

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

701 Atlantic Avenue • Alameda, California 94501-2161

# AGENDA DATE & TIME LOCATION

# REGULAR MEETING OF THE BOARD OF COMMISSIONERS Wednesday, February 19, 2025 - 6:00 PM

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/82617583123?pwd=BM3TenEVxEayocip8V0NHIZ9Qi0nYb.1

Meeting ID: 826 1758 3123

Passcode: 406791

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

- Send an email with your comment(s) to <u>jpolar@alamedahsg.org</u> and <u>vcooper@alamedahsg.org</u> prior to or during the Board of Commissioners meeting
- Call and leave a message at (510) 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 <a href="mailto:jpolar@alamedahsg.org">jpolar@alamedahsg.org</a>. 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. <u>AB2449 COMPLIANCE</u> "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 Negotiations

(Government Code § 54956.8)

**Property**: 501 Mosely Street, Alameda, CA 94501, APN 074-0905-012-09 Portion of 074-0905-010-12 and Portion 074-0905-010-03

**Agency Negotiation**: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, Alison Torbitt (Nixon and Peabody - counsel)

Negotiating Parties: Housing Authority of the City of Alameda

**Under Negotiation**: Price and terms of payment.

5.B. Conference with Real Property Negotiations

(Government Code § 54956.8)

Property: 2000 Lakehurst Circle, Alameda, CA 94501, APN 074-0905-012-09.

**Agency Negotiation**: Vanessa Cooper, Executive Director, Tonya Schuler-Cummins, Director of Data and Policy, Adrian Guerra, Legal Counsel.

**Negotiating Parties**: Mabuhay and Lakehurst LP **Under Negotiation**: Price and terms of payment.

- 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. Conference with Legal Counsel-Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: One potential case
- 5.E. Conference with Legal Counsel-Anticipated Litigation: Anticipated litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9:One





- potential case
- 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 Meetings held on December 18, 2024 and January 15, 2025. **Page 6**
- 10.B. Accept the Monthly Overview Report for the Housing Programs Department. Page 18
- 10.C. Accept the Monthly Overview Report for Property Operations. Page 21
- 10.D. Accept the Monthly Update on Construction in Progress (CIP). Page 26
- 10.E. Accept the Monthly Construction Report for The Estuary I. Page 29
- 10.F. Accept the Monthly Construction Report for Linnet Corner. Page 35
- 10.G. Accept the Monthly Report for North Housing Offsites. Page 43
- 10.H. Accept the Quarterly Overview Report for the Housing Development Department. **Page 46**
- 10.I. Accept the Quarterly Development Report for The Estuary II. Page 49
- 10.J. Accept the Quarterly Development Report for The Poplar. Page 54
- 10.K. Accept the Quarterly Overview Report for the Executive/Data and Policy and HR Departments. **Page 58**
- 10.L. Accept the Quarterly Overview Report For the Administration and Services Department. **Page 62**
- 10.M. Accept the Quarterly Overview Report for the Asset Management Department. Page 72
- 10.N. Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through December 31, 2024. **Page 74**
- 10.O. Accept the Quarterly Financial Report for the month ended December 31, 2024. Page 99
- 10.P. Accept the Quarterly Investment Report for the Period Ending December 31, 2024. **Page 114**
- 10.Q. Accept Quarterly Family Self Sufficiency (FSS) Report. Page 126
- 10.R. Accept Report on the Housing Authority of the City of Alameda's Records Disposition. **Page 129**
- 10.S. Accept the Summary Memo on North Housing Predevelopment Funding. Page 135
- 10.T. Accept the Housing Authority of the City of Alameda (AHA) 2024 Annual Risk Management Report for the Calendar Year 2024 (January 1, 2024 December





- 31, 2024). Page 141
- 10.U. Authorize the Executive Director or designee to amend and sign the regulatory agreements on AHA/AAHC and ICD sites as necessary and as permitted by other lenders and investors. Page 151
- 10.V. Authorize the Executive Director or Designee to sign an amendment with Hawkins Delafield & Wood, LLP for legal services to increase the budget by \$150,000 in an amount not to exceed \$300,000 and to extend the contract for one additional year to 2026. Page 168
- 10.W. Approve the Quarterly Write-off to December 31, 2024 of Uncollectible Accounts Receivable from Former Residents. **Page 171**
- 10.X. Approve and Authorize the Executive Director to Execute Contract Amendment No.1 Not to Exceed \$250,000 with Downs Pham and Kuei LLP for The Poplar. **Page 174**
- 10.Y. Approve Limited Emergency Powers for the Executive Director (or Designee) to Respond to a Significant or Sudden Change in Regulation or Funding Impacting the Housing Authority or its Programs and Direct the Executive Director to Report Back to the Board of Commissioners No Later Than the Next Regularly Scheduled Board of Commissioners Meeting. Page 205
- 11. AGENDA
- 11.A. Conduct the Public Hearing for the Annual Plan, 5-Year Plan, and Moving to Work Supplement for Fiscal Year Starting July 1, 2025. **Page 208**
- 11.B. Accept IT Update Presentation. Page 270
- 12. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
- 13. WRITTEN COMMUNICATIONS
- 14. EXECUTIVE DIRECTOR'S COMMUNICATIONS
- 15. <u>COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)</u>
- 16. <u>CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD</u> OF COMMISSIONERS – IF NEEDED
- 17. Announcement of Action Taken in Closed Session, if any.
- 18. 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.







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# DRAFT MINUTES REGULAR MEETING OF THE BOARD OF COMMISSIONERS Wednesday, December 18, 2024 - 6:30 PM

### PLEDGE OF ALLEGIANCE

Chair Grob called the meeting to order at approximately 6:40 p.m.

### 1. ROLL CALL

Present: Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy,

Commissioner Joseph-Brown, Commissioner Kaufman,

and Commissioner Tamaoki

Absent: Commissioner Husby

2. AB2449 COMPLIANCE The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances." For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member's relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year. Chair Grob confirmed that there were more than 4 Commissioners present in the noticed meeting room and no Commissioners were attending virtually.





### 3. <u>COMMISSIONER RECUSALS</u>

None.

4. Public Comment (Non-Agenda)

Betsy Canal, Section 8 – Housing Choice Voucher Participant, read the complaint that she sent to the Housing Authority of the City of Alameda on December 12, 2024.

Chair Grob appreciated Ms. Canal for reaching out and bringing the matter to the attention of the Board.

Vanessa Cooper, Executive Director, stated that the Board received a copy of the Housing Authority of the City of Alameda's (AHA) response to Ms. Canal's complaint submitted on December 12, 2024.

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

Chair Grob adjourned to Closed Session at approximately 6:47 p.m.

- 5.A. Conference with Legal Counsel-Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: One potential case
- 5.B. Public Employee Performance Evaluation (Ca. Government Code § 54957)
  Title: Executive Director
- 6. Adjournment of Closed Session

Chair Grob adjourned Closed Session at 7:55 p.m.

7. RECONVENE REGULAR MEETING

Chair Grob reconvened the Regular Meeting at 7:55 p.m.

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

Chair Grob stated that during the Closed Session the Board discussed the Board discussed items 5.A and 5.B.

9. Public Comment (Non-Agenda)





None.

### 10. <u>CONSENT CALENDER</u>

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

- \*10.A. Approve Minutes of the Regular Board of Commissioners Meeting held on November 20, 2024.
- \*10.B. Accept the Monthly Construction Report for The Estuary I.
- \*10.C. Accept the Monthly Construction Report for Linnet Corner.
- \*10.D. Accept the Monthly Report for North Housing Offsites.
- \*10.E. Authorize the Executive Director or designee to execute Amendment No. 1 for an amount not to exceed \$2,300,000 and a two-year extension with Life Skills Training and Education Programs, Inc ("LifeSTEPS")
- \*10.F. Accept Report on the Potential Purchase of BMR Property 440 Roth Lane.
- \*10.G. Provide temporary approval of employee benefits changes, including activities encouraging retention of staff who have worked more than 3 years for the Housing Authority of the City of Alameda (AHA), and adjustment to Vacation Accrual Caps, increase to Tuition Reimbursement, and modification to the Oncall Compensation Provisions for all eligible employees.
- \*10.H. Authorize the Executive Director to Negotiate and Execute License Agreements with Lakehurst and Mosely LP and Mabuhay and Lakehurst LP for Construction Laydown and Stockpile Activities.

Items accepted or adopted are indicated by an asterisk.

Commissioner Tamaoki stated that as an underwriter it is important to be able to differentiate between a property's mandatory operating expenses and expenses undertaken voluntarily by the owner. To that extent he recommended that expenses related to services provided by LifeSTEPS be presented as a separate line item in the property budgets. Ms. Cooper confirmed that these services are presented, as recommended, in the overall budget.

Commissioner Sidelnikov commended staff for proactively seeking opportunities to purchase Below Market Rate (BMR) properties with the goal of repurposing the properties as low-income housing.

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

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





### 11. AGENDA

11.A. Accept an Update on the Housing Authority of the City of Alameda's (AHA) Independence Plaza Restore-Rebuild (Formerly Faircloth-to-RAD) Efforts and Authorize an Agreement with Alameda Affordable Housing Corporation (AAHC) to Remain As the Property Manager.

Ms. Cooper appreciated staff for the hard work performed to complete the Restore-Rebuild transition at Independence Plaza. Sepideh Kiumarsi, Sr. Management Analyst, provided a presentation that summarized an update on the Independence Plaza Restore-Rebuild transition.

Commissioner Tamaoki expressed appreciation for the effort put forth by staff to complete the Restore-Rebuild transition in a very short period of time. This transition addresses previous concerns surrounding the financial feasibility of Independence Plaza. Ms. Cooper especially recognized Tonya Schuler-Cummins, Director of Data and Policy, and Sylvia Martinez, Director of Housing Development, for the extra efforts put forth by their departments to complete this transition expeditiously.

Commissioner Tamaoki moved to accept an update on the Housing Authority of the City of Alameda's (AHA) Independence Plaza Restore-Rebuild (Formerly Faircloth-to-RAD) Efforts and Authorize an Agreement with Alameda Affordable Housing Corporation (AAHC) to Remain as the Property Manager, and Chair Grob seconded. The motion passed unanimously.

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

11.B. Authorize the Executive Director or designee to amend and sign the regulatory agreements on AHA/AAHC and ICD sites as necessary and as permitted by other lenders and investors.

Shanon Lampkins, Director of Asset Management, summarized the memo for item 11.B, which begins on page 248 of the Board Packet, and staff's request to revise the Regulatory Agreement to further the Housing Authority of the City of Alameda's (AHA) goals and ensure that the items that needed to maintain affordability are explicitly stated in the agreement. Ms. Cooper noted that the request to include language indicating that AHA may conduct a utility allowance study, is in response to the discovery that while AHA sets its utility allowances for most programs, including for those tenants who reside in buildings not owned by AHA, these allowances are based on an average which may underestimate or overestimate the cost of utilities for any given project. Conducting utility allowance studies will allow for more accurate determination of the utility allowances to be implemented on any project. However, to conduct a utility





allowance study, tenants will need to submit their utility bills to AHA. As there is no way to mandate this submittal in the resident leases, including an allowance for AHA to conduct utility allowance studies in the Regulatory Agreement, will aide in the ability to more accurately determine utility allowances for each property.

In response to Commissioner Kaufman, Ms. Cooper stated that the Regulatory Agreement must be accepted/signed by the property owner, which is very often AHA, and the lender and/or investor in properties, where applicable. The Regulatory Agreement is not usually seen by tenants unless there is need to enforce compliance. Ms. Lampkins stated that the requested changes are in alignment with the regulatory agreements used by industry lenders and investors. As requested by Commissioner Tamaoki, Ms. Cooper stated that staff will broaden the language to specify the requirement for tenants to submit their utility statements to AHA, for the purposes of conducting a utility study, and bring the revised language back to the Board for approval.

