceptable conduct or performance. A memo documenting the counseling will be prepared by the supervisor and retained in the supervisor's file. Counseling may not be appealed by the employee.

b. Oral Warning

The supervisor issues an oral warning to an employee when poor performance or misconduct warrants a disciplinary action more severe than supervisory counseling. An oral warning will be memorialized in writing and retained in the supervisor's file. An oral warning may not be appealed by the employee.

c. Written Warning

A supervisor may discipline an employee by furnishing them with a written statement of the specific reasons for reprimand and a notice of the corrective action required. A written warning is designed to make sure that the employee is aware of the misconduct or performance problem, including the degree of seriousness, and the consequences if

the problem is not corrected. Written warnings are signed by the employee to acknowledge receipt, and a copy of the warning will be retained in the employee's personnel file. The employee has the right to have a written response attached to the warning in their personnel file if the response is submitted to the Human Resources Department within 10 working days of the date the warning was received. Written warnings may not be appealed by the employee.

d. Suspension

A department director may suspend an employee from their position without pay for cause, generally for serious or ongoing offenses. Unless the employee poses an imminent danger to themselves or others, the department director must secure approval for the suspension from the Executive Director or the Director of Human Resources prior to imposing the suspension. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal rights as described below.

e. Demotion

A department director may demote an employee from their position for cause, generally for serious or ongoing offenses. The Executive Director or Director of Human Resources must approve the demotion prior to imposition unless the employee poses an imminent threat to themselves or others. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal rights as described below.

f. Reduction in Pay

A department director may reduce an employee's pay for cause, generally for serious or ongoing offenses. The Executive Director or Director of Human Resources must approve the reduction in pay prior to imposition unless the employee poses an imminent threat to themselves or others. A reduction in pay for disciplinary purposes may take one of two forms: (1) a decrease in salary to a lower step within the salary range, or (2) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal rights as described below.

g. Discharge

A department director may discharge an employee from their position for cause. The Executive Director or Director of Human Resources must approve the discharge prior to imposition unless the employee poses an imminent threat to themselves or others. Termination can result from a single serious offense that violates AHA policy, such as, but not limited to, theft, fighting, or other acts of violence at work, or it can be the final step in a process designed to correct offenses or performance deficiencies.

Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A discharged employee is entitled to prior written notice and appeal rights as described below.

5. Skelly Process – Pre-Disciplinary Procedure for Suspension, Demotion, Reduction in Pay, or Discharge

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section.

a. Notice of Intent to Discipline

The employee will be provided a written notice of intent to discipline in the event of a proposed suspension, demotion, reduction in pay or discharge. Such notice will contain:

- i. The level of discipline intended to be imposed;
- ii. The specific charges upon which the intended discipline is based;
- iii. A summary of the facts upon which the charges are based;
- iv. A copy of all written materials, reports, or documents upon which the intended discipline is based;
- v. Notice of the employee's right to respond to the department director regarding the charges within 5 calendar days from the date of the Notice, either by requesting a conference, or by providing a written response, or both;
- vi. Notice of the employee's right to have a representative of their choice at the conference, should they choose to respond orally; and
- vii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

b. Employee's Response and the Skelly Conference

- i. If the employee requests a conference to respond orally to the charge(s), the conference must be scheduled at least seven calendar days after the date of the Notice. The conference will be an informal meeting with the department director, at which the employee has an opportunity to rebut the charges against them and present any mitigating circumstances. The department director will consider the employee's presentation before determining any final disciplinary action. The Executive Director (or, in the Executive Director's absence, the Director of Human Resources) may designate, in their sole discretion, an independent hearing officer to conduct the Skelly Conference.
- ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to deliver their written response by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

c. Final Notice of Discipline

Within five calendar days of receipt of the employee's timely written response or within five calendar days of the informal conference, the department director will either (1) dismiss the notice of intent and take no disciplinary action against the employee, (2)

modify the intended disciplinary action, or (3) impose the intended disciplinary action. In any event, the department director will prepare and provide the employee with a notice that contains the following:

- i. The level of discipline, if any, to be imposed and the effective date of the discipline;
- ii. The specific charges upon which the discipline is based;
- iii. A summary of the facts upon which the charges are based;
- iv. A copy of all written materials, reports, or documents upon which the discipline is based; and
- v. A statement of the nature of the employee's right to appeal.

6. Evidentiary Appeal Pursuant to Grievance Procedure

A regular, for-cause employee may appeal a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by delivering a request for appeal to the Executive Director, pursuant to the Grievance Procedure For Evidentiary Appeal of Discipline, below.

Grievance Procedure

The Housing Authority has established the following grievance procedure that is available to all regular employees who have completed the probationary period.

The Housing Authority wishes to provide each employee fair and impartial treatment. Employees can use this procedure to address any disciplinary action or any claim of unfair treatment relating to their wages, hours or working conditions. Oral and written warnings are not subject to appeal. Failure by the grievant to comply with any of the time limits in this grievance procedure shall constitute an automatic waiver and/or withdrawal of the grievance. Failure by the Housing Authority to comply with any of the time limits in this grievance procedure shall entitle the employee to move their grievance to the next available step of this grievance procedure.

1. Procedure for Evidentiary Appeal of Discipline

This subsection 1 applies to appeals of final notices of discipline only. A regular, for-cause employee may appeal a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by filing a written request for an appeal, which must be received by the Executive Director no later than seven calendar days from the date of the notice of final discipline.

The Executive Director will conduct an evidentiary hearing and issue written findings and a decision. The Executive Director may designate, in their sole discretion, an independent hearing officer to conduct the evidentiary hearing and render a written recommended decision. If the Executive Director conducts the hearing, their written decision shall be final administrative action. There is no process for reconsideration.

If the Executive Director was not the appeal hearing officer, they shall review the findings and recommendations of the designee who served as appeal hearing officer

and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the Executive Director is the final administrative action. There is no process for reconsideration.

The Housing Authority will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. This includes mailing a copy directly to the employee. It shall be the responsibility of the employee to inform AHA of their address. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of Alameda.

2. Procedure to Grieve Non-Disciplinary Matters

The following procedure applies to all grievances, other than appeals of final notices of discipline.

a. Informal Step

Before filing a formal written grievance, no more than seven calendar days following the act or omission giving rise to the grievance, or no later than seven calendar days following the date upon which the employee reasonably should have known of the act or omission, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. The supervisor shall respond to the employee's concerns within seven calendar days following the informal conference.

b. Step 1

If the matter is not resolved at the informal step, no later than seven calendar days following the supervisor's response at the informal step, the grievant must present the grievance in writing to the immediate supervisor. The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the policy allegedly involved, and the specific remedy sought. The immediate supervisor shall communicate a written decision to the employee within seven calendar days after receiving the grievance.

c. Step 2

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision to the department director or their designee within seven calendar days. The department director or their designee shall communicate a decision within seven calendar days after receiving the appeal.

d. Step 3

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision to the Executive Director within seven calendar days. If necessary

for due process considerations, the Executive Director may forward written appeals of discipline to an independent appeal officer, for review and consideration. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance. The Executive Director or designee shall communicate a decision within seven calendar days after receiving the appeal. The decision of the Executive Director is final. No decision or action may deny the legal right of any employee to seek recourse as may be allowed by law.

If the Executive Director, or the designated representative, determines that it is appropriate to do so, a grievance may be returned to a prior level for reconsideration.

3. Additional Provisions

Employees are encouraged to utilize this procedure without fear of reprisal. No employee will be discriminated or retaliated against because the employee has elected to use this procedure.

If an employee fails to initiate a grievance or request a review of any decision to the appropriate step within the time limits established in this policy, the grievance shall not be subject to further review.

This policy does not apply to claims involving alleged sexual or other forms of unlawful harassment or discrimination. Such claims must be made pursuant to the Agency's Discrimination and Harassment policy.

PART THIRTEEN: ENDING EMPLOYMENT

VOLUNTARY TERMINATION OF EMPLOYMENT

Employees who find it necessary to resign are requested to give advance notice in writing to their supervisor specifying the last day at work; this date will be considered the effective date of resignation. Full-time and regular part-time employees are expected to give at least two weeks' advance notice of the effective date of resignation. This will be no less than 10 full AHA business days. Once an employee has provided written notice of resignation, they will not be permitted to work remotely, unless they receive permission to do so in writing from the Executive Director. If AHA asks an employee who has voluntarily resigned to leave AHA employment before the end of the notice period (e.g., if a replacement is to begin immediately or services are not needed during the notice period), AHA may elect, but is not required, to pay the employee for the entire notice period, up to a maximum of two weeks.

Employees who do not provide the requested notice will be considered ineligible for rehire and the date of resignation will be the last day of actual work. In the event of a notice period of less than two weeks, the Executive Director (or designee) reserves the right to waive the provision that the date of resignation be the last day of actual work and may retain the employee through the entire notice period as business needs or conditions require. AHA reserves the

right to end the employees notice period early. The employee will be compensated through the last day of work specified in their written notice of resignation.