Chair Grob moved to authorize the Executive Director or designee to amend and sign the regulatory agreements, with, as recommended, inclusion of the language clarifying tenant submittal of their utility statements, and the term of the agreement being started at 55 years following the effective date, on AHA/AAHC and ICD sites, as necessary, and as permitted by other lenders and investors, and Commissioner Kaufman seconded. The motion passed unanimously.

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

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

None.

### 13. WRITTEN COMMUNICATIONS

Ms. Cooper stated that the Board was provided with copies of Ms. Canal's letter that was submitted as written public comment, and AHA's response to this comment.

### 14. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Cooper stated that immediately following the finalization of the Independence Plaza Restore-Rebuild transition, AHA opened its Housing Waitlist application period. An even broader team of AHA staff, including the





Administrative Services department, were involved in this project. All changes suggested by HUD were implemented. The waitlist application period ended on December 16, 2024, at 12 Noon, and through AHA's extensive outreach campaign, which generated 37,000 unique website visitors, approximately 18,000 applications were received. Applications were submitted and accepted online and in paper form. This was an agency wide effort in which every AHA staff member was involved. Every AHA staff member was assigned shifts to either address emails and phone calls or to staff the application centers. Ms. Cooper thanked all of the AHA partners that served as application centers, including the Alameda Boys & Girls Club, Alameda Free Library, College of Alameda, Alameda Point Collaborative, Independence Plaza, Mastick Senior Center, and Village of Love.

Ms. Cooper stated that staff increased the number of AHA residents enrollment into the AC Transit program, which gives tenants access to free public transit, by 63%. The program serves tenants of Anne B. Diament, Rosefield Village, Everett Commons, and Lincoln Willow. Ms. Cooper appreciated the LifeSTEPS staff for their efforts in promoting this program.

Referring to the Independence Plaza Restore-Rebuild transition, Ms. Cooper appreciated the staff of FPI Management, including Christina Soto, Community Director, the maintenance staff, and the on-site assistant, for the tremendous effort put forth to complete the transition expeditiously.

Ms. Cooper stated that staff is preparing to distribute home care kits to 57 Emergency Housing Vouchers holders. These kits include cleaning items, toiletries, cookware, flatware, and other useful kitchen and bathroom items. HUD provides the funds for the ordering and distribution of these very practical care packages.

Ms. Cooper stated that at the end of every year, AHA collaborates with the City of Alameda Firefighter Toy Program. This year, Joshua Altieri, Community Relations Manager, assisted with creating an online form for families to apply to the program. Over 601 City of Alameda families applied for gifts, 263 of which were AHA households. The gifts will be distributed to the families in the next two weeks.

Ms. Cooper introduced and welcomed Stephanie Easter, Program Assistant, who will serve as back up for Jasmine Polar, Sr. Executive Assistant, and will be preparing the January Board Packet in Ms. Polar's absence.

# 15. <u>COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)</u>

Commissioner Joseph-Brown complimented staff for the waitlist communication;





noting that this communication was so wide spread that it was included on TikTock.

| 16. | CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD |
|-----|---|
|     | OF COMMISSIONERS – IF NEEDED                              |

N/A

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

N/A

### 18. <u>ADJOURNMENT</u>

Chair Grob adjourned the meeting at 8:32 p.m.

Vanessa M. Cooper Secretary and Executive Director

Carly Grob, Chair Board of Commissioners







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

701 Atlantic Avenue • Alameda, California 94501-2161

# DRAFT MINUTES REGULAR MEETING OF THE BOARD OF COMMISSIONERS WEDNESDAY, JANUARY 15, 2025

### PLEDGE OF ALLEGIANCE

Chair Grob called the meeting to order at 6:35 p.m.

At the request of Commissioner Joseph-Brown, the Board observed a moment of silence for the victims of the Los Angeles fires.

### 1. ROLL CALL

Present: Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy,

Commissioner Husby, and Commissioner Joseph-Brown

Absent: Commissioner Kaufman and Commissioner Tamaoki

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.





Chair Grob confirmed that there were 4 Commissioners present in the noticed meeting room and no Commissioners were attending virtually.

### 3. COMMISSIONER RECUSALS

None.

4. Public Comment (Non-Agenda)

None.

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

Chair Grob adjourned to Closed Session at 6:35 p.m.

- 5.A. Conference with Legal Counsel-Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9: One potential case
- 5.B. Public Employee Performance Evaluation (Ca. Government Code § 54957)
  Title: Executive Director
- 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)
- 6. Adjournment of Closed Session

Chair Grob adjourned Closed Session at 7:07 p.m.

### 7. RECONVENE REGULAR MEETING

Chair Grob reconvened the Regular Meeting at 7:07 p.m.

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

Chair Grob stated that during Closed Session the Board discussed items 5.A, 5.B, and 5.C.

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 Annual Review of the Investment Policy.
- \*10.B. Approve 2024-25 Goals for the Executive Director and Approve Changes to the 2014 Contract with the Executive Director.
- \*10.C. Approve Changes to the Administrative Plan
- \*10.D. Approve the Annual Intern Program and Continuation of a One-Year Rotating Fellowship Program for Graduates of the Intern Program.
- \*10.E. Authorize the Executive Director or Designee to sign an amendment with Aleshire & Wynder, LLP for special counsel services to increase the budget by \$150,000 in an amount not to exceed \$300,000, to add HR legal Services, and to extend the contract for one additional year to 2026.
- \*10.F. Authorize the Executive Director to execute the fourth amendment to the agreement with Nova Commercial Company, Inc. for janitorial services to extend by one month.

Items accepted or adopted are indicated by an asterisk.

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

Yes 5 Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, and Commissioner Joseph-Brown

### 11. AGENDA

11.A. Review Analysis of Impediments Draft Report and approve AHA to commit to recommended actions.

Vanessa Cooper, Executive Director, introduced Ana Campos, Management Analyst. Ms. Campos presented an overview of the Regional Analysis of Impediments.

In response to Chair Grob, Ms. Campos stated that the completion of this analysis is a federal requirement that the Housing Authority of the City of Alameda (AHA) satisfies through submitting its analysis to the County of Alameda who in turns is responsible for the submission of the plan. Tonya Schuler-Cummins, Director of Data and Policy, stated that the County of Alameda periodically (about every 6 months to a year) reaches out to AHA to check in on the progress of the analysis. The County provides this information to the State.





Chair Grob moved to review Analysis of Impediments Draft Report and approve AHA to commit to recommended actions, and Commissioner Decoy seconded. The motion passed unanimously.

Yes 5 Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, and Commissioner Joseph-Brown

11.B. Authorize the Executive Director to Execute Amendment No.2 with Rincon Consultants, Inc. for \$85,000 and to Execute Amendments Up To \$351,162 for Environmental Consulting Services for The Poplar (2615 Eagle Avenue).

Jenny Wong, Sr. Project Manager, provided the Board with copies of the amended presentation and Board memo for item 11.B. Ms. Wong provided a presentation that summarized the Poplar Rincon Consultants Environmental Scope and included a recommendation to Execute Amendment No.2 with Rincon Consultants, Inc., for an amended amount of \$82,092 and to Execute Amendments Up To \$348,254 for Environmental Consulting Services for The Poplar. These numbers are updated from the published Board report.

In response to Vice-Chair Sidelnikov, Sylvia Martinez, Director of Housing Development, stated that the \$75k contingency is being requested by AHA staff, not the consultant, to ensure that the Executive Director can authorize and allow any changes, additional reports, and the addressing of unforeseen conditions after the final round of upcoming tests. The Board will be informed if there is a need for any of these.

Chair Grob moved to authorize the Executive Director to Execute Amendment No.2 with Rincon Consultants, Inc., as amended, for an amount of \$82,092 and to Execute Amendments Up To \$348,254 for Environmental Consulting Services for The Poplar, and Commissioner Joseph-Brown seconded. The motion passed unanimously.

Yes 5 Chair Grob, Vice-Chair Sidelnikov, Commissioner Decoy, Commissioner Husby, and Commissioner Joseph-Brown

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

None.

- 13. WRITTEN COMMUNICATIONS
  None.
- 14. EXECUTIVE DIRECTOR'S COMMUNICATIONS



Ms. Cooper introduced Lloyd Meltzer, Construction Project Manager, who provided a brief overview of his professional background. Ms. Cooper stated that Mr. Meltzer will be working with Joseph Nagel, Sr. Construction Project Manager, and thanked Mr. Meltzer for attending the Board Meeting in-person.

Ms. Cooper appreciated Commissioner Joseph-Brown for her recognition of the tragic fires in Los Angeles. AHA has been informed by the Housing Authority of the City of Los Angeles (HACLA) that both their residents and staff have been impacted by the fires. AHA will stay in contact with HACLA to keep abreast of the situation and to offer AHA's assistance during this time. While specific requests have yet to be received, as done in response to the Butte County fires, AHA may reach out to make HACLA aware of any AHA inventory that is available and offer staff to assist with inspections, so that they can come back online as soon as possible.

Ms. Cooper encouraged the Board and staff to visit the North Housing site, as the project is progressing rapidly. After completing Faircloth to RAD and the opening of the waitlist, AHA is now working collaboratively on all aspects of the North Housing project, including construction, leasing, documents, property management, etc.

| 15. | COMMISSIONER COMMUNICATIONS, (Communications from the |
|-----|---|
|     | Commissioners)  |

None.

16. <u>CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED</u>

None.

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

None.

18. <u>ADJOURNMENT</u>

Chair Grob adjourned the meeting at 7:40 p.m.

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







**PHONE:** (510) 747-4300 **FAX:** (510) 522-7848

**TTY/TRS:** 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Director of Data and Policy

Date: February 19, 2025

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**

### **VASH Award**

The Department of Housing and Urban Development (HUD) Field Office presented the Housing Authority of the City of Alameda (AHA) with an award for its Veterans Affairs Supportive Housing (VASH) program. AHA partnered with the Housing Authority of the County of Alameda, Oakland Housing Authority, and its local Veterans Affairs Medical Center (VAMC) to reallocate 36 vouchers. At this time, all vouchers have been issued and 24 are already under contract and receiving assistance.

### **Annual Owner Workshops**

A training was held for our Project-Based Voucher (PBV) owners on January 23, 2025. HPD has expanded the use of online forms for PBV owners to include forms for requesting rent increases, extensions to meet the Housing Quality Standards for inspections, vacancy loss, and referrals for vacant units.

### Restore Rebuild (formerly Faircloth to RAD)

AHA completed the Restore Rebuild conversion at Independence Plaza in November 2024. During December 2024, staff processed the former Public Housing residents into the PBV program. Since then staff have been processing new requests for the PBV assistance from families at Independence Plaza along with the families that needed to change units to be eligible for the Restore Rebuild. February 1, 2025 was the deadline for current Independence Plaza families to be leased under this program. The December 2024 wait list will provide families for the units moving forward.



### **Shortfall Update**

On Wednesday, January 29, 2025, HUD staff informed AHA that the Housing Choice Voucher program is officially out of shortfall. Staff is not recommending an increase in spending, however, as the AHA is anticipated to be back in shortfall before the end of the year due to rent increases requested by owners and the lease-up of 80 vouchers currently under AHAP with Linnet Corner and Estuary I.