A resignation becomes final when the Executive Director or Director of Human Resources accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable. A resignation can be accepted by the Executive Director or Director of Human Resources even if it is submitted less than two weeks prior to the planned resignation date.

SEPARATION DUE TO INCAPACITATION

Separation due to incapacitation may be considered if reliable medical evidence indicates that an employee is substantially unable to perform their usual duties for the Housing Authority. When appropriate, the Housing Authority may apply for a disability retirement on behalf of the employee. All applicable procedural due process requirements will be followed by the Housing Authority in processing a separation under this section.

PAYROLL AND THE RETURN OF HOUSING AUTHORITY PROPERTY

All employees separating from AHA will receive their final paycheck at the next regularly scheduled payroll date. Employees are required to turn over all keys, access cards, parking lot remotes, agency credit cards, passwords, documents, and any other AHA-furnished uniforms, tools and equipment to the Director of Human Resources before leaving on their last day of work. Employees must also remove all personal belongings from their workspace on or before their last day of work; employees will not be allowed to re-enter the office for this purpose after their last day of work without prior authorization from the department director. In the event that an employee is not able to retrieve their own belongings prior to the absence, resignation or termination date, AHA reserves the right to do so as well as to determine the manner in which personal belongings are returned to the employee.

REDUCTION IN FORCE

Layoffs

While the Housing Authority will endeavor to avoid layoffs, it may initiate a layoff (aka reduction in force) if it determines that such action is warranted based on economic circumstances, operational reasons or other factors that it deems important to Housing Authority operations, (e.g., significant changes in HUD regulations or requirements, loss of a grant or contract, or a change in business model). AHA reserves the right to determine when and whether it is necessary to implement a reduction in force (RIF), which employees would be affected, and the method of implementation. Generally, AHA shall give primary consideration to the needs, circumstances, and operational needs of AHA. The following terms and conditions are guidelines which AHA anticipates it will apply in the event of a RIF. Since AHA cannot foresee the future circumstances that may impact AHA funding and programs, it reserves the right to change the below terms and conditions at any time, at its sole discretion.

To reduce the potential need to eliminate position(s), the Housing Authority may take any or all of the following actions:

- Employees may be hired for temporary or fixed term positions, with the duration of the position dependent on the availability of funding. Employees hired for temporary positions are not eligible for separation or severance pay under this policy.
- The Housing Authority may reduce positions through attrition rather than lay-off, as long as a workforce can be maintained that supports the program and operational needs at the time.
- The Housing Authority may require all or a portion of employees to opt for the flex work week for a definite or indefinite period of time.
- The Housing Authority may require all or a portion of employees to go on furlough (i.e., work fewer hours per week or take a specified period of time off work without pay).
- The Housing Authority may reduce a position(s) from full-time to part-time dependent on program needs and availability of funding.

Should the need arise to eliminate positions, AHA shall determine if the RIF will occur on an agency-wide basis, or in one or more departments and /or classifications. Once AHA determines there is a need for layoffs and determines in which areas of the agency they will occur, layoffs will generally be made in the following order:

1. Temporary employees
2. Part-time employees
3. Full-time employees in their initial probationary period
4. Regular, full-time employees

Layoffs of regular, full-time employees will be based on seniority within a job title, except as otherwise provided. Seniority is defined as the length of continuous paid employment with the Housing Authority (and City of Alameda), calculated from the date of original hire, including the probationary period as a full-time employee. Time spent in leave without pay status is excluded, except as required by law.

So long as employees are in good standing, layoffs of employees will be based on seniority with the least senior employee being the first to be laid off. The Executive Director, may, however, elect a different order of layoff if:

- It can be demonstrated that an employee who would otherwise be subject to layoff possesses special skills, training, or abilities that are required by the Housing Authority; or
- A more senior employee's past job performance or disciplinary record justifies an alternative order for layoffs. Under this policy, an employee would be considered not to be in good standing if the employee: 1) received an overall rating of less than "meets expectations" on the most recent performance review conducted, 2) one or more written warnings were given to the employee in the 12 month period preceding the layoff, and/or 3) the employee has been on a Performance Improvement Plan and has not shown satisfactory improvement, even if the PIP is not concluded at the time of layoff. Additionally, a record of any discipline for serious misconduct for reasons other than performance would be justification for an alternate order of layoff, even if the conduct did not result in termination at the time of the event.

An employee subject to layoff may be allowed, in lieu of layoff, to demote to a lower paying classification previously held by the employee, if such position is vacant; employees have no right to “bump” another employee from such a position. The Executive Director has the discretion to make an exception to “bumping” for titles of non-exempt positions which include multiple levels, currently Housing Specialist and Maintenance Technician positions. Should an employee accept a position at a lower salary and level of responsibility, such employee will be required to reapply for any higher level positions that become available in the future.

Employees who are laid off, with the exception of temporary employees, will be provided either a minimum of two weeks advance notice of the layoff or in-lieu-of-notice pay equal to two weeks’ straight-time wages.

Insurance benefits, and continuation of such benefits, are subject to the same terms and conditions as any terminating employee.

Pre-Layoff Review

An employee who has been noticed for layoff, and who has any questions or concerns about the layoff decision or process may make an appointment to be heard by the Executive Director for an informal pre-layoff review. The employee must request this meeting in writing within five work days from the date of the notice of layoff. The Executive Director’s decision is final.

Re-employment

Employees who are laid off or who are eligible to demote or transfer in lieu of layoff will have, for a period of one year, re-employment rights to future vacancies in the position previously held. The Housing Authority will maintain a preferred list with the names of the employees laid off in inverse order of layoff. Future vacancies in those affected positions will first be filled from the preferred list in inverse order of layoff, provided that the employee retained or rehired is capable of performing the work required, and did not have any disciplinary action imposed at a written warning or higher level in the six months prior to layoff. A former employee offered re-employment will have seven days to accept the offer. If a former employee does not accept re-employment within seven days, the next person on the list will be offered re-employment.

Re-hire

Employees are ineligible for rehire if they fail to give proper notice of separation, to return agency equipment including keys, access badges and IT equipment, continual inability to complete agency or other government mandated reporting or training, and/or they have a documented history of poor performance and/or poor attendance.

EXIT INTERVIEWS

Human Resources staff (or the Executive Director when HR personnel leave) will schedule an exit interview with each employee who voluntarily leaves the Housing Authority prior to the last day of work. These conversations allow employees to communicate their views on their work, agency operations, training needs, and the work environment, as well as provide the employee with an opportunity to discuss benefits and insurance. Although exit interviews are

voluntary, employees are encouraged to participate in them and to speak frankly about their employment experience with the Housing Authority.



ACKNOWLEDGEMENT OF RECEIPT

RECEIPT OF MANUAL

I have received a copy of the Housing Authority of the City of Alameda’s Employee Policies and Procedures Handbook dated April 18, 2024. I understand that it contains important information on Housing Authority policies, as well as, my privileges, rights, and responsibilities as an employee. I understand and agree that it is my responsibility to familiarize myself with and abide by these policies. I further understand that the Housing Authority may change, rescind or add to any policies, benefits, or practices described in the Handbook.

I have read and understand the Employee Policies and Procedures Handbook, and I understand that I am governed by its contents.

Signature

Date

Print Name

CHANGE LOG

Item	Date
Original adoption of Personnel Policy by Commission	4/18/2012
Adoption of expanded definition of family for Paid Sick Leave policy eff 1/1/15	12/17/2014
Adoption of resolution to make expanded definition of family retroactive to 7/1/14	1/21/2015
Adoption of changes to Paid Sick leave policy to comply with Healthy Workplace Healthy Family Act eff 7/1/15	6/17/2015
Adoption of change to Declaration of Work Period and Deferred Compensation (to reflect addition of Roth IRA) policies	7/22/2015
Adoption of changes to Holiday policy, including Floating Holidays eff 1/1/16	11/18/2015
Adoption of revised Discipline, Termination, and Grievance Procedure	8/17/2016
Revision to Personnel Policy including: <ol style="list-style-type: none"> 1. Revision of title and format, and reorganization of content 2. Edits and rewording that did not change policy intent, but clarified or added to policy 3. Addition of: <ol style="list-style-type: none"> a. Complaint Procedure for Complaints of Denial of Reasonable Accommodation b. Changes in Employee Classifications c. Employment of Members of the Board of Commissioners d. Professional Development e. Definition of Eligibility (Benefits section) f. Paid Family Leave g. Social Security (to clarify that AHA does not participate) h. Floating Holiday (separated from Holiday policy) i. Review Your Paycheck j. Cell Phone Allowance k. Telecommuting l. Breastfeeding-Friendly Workplace m. Use of Facilities and Property n. Expense Reimbursement o. Scent Free Workplace p. Parking q. Use of Agency-Issued Cell Phones r. Use of Personal Cell Phones s. Internal Communications t. Open Door Policy 4. Deletion of: Employee Recognition Program 5. Significant changes to: 	12/21/2016