### **Staff Updates**

AHA is currently recruiting a Housing Specialist II to work with the Family Self-Sufficiency Program (FSS). This position will be responsible for continuing to grow the FSS program and will report to the Assistant Director of Housing Programs. FSS enrollment is currently at 25 participants. However, we have a current waiting list for the program and want to fill this position quickly to continue the enrollment process. The department is not planning on replacing the vacancy in the department due to the departure of a Housing Specialist. In an effort to improve customer service, walk-in participants and applicants will be allowed to see caseworkers without an appointment from 8:30 a.m. to 11:30 a.m. Monday through Thursday.

### **FISCAL IMPACT**

For report only, no fiscal impact.

### **CEQA**

N/A

### RECOMMENDATION

Accept the Monthly Overview of the Housing Programs Department.

### **ATTACHMENTS**

1. December 2024 HPD BOC Dashboard

Respectfully submitted,

Tonya Schuler-Cummins, Director of Data and Policy

# Housing Programs Department Dashboard for December 2024

| Total NON-AC            | Total NON-ACC Vouchers Leased By Type | / Type         |
|-------------------------|---------------------------------------|----------------|
|                         |                                       | Amount         |
| Program                 | Vouchers Leased                       | Awarded/Funded |
| Shelter Plus Care       | 18                                    | 18             |
| Moderate Rehabilitation |                                       |                |
| SRO                     | 29                                    | 30             |

|  | Vouchers Leased         An           1005         No           323         No           232         No           0         No | 1005 Not Applicable 323 Not Applicable 232 Not Applicable 0 Not Applicable |
|--|---|--|
| Housing Choice Vouchers (HCV) Project Based Vouchers (PBV) AHA-Owned HCV Port Outs | 1005 No<br>323 No<br>232 No<br>0 No   | ot Applicable ot Applicable ot Applicable ot Applicable                    |
| (HCV) Project Based Vouchers (PBV) AHA-Owned HCV Port Outs                         | 1005 No<br>323 No<br>232 No<br>0 No   | ot Applicable ot Applicable ot Applicable ot Applicable                    |
| Project Based Vouchers (PBV) AHA-Owned HCV Port Outs                               | 323 No<br>232 No<br>0 No  | ot Applicable<br>ot Applicable<br>ot Applicable                            |
| (PBV) AHA-Owned HCV Port Outs  | 323 No<br>232 No<br>0 No  | ot Applicable<br>ot Applicable<br>ot Applicable                            |
| AHA-Owned HCV Port Outs  | 232 No<br>0 No  | ot Applicable<br>ot Applicable   |
| Port Outs  | 0 0   | ot Applicable  |
| Esmily Haification Degram  |   |  |
|  |   |  |
| (FUP)  | 43  | 50   |
|  |   |  |
| Veterans Affairs Supportive  |   |  |
| Housing (VASH)   | 61  | 76   |
| Stability Vouchers (SV)  | 1   | 10   |
| Total Vouchers Leased  | 1664  |  |
| Units on ACC   | 1923  |  |
| ACC Vouchers Not Leased  | 259   |  |

| ouchers*                    |              | 37      | 16            | 53           | 57            | ase over                     | et of the                     | rohibition                    |
|-----------------------------|--------------|---------|---------------|--------------|---------------|------------------------------|-------------------------------|-------------------------------|
| Emergency Housing Vouchers* | HV (7760) in | Alameda | EHV Port Outs | Fotal Leased | Fotal Awarded | *vouchers will decrease over | time due to the sunset of the | program and HUD's prohibition |

| issuance to those leased up in   |
|----------------------------------|
| December 2024 (days)             |
|                                  |
| 183.0                            |
| Average Tenant Rent to Owner     |
| \$ 556.95                        |
| Average TTP                      |
| \$ 621.84                        |
| Average HH income                |
| \$ 25,619.38                     |
| Percentage of Inspections Passed |
| First-Time (12/2024)             |
| 2%                               |
| Inspections Completed (12/2024)  |
| 191                              |

|              | Average of HAP per Bedroom size | er Bedroom size     |
|--------------|---------------------------------|---------------------|
| Bedroom Size | Average HAP                     | Count of Households |
| 0            | \$ 706.34                       | 460                 |
| 1            | \$ 1,794.36                     | 594                 |
| 2            | \$ 2,122.34                     | 534                 |
| 3            | \$ 2,743.76                     | 183                 |
| 4            | \$ 3,094.81                     | 29                  |
| 5            | \$ 5,128.00                     | 1                   |



**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: February 19, 2025

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 previous 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 January 2025 for all properties FPI Management (FPI) manages. We continue to work closely with FPI to improve overall property operations.

### VACANCY

The attached table (Attachment 1) reflects the end of month occupancy and leased rate per site. Staff are working with FPI to improve the timeliness of the leasing efforts and review vacancy loss weekly with FPI to reduce vacancies and improve the unit turn process. The average days to make ready for the month of January 2025 was 7, which is a significant improvement in comparison to January 2024 which reflected an average of 38 days.

Below is a recap of the quarterly average days to make ready for 2024:

Q1 - 25 Days

Q2 - 18 Days

Q3 - 13 Days

Q4 - 7 Days

In Q3 of 2024 AHA implemented a pre-screening process to assist with the leasing efforts of PBV units at Anne B. Diament, Parrot Village, and Littlejohn Commons. The intent is to minimize the amount of downtime during the outreach and review of the initial resident selection criteria with staff performing the outreach, initial review of



occupancy and income qualifications, and mailing of disposition letters to families and the Housing Programs Department. Once applications have been identified as prequalified, the files will be sent to FPI for final criteria review to include background and landlord reference confirmation. Thus far, this process has proven to be beneficial, and we included the pre-screening process for Independence Plaza and Parrot Village 4-bedroom units, effective in September 2024, and all remaining PBV units within the portfolio were added to this process effective November 2024. This practice will be used for the lease up efforts for Estuary I and Linnet Corner. 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.

Vacancies that do not have a waitlist are posted on the AHA website and applications are available through the Resident Managers, as well as <u>affordablehousing.com</u>, GoSection 8 (the Section 8 online search engine), and on Craigslist.

### RENT COLLECTIONS

The attached table (Attachment 1) provides the rent collection rate versus budget for all AHA-owned and affiliate-owned sites managed by FPI. Overall portfolio rent collection rate for the month of January 2025 was 100.1%.

Properties with collection rates in excess of 95% are due to higher market rents achieved vs. budget coupled with increased subsidy payments. The lower collection rates for January 2025 are primarily due to the units pending legal action, past due balances for residents (some properties are still affected by non-payment of rent during the COVID-19 pandemic), and lower subsidy collected due to abatement of payments due to failed HQS inspections. Failed inspections and potential abatement is reviewed and audited weekly with subsidy payments that are withheld over 30 days the responsibility of FPI and applied as a credit to the management fee in future months. Such credits can be expected to be reflected in Q1 of 2025 for Eagle Village, Esperanza, China Clipper, and AAHC scattered sites.

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 \$460,840. Of this, the total delinquency for residents in legal (i.e. subject to a 30-day notice of termination) is \$357,643.

All residents with a past due balance are 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. 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 2024. 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. Rent increase notices are served at least 60 days in advance of the effective date to provide ample notice to residents.

### SOCIAL SERVICES

LifeSTEPS has been providing aid to tenants and households and continues to link them to financial and social service agencies, as needed. LifeSTEPS is also actively engaged in resident functions and participated in the Town Hall meetings conducted in October 2024 along with the FPI and AHA management teams. In the month of November 2024, FPI and LifeSTEPS collaborated to engage with residents to introduce and encourage online and automated payment options through the resident portal such as WIPS (walk in payment system) and Flex. Flex is a new payment option that allows residents to pay rent on a bi-monthly schedule. However, landlords receive rent payments as they are due per the lease terms. This new option was well received by the residents based on feedback received during the Town Hall meetings held in October 2024.

The LifeSTEPS team is including follow up sessions with the residents in the month of February to continue to encourage the online options available and enrollment in the Rent Café'/the resident portal.

### **MAINTENANCE**

Unit by unit inspections were conducted by FPI for each community in June 2024 and annual HQS inspections were completed in December 2024. These inspections allow management and ownership to proactively address any repairs needed, evaluate overall property condition, and assist residents that may need social services to address personal needs.

AHA continues to conduct bi-weekly site inspections to assess all common areas, vacant units, and potential life safety matters.

### **HIRING**

The department is recruiting for a Property Management Supervisor.

### **FISCAL IMPACT**

Not applicable.

### **CEQA**

Not applicable.

### **RECOMMENDATION**

Accept the Monthly Overview Report for Property Operations.

### **ATTACHMENTS**

1. February Board Memo Attachment 1

Nancy Gerardin, Director of Property Operations

Respectfully submitted,

Page 24 of 288

# ATTACHMENT 1

| Property Name     | Owned | Managed<br>bv | Total<br>units | Senior or<br>Family | Manager<br>units | Gross Potential<br>Rent (Budgeted) | Resident Rent<br>Collected | Subsidy<br>collected | Total Rent<br>Collected | %<br>collected | Current Total 0-30 Day AR 31-60 Day Unpaid Charges | 0-30 Day AR |        | 61-90 Day AR | 61-90 Day AR 90 + Day AR | Eviction Status<br>AR - January |
|-------------------|-------|---------------|----------------|---------------------|------------------|------------------------------------|----------------------------|----------------------|-------------------------|----------------|--|-------------|--------|--------------|--------------------------|---------------------------------|
|                   |       |               |                |                     |                  |                                    |                            |                      | (Actual)                |                | January Month<br>End                               |             |        |              |                          | Month End                       |
| hina Clipper      | AHHC  | FPI           | 26             | Family              | 0                | \$53,626.00                        | \$10,964                   | \$ 46,034            | \$ 56,998               | 106.3%         | \$ 4,213   | \$ 192      | \$ 20  | \$ 49        | \$ 3,922                 | \$ 23,228                       |
| speranza          | AAHC  | Ē             | 120            | Family              | 1                | \$392,959.00                       | \$82,683                   | \$ 275,972           | \$ 358,655              | 91.3%          | \$ 19,665  | \$ 152      | \$ 146 | \$ 448       | \$ 18,918                | \$ 69,520                       |
| ttlejohn Commons  | 9     | Ē             | 31             | Senior              | 1                | \$74,345.00                        | \$13,618                   | \$ 53,021            | \$ 66,639               | 89.68          | \$ 335   | \$ 296      | 0\$    | \$ 25        | \$ 14                    | 0\$                             |
| Parrot Garden     | AHA   | FPI           | 8              | Family              | 1                | \$25,384.00                        | 095'9\$                    | \$ 8,477             | \$ 15,037               | 59.2%          | 0\$  | 0\$         | 0\$    | 0\$          | 0\$                      | 0,                              |
| Parrot Village    | AAHC  | FB            | 20             | Family              | 1                | \$183,063.00                       | \$37,310                   | \$ 119,722           | \$ 157,032              | 82.8%          | \$ 17,183  | \$ 338      | \$ 25  | \$ 603       | \$ 16,217                | \$ 18,287                       |
| Everett Commons   | 9     | FPI           | 20             | Family              | 1                | \$59,709.00                        | \$12,427                   | \$ 36,671            | \$ 49,098               | 82.2%          | \$ 394   | \$ 49       | 0\$    | \$ 16        | \$ 329                   | \$ 1,255                        |
| Scattered Sites   | AHA   | Ē             | 25             | Family              | 0                | \$53,482.00                        | \$16,318                   | \$ 39,784            | \$ 56,102               | 104.9%         | \$ 2,234   | \$ 342      | \$ 25  | \$74         | \$ 1,793                 | \$ 879                          |
| Scattered Sites   | AAHC  | ГĀ            | 27             | Family              | 0                | \$64,222.00                        | \$25,355                   | \$37,678             | \$ 63,033               | 98.1%          | \$ 45,086  | -\$ 95      | \$ 52  | \$ 53        | \$ 45,076                |                                 |
| Rosefield Village | 9     | FPI           | 92             | Family              | 1                | \$188,980.00                       | \$74,321                   | \$ 77,625            | \$ 151,946              | 80.4%          | \$ 5,277   | \$ 650      | 0\$    | \$ 38        | \$ 4,589                 | \$ 187,75                       |
| Eagle Village     | AAHC  | Ē             | 36             | Family              | 1                | \$94,381.00                        | \$19,092                   | \$74,378             | \$ 93,470               | %0.66          | 856'£ \$-  | -\$ 28      | 0\$    | 0\$          | -\$ 3,931                | \$ 33,559                       |
| ndependence Plaza | AAHC  | FP            | 186            | Senior              | 2                | \$460,813.00                       | \$113,703                  | \$ 476,822           | \$ 590,525              | 128.1%         | \$ 9,716   | \$ 368      | 0\$    | \$ 9,348     | 0\$                      | \$ 23,158                       |
| Anne B Diament    | AHHC  | FP            | 9              | Senior              | 1                | \$138,986.00                       | \$29,287                   | \$ 103,763           | \$ 133,050              | 92.7%          | \$ 3,052   | \$ 26       | \$ 25  | \$ 209       | \$ 2,792                 |                                 |
| TOTAL             |       |               | 989            |                     | 10               | \$1,789,950.00                     | \$441,638.00               | \$1,349,947.00       | \$1,791,585.00          | 100.1%         | \$ 103,197   | \$2.291     | \$323  | \$10,863     | \$89,719                 | \$357,643                       |