<ul style="list-style-type: none"> a. Outside employment, to clarify the procedures for approval and administration of employee requests b. Benefits policy, including clarification of Cafeteria Plan and active and retiree health benefits c. Vacation policy, to include a standard cap on accrual and a pay-out provision d. Sick leave, to ensure compliance with various laws regulating accrual and use of sick leave e. Jury Duty/Witness Leave, to limit length of service f. Bereavement and Funeral Leave, to institute an annual cap on leave provided under this policy g. Overtime policy, to reflect overtime based on a 40 hour workweek for all positions and use of paid leave does not count as hours worked h. Flexible Work Schedules, to clarify administrative procedures i. Reclassification Resulting in Wage Decrease (Y-Rate), to change policy with respect to application of COLA j. Bilingual Pay policy, to incorporate content from separate policy and clarify eligibility and administrative procedures k. Personnel files, with addition of procedures for access l. Workplace Conduct policy was streamlined m. Language and procedures in Discipline, Termination, and Grievance Procedures (previously adopted on 8/17/16) n. Reduction in Force/Layoff policy and procedures 	
Change to Part 8: On-Call and Emergency Call Compensation	2/15/2017
Change to Part 7: Timekeeping, to change exempt reporting increment to 2 hours	8/21/2019
Changes to Part 5: Vacation Policy, to change eligibility to use vacation to 3 months and clarify approval criteria; Part 8: On-Call and Emergency Call Compensation to change mileage criteria; and Part 10: Breastfeeding-Friendly Workplace to clarify administrative procedures	1/16/2020
Change to Part 5: Vacation, to provide for a temporary increase to the accrual cap	12/1/2020
Change to Part 5: Holidays, to add Juneteenth to AHA's observed holidays	6/24/2021
Change to Part 5: Vacation, to provide for a gradual return to the standard vacation cap	10/20/2021
Revision to Employee Policies and Procedures Handbook including general clarifying changes, and formatting. Primary changes included:	2/16/2022

<ul style="list-style-type: none"> a. Deletion of Compensatory Time Off (CTO) b. Deletion of Cell Phone Allowance c. Deletion of Vacation Pay Out d. Addition of Probationary Status During Leaves e. Addition of Notary Public Stipend f. Addition of School Activities Leave g. Increase in the amount of the Education Assistance and Tuition Reimbursement, and changes to structure and amount of Bilingual Pay h. Changes to Dress Guidelines i. Multiple changes to Unpaid Leaves section to make current with regulations 	
Change to permanent vacation accrual cap	10/19/2022
Revision to Employee Policies and Procedures Handbook including general clarifying changes, incorporation of gender-neutral language and the addition of a Communications During Leave section to Unpaid Time Off and Leaves of Absence. Primary changes to make policies consistent with current regulations included: <ul style="list-style-type: none"> a. Changes to Sick Time and Unpaid Leaves sections b. Changes to Bereavement and Funeral Leave sections 	1/11/2023
Workplace Relationships	4/18/2024
Vacation – Accrued Leave Pay Out	4/18/2024
Reproductive Loss Leave	4/18/2024
No-Remote Access for Non-Exempt Employees	4/18/2024
Re-hire	4/18/2024



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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: May 15, 2024

Re: Approve the Update to the 2021-2026 Reserve Policy (2024).

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is an 80-year old entity, with over six hundred rental homes in its portfolio, and an active pipeline of an additional seven hundred affordable rental apartments. It is the largest multifamily owner in the City of Alameda and supports an additional 3,000 renter households through its Housing Choice Voucher Program. To maintain the stability of the organization, and continue its mission of providing safe, decent, affordable housing, AHA must be careful stewards of its assets with an eye to protecting, preserving, and producing affordable housing.

In April 2021, the Board Retreat focused on the opportunities and requirements of an updated Reserve Policy. The Board discussed the goals of a reserve policy as providing security for the organization, maintenance of its existing portfolio over the property lifecycle, and planning for growth through land banking, pre-development for new projects, and long-term subsidy to affordable developments. A list of some of the tools and considerations is below:

1. An operating reserve – following best business practices.
2. Liquidity – following best business practices and the requirements of the AHA lenders and investors.
3. Re-investment and maintenance of the existing portfolio – Immediate and major recapitalizations are needed throughout the portfolio
4. Land banking for new housing developments – AHA needs to acquire property for future developments.
5. Pre-development investment in new construction sites – Projects need to be designed and prepared to apply for state, federal and private financing to build.
6. Long-term subsidy, in the form of residual receipts loans, subsidized ground leases, and other long-term investments in affordable housing – Local investment is required to leverage state, federal and private financing. These ground leases and loans are typically for 99 years (ground leases) or 55 years (loans) that are paid only if the property has sufficient funds after all other expenses (payable by



residual receipts). Cash flow is typically shared with other public lenders.

In April 2021, the Board established the Alameda Affordable Housing Trust Fund (AAHTF), as part of the assets that AHA and its affiliate, the Alameda Affordable Housing Corporation (AAHC), utilize toward the goals of the reserve policy. The AAHTF has generated \$3,500,000 in State of California matching funds thus far.

In October 2021, the Board approved a Reserve Policy delineating how assets should be directed and committed. The Board also directed that at least mid-year updates be provided on the Policy. Staff has alerted the Board each time a project has utilized funds on the Production investments, and has provided an annual overall update on the Policy.

DISCUSSION

As the Executive, Finance, and Housing Development staff prepared the Fiscal Year 2024-25 budget, they assessed both the need for reserves in the various categories, and the funds that might be available for further allocation.

Reserves funding of \$20,000,000 has been identified as the working estimate of cash available to the agency as of the end of March 2024 (see attached chart), and is net of previously encumbered Board approved funds not yet disbursed for projects. This balance is less than in prior years because long-term investments have already been made and taken out of the available cash reserve. For the first time, staff is now including shorter term pre-development loans in the Policy, because of the need to track the limited amounts in the reserve more closely.

In the 2024 recommendations, staff continues following the three-category approach of Operating Reserve, Preservation, and Production, as follows:

Operating Reserve: Staff proposes to update the agency's operating and liquidity reserve to \$7,000,000 million dollars.

- a. This funding level assumes one month's operations, including payments that would be needed for the housing assistance payments (HAP) that the AHA makes to landlords on behalf of tenants. The total represents three months of agency operating costs and one month of HAP payments per the estimated 2024-25 budget.
- b. The amount generally increases every year because of increases in costs for operations and HAP budgets.
- c. Novogradac's (AHA auditors) best practice is 3 months of office operations, excluding HAP, which would be approximately \$5 million. Staff recommendation is more conservative.

2. Preservation Fund – \$9,400,000. In 2021, the Board agreed to dedicate \$9 million

over the next five years to construction in progress (CIP) work on the existing portfolio, and identified in excess of \$10 million of work. Most of the work in the last year was funded by project reserves and redevelopment funding. However, for 2024-25, staff has identified \$5 million in needed work, in addition to regular unit turns and operating repair costs. In addition, the Faircloth to RAD transaction for IP (discussed in the attachments) will require nearly \$4 million, some of which may come from Moving To Work funds, but not all. A draft of Exhibit C from 2024-2025 Budget memo (planned for June approval) has additional details on planned renovations. In preparation for this work, as well as the IP Faircloth transaction, additional funds are being held for preservation of the existing portfolio.

3. Production Fund – The proposed allocations of \$3,600,000 reflect both the short-term pre-development loan to The Poplar, and additional mid-long term loans for the infrastructure at North Housing.

- a. Additional mid-long term loan for infrastructure at North Housing. Staff recommends investment of an additional \$1,500,000, originally intended to support Estuary II (see January 2024 Housing Development Department Memo) in the master-plan costs at North Housing. In June 2023, the Board approved the use of \$4 million in reserves to cover the demolition and entitlement costs for the remaining 9 acres at North Housing. Later that year, the Board approved the contracts for backbone infrastructure for the Block A site. Estuary I and Linnet Corner will repay their share from other proceeds. Estuary II will not be able to include these costs in its development costs because of timing. Where possible, master-plan costs are meant to be repaid over time as future development occurs on the remaining nine acres. There will still be an opportunity to obtain such repayment with future development.
- b. The Poplar's loan of \$2,100,000 is meant to be short-term, but may not be repaid for 4-5 years, so it needs to be considered as a mid-term use of funds. This pre-development loan was previously approved in February 2024.
- c. Existing project commitments from 2023 or prior, much of which has been fully spent, are described in the Policy in a side column.

New outlook on the Reserve Policy:

As AHA's pool of available cash reserves is invested in our affordable housing stock, staff is challenged to do more with less, and to find new sources where possible.

In both preservation and production activities, staff are charged with minimizing AHA's investment by leveraging other local, state, and federal sources of funds. This year, for the first time, staff is asking for permission to apply for additional matching funds from the State Local Housing Trust Fund Program for a preservation project (Independence Plaza), to repeat successful efforts in prior years on behalf of Estuary I, Estuary II and Linnet Corner. This application, if successful, will require depositing funds into the AAHTF. See separate Board memo on this item.

New sources that may be available to the Reserve Policy include over \$3.5 million in

developer fees that development projects are scheduled to earn by the end of 2026. In addition, AHA is beginning to use the flexibilities available through its Moving to Work (MTW) designation to allow the use of HUD reserves that were previously restricted.

MTW funds can be used for agency operations, which releases funds to the Reserve Policy. These funds can be used particularly for short to mid-term financing opportunities, for instance, as described in the Independence Plaza memo in this agenda. The Board can expect future updates and suggested uses for these funds along side this Reserve Policy.

A critical part of the reserve policy is ongoing monitoring and updates to the Board on progress and opportunities. The CIP update will continue to be a monthly report from Portfolio Management. The Housing Department will also continue to report on the new construction pipeline and any need for new investments. Any refinancing opportunities will be brought to the Board for approval. If new resources are identified, staff will update the Board on the application process, and any new conditions or obligations that may be required.

Future Pre-development and Infrastructure Needs at North Housing

The Block A development timeline has provided a great deal of guidance for the future development of the remaining nine acres at North Housing. From entitlement in August 2020 to building permits in June 2023, the projects took nearly three years to be shovel-ready. Block A developments fulfill the critical requirement from the federal government of 90 homes serving formerly homeless households, as well as providing 153 affordable homes towards the minimum requirement of 293 affordable homes (at or below 50% AMI) for the entire North Housing site, which will ultimately contain at least 586 homes.

By designing the three buildings at the same time, staff estimate that design costs were reduced by 60%. Also, by phasing the infrastructure, Block A was able to proceed quickly as a single phase. Staff would look to replicate this in the future blocks.

The next nine acres at North Housing will need a second phase of infrastructure planning, as well as overall design and building permits. Staff estimate that this will take a minimum of three years, given other priorities. Also, staff estimates two years of lead time for the water/sewer utilities done by East Bay Municipal Water District (EBMUD).

Finally, because of the density of the sites, soil stabilization and offsite improvements will need to be undertaken all at the same time (similar to what was done at Block A).

Staff estimates that the cost of design and backbone infrastructure for the remaining nine acres will be approximately \$28 million. AHA will need to seek out creative options to obtain this funding and continue development at North Housing. Staff is considering holding a Request for Interest (RFI), similar to those the State of California has done on its surplus land properties and the County of Alameda is doing currently for one of their catalyst sites. A Request for Interest is a tool to engage potential development partners and other stakeholders to identify the relevant challenges and co-create strategies to solve those challenges and design a better structure to achieve the desired outcomes. Results from an RFI can generate ideas from both private and affordable developers, design teams, and funders.

The Board should not expect significant movement on the rest of North Housing for several years. At this time, Estuary II, Independence Plaza, portfolio-wide rehabilitation, and The Poplar are the top properties for 2024 onwards.

Future refinancing and recapitalization needs in the existing portfolio

As noted in this update, \$5 million in repairs have been identified for Fiscal Year 2024-25, and there is ongoing work on all the older properties, most of which do not have reserves readily available. Funding can be generated by refinancing some of the larger properties. For instance, once Independence Plaza stabilizes with additional vouchers, it could take on new debt. Similarly, Esperanza will be eligible for refinancing in 2030.

Parrot Village and Eagle Village have traditionally carried debt together and have an existing loan that expires with a balloon payment in August 2026. Although a refinancing could cover this \$8.2 million balloon payment, it is unlikely that the interest rate will be at sub 3% rate obtained in 2021. Some of these larger sites could be candidates for syndication, which means adding tax credits to allow for additional renovation to be done. The dearth of State funding does not affect rehabilitation projects with tax credits as much as it does new construction, so this pivot is an important part of the real estate cycle.

FISCAL IMPACT

The proposed update to the 2021-2026 AHA Reserve Policy clearly delineates how current funds could be used to forward AHA's mission and responsibilities. If approved, the Policy outlines the next 12 months of investments. Moving funds into long-term illiquid investments means that the Housing Authority's liquidity is decreased. Not all the funds are used at the same time, for instance, Preservations funds may be used throughout the year, and Production funds may be required to be used specifically at a construction start. At any point during the year, the actual balance of funds may be much higher due to unfilled positions, operational savings, and other cash inflows. The \$20,000,000 represents the base on the amount of reserves held by AHA.

The Policy also indicates that the Board and staff must be diligent to pursue outside leverage and resources to grow AHA's impact and pipeline of affordable housing.

CEQA

Not applicable.

RECOMMENDATION

Approve the Update to the 2021-2026 Reserve Policy (2024).

ATTACHMENTS

1. 2021-2026 Reserve Policy - April 2024 Update
2. Presentation - Reserve Policy Update_2024
3. Draft Exhibit C - 2024-25 CIP Budget

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Attachment 1 - Calculations and Background Numbers
Housing Authority of the City of Alameda
2021-2026 Reserve Policy - April 2024 Update

I.	<u>Cash as of 3/30/24 (net of previously authorized/spent funds)</u>							
								\$20,000,000
					Rounded			<u>\$20,000,000</u>
II.	<u>Operating and Liquidity Reserve-</u>							
	a. One Month operations (2024-2025 budget)							\$3,500,000
	b. One Month housing assistance payments (2024-25 budget)							\$3,500,000
								<u>\$7,000,000</u>
					Rounded			\$7,000,000
III.	<u>Preservation - Construction in Progress 2021-2026</u>							\$9,400,000
	<u>\$5 million budgeted for 2024-25; IP Faircloth Transaction</u>							
IV.	<u>Production - Previously made commitments</u>							
	<u>Project</u>				<u>Type</u>	<u>2024-25</u>	<u>Previously</u>	
						<u>Amount</u>	<u>Authorized/Spent</u>	
	NH Master Plan - Predev loan				Mid-long term	\$1,500,000	\$ 4,000,000	
	The Poplar (2615 Eagle)- Predev loan				Mid-term	\$2,100,000		
	Estuary I				Perm		\$6,750,000	
	Estuary II - Predev & Perm loan				Perm		\$3,750,000	
	Linnet Corner				Perm		\$2,438,000	
						\$3,600,000	\$ 16,938,000	
					Uncommitted		\$0	
					TOTAL RESERVE USES			<u>\$20,000,000</u>

V. HAP Reserves (off balance sheet), subject to HUD rules. Proposed use for operations and IP Transaction TBD

AHA RESERVE POLICY OVERVIEW						Proposed			
	2021		2022		2023-24		2024-25		
	Funding	Pct	Funding	Pct	Funding	Pct	Funding	Pct	
Operating Reserve	\$6,000,000	20%	\$7,500,000	18%	\$5,492,000	13%	\$7,000,000	17%	
Preservation Fund	\$9,000,000	30%	\$9,000,000	22%	\$7,000,000	17%	\$9,400,000	23%	
Production Fund	\$15,000,000	50%	\$23,638,000	57%	\$31,238,000	75%	\$3,600,000	9%	
	<u>\$30,000,000</u>		<u>\$40,138,000</u>		<u>\$43,730,000</u>		<u>\$20,000,000</u>		

2024 Reserve Policy Update

May 15, 2024

Reserve Policy - Overview

- Category I: Operating Reserve
- Category II: Preservation
- Category III: Production
- Initiated: 2021
- Last update: 2023

New

- Production investments have gone from “Proposed” to “Final” for Estuary I and Linnet Corner
- Adaptive Reuse not moving forward, freeing up funds
- MTW flexibility allowing for use of HUD reserves for certain projects, i.e. Independence Plaza

2024: Operating reserves - \$7,000,000

- Remains calculated at one month's office and property budget plus one month's HAP allocation.
- More conservative than Novogradac best practice of 3 months trailing office operations, excluding HAP

2024: Preservation - \$9,400,000

- Preservation activities have sped up. Over \$5 million proposed for next fiscal year
- Increased funding reserved for the anticipated needs of the Faircloth to RAD transaction for Independence Plaza.

2024: Production - \$3,600,000

- Short term predevelopment loan to The Poplar (approved February 2024)
- Using funds previously held to increase the mid to long-term investment in North Housing for master plan infrastructure costs.

Ongoing Monitoring and Search for Leverage

- Closely monitor available funds and short-term cash needs for preservation and production.
- Leverage New Funding
 - The Poplar will use its remaining predevelopment loan from Capital Impact this year.
 - State of CA Local Housing Trust Fund application for Independence Plaza
 - Use of MTW funds, particularly for short term needs at Independence Plaza during the Faircloth transaction.
 - Developer fees to be earned by end of 2026

North Housing Master Plan Costs

- June 2023 – BOC commitment of \$4 million for demo and entitlement costs for the remaining 9 acres at North Housing.
- Fall 2023 – BOC approved backbone infrastructure contracts for Block A. Estuary I and Linnet Corner are repaying their share concurrently. Estuary II will not be able to include these costs because of timing.
- 2024 Recommendation – Include infrastructure costs up to \$1,500,000 as part of the mid to long-term investment in North Housing for master plan infrastructure costs.
- Remaining 9 acres - \$28 million in design and backbone infrastructure will require a creative approach.