# Month Ending January 2025

| Property Name      | Owned<br>by | Total Vacant<br>01/31/2025 | Occupancy | Keased % |
|--------------------|-------------|----------------------------|-----------|----------|
| China Clipper      | УННС        | 1                          | 96.15%    | 96.15%   |
| Esperanza          | AAHC        | 7                          | 94.30%    | 94.30%   |
| Littlejohn Commons | ICD         | 0                          | 100.00%   | 100.00%  |
| Parrot Garden      | АНА         | 1                          | 87.50%    | 87.50%   |
| Parrot Village     | AAHC        | 7                          | 86.00%    | 86.00%   |
| Everett Commons    | CD          | 4                          | 80.00%    | 80.00%   |
| Scattered Sites    | АНА         | 2                          | 92.30%    | 92.30%   |
| Scattered Sites    | AAHC        | 0                          | 100.00%   | 100.00%  |
| Rosefield Village  | ICD         | 10                         | 89.13%    | 94.56%   |
| Eagle Village      | AAHC        | 0                          | 100.00%   | 100.00%  |
| Independence Plaza | AAHC        | 6                          | 95.16%    | 95.16%   |
| Anne B Diament     | АННС        | 2                          | 96.92%    | 96.92%   |
| TOTAL              |             | 43                         | 93.8%     | 94.49%   |



**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, Senior Construction Project Manager

Date: February 19, 2025

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 and safety needs and items for short-term attention. AHA and AAHC have completed or begun all health and 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. Priority tasks are divided between onsite FPI staff and contracting, and larger projects where there may be additional plan and permit submissions, which are undertaken by AHA staff. The Housing Development Department is currently recruiting an additional Construction Manager to assist with the roll-out of these upcoming CIP projects. 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 following construction projects are in progress as of this Board Meeting.

1. China Clipper Balcony Repairs

Site: China Clipper

Estimated total cost: \$110,000

Source of funds: Property Operating Budget

Purpose: Repair balconies in compliance with Senate Bill 721 recommended repairs.

Timeline: This scope of work is expected to take 9 months to complete.



Status: AHA is currently procuring professional Architectural and Engineering services

2. Lincoln House Balcony Repairs

Site: China Clipper

Estimated total cost: \$50,000

Source of funds: Property Operating Budget

Purpose: Repair balconies in compliance with Senate Bill 721 recommended repairs.

Timeline: This scope of work is expected to take 9 months to complete.

Status: AHA is currently procuring professional Architectural and Engineering services

3. Independence Plaza Community Room Kitchen ADA Accessibility Renovation

Site: Independence Plaza Estimated total cost: \$69,400

Source of funds: Property Operating Budget Purpose: HUD required accessibility renovations. Timeline: Work is expected to take 5 to 6 months.

Status: The permit application and plans are in the building dept. for review.

4. Portfolio Seismic Assessment and Remediation Reports

Sites: AHA, AAHC Porfolio.

Total cost: \$TBD

Source of funds: AHA General Fund

Purpose: Review and analyze the potential seismic vulnerability to earthquake damage to structures within the existing portfolio and outline necessary repairs or modifications needed to improve their structural integrity and minimize potential damage during an earthquake.

Status: AHA is currently procuring professional engineering services.

5. HazMat Remediation and Demolition of Existing Structures at The Poplar, 2615

Eagle Ave. (Formerly AUSD Maintenance)

Sites: The Poplar Total cost: \$TBD

Source of funds: Poplar predevelopment sources

Purpose: Remediate, demolish and dispose of the existing physical improvements at

2615 Eagle Ave. For the purposes of future development.

Status: Demolition permit is currently under review at the city planning dept. and AHA is procuring remediation, demolition and monitoring services.

### **FISCAL IMPACT**

Funding for repairs and maintenance on existing properties owned by either AHA or the AAHC is from either property reserves or the 2025 Reserve Policy Preservation Budget, as adopted by the AHA Board of Commissioners. Funding for the Poplar Is being supported by redevelopment funds from the City of Alameda.

### **CEQA**

None

### **RECOMMENDATION**

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

### **ATTACHMENTS**

None

Respectfully submitted,

Joseph Nagel, Senior Construction Project Manager



**PHONE:** (510) 747-4300 **FAX:** (510) 522-7848

**TTY/TRS:** 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Jocelyn Layte, Acting Associate Project Manager

Date: February 19, 2025

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 or households, including one manager's unit. Amenities include property management offices, social service coordination offices, a community room, a mail room, central laundry, central courtyard, and secure bike parking. J.H. Fitzmaurice, Inc. (JHF) initiated construction on January 30, 2024, and is scheduled to achieve completion on or before August 8, 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 January 28, 2025, is approximately 80%. The exterior wraps of the building have been completed with scaffolding removed. Solar installation has been completed on the roof top, interior finishes and paint are wrapping up this month. The elevator has been installed along with smoke doors on all floors. Unit flooring, cabinets, and counter tops are being installed on all floors and exterior work for landscaping prep and installation of concrete forms are under way. The site is anticipating a pre-punch walk by late April.

CCTV cameras and the live guard, patrolling the site after hours and weekends, provide security at the site as JHF continues to make good construction progress. Currently, the project is on-track to complete on time. This month's construction activities include installation of vanity mirrors, plumbing finishes, wire shelving, counter tops and



bathroom accessories, elevator installation, sunshade installation on the exterior of the building, excavation and installation of bio retention areas and drains, and exterior courtyard work preparing for concrete pours. .

Change orders over the past month total \$49,838, bringing the total approved change orders to \$438,017. An owner's hard cost contingency and a General Contractor's contingency (already budgeted within the GC contract) are available for upgrades, master-plan cost overruns, as well as unexpected costs detailed below. Owner contingency funds are held separately from the contract. Executed change orders have utilized 24% of available contingency.

The total projected use of owner contingency is 81%. Only the Executive Director can approve additional costs to the contract and staff closely reviews all prospective change orders at the site.

### Operation and Lease Up Activities

Staff is working with cross-agency departments and external partners to prepare the project for leasing in 2025. Weekly All-hands meetings and coordination have begun and will continue through full lease up and transition of the property to Property Operations. This month, the team is focusing on the Memorandum of Understanding with the County of Alameda for referrals from the Coordinated Entry System, lease up and operating budgets and contracts with property management (FPI) and services (Building Futures).

### FISCAL IMPACT

AHA and ICD have completion and lease up guarantees on this development. The construction is currently trending a few weeks early and is 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. Att 1 Estuary I Photo updates BOC 02.19.2025
- 2. Att 2 The Estuary Monthly Budget Update

Respectfully submitted,

With support from Neil Saxby, Renew Urban, Consultant Jocelyn Layte, Acting Associate Project Manager

# The Estuary I Progress Photos January 2025



Aerial photo looking south showing the northern and western elevation exterior walls.



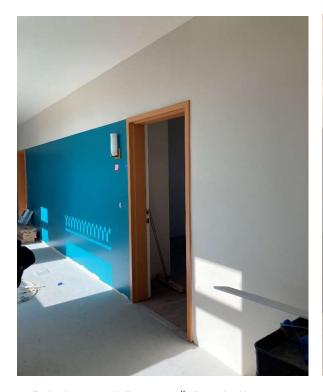
Aerial view looking down on NH Block A showing roof tops and exterior grading work.



Metal sunshades are installed at the building



kitchen faucets and cabinets installed.



Painting on all floors –  $4^{th}$  floor hallway



Painting on all floors – 2<sup>nd</sup> floor hallway

# The Estuary I Monthly Update - as of January 31, 2025

| Total Development Costs to Date |              |              |             |              |
|---------------------------------|--------------|--------------|-------------|--------------|
|                                 | \$ Budget    | \$ Disbursed | % Disbursed | \$ Balance   |
| Land & Holding Costs            | \$2,444,510  | \$2,444,510  | 100%        | \$0          |
| Hard Costs                      | \$28,906,749 | \$18,324,889 | 63%         | \$10,581,860 |
| Soft Costs                      | \$11,597,407 | \$3,658,956  | 31%         | \$7,938,451  |
| Total                           | \$42,948,666 | \$24,428,355 | 57%         | \$18,520,311 |

| General Contract Status         |              |
|---------------------------------|--------------|
| Total Contract Value            | \$24,898,007 |
| Change Orders                   | \$438,017    |
| Revised Contract Value          | \$25,336,024 |
| Value of Work Completed to Date | \$20,270,403 |
| Retention Withheld              | \$1,975,671  |
| Amount Paid to Date             | \$18,294,733 |
| Balance to Finish               | \$5,065,621  |
| % Construction Complete         | 80%          |

| Contingency Utilization          |             |            |
|----------------------------------|-------------|------------|
|                                  | Hard Cost   | Soft Costs |
| Total Contingency Approved       | \$1,394,525 | \$250,000  |
| Approved Change Orders to Date   | \$438,017   | \$0        |
| Remaining Balance of Contingency | \$956,508   | \$250,000  |
| % of Contingency Used            | 31%         | 0%         |
| Anticipated Soil Off-Haul Costs  | \$687,700   |            |
| Projected Use of Contingency     | \$268,808   |            |
| Remaining Balance of Contingency | \$0         |            |
| % use of Contingency Projected   | 100%        |            |



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: Paris Howze, Project Manager

Date: February 19, 2025

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 a roof terrace.

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

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

### **DISCUSSION**

### Construction

The overall project completion and billing percentage, through January 31, 2025, is approximately 70%. This month's construction activities included cabinet installation throughout levels one and two, completion of texture and paint as well as gypcrete pouring on levels three and four, and completion of painting at all exterior facades.



Currently, the project is on track to be completed on time.

Change orders over the past month total \$21,770, bringing the total approved change orders to \$444,477. Owner contingency funds are held separately from the contract. Executed change orders have utilized 27% of available hard cost contingency. Linnet Corner will pay a share of the expected soil off-haul costs, which will likely require from additional deferred developer feesas well as the lender-approved use of cost savings in the permit line item. It is not likely that these costs will require an additional cash infusion from AHA. Please see the explanation below in Fiscal Impact.