Staff Recommendation

Approve the Update to the
2021-2026 Reserve Policy (2024)

Questions or Comments?

EXHIBIT C (DRAFT) Housing Authority of the City of Alameda ("AHA") & Alameda Affordable Housing Corporation ("AAHC") Island City Development ("ICD") Showcased for reference to funds required
Please note: This schedule does not include potential projected refunds from specific project and other sources Attachment C: Capital Improvement Projects ("CIP") for Fiscal Year 2024-2025

Legal Entity	AAHC	AAHC	AAHC	AAHC	AAHC	AAHC	AAHC	AAHC	AHA	AHA	AHA, AAHC	AHA, AAHC	ICD	AHA, AAHC + ICD
Project Description	Esperanza	Scattered Sites	Parrot Village	Parrot Gardens	Eagle Village	China Clipper	Anne B. Diamant	Indepen. Plaza	AHA Main Office	Scattered Sites	All Properties	Total	Multiple Projects	Memo Total
IP - Faircloth to RAD Financing Costs								4,850,000				4,850,000		4,850,000
North Housing Master Plan	-	-	-	-	-	-	-	-	-	-	-	0	1,500,000	1,500,000
North Housing PSH I (The Estuary I)	-	-	-	-	-	-	-	-	-	-	-	0		0
North Housing Senior (Linnet Corner)	-	-	-	-	-	-	-	-	-	-	-	0		0
North Housing PSH II (The Estuary II)	-	-	-	-	-	-	-	-	-	-	-	0		0
Tilden Commons (The Poplar)	-	-	-	-	-	-	-	-	-	-	-	0	2,100,000	2,100,000
Life, Safety and Immediate Needs	507,600	27,200	105,000	133,800	98,632	73,000	25,000	532,264	158,350	139,834		1,800,680	0	1,800,680
Paint & Carpet (10% of Portfolio)	-	-	-	-	-	-	-	-	-	-	420,000	420,000	0	420,000
Fences	60,000	-	-	-	-	-	-	-	-	-	-	60,000	0	60,000
Garage Partial Conversion - Design	-	-	-	-	-	-	-	-	250,000	-	-	250,000	0	250,000
Tree Removal	-	-	-	-	-	-	-	20,000	-	-	-	20,000	0	20,000
Water Heaters	-	-	10,000	-	-	-	-	-	-	-	-	10,000	0	10,000
Balcony Repairs	-	-	-	-	-	-	1,100,000	-	-	-	-	1,100,000	0	1,100,000
Appliance Replacements	6,000	4,500	6,000	1,500	6,500	6,500	-	6,000	-	6,000	-	43,000	0	43,000
Interior and Exterior Replacements	30,000	5,000	25,000	-	25,000	5,000	-	70,000	-	5,000	-	165,000	0	165,000
Total Reserve Expenditures	603,600	36,700	146,000	135,300	130,132	84,500	1,125,000	5,478,264	408,350	150,834	420,000	8,718,680	3,600,000	12,318,680

AREAS IN GREEN ARE ESTIMATES FOR INDIVIDUAL PROPERTY BUDGETS AND COME FROM THEIR OPERATIONS AND RESERVES



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: May 15, 2024

Re: Accept an Update on the Independence Plaza Faircloth Transaction; Approve a Resolution to Grant Up To \$3,000,000 and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents to Commit Funds to the Alameda Affordable Housing Trust Fund (AAHTF) on behalf of Independence Plaza.

BACKGROUND

Independence Plaza was built in 1990 and includes 186 homes for seniors (including one manager's unit). The over four-acre property contains five buildings that range from two to three stories, along with ample community spaces and landscaping. The property is owned by the Alameda Affordable Housing Corporation (AAHC) and is managed by the Housing Authority of the City of Alameda (AHA) via its contract with FPI. Independence Plaza has been the subject of ongoing conversations regarding a financial strategy after the expiration of its tax-increment operating subsidy at the end of 2026. Recapitalizing the property provides potential opportunities to both physically and financially improve the property.

The Board authorized the staff to explore a Faircloth to RAD (Faircloth) transaction which would add up to 120 project based housing vouchers to this property. These vouchers would not only greatly assist vulnerable seniors at the property by limiting their rent to only 30% of their income, but would provide a strong funding stream to replace the expiring operating subsidy.

DISCUSSION

Using Faircloth vouchers at a property such as Independence Plaza is unusual, as the property is in good condition, and no construction or external financing is anticipated. A recent AHA staff presentation from the 2024 MTW conference, attached, describes the current status. In addition, a proposed transaction summary is attached that discusses some of the financial and other terms of the proposal. The Faircloth transaction will require both long-term and short-term financing commitments from the Housing Authority. Staff is working toward a completed HUD Multi Finance Development



Proposal Application in June, which it will share with the Board. However, since it is clear that considerable AHA funds will be needed, staff is requesting the opportunity to apply to Local Housing Trust Fund (LHTF) from the State of California on behalf of this project.

In July 2021, the Alameda Affordable Housing Corporation (AAHC) created the Alameda Affordable Housing Trust Fund (AAHTF) to provide a permanent local funding source for affordable housing in the City of Alameda. The AAHTF was capitalized with a \$7.5 million grant from the Housing Authority of the City of Alameda (AHA), and subsequently received \$2.5 million in matching funds from the Local Housing Trust Fund (LHTF) Program, funded by the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) and administered by the California Department of Housing and Community Development (HCD). State HCD released a 2023 Notice of Funding Availability (NOFA) for the LHTF program, and AHA and AAHC again successfully partnered in an application for funding.

Approval of this request will allow Independence Plaza to compete for up to \$1,000,000, or nearly 25% of the anticipated cost of the Faircloth transaction. These processes are all competitive and there is no guarantee that the application will be successful. However, a successful award would reduce the amount of funding that AHA may have to provide through its own funds.

If the application to State HCD, which is due in June with a potential award in August, is not successful, it is possible to reverse the grant to the AAHTF. However, once an award is accepted from State HCD, AHA must continue with its fulfillment of its grant to AAHTF.

There is a related memo in the AAHC agenda to complete this approval if the Board is supportive. A form of legally binding commitment acceptable to HCD is attached.

FISCAL IMPACT

If awarded, future repayments of the AHA funding will be made to the AAHTF instead of AHA, and are restricted to the creation and preservation of affordable housing. Financial feasibility of the Independence Plaza Faircloth transaction may be enhanced without resorting to additional capital from AHA.

CEQA

Not Applicable

RECOMMENDATION

Accept an update on the Independence Plaza Faircloth Transaction; Approve a Resolution to Grant Up To \$3,000,000 and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents to Commit Funds to the Alameda Affordable Housing Trust Fund (AAHTF) on behalf of Independence Plaza.

ATTACHMENTS

1. Presentation -IP Update and Funding Opportunity
2. Draft Resolution AAHTF Grant for Independence Plaza
3. Draft Grant Contract for Matching Funds
4. Proposed IP Faircloth to RAD Transaction
5. FINAL April 2024 MTW Conference Faircloth to RAD AHA Presentation

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Accept an update on the Independence Plaza Faircloth Transaction; Approve a Resolution to Grant Up To \$3,000,000 and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents to Commit Funds to the Alameda Affordable Housing Trust Fund (AAHTF) on behalf of Independence Plaza.

May 15, 2024

Independence Plaza - Update

Need: Replace expiring operating subsidy

Proposal: Use 120 Faircloth vouchers to provide tenant relief and add stability

Timing: May-December 2024

Cost: Estimated at \$4,850,000

Proposed Sources/Uses for IP Faircloth Transaction

USE	AMOUNT	TERM	SOURCE
Replacement Reserves (20 years of capital improvements per PNA)	\$1,800,000	55 year loan	AHA, potentially AAHTF/LHTF
MTW Supplement Deposits – Gap between the payment standard and the Faircloth Rents, initial year only	\$1,000,000	Short term- less than one year	MTW Reserve funds, available from HUD reserves
Repay balance of existing Northmarq permanent loan	\$1,800,000	55 year loan	AHA, potentially AAHTF/LHTF
Legal & Escrow	<u>\$250,000</u>	55 year loan	AHA, potentially AAHTF/LHTF
TOTAL	<u>\$4,850,000</u>		

Matching Funding Opportunity

- State of CA Local Housing Trust Fund Program 2024 Cycle – June 2024
- AHA grants funding to AAHC/Alameda Affordable Housing Trust Fund, which applies for the match
- Potential for up to \$1,000,000 in funding

Proposed AHA Actions

- AHA to grant up to \$3 million, in order to leverage \$1 million in State funding
- Independence Plaza would benefit from up to \$4 million.
- If unsuccessful, the grant award can be rescinded.