Only the Executive Director can approve additional costs to the contract, within the planned contingency amounts, and staff tightly reviews all prospective change orders at the site. Staff is also tracking soft cost savings and use of contingency, which can also be applied to hard cost uses later in the project's cycle.

### Financial Updates

The project applied for \$400,000 to The Home Depot Foundations Grant with awards anticipated to be announced in May. If awarded, funds will be used towards hard costs including the enhancement of the outdoor recreational spaces.

### **Procurements & Contracts**

Staff entered a contract with Market Design Furniture, Inc for interior furnishings services and is currently cross collaborating with property and asset management to select unit and common area furniture.

Additionally, the current Consultant Services Contract between AHA and ENGEO was approved to be trifurcated into separate standalone contracts, one per Partnership (partnerships of Estuary I, Estuary II, & Linnet Corner) for one-third of the total contracted amount and has been amended to account for prevailing wage and additional testing and observation. Please see previous board report for additional information.

### Operation and Lease-Up Activities

Staff is working with cross-agency departments and external partners to prepare the project for leasing in 2025. The team has initiated a weekly all-hands meeting to coordinate the deliverables required for a smooth lease-up and transition to property management upon commencement of operations.

### **FISCAL IMPACT**

AHA and ICD have completion and lease-up guarantees on this development. To date, the construction is on time, and likely to deliver one month early, weather permitting. At this time, any cost overruns are covered by contingency, savings, and deferred developer fees. Linnet Corner is a 4% tax credit project which is reliant on basis-eligible costs for part of its financing. In a conservative scenario, the project is anticipated to lose \$4 million in tax credit equity because of the changes during construction (including the soil offhaul cost, basis-eligible cost savings, and interest savings due to lower

interest rates). This loss will be covered by cost savings, and also by additional deferred developer fee. The project has a \$3 million developer fee in total. \$1,295,000 was deferred at closing. The maximum additional deferred fee is \$1,705,000, of which the current projections show that \$1,450,000 will be used. At present, staff considers this the upper limit of what will be needed to complete the project.

### **CEQA**

Not applicable.

## **RECOMMENDATION**

Accept the Monthly Construction Report for Linnet Corner.

## **ATTACHMENTS**

- 1. Linnet Corner Monthly Budget Tracking (January 2025)
- 2. Linnet Corner Monthly Construction Progress Photos (January 2025)

Respectfully submitted,

Paris Howze, Project Manager

## Linnet Corner Monthly Update - as of January 31, 2025

| Total Development Costs to Date |              |              |             |              |  |  |
|---------------------------------|--------------|--------------|-------------|--------------|--|--|
|                                 | \$ Budget    | \$ Disbursed | % Disbursed | \$ Balance   |  |  |
| Land & Holding Costs            | \$640,864    | \$526,338    | 82%         | \$114,526    |  |  |
| Hard Costs                      | \$36,513,061 | \$21,127,542 | 58%         | \$15,385,519 |  |  |
| Soft Costs                      | \$16,118,331 | \$4,304,035  | 27%         | \$11,814,296 |  |  |
| Total                           | \$53,272,256 | \$25,957,915 | 49%         | \$27,314,341 |  |  |

| General Contract Status         |              |  |  |  |
|---------------------------------|--------------|--|--|--|
| Total Contract Value            | \$29,561,507 |  |  |  |
| Change Orders                   | \$466,247    |  |  |  |
| Revised Contract Value          | \$30,027,754 |  |  |  |
| Value of Work Completed to Date | \$21,198,979 |  |  |  |
| Retention Withheld              | \$2,060,066  |  |  |  |
| Amount Paid to Date             | \$19,138,912 |  |  |  |
| Balance to Finish               | \$10,888,842 |  |  |  |
| % Construction Complete         | 71%          |  |  |  |

| Contingency Utilization          |             |            |  |  |  |
|----------------------------------|-------------|------------|--|--|--|
|                                  | Hard Cost   | Soft Costs |  |  |  |
| Total Contingency Approved       | \$1,738,717 | \$450,000  |  |  |  |
| Approved Change Orders to Date   | \$466,247   | (\$61,874) |  |  |  |
| Remaining Balance of Contingency | \$1,272,470 | \$511,874  |  |  |  |
| % of Contingency Used            | 27%         | -14%       |  |  |  |
|                                  |             |            |  |  |  |
| Anticipated Master Plan Costs    | \$573,433   |            |  |  |  |
| Projected Use of Contingency     | \$699,037   |            |  |  |  |
|                                  |             |            |  |  |  |
| Remaining Balance of Contingency | \$0         |            |  |  |  |
| % of Contingency Projected       | 100%        |            |  |  |  |



Figure 1: Bird's-eye view of Linnet Corner & Estuary I



Figure 2: Bird's-eye view from Lakehurst Circle



Figure 3: View from Mosley Avenue

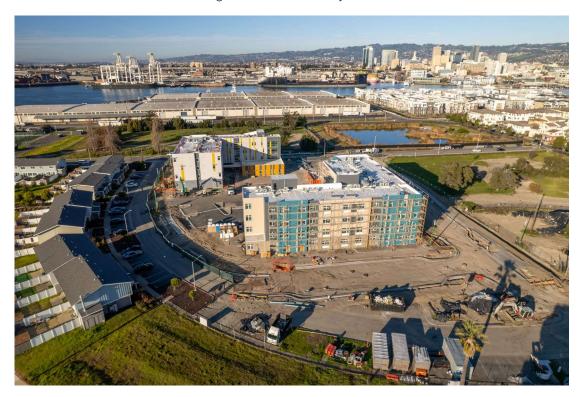


Figure 4: View from corner of Lakehurst Circle & Mabuhay Street



Figure 5: Completion of exterior paint at courtyard elevation



Figure 6: Cabinet installation at level 1



Figure 7: Texture and Paint at level 4



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: Jocelyn Layte, Acting Associate Project Manager

Date: February 19, 2025

Re: Accept the Monthly Report for North Housing Offsites.

## **BACKGROUND**

The Housing Development Department provides monthly reports on projects under construction, and the Housing Authority of the City of Alameda (AHA) is leading the North Housing Master-Plan work to prepare the sites and provide infrastructure for Linnet Corner and Estuary I. This report provides updates on the North Housing Block A offsite work.

## **DISCUSSION**

Site: North Housing Block A Offsite Improvements, 501 Mosley Ave Alameda, CA 94501

Total cost: \$4,015,747

Source of funds: Budgeted within the North Housing Block A projects with Estuary I covering 23%, Linnet Corner covering 60%, and Estuary II covering 17% of the offsite improvement costs.

Purpose: AHA contracted with J.H. Fitzmaurice, Inc. (JHF) for offsite improvements for North Housing Block A, such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvements work is expected to be on a parallel track to the two active housing development projects (Estuary I and Linnet Corner). Therefore, the contract end date is October 2025, which aligns with the later of the two housing projects' expected completion date. The contracted value for the offsite improvements is budgeted in each of the housing developments at Block A and funding was approved by the Board of Commissioners in December 2023. There is a 'contractor's contingency' of \$150,000 in the contract that is 78% used. To project for completion, staff has added \$450,000 in owner's contingency that is held outside of the construction contract. Pro rata shares of the \$450,000 owner's contingency are being planned for in the contract contingency trackers of Estuary I, Linnet Corner, and Estuary II. Staff anticipate that the contract contingency will be fully used at the end of construction.



The City of Alameda has approved a phasing plan so that appropriate levels of offsites are delivered with Estuary I, with the remainder completed concurrent with Linnet Corner, so that there is no hold up on certificates of completion for the earlier project.

Timeline: February 2024 to October 2025.

Status: As of the end of January 2025, offsite improvements work is about 68% complete. Contractor billing for January 2025 is at \$259,323 and consists of survey and staking, erosion control, dry utilities such as the joint trench for electricity, site work concrete for curbs and sidewalks, and contractor fees. The site was able to achieve EBMUD installation recently, which is a critical milestone. There are no change orders, and the project is on schedule. Details on the contract status and contingency used are attached.

#### **FISCAL IMPACT**

The Board of Commissioners approved the funding for the North Housing Master-Plan in August and December 2023.

## **CEQA**

Not Applicable

## **RECOMMENDATION**

Accept the Monthly Report for North Housing Offsites.

#### **ATTACHMENTS**

1. Att 1\_NH Block A\_Offsites\_Contract\_Tracking 01 2025

Respectfully submitted,

With support from Neil Saxby, Consultant, Renew Urban Jocelyn Layte, Acting Associate Project Manager

# North Housing Block A - Offsite Improvements Contract Tracking Update - as of January 31, 2025

| General Contract Status         |             |  |  |  |
|---------------------------------|-------------|--|--|--|
| Total Contract Value            | \$4,015,747 |  |  |  |
| Change Orders                   | \$0         |  |  |  |
| Revised Contract Value          | \$4,015,747 |  |  |  |
| Value of Work Completed to Date | \$2,723,300 |  |  |  |
| Retention Withheld              | \$262,771   |  |  |  |
| Amount Paid to Date             | \$2,460,528 |  |  |  |
| Balance to Finish               | \$1,555,218 |  |  |  |
| % Construction Complete         | 61%         |  |  |  |

| Contract Contingency Utilization            |           |  |  |  |
|---|-----------|--|--|--|
|   | Hard Cost |  |  |  |
| Total Contract Contingency                  | \$150,000 |  |  |  |
| Approved Contract Contingency Usage To Date | \$148,457 |  |  |  |
| Remaining Balance of Contract Contingency   | \$1,543   |  |  |  |
| % of Contract Contingency Used              | 99%       |  |  |  |

| Owner Contingency Utilization               |           |  |  |
|---|-----------|--|--|
| Total Owner Contingency Outside of Contract | \$450,000 |  |  |
| Approved Owner Contingency Usage To Date    | \$0       |  |  |
| Remaining Balance of Owner Contingency      | \$450,000 |  |  |
| % of Owner Contingency Used                 | 0%        |  |  |



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: February 19, 2025

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 non-active predevelopment 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 for ground leases for Island City Development (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 a requested voucher commitment for Estuary II, for forty vouchers, pending full financing of the project.

## Affordable Housing Project Pipeline

- Rosefield Village Rosefield is waiting for its final tax forms (IRS 8609) to be
  able to deliver tax credits to its investor. These forms may be available in early
  2025. At that time, a deferred and held back developer fee will be released to
  ICD and AHA.
- Estuary I, Linnet Corner Estuary I and Linnet Corner are under construction.
   An updated report on these projects is presented as a separate Board item. The HD department is convening a weekly AHA All-Hands meeting on the leasing



and start up operations for these two projects.

- Estuary II Staff submitted seven major funding applications in 2024 for Estuary II. The limiting factors in terms of competitiveness have been twofold: (1) Not being in a high opportunity area, and (2) reliance on limited state tax credits. Staff was successful in obtaining a nearly \$10 million award from the National Housing Trust Fund and also an award of local funds from the City of Alameda. Further applications are contemplated for 2025, although the project would need substantial additional soft funding to be competitive.
- **North Master Plan** AHA has contracted offsite work to support Block A and an update report is presented as a separate Board item. Additional soil disposal will be needed and is contemplated in the reports of the projects in construction.
- The Poplar (2615 Eagle) An updated report on the project is presented as a separate Board item.
- Feasibility Studies None at present

## Acquisitions

HD Staff assisted with the IP Faircloth to RAD transaction in late 2024. Staff continues to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available.

## **New Funding Opportunities**

The outlook for funding opportunities for new construction in the State of California is increasingly constrained, with only two major programs (The SuperNofa and Homekey+) with limited available funding for 2025. Estuary II is vulnerable to losing existing financing commitments if it does not receive tax credits in early 2025. The Poplar will not come online for a few more years, allowing this funding slowdown to clear. Major renovations can still be funded, as they typically do not rely on state funding.

## 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. Housing Development, Asset Management, and Property Management staff brought an update on overall CIP to the Board in October and are currently working on the priorities for the 2025-26 budget cycle.

## Community Relations

All Project Managers (PMs) are assigned to City working groups (Design Review Team, Human Services, Sustainability) and are encouraged to participate and report out. Two AHA staff members, Radha Mehta and Sylvia Martinez, are serving as part of the working group to update the City of Alameda Inclusionary Housing Policy. This update is scheduled to be complete in 2025. Staff publishes a periodic pipeline newsletter to communicate with interested parties. The most recent newsletter was released in September 2024.

## Staffing

The Housing Development Department has two positions posted at this time. The second Construction Project Manager is still posted. A position of Associate Project Manager has just been listed. The recently vacated Senior Project Manager position is being covered by a consultant.

## **FISCAL IMPACT**

Not applicable.

## **CEQA**

Not applicable.

## **RECOMMENDATION**

Accept the Monthly Overview Report for Housing Development.

## **ATTACHMENTS**

None

Respectfully submitted,

Sylvia Martinez, Director of Housing Development



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: February 19, 2025

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

## **BACKGROUND**

The Estuary II is one of the 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.

The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. The AHA Board of Commissioners (the Board) approved the Agency's Vision for the North Housing site at its August 2019 meeting. All entitlements were approved in 2020. In October 2023, the first phase Final Map was recorded to create the parcels and the streets within Block A. Estuary II was designed and planned as a condominium project for vertical construction on vacant land. The building permit is ready to be issued upon payment of the building permit fees. Once issued the permit is good for 12 months or 12 months from the last approved inspection by the Building Department.

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 for \$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. Per the Standard Agreement, the final disbursement request for this funding is due by March 31, 2031. The Board 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 that requires a below market land lease or land donation 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.

On June 23, 2023, the Federal Home Loan Bank of San Francisco awarded \$690,000 in Affordable Housing Program (AHP) funds to the project. Projects with an AHP award have 4 years from the award to use the AHP funds, and our AHP award will expire on or about June 23, 2027.

On April 4, 2024, HCD awarded \$9,761,541 from the National Housing Trust Fund (NHTF) program for this project. On October 24, 2024, the Standard Agreement was signed to allow HCD to secure the NHTF from the Department of Housing and Urban Development (HUD). Per the terms of the commitment and milestones, HCD allows the proposed project to commence construction by January 31, 2026. This timeline allows the project to apply for tax credits and other anticipated HCD Notice of Funding Availability (NOFA) in 2025. However, if tax credits are not received by mid-2025, the NHTF award may be rescinded.

On June 10, 2024, the City of Alameda awarded approximately \$550,000 in Permanent Local Housing Allocation (PLHA) funding to this project. On October 28, 2024, the City of Alameda awarded this project approximately \$89,000 in HOME loan funding. Together, the City of Alameda combined funding commitment is approximately \$641,000. The commitment from the City is valid through June 30, 2025.

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. On October 28, 2024, staff requested an extension of the PBV award to January 31, 2026, to allow a full TCAC/CDLAC/HCD review and potential awards necessary to start construction.

Estuary II continues to need its final tax credits and/or bonds. In 2024, staff submitted several tax credit and tax credit bond applications but was not competitive due to 1) lack of soft funding, 2) lack of a "high opportunity" neighborhood designation and 3) high cost per unit. It is not likely that these three elements will change substantially in applications during 2025.

#### **Timing**

This development will not start construction until late 2025 at the earliest, as it is still waiting for its final financing commitments.

As shown in the applications submitted and the awards received to date, staff is actively pursuing all viable options. However, some of the current awards/commitments are expiring as noted above, unless extended by written agreements from the awarding agency. Both the federal and state funding landscape is expected to be limited in the next two years.

The project could be funded by \$20 million in tax credits and bond financing from CTCAC/CDLAC. Staff plans to apply for 9 percent tax credits or 4 percent tax credits and bond financing in 2025, and if awarded, the project will start construction in mid to late 2025 and complete construction in 2027. Alternatively, based on the published HCD NOFA calendar, HCD plans to issue a SuperNOFA in early 2025 and staff is exploring all potential awards. The Board should be aware that the chances of being funded are low relative to prior projects, due to the state funding outlook and other changes outlined above. It is very possible that development may need to wait several years. Other financial challenges include:

- Without SuperNOFA funding, the 4% scenario has a \$3 million gap.
- Some conditional funding awards will start to expire in 2026.
- Although the project has normal inflation estimates built in, any import tariffs would add a financial cost burden to the project. A 25% tax on soft lumber has been discussed, along with a 10% tax on other construction materials. Materials are typically 65% of the cost of construction, so a 10% increase in all material costs is approximately \$1.6 million.

The Estuary II project has sufficient pre-development funding for the expected soil off-haul costs to be split pro rata between the North Housing Block A projects, with Estuary II responsible for 17% of the costs (estimated to be approximately \$510,000). These costs are built into the proforma budget.

#### FISCAL IMPACT

The total pre-development loan available for the Estuary II project is \$3,750,000, of which \$3,200,000 is spent, including planned for soil offhaul costs. Funds are disbursed to ICD on an as-needed basis. The Board previously approved \$1,500,000 in AHA funding commitment for the pro rata share of the site preparation and offsites costs for this project. Please refer to the attached chart summarizing expenses through January 30, 2025 (Attachment 1).

#### **CEQA**

Not applicable.

### **RECOMMENDATION**

Accept the Quarterly Development Report for The Estuary II.

## **ATTACHMENTS**

1. 25.0219\_North Housing Block A - Estuary II Predev Chart

Respectfully submitted,

Sylvia Martinez, Director of Housing Development

## Predevelopment Expenses Chart Through January 30, 2025

| The Estuary II   | Uses                                    | Sources     |
|--|---|-------------|
| Predevelopment loan funds (AAHTF) available for the Estuary II proje   | ect                                     | \$3,750,000 |
| AHA funded site preparation costs as the master developer for the pro rata share costs of ground improvement and offsite improvement for Estuary II.   |   |             |
| *Shown for informational purposes only   |   | \$1,500,000 |
| Predevelopment expenses to-date includes predevelopment costs, pro rata shares of master plan, demolition, and land carrying costs)  Anticipated Soil Off Haul Costs - Estuary II's Pro Rata Share  Predevelopment Funds Remaining | \$2,690,501<br>\$510,000<br>\$2,049,499 |             |
| Communicative Total ALIA Form  | da far Catuani II                       | ΦΕ ΩΕΩ ΩΩΩ  |
| Cumulative Total AHA Fun   | \$5,250,000                             |             |



**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: Jenny Wong, Senior Project Manager

Date: February 19, 2025

Re: Accept the Quarterly Development Report for The Poplar.

## **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) purchased the property at 2615 Eagle Avenue in March 2022. AHA has a goal of serving 50 families with affordable housing, with up to 25% supportive housing apartments 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 Bay's Future Fund (BFF) 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 to supplement the BFF loan amount. In March 2024, the Board approved an option to ground lease with a 20-year term to Island City Development (ICD).

AHA has received redevelopment funding from the City of Alameda totaling \$4,888,053. The project is able to spend an additional \$2,000,000 on work to further the project by June 2025. 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 (March 2024 to March 2026). Grant funds are disbursed on a reimbursement basis and can only be used for environmental site investigation activities.

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

## **DISCUSSION**

Design and entitlement work, procurement, environmental testing and remediation, potential abatement, and demolition are being accelerated to meet the funding deadlines of June 30, 2025 for ROPS funding and March 2026 for ECRG funding. The goal is to perform all work on site within a limited time frame to minimize the impact on the neighbors.



## **Design and Entitlements**

The development programming will be available after the architect is selected, but it will include site amenities and resident services programming that aim to support the future tenant's day-to-day life.

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. As an affordable housing project on an infill site, the project is seeking SB35 streamlined review. To qualify for SB35, the project must demonstrate the existing buildings are not on a historic register and the site will be cleared of hazardous waste for residential use, among other requirements. The preliminary entitlements application will be ready to submit to the City of Alameda by summer of 2025. The City review process typically takes about a year and includes multiple rounds of interdepartmental review of the plans.

## Community Outreach

The ECRG funding requires the project to perform community engagement, which includes sharing regular project updates and facilitating community meetings. For all testing activities, staff sends fliers to neighbors to notify them and provide contact information for follow up. Staff is also drafting a communication plan that will provide regular updates as well as project details, via the AHA website and project newsletter. As part of the design and entitlements process, staff will host community meetings to ensure that members of the Alameda Community are made aware of The Poplar redevelopment project including the environmental cleanup occurring onsite and given the opportunity to get involved with the process and/or provide comment on the Development Plan for the site as it takes shape. We anticipate community meetings will occur in Spring 2025.

#### **Procurement**

Global Environmental Permitting, Inc. was selected as the NEPA consultant to produce a NEPA Environmental Assessment report necessary to obtain HUD's Authority to Use Grant Funds (AUGF) by May 2025. HUD approval of the NEPA is required prior to any abatement, demolition, grading or construction work on site.

AHA has an active RFP for Geotechnical Services on the project. Proposals are due February 5, 2025. Staff has returned to a November 2022 RFQ for architects and has selected a team, who will be introduced to the Board next month. Staff anticipates publishing procurements for an Abatement and Demolition Contractor and a SB35 Entitlement Consultant in February 2025. Solicitations for a Pre-development Contractor and a Construction Manager are anticipated to be published later in 2025.

#### Environmental

Staff continues to work with Rincon Consultants, Inc. (Rincon) under the oversight of the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) to document the low levels of environmental concerns and prepare for remediation.

Findings from the first round of testing include pockets of metals detected in shallow soil (less than three feet below ground), petroleum hydrocarbons found generally in the center of the site and in the vicinity of the former UST, and chlorinated solvents found near the sewer line and storm drain. A second round of testing will be performed in February through March 2025 to understand the lateral extent of the impacted soil and its classification level, which determines how soil should be removed and safely disposed of, and to confirm the source of the soil vapor impacts, which identifies an impacted zone of soil that can then be targeted for excavation. Staff will present the findings along with a proposed remediation plan to the Board in April 2025. Seasonal testing, if required by SFBRWQCB, will be conducted in May 2025 and serves to provide an additional data point.

#### **Demolition**

A NEPA study, abatement of hazardous building materials, and disposition of surplus property on site will be completed prior to demolition of the existing buildings. The HUD AUGF is required prior to taking any choice limiting actions on the site, which includes abatement and demolition activities. AHA has listed the surplus property for public auction. Any items that do not receive any interest will be hauled and disposed of by April 2025. Prior to demolishing the existing buildings, materials containing lead, asbestos, and/or PCBs need to be properly abated and disposed of by a licensed contractor according to state and local regulations. Abatement and demolition is expected to be completed by June 2025.

#### FISCAL IMPACT

Pre-development expenses at The Poplar are currently being funded by AUSD ROPS funding and the Capital Impact BFF loan. Environmental specific costs can be reimbursed through the ECRG grant. Please refer to Attachment 1 for the pre-development budget.