Impact for Independence Plaza

- Potentially decreases the amount of funding from AHA's resources.
- A portion of the units would need to be further restricted to 30% of Area Median Income (can be layered with vouchers)
- 55-year Residual receipts loan that would be ultimately be repaid to the AAHTF, for use in the City of Alameda.

Staff Recommendation

Accept an update on the Independence Plaza Faircloth Transaction; Approve a Resolution to Grant Up To \$3,000,000 and Authorize the Executive Director to Make Minor Adjustments and Execute All Documents to Commit Funds to the Alameda Affordable Housing Trust Fund (AAHTF) on behalf of Independence Plaza

Questions or Comments?

HOUSING AUTHORITY OF THE CITY OF ALAMEDA Resolution No. _____

GRANT FUNDS TO THE ALAMEDA HOUSING TRUST FUND FOR PURPOSES OF THE FUND,

WHEREAS, the Alameda Affordable Housing Corporation (“AAHC”) was formed as a public benefit corporation established to operate exclusively to support the Housing Authority of the City of Alameda (“AHA”);

WHEREAS, the State of California (the “State”) Department of Housing and Community Development (“Department”) is authorized to provide up to \$57 million under the Local Housing Trust Fund (“LHTF”) Program from the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) (as described in Health and Safety Code section 50842.2 et seq. (Chapter 365, Statutes of 2017 (SB 3)) (“Program”); and

WHEREAS, the Department issued a Notice of Funding Availability (“NOFA”) dated May XX, 2024, under the LHTF Program; and

WHEREAS, the Alameda Affordable Housing Corporation is an eligible Local Housing Trust Fund sponsor applying to the Program to administer one or more eligible activities using Program Funds; and

WHEREAS, the Department may approve funding allocations for the LHTF Program, subject to the terms and conditions of Health and Safety Code Section 50842.2, the LHTF Program Guidelines, NOFA, Program requirements, the Standard Agreement, and other related contracts between the Department and LHTF award recipients; and

WHEREAS, the LHTF Program requires a legally binding commitment of local matching funds, preferably in an amount of 3:1 to requested funds, for purposes of supporting the creation of affordable housing;

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes the grant of funds in the amount of up to \$3,000,000 as a match for the LHTF Award pursuant to Guidelines Section 104 of the LHTF Program for purposes of the preservation of affordable housing in the City of Alameda, specifically for the Independence Plaza development at 703 Atlantic Avenue, Alameda, CA 94501; and

BE IT FURTHER RESOLVED, the Board hereby authorizes Vanessa Cooper, Executive Director, or her written designee are each separate, individually, and independently hereby authorized to execute a grant agreement, any other agreements or further documentation necessary to deliver these funds, including minor changes to this resolution and the grant contract.

ATTEST:

Vanessa M. Cooper
Secretary and Executive Director

Vadim Zidelnikov, Vice Chair
Board of Commissioners

Adopted:

Date

**GRANT AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA AND
ALAMEDA AFFORDABLE HOUSING CORPORATION**

This Grant Agreement (“Agreement”) is entered into this 15th day of May, 2024 (“Effective Date”), by and between the Housing Authority of the City of Alameda (“AHA”), a California public housing authority and the Alameda Affordable Housing Corporation (“Grantee”), a nonprofit public benefit corporation. AHA and Grantee are at times individually referred to as “Party” and collectively as “Parties” herein.

RECITALS

WHEREAS the Department of Housing and Community Development (“Department”) is authorized to provide up to \$53 million under the Local Housing Trust Fund (“LHTF”) Program from the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) (as described in Health and Safety Code section 50842.2 et seq. (Chapter 365, Statutes of 2017 (SB 3)) (“Program”);

WHEREAS, the Department issued a Notice of Funding Availability (“NOFA”) dated May xx, 202X, under the LHTF Program; and

WHEREAS, the Department may approve funding allocations for the LHTF Program, subject to the terms and conditions of Health and Safety Code Section 50842.2, the LHTF Program Guidelines, NOFA, Program requirements, the Standard Agreement, and other related contracts between the Department and LHTF award recipients; and

WHEREAS, the LHTF Program requires a legally binding commitment of local matching funds, preferably in an amount of 3:1 to requested funds, for purposes of supporting the creation of affordable housing, and

WHEREAS, Grantee is an eligible LHTF Program sponsor applying to the Program to administer one or more eligible activities using Program Funds; and

WHEREAS, the Grantee was formed as a public benefit corporation established to operate exclusively to support the AHA; and

WHEREAS, on May 15, 2024, the AHA Board of Commissioners adopted Resolution No. XXXX authorizing the grant of funds to the Grantee in the amount of \$3,000,000 as a match for the LHTF Award pursuant to Guidelines Section 104 of the LHTF Program for purposes of the preservation of affordable housing in the City of Alameda and ongoing funding revenue from AHA (collectively “Grant Funds”) and authorized the Executive Director to execute this agreement; and

WHEREAS, the AHA and Grantee desires to formalize this legally binding commitment by the AHA; and

WHEREAS, the sole source of funding from AHA to be used as the Grant Funds are general unrestricted operating proceeds.

NOW, THEREFORE, the Parties agree as follows:

1. GRANT

1.1 AHA awards the Grant Funds to Grantee as follows:

1.1.1 \$3,000,000 as a match for the LHTF Award pursuant to Guidelines Section 104 for purposes of the creation of affordable housing in the City of Alameda. Payment by the AHA to Grantee shall be made on the earlier of 90 days before planned disbursement of Department funds, 180 days after the execution of the Standard Agreement by both the Grantee and Department or November 15, 2025, whichever is earlier; and

2. TERM

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until May 15, 2034, unless terminated earlier as provided herein.

3. RESTRICTIONS ON USE OF FUNDS

3.1 The Grant Funds are subject to the following expenditure conditions (“Approved Uses”):

3.1.1 The Grant Funds shall be expended solely for the purposes of the Grantee’s LHTF Program and for the Independence Plaza development at 703 Atlantic Avenue, Alameda, CA, if approved by the Department;

3.1.2 The Grant Funds shall not be used for any activity that would violate City of Alameda, state or federal statutory or decisional law such as regulations affecting non-profit or tax exempt organizations exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code; and

3.2 Grantee further warrants to AHA that the Grant Funds will be spent solely for the Approved Uses and the Grant Funds shall be used by Grantee during this Agreement’s term otherwise the Grant Funds shall be returned to AHA, as provided in Section 5 below.

4. REPORTING AND ACCOUNTING REQUIREMENTS

4.1 At all times during the term of this Agreement, Grantee shall maintain true, proper, and complete books, records, and accounts (collectively, “Books and Records”) in which shall be entered fully and accurately all transactions taken with respect to the operations of Grantee under the Grant Proposal and the expenditure of the Grant Funds. Grantee shall maintain the Books and

Records in accordance with Generally Accepted Accounting Principles. Grantee shall make available to AHA such Books and Records upon AHA's request.

4.2 If the Grantee has been audited by an independent auditor or has been the subject of a compliance audit/examination by a grantee or regulatory agency during the past three years, audit reports and management letters indicating compliance violations, fraud, illegal acts, material weaknesses in internal control structure or reportable conditions, in connection with such audits shall be delivered to the AHA thirty (30) days prior to the effective date of this agreement. If no audits or events as described above have occurred during this period, the Grantee shall provide AHA a written assertion that no audits or similar examinations have occurred during the three (3) year period and an assertion that the Grantee is not aware of any events or conditions, described above, or other information that might reasonable impact AHA's decision to fund the grant as requested.

4.3 AHA reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Proposal and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by AHA or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

4.4 This right to audit shall extend during the length of this Agreement and for a period of three (3) years or longer, if required by law, following the date of any Grant Funds tendered under this Agreement. Grantee agrees to retain all necessary records/documentation for the entire length of this audit period.

4.5 Grantee shall, upon request by the AHA, furnish the AHA with a Balance Sheet and Income Statement describing the receipt and disbursement activities of Grantee with respect to the Grant Funds. In its sole and absolute discretion, the AHA may also require Grantee to submit: (i) quarterly check registers and descriptions of each disbursement; (ii) budget-to-actual-results; and (iii) a statement of position describing the assets and liabilities associated with the Grant event. All reports, including a post-event evaluation, shall be due to the AHA no later than forty-five (45) days following the conclusion of the event. In the event that an independent audit is conducted, Grantee shall forward a copy of the audited report to the AHA for review, including any Management Letter, Report on Internal Controls, or Reportable Conditions letter generated during the course of the audit.

4.6 Grantee agrees to exercise prudent financial management processes including proper oversight of all assets, budget preparation, and timely reporting including budget-to-actual-comparisons.