#### **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 |             |
|--------------------------------|-------|-------------|
| Acquisition                    |       | \$2,500,000 |
| Demolition & Carrying Costs    |       | \$600,000   |
| Design Consultants             |       | \$800,000   |
| Entitlements & Permitting      |       | \$175,000   |
| LIHTC and Financing Fees       |       | \$206,000   |
| Predevelopment Financing Fees  |       | \$366,960   |
| Environmental Costs            |       | \$500,000   |
| Other Soft Costs & Contingency |       | \$289,040   |
|                                | Total | \$5,437,000 |

|                                       | AUSD<br>ROPS | Capital<br>Impact BFF | ECRG      |
|---------------------------------------|--------------|-----------------------|-----------|
| Total Budget                          | \$4,888,053  | \$3,337,000           | \$534,565 |
| Amount Drawn through January 31, 2025 | \$3,456,204  | \$2,645,457           | \$134,837 |
| Remaining Loan Available              | \$1,431,849* | \$691,543             | \$399,728 |

<sup>\*</sup>Amount required to be spent by June 30, 2025. AUSD ROPS is available on a reimbursement basis.



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: February 19, 2025

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 Moving to Work (MTW).

## **DISCUSSION**

## **Human Resources**

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 from November 2024 through January 2025.

| Department | Position                     | Number of<br>Vacant<br>Positions | Recruitment<br>Status   | Other<br>Updates |
|------------|------------------------------|----------------------------------|---|------------------|
| Executive  | Deputy Executive<br>Director | 1 FTE                            | On hold. Funding to be used for Senior Programs Director for now. |                  |
|            | Senior Program<br>Director   | 1 FTE                            | Open/Filled as Acting for now.                                    | New position     |



| Administration         | Facilities &<br>Maintenance Tech I     | 1 FTE | Interviewing candidates   | Opened due<br>to staff<br>turnover |
|------------------------|--|-------|---|------------------------------------|
|                        |  |       |   |                                    |
| Finance                | Program Assistant                      | 1 FTE | Position<br>temporarily<br>on hold  | New<br>position                    |
|                        | Management Analyst                     | 1 FTE | Position<br>temporarily<br>on hold  | New<br>position                    |
|                        |  |       |   |                                    |
| Housing<br>Programs    | Management Analyst                     | 1 FTE | On hold   | Opened due to staff turnover       |
|                        | Housing Specialist II -<br>FSS         | 1 FTE | Open  | Interviewing candidates            |
|                        |  |       |   |                                    |
| Property<br>Operations | Property Management<br>Supervisor      | 1 FTE | Open  | Interviewing candidates            |
|                        |  |       |   |                                    |
| Housing<br>Development | Assistant Director Housing Development | 1 FTE | On hold   | New position                       |
|                        | Construction Project<br>Manager        | 1 FTE | On hold   | Opened due to promotion            |
|                        | Senior Project<br>Manager              | 1 FTE | Under filling<br>as an<br>Associate<br>Project<br>Manager.<br>Open and<br>Filled as<br>Acting for<br>now. | Opened due<br>to staff<br>turnover |
|                        |  |       |   |                                    |
| Asset<br>Management    | Senior Asset Manager                   | 1 FTE | On hold   | New<br>position                    |

| Data and<br>Policy | Management Analyst                               | 1 FTE | Position<br>temporarily<br>on hold   | New<br>position                    |
|--------------------|--|-------|--|------------------------------------|
|                    |  |       |  |                                    |
| Human<br>Resources | Human Resources<br>Manager/Management<br>Analyst | 1 FTE | Recruitment<br>temporarily<br>on hold;<br>temporary<br>staff are in<br>place | Opened due<br>to staff<br>turnover |

Summary:

Total FTE's approved for FY 2024/25: 60

Number of vacancies: 12 FTE's Number of active recruitments: 4

A number of legal changes occurred January 1, 2025, which impact the agency, these include:

- Clarification on the Housing Authority of the City of Alameda (AHA) driving requirements due to insurance requirements and SB 1100
- Greater inclusion in protected hairstyles
- New definitions of harassment to include "credible threats of violence" as defined by law.
- More protections for use of paid sick leave and paid family leave to include victims of an act of violence.
- Al related staff protections no use of Al of an employee's voice or likeness.
- Clarification on overlapping leave laws and process

Staff is working with HR counsel to amend the employee handbook and will return to the Board in March for approval. In the meantime, any rights or obligations under those new laws will be honored. In addition staff are reviewing creating all new exempt positions as at will hires to allow for more staffing flexbility.

During this period, staff attended conferences and trainings from CAHA NCEDA, and NorCal NAHRO. Internal AHA trainings were held on the Employee Policies and Procedures Handbook, Emergency Plan, Procurement, Emergency Point of Contact, and Agency Naming Conventions.

Other projects this quarter include viewing more demonstrations for a Human Resources Information Systems (HRIS). HR is also working on a transition of employee assistance program benefits plans.

## **DATA & POLICY**

## Veteran Affairs Supportive Housing (VASH) Vouchers

AHA and the VA continue to lease up the 36 vouchers reallocated from the Housing Authority of the County of Alameda and the Oakland Housing Authority. Referrals have been received for 35 of the 36 vouchers and 24 of the families are already leased with AHA making payments on their behalf.

## Wait list Opening

Several Project-Based Voucher wait lists along with the Housing Choice Voucher wait list opened on December 3, 2024 and closed on December 16, 2024. Staff is working with the software vendor to process the applications received. It is anticipated that these will be processed by April 2025.

## Restore Rebuild (formally Faircloth to RAD)

Effective December 1, 2024, under the Restore Rebuild project at Independence Plaza, a Housing Assistance Payment (HAP) contract was signed for up to 120 Project-Based Voucher units. Forty-nine (49) residents of Independence Plaza received assistance as of December 1, 2024. Staff continue to work on leasing the remainder of the 120 vouchers. Once the new wait list is processed in the system, staff will start pulling names from the newly created wait list.

## FISCAL IMPACT

Report only, no financial impact.

## **CEQA**

Not applicable to this item.

#### RECOMMENDATION

Accept the Quarterly Overview Report for the Executive/Data and Policy and HR Departments.

## **ATTACHMENTS**

None

Respectfully submitted,

Alicia Southern, Director of Human Resources



**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: Greg Kats, Director of Administration and Services

Date: February 19, 2025

Re: Accept the Quarterly Overview Report For the Administration and

Services Department.

### **BACKGROUND**

The Administration and 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:

**Bonfire:** AHA staff continue to utilize the new online procurement platform, Bonfire. The Bonfire system is being used to post solicitations, gather proposals and bids, evaluate proposals, correspond with vendors, and award contracts. Additionally, Bonfire acts as a repository for contracts and insurance documents to allow staff to collect and review all documents in one centralized location moving forward. The system also allows staff to send out notifications of expiring insurance documentation and to send messages to vendors regarding their agreements.

AHA staff will continue to promote the use of Bonfire by vendors, by including information regarding registration in publications, such as the annual vendor newsletter and periodic outreach emails. Staff will also be adding agency templates to the system to improve consistency of use in the next month.

**Internal Training:** AHA procurement trainings will continue to be offered on a bi-annual basis for current staff. Staff has also initiated a monthly procurement review meeting starting in January 2025 that is open to all exempt staff. These meetings are intended to



discuss best practices related to AHA procurement processes and to review components of the Bonfire platform. Additionally, the procurement process checklist, which outlines the steps in the procurement process, was discussed recently at a meeting for all staff to have a better understanding of the overall procurement process. Administrative staff last provided procurement overview training to new staff in November 2024 and anticipate providing the next training in February 2025.

AHA solicitations can be found

here: <a href="https://alamedahsg.bonfirehub.com/portal/?tab=openOpportunities">https://alamedahsg.bonfirehub.com/portal/?tab=openOpportunities</a>

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

| RFP/ITB DESCRIPTION                                    | ORG | STATUS                        | ISSUE<br>DATE        |
|--|-----|-------------------------------|----------------------|
| Video Production                                       | AHA | RFP Open                      | January 9,<br>2025   |
| Janitorial Services                                    | AHA | RFP Closed                    | November<br>15, 2024 |
| Fire extinguisher inspections and maintenance services | AHA | RFP closed; contract awarded. | November<br>12, 2024 |

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

| Agreements Executed |   | Intergovernmental<br>Cooperation<br>Agreements |
|---------------------|---|--|
| 4                   | 4 | 1  |

## **Reasonable Accommodations**

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodation (RA) processing as of January 24, 2025.

| Month    | New submissions by month | Requests still in process | Completed<br>RAs (letter<br>sent) | Submissions<br>YTD | Completed<br>RAs YTD |
|----------|--------------------------|---------------------------|-----------------------------------|--------------------|----------------------|
| January  | 20                       | 0                         | 20                                | 20                 | 20                   |
| February | 23                       | 0                         | 23                                | 43                 | 43                   |
| March    | 18                       | 0                         | 18                                | 61                 | 61                   |
| April    | 21                       | 0                         | 21                                | 82                 | 82                   |

| May       | 32 | 0 | 32 | 114 | 114 |
|-----------|----|---|----|-----|-----|
| June      | 15 | 0 | 15 | 129 | 129 |
| July      | 21 | 0 | 21 | 150 | 150 |
| August    | 16 | 0 | 16 | 166 | 166 |
| September | 25 | 0 | 25 | 191 | 191 |
| October   | 31 | 0 | 31 | 222 | 222 |
| November  | 20 | 0 | 20 | 242 | 242 |
| December  | 30 | 0 | 30 | 272 | 272 |

The subsequent table displays the percentage of approved, denied, and closed RA requests that have been finalized by month. For example, during December 2024, there were thirty RA requests that were finalized. Of those thirty requests, eleven requests were approved, resulting in a 37% approval rate.

| Month     | Approved | Denied | Closed |
|-----------|----------|--------|--------|
| January   | 15%      | 70%    | 15%    |
| February  | 13%      | 74%    | 13%    |
| March     | 39%      | 50%    | 11%    |
| April     | 14%      | 76%    | 10%    |
| May       | 19%      | 62%    | 19%    |
| June      | 36%      | 28%    | 36%    |
| July      | 38%      | 29%    | 33%    |
| August    | 25%      | 62%    | 13%    |
| September | 32%      | 60%    | 8%     |
| October   | 23%      | 67%    | 10%    |
| November  | 50%      | 40%    | 10%    |
| December  | 37%      | 53%    | 10%    |

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               | 60  |
| Live-In Aides               | 72  |
| Parking                     | 3   |
| Unit Modifications/requests | 5   |
| Voucher extension           | 32  |
| Other - Misc.               | 100 |

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**

Below is a summary of AHA's community relations activities during the fourth 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 an alternating biweekly basis.
- The Alameda Food Bank also provides free snacks, fruit, and water for AHA youth recreational programs hosted at Esperanza Apartments (AHA's largest family property).
- The City of Alameda Recreation and Parks Department (ARPD) has been providing free, bi-weekly after-school recreational programming (on Wednesdays) for AHA youth via ARPD's mobile recreational unit.
- Drawbridge (www.drawbridge.org) has been providing 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 Esperanza Apartments on a weekly basis.
- The City of Alameda Recreation and Parks department (ARPD) continues its senior-focused recreational programming offerings at AHA's largest senior properties, ARPD hosted recreational activities at Independence Plaza on December 11, 2024 and Anne B. Diament on November 13, 2024.
- In an effort to reduce waste at AHA properties, in early November, staff and contractors from the City of Alameda Zero Waste Program conducted two resident education events (distributing recycle totes and compost bins) at Independence Plaza and Esperanza Apartments. Feedback was very positive from residents and City staff.
- The Alameda Boys & Girls Club (ABGC) in partnership with AHA staff

conducted an outreach campaign to boost ABGC membership enrollment of AHA households. ABGC staff tabled at Parrot Village, Rosefield Village, and Esperanza Apartments in October. Feedback from ABGC staff is that they were inundated with membership requests from AHA households. After outreach efforts in October, ABGC reported that 44 AHA households were enrolled into an ABGC membership (in August 2024, there were 42 ABGC enrollments). ABGC staff confirmed in January 2025 that there is now a total of 71 AHA young people (elementary through High School age) with ABGC memberships.