4.7 All Approved Uses shall be performed by Grantee or under Grantee's supervision. Grantee represents that it possesses the professional and technical skills required to perform the services required by this Agreement, and that it will perform all services with a standard of care and in a manner commensurate with the community professional standards and with the ordinary

degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances.

5. USE OF GRANT FUNDS

5.1 The Grant Funds shall be used solely by Grantee for the Approved Uses and for no other use. In the event that the Grant Funds are not used for the Approved Uses or are not expended by or before May 15, 2034, or if the Department does not award Grantee matching funds as part of the LHTF Program, Grantee shall notify the AHA in writing, and shall be obligated to return the Grant Funds to AHA within thirty (30) days solely upon written request by the AHA.

6. INDEMNIFICATION

6.1 To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless AHA, its Board of Commissioners, officers, agents, volunteers, and employees (collectively, the “Indemnified Parties”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, “Claims”), which may arise from or in any manner relate (directly or indirectly) to this Agreement (including the negligent and/or willful acts, errors and/or omissions of Grantee, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

6.2 Notwithstanding the foregoing, nothing herein shall be construed to require Grantee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney’s fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Grantee.

7. GRANTEE INDEPENDENCE

7.1 In the performance of this Agreement, the Grantee, and the agents and employees of Grantee, shall act in an independent capacity and are not officers, employees or agents of the AHA. The manner and means of performing the Approved Uses are under the control of Grantee, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Grantee or any of Grantee’s employees or agents, to be the agents or employees of AHA. Grantee shall have the responsibility for and control over the means of performing the Approved Uses, provided that Grantee is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give AHA the right to direct Grantee as to the details of the performance or to exercise a measure of control over Grantee shall mean only that Grantee shall follow the desires of AHA with respect to the results of the Approved Uses.

8. PROHIBITION AGAINST TRANSFERS

8.1 Grantee shall not assign, sublease, hypothecate or transfer this Agreement or any of the services to be performed under this Agreement, directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without written consent of AHA shall be null and void.

9. NOTICES

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

9.2 All notices, demands, requests or approvals from Grantee to AHA shall be addressed to the AHA at:

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

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

Attn: Board Secretary
Alameda Affordable Housing Corporation
701 Atlantic Ave, Alameda, CA 94501

10. TERMINATION

10.1 Termination for Cause. Grantee shall be in default if Grantee fails or refuses to perform any duty required by the Agreement, performs in a manner inconsistent with the terms, conditions and restrictions in this Agreement, or if the Department does not award Grantee matching funds as part of the LHTF Program. In such event, AHA shall give Grantee, thirty (30) days written notice to cure, if the default can be cured and AHA shall be entitled to terminate this Agreement if Grantee has not cured the default within the thirty (30) day cure period. AHA shall be entitled to immediately terminate this Agreement if the default cannot be cured through corrective action. If terminated for cause, Grant Funds shall be returned to the AHA pursuant to Section 5.

10.2 Specific Performance.

10.2.1 Grantee agrees that the AHA has the legal right, and all necessary conditions have been satisfied, to specifically enforce Grantee's obligations pursuant to this Agreement.

10.2.2 AHA agrees that the Grantee has the legal right, and all necessary conditions have been satisfied, to specifically enforce AHA's obligations pursuant to this Agreement,

including, but not limited to, the timely deposit of Grant Funds by the AHA as set forth in Section 1.1.1 above.

10.3 Liquidated Damages. In addition to the remedy of specific performance set forth in Section 10.2 above, for any failure of the AHA to timely deposit Grant Funds as set forth in Section 1.1.1 above, and since the determination of actual damages for any delay in performance of this obligation would be extremely difficult or impractical to determine, the AHA shall be liable for and shall pay to Grantee the sum of Five Hundred Dollars and No Cents (\$500.00) as liquidated damages for each day of delay in the performance of any obligation in Section 1.1.1 above upon written demand by the Grantee.

11. STANDARD PROVISIONS

11.1 Recitals. AHA and Grantee acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

11.2 Compliance With all Laws. Grantee shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

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

11.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

11.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Grant Proposal or any other attachments attached hereto, the terms of this Agreement shall govern.

11.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

11.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Grantee and AHA and approved as to form by the AHA's legal counsel.

11.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

11.9 Controlling Law And Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Alameda, State of California.

11.10 Equal Opportunity Employment. Grantee represents that it is an equal opportunity employer and it shall not discriminate against any contractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age or any other impermissible basis under law.

11.11 Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall be entitled to attorney's fees.

11.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON PAGE 8]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and shall be effective as dated on Page 1 of this Agreement.

APPROVED AS TO FORM:
Special Counsel to the Housing
Authority of the City of Alameda

HOUSING AUTHORITY OF THE
CITY OF ALAMEDA
A California public housing authority

By: _____
Adrian R. Guerra
Special Counsel

By: _____
Vanessa Cooper
Executive Director

GRANTEE: ALAMEDA
AFFORDABLE HOUSING
CORPORATION, a nonprofit public
benefit corporation

By: _____
Vanessa Cooper
Secretary

By: _____
Louie So
Treasurer

[END OF SIGNATURES]



**Independence Plaza
City of Alameda, California
Proposed Faircloth to RAD Deal Summary**

Parties:	Faircloth Voucher owner	Housing Authority of the City of Alameda – AHA (owner - 120 Faircloth vouchers)
	Property owner	Alameda Affordable Housing Corporation - AAHC (current & future property owner, 501c3, entity is controlled by AHA).
	Future property owner	AHA to own the land, and ground lease back to AAHC, who will own the improvements
<hr/>		
Building:	Address	703 Atlantic Avenue, Alameda, CA
	Type	186 units of affordable senior housing
	Age	Built 1990
	Stories	1-4
	Units	155 one bedroom units; 29 two bedroom units (2 manager units – 1b and 2b)
	Exiting project based vouchers	25 units. The project typically has 30-40 housing choice vouchers at any one time.
	Current affordability covenant	Redevelopment covenant – 29 50% AMI and 36 80% AMI units. Exp. 7/2026 AHA covenant - 185 units up to 80% AMI. Exp. 2039.
<hr/>		
Current financing:	Mortgagor	<ul style="list-style-type: none"> Northmarq/Freddie loan, est. balance at 9/1/2024 ~ \$1,800,000 Maturity is 7/1/26. Prepayment penalty ends 1/1/26. TO BE PAID OFF (little or no prepayment penalty due to high interest rates)
	Soft Loan	\$34,200,000 Seller carryback loan (residual receipts) from AHA WILL RESTRUCTURE
	Option to purchase and ground lease	AHA has option to purchase the property and ground lease the land back to AAHC for 75 years.
<hr/>		
Capital needs:	2024 HUD CNA	<ul style="list-style-type: none"> Approximately \$200,000 in immediate repairs (see summary below – currently underway) \$1,800,000 deposit to reserves. Future annual deposit = \$83,700



MTW Supplement deposit:	Supplement required above NARR (Notice of Anticipated RAD Rents) and tenant portion of rent	One year deposit estimated at \$800,000-1,000,000. The is the expected annual deficit between the NARR (Notice of Anticipated RAD Rents, i.e. Faircloth Rents) and the expected payment standard. Deposit expected to be released in following calendar year. If the project closes late in the year, the deposit will be released in a matter of months.
Target date for MTW Close:	9/1 – 11/1/2024.	June 2024 submittal of HUD Mixed Finance Development Proposal. Approval in 90-120 days. Transaction and conversion 60 days.
Proposed 2024 Financial Summary:	AHA Soft funding	AHA will invest \$2 million for capital needs and will support the MTW supplement deposit until released by HUD. Also, AHA will advance funds to pay off the existing mortgage. The investment will be structured as a (secured/unsecured) residual receipts loan. All other financing to remain in place.
	HUD covenant	Declaration of Trust/Restrictive Covenants and/or RAD Use Agreement. These covenants must be senior to any debt or mortgage.
	Rents	120 PBV units (new) plus 25 PBV units (existing) will be at a payment standard between 110-150% AMI. Range of \$2774 - \$3330 per unit. Remaining units will be at market (typically rented at 80% AMI rents). Existing housing choice voucher tenants to remain.
	AHA Ground lease in place	AHA to exercise and ground lease the land back to AAHC. AAHC to retain ownership of the improvements.
	AHA Option to Purchase	AHA to retain the option to purchase.

Draft Timeline:

- June 2024: Submittal of HUD Mixed Finance Development Proposal
- September: Approval by HUD
- November: Implementation of vouchers at site (pay off of Northmarq, deposit to residual receipts, and MTW supplement deposit established.)
- January 2025: MTW supplement deposit released.