- Staff increased enrollment of AHA residents into our AC transit program by 63%, the program serves residents of Anne B. Diament, Rosefield Village, Everett Commons, Lincoln Willow. Thanks to LifeSTEPS staff for their efforts enrolling residents.
- AHA staff assisted the City of Alameda Firefighter Toy Program in creating an online form for families to apply. Over 601 City of Alameda families applied, 263 of which were AHA households. An 18% increase of AHA household participation in the Alameda Firefighter Toy Program compared to 2023.
- AHA's Housing Wait list application period opened on December 3, 2024 and ended on December 16, 2024. There was an extensive outreach campaign that generated 37,000 unique website visitors and over 18,000 wait list applications during the 13-day application period. Also, we want to thank AHA's community partners who provided assistance at our wait list application centers: Alameda Boys & Girls Club, Alameda Free Library, College of Alameda, Alameda Point Collaborative, Independence Plaza, Mastick Senior Center, and Village of Love. We also want to thank all AHA staff, who assisted our applicants by addressing applicant emails and phone calls, as well as serving at the various application centers.
- AHA and its contracted supportive service provider, LifeSTEPS, are in the process of entering into an MOU to coordinate the delivery of state-funded CalAIM Enhanced Care Management (ECM) services to AHA residents. LifeSTEPS has established partnerships with managed health care plan within Alameda County, in order to offer these CalAIM ECM services, which are designed to provide AHA residents with an additional layer of support, with an emphasis on health care and case management provision. The goal of these additional services is to improve the quality of health and well being for AHA residents with complex medical needs, while supporting their ability to maintain stable housing, live healthier lives, and avoid higher, costlier levels of care.

## **Communications Summary**

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

- 1) **Press Releases:** During Q4, one press release was published in December to announce the housing wait list application opening. That press release was picked up by 264 AP media outlets.
- 2) **AHA newsletters:** During Q4, the AHA Housing Choice Voucher program participants and AHA tenants were mailed and emailed the Quarterly Tenant Newsletter. AHA Landlords were mailed and emailed the Quarterly Landlord Newsletter. AHA vendors were mailed and emailed the Annual Vendor Newsletter.
- 3) **Public Outreach:** During Q4, 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 the City of Alameda's Mayor, to provide updates on AHA's various initiatives.

## **Website Management**

During Q4, both agency websites (<a href="www.alamedahsg.org">www.alamedahsg.org</a> and <a href="www.islandcitydevelopment.org">www.islandcitydevelopment.org</a>) 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 conduct daily scans for any broken links listed on <a href="www.alamedahsg.org">www.alamedahsg.org</a>. 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 fully ADA compliant features, 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 Q4 2024:

## Website Data (for <a href="www.alamedahsg.org">www.alamedahsg.org</a>):

Total unique visitors: 69,207

Total page views by unique visitors: 285,086

Average engagement per active unique visitor: 1 minute 06 seconds

#### Facebook Data:

Total Followers: 1,103 (271 new followers during Q4)

Post Reach (Number of people that saw any content on AHA Facebook page): 242,600

#### LinkedIn Data:

Total Followers: 1,293 (76 news followers added during Q4)

Unique Visitors: 284

Impressions Delivered (Total AHA Linked profile page views by unique visitors): 8,690

#### **Email Data:**

Agency Marketing Emails Sent out by AHA during Q4: 260,132 Email List Contact Growth (from previous quarter): 27,905

Total Contacts: 50,331 Email Open Rate: 57%

Click Rate: 8%

#### **Ombudsperson Data**

Since May 2021, AHA's Ombudsperson program has served as a solution-oriented community resource available to all AHA tenants, AHA program participants, AHA landlords, and other community-based organizations. 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 a neutral AHA representative to help our clients find solutions.
- Ensuring that tenant and/or landlord concerns are fully addressed.

## **Total Q4 2024 Ombudsperson Contacts: 19**

- Contacts from the general public (Non-AHA landlord/tenant matter): 6
- Contracts related to AHA tenant (Potential lease violation):0
- Contacts related to AHA tenant (Neighbor dispute): 2
- Contacts related to AHA tenant (Property management dispute); 2
- Contacts related to AHA tenant (Reasonable accommodation): 1
- Contacts related to AHA tenant (Rental payment, ledger review): 1
- Contacts related to AHA tenant (Lease up): 3
- Contacts related to AHA tenant (complaint related FPI staff): 1
- Contacts related to AHA tenant (complaint related to AHA staff): 0
- Contacts related to landlord (Portal, HAP, etc.): 3

## **IT Project Updates**

**LaserFiche:** Staff from various departments continue to utilize Laserfiche to digitize our existing forms, such as the HCV Rent Increase Request Form for landlords and the HQS Extension Form, both of which were created by the Data and Policy Department.

**Yardi:** AHA's IT Team worked with Yardi on the roll-out of the waitlist opening. IT is also currently work with Data and Policy and Yardi to prepare the waitlist data for the lottery process.

### **IT support Tickets**

| IT Support<br>Tickets          | October | November | December | Quarter 3 |
|--------------------------------|---------|----------|----------|-----------|
| Access Right                   | 51      | 37       | 43       | 131       |
| Hardware                       | 10      | 15       | 15       | 40        |
| Software                       | 59      | 53       | 61       | 173       |
| On<br>Boarding/Off<br>Boarding | 5       | 0        | 1        | 6         |
| On-Site Visits                 | 8       | 5        | 8        | 21        |
| Cyber security                 | 6       | 5        | 4        | 15        |
| Total                          | 139     | 115      | 132      | 386       |

Brief analysis of Q4:

Access rights remain a frequent subject of IT tickets, as AHA has tight security measures. Total ticket numbers went down because, during the waitlist opening, most tickets were resolved by internal staff or Yardi Support.

## **Risk Management Summary**

**AHA Claim Management:** In this quarter, the AHA Risk Management team received: 14 Incident Reports

| Incident Type by Quarter | Q4 |
|--------------------------|----|
| Other (tenant related)   | 2  |
| Property                 | 11 |
| Public Safety            | 0  |
| Vehicle                  | 1  |
| Grand Total              | 14 |

Three property incidents were converted into insurance claims.

The total expenditure amount associated with the reported incidents during this quarter is currently estimated at approximately \$88,923.70 with an expected recovery rate of roughly 57% from claim reimbursements (subtracting deductibles and non-reimbursable expenses). The AHA Risk Management Analyst (RMA) expects the recovery rate to increase before these three claims are finalized, due to loss of rent recovery and vendor warranty coverage.

## Approximate expenditures by type:

- Hotel fees (not covered): \$20,813.50
- Plumbing repairs (not covered): \$3,074
- Remediation and repairs (covered): \$62,869.20
- Other (not covered): \$2,167.00

During this quarter, the AHA Risk Management Analyst (RMA) conducted the following activities:

## **AHA Risk Prevention Program:**

- AHA staff, including the RMA, completed bi-weekly property visits at all
  residential sites. Staff offered recommendations for improvements regarding
  security, health and safety, ADA compliance, inspection and permit compliance,
  hazard correction, and overall quality of properties.
- The RMA performed daily and monthly inspections of AHA's main office (701 Atlantic Ave.), and monthly inspections of the maintenance garage at AHA's main office, and AHA's office at South Shore Center.
- All AHA Affordable Housing Risk Pool (AHRP) insurance policies renewed successfully.
- All AHA fire extinguishers inspected for annual inspection compliance.
- Backup generators tested monthly in compliance with AHA's written Standard Operating Procedure (SOP).
- Retractable belt and stanchions with sign put in-place at the bottom of 701 Atlantic's lobby stairs to prevent unauthorized persons from using the stairs.

## Training (provided in coordination with other departments):

- RMA completed the CPS HR Risk Management Practitioner (RMP) certificate program.
- RMA trained all staff on the potential use of door wedges in active assailant scenarios.
- RMA trained all staff on the AHA Emergency Point of Contact (EPOC) program.

## **Emergency Management:**

- The AHA Safety Committee met and discussed various safety items, such as considerations for improved evacuation routes, improved fire drill procedures and backup training, and an annual office inspection of 701 Atlantic.
- The Emergency Preparedness and Emergency Operations Pocket Guide was updated and provided to all staff members.
- Emergency preparedness supplies were inventoried and consolidated.
- The Independence Plaza (IP) emergency plans and preparedness binder

updated, revised, and consolidated.

• The IP tenant emergency plans were distributed to IP tenants.

## **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**

Not applicable.

## **RECOMMENDATION**

Accept the Quarterly Overview Report for the Administration and Services Department.

## **ATTACHMENTS**

Gregory Kats

None

Respectfully submitted,

-

Greg Kats, Director of Administration and Services



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Shanon Lampkins, Director of Asset Management

Date: February 19, 2025

Re: Accept the Quarterly Overview Report for the Asset Management

Department.

## **BACKGROUND**

This memo provides a high-level overview of the Asset Management Department's activities for the prior quarter, October through December 2024.

#### **DISCUSSION**

## Portfolio Oversight Update

Work done by Asset Management in the last three months has included completing property profile summary reports, conducting site inspections, submitting project reports to lenders and investors, reviewing monthly property financial statements, and completing 2025 operating budgets for the tax credit properties. Staff continued to participate in Consortium of Housing and Asset Management (CHAM) and Low Income Housing Tax Credit (LIHTC) compliance training. Staff submitted year-end replacement reserve withdrawal submissions and conducted annual asset management site visits.

The following are some highlights from this quarter:

- Compliance reporting was completed for PNC Bank, Northmarq, California Municipal Finance Authority, the City of Alameda, Alameda County Housing and Community Development, National Equity Fund, Enterprise Community Partners and the Tax Credit Allocation Committee (TCAC), State of California Statement of Information.
- The City of Alameda notified the Housing Authority of the City of Alameda (AHA) that a below market rate (BMR) property may become available for purchase in early 2025. A memo on this potential purchase was brought to the Board for review and was approved at the December 2024 Board meeting.
- A revised Standard Regulatory Agreement for AHA/Alameda Affordable Housing Corporation (AAHC)/Island City Development (ICD) was presented to the Board and approved at the December 2024 Board meeting. Current sites that are not



- tax credit projects will be able to benefit from the full voucher payment standard. For other sites, this change was mostly regarding compliance and reporting which was already being done.
- Staff continued to engage with the County of Alameda Assessor's Office and push for necessary documentation confirming property tax exemptions for AHA/AAHC and status of refunds for prior property tax payments. This activity is the result of the passage of Assembly Bill 1528, which requires any outstanding ad valorem tax, interest, or penalty that was levied on the property of a Housing Authority to be canceled, and any tax, interest, or penalty levied that was paid prior to January 1, 2024, to be refunded. The amount of the refund request is \$473,168.
- Staff continued the discussion and review of a draft host license agreement to install an Electric Vehicle (EV) charging station along the sidewalk area in front of Everett Commons. The EV charging station vendor, ItsElectric, has been working with AHA and the City of Alameda on this project. The property is not projected to incur any costs associated with this project, which will benefit the community. A memo on this project will be brought to the Board for review and approval in the middle of 2025.
- The Second Amended and Restated Limited Partnership Agreement for the Shinsei Year 15 tax credit exit was negotiated with the exiting co-General Partner. A recommendation to approve the agreement will be brought to the Board for review and approval in the first quarter of 2025.

#### **