Physical Needs Assessment Summary: \$312,000

IP Specific Renovations	
Required by	Scope
2024 PNA - HUD requirement	Curb cross slopes/ADA
2024 PNA - HUD requirement	Barrier/cane detection under staircases - ADA
2024 PNA - HUD requirement	UFAS Doorway/ADA
2024 PNA - HUD requirement	Unit 334 - UFAS doorway
2024 PNA - HUD requirement	Laundry worktable heights - ADA
2024 PNA - HUD requirement	Laundry folding tables - ADA
2024 PNA - HUD requirement	Units 155, 255, 334, 337, 239 levered hardware - ADA
2024 PNA - HUD requirement	Leasing door, public restrooms, storage rooms levered hardware - ADA
2024 PNA - HUD requirement	Community Kitchen UFAS
2024 PNA - HUD requirement	Audio/visual units (HUD minimum)
2024 PNA - HUD requirement	Unit 236 UFAS - ADA
2024 PNA - HUD requirement	Elevator operation permits - out dated
2024 PNA - HUD requirement	Fire stopping - Building 1-3, 5
2024 PNA - HUD requirement	Building 4 - Trash chute moisture damage
2024 PNA - HUD requirement	Landscaping upgrades - bare areas, addtl planting
2024 PNA - HUD requirement	Wood siding repairs - 30% of siding and trim
2024 PNA - HUD requirement	Roof maintenance - organic debris build up
2024 PNA - HUD requirement	Elevator - electronic door curtain upgrade
2024 PNA - HUD requirement	Elevator - hydraulic fluid leakage - inspection

Current Estimate of AHA Funding:

PNA Replacement Reserve	\$1,800,000
MTW Supplement Deposit	\$1,000,000
Northmarq pay off	\$1,800,000
Legal & Escrow	<u>\$ 250,000</u>
	\$4,850,000



Housing Authority
— of the —
City of Alameda

Faircloth to RAD MTW Conference

SEPIDEH KIUMARSI, MANAGEMENT ANALYST – DATA AND POLICY

APRIL 3, 2024



Housing Authority
— of the —
City of Alameda

www.alamedahsg.org



Housing Authority
— of the —
City of Alameda

Overview of the AHA



Established in 1940 in Alameda, California.

About 2,000 vouchers across all programs which includes:

- Housing Choice Vouchers (HCV)
- Project Based Vouchers (PBV)
- Veteran's Affairs Supportive Housing Vouchers (VASH)
- Family Unification Program Vouchers (FUP)
- Shelter Plus Care Vouchers
- Moderate Rehabilitation SRO Vouchers
- Emergency Housing Choice Vouchers (EHV)
- Stability Vouchers (SV)

Current portfolio of over 880 affordable units with 700+ units in the development/acquisition pipeline.

Designated an MTW Expansion agency on March 23, 2022, under the Landlord Incentive Cohort.

Currently have 120 units under Faircloth Authority.



Independence Plaza At a Glance

Built in 1990

Senior property (62+)

186 units spread out across 5 buildings

- 1- and 2-bedroom units only

In terms of subsidy:

- 25 Project-Based Vouchers
- Currently 60 Housing Choice Vouchers
- Currently 100 unsubsidized units
- 1 manager's unit

An Analysis of Independence Plaza

Financial Sustainability Concerns

- Property is in good shape now but is projected to need \$13M in capital needs in the next 20 years
- Annual Subsidy from the City is set to expire at the end of 2026 which would mean \$1.5M+ annual deficit
- Many Unsubsidized tenants are paying between \$460 and \$585 a month

Affordability Concerns for Unsubsidized Residents

- 40% Extremely Low Income, 25% Very Low Income, and 21% Low Income
 - 2023 ELI income limit for Alameda County is \$31k and \$35k for a family of 1 and 2, respectively
- Current monthly rent is \$1,875 for a one-bedroom unit and \$2,250 for a two-bedroom unit

Benefits of Faircloth to RAD

New Funding

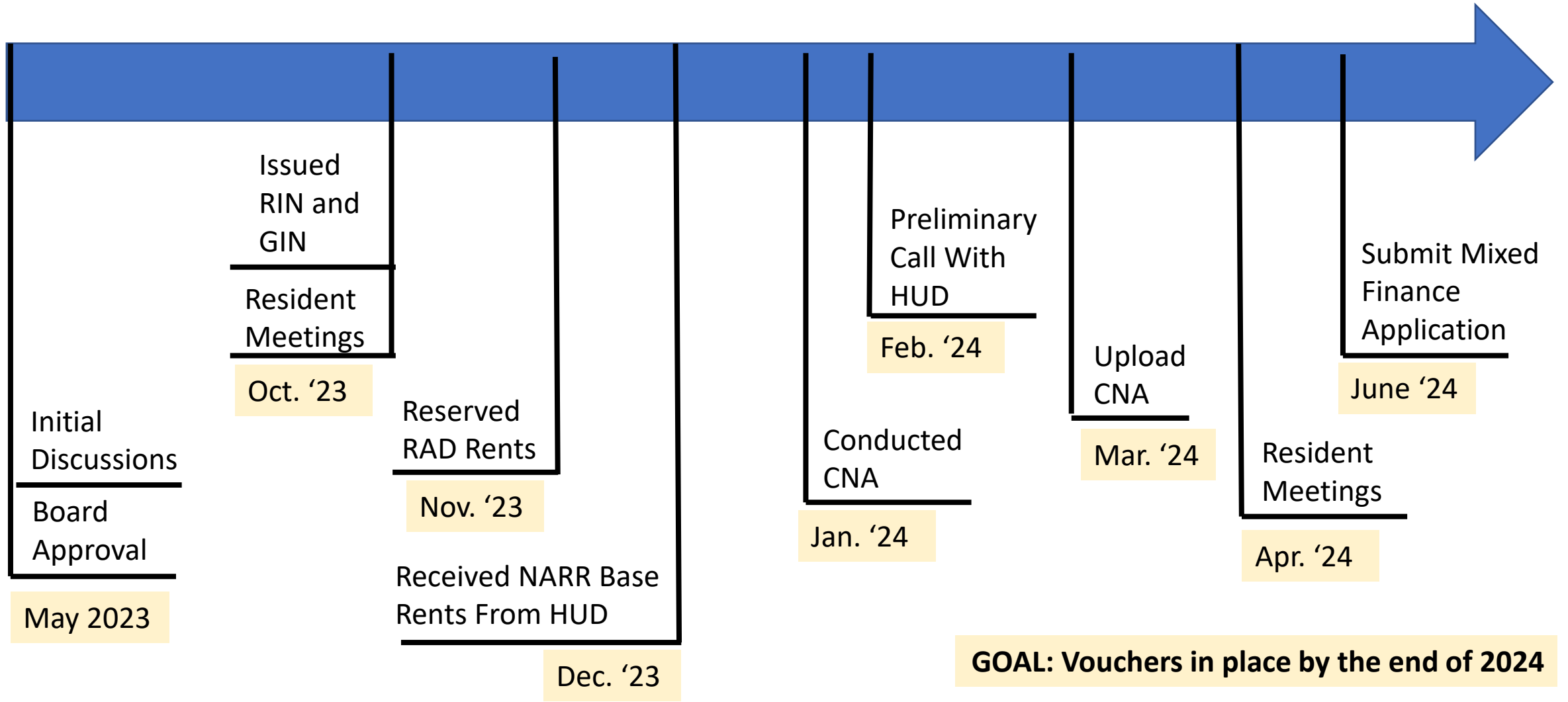


1. By providing vouchers we can provide rent relief and long-term stability for extremely low-income residents.
2. Annual deficit will go away and in later years we can add some debt to be able to do additional renovations.
3. With the additional cash flow, we can maintain the property in a few years through simple refinancing rather than a tax credit syndication.

What's Unique About Our Faircloth to RAD?

- 1. Property is existing and in good shape, not new construction or needing substantial rehabilitation**
 - This allows for a streamlined review and predevelopment timeline
- 2. Property is currently occupied and minor repairs that are needed now will not affect the Certificate of Occupancy at any time**
 - Minor repairs needed for the common area and exterior repairs which means we can avoid displacement of residents
- 3. Financial package has minimal changes**
 - The only new funding is soft funds from the Housing Authority itself, including the MTW rent augmentation, reserve deposits, and funding of minor repairs.
- 4. No change in ownership proposed**
 - Unlike a tax credit transaction
- 5. Quick transfer of units from Public Housing to Project Based Voucher program**
 - We are hoping to only sign one lease

Our Faircloth to RAD Timeline



Recommendations

1. Go to your Board(s) early

- Useful to give a heads-up and build the initial support

2. Resident Information Notice and General Information Notice

- Will scare a lot of residents – be ready and prepared for questions

3. Resident meetings

- Keep your audience in mind – language and other communication barriers, time and location of the meetings, etc.

4. Utilize MTW to the fullest extent

- Fungibility to augment the rents, Increasing payment standards, Increasing PBV program and project caps, etc.

5. Ask questions early and as needed – HUD is a great partner in this effort

Thank you!

Contact Information:

Sepideh Kiumarsi, Management Analyst – Data and Policy

Email: skiumarsi@alamedahsg.org

Phone Number: (510) 747 - 4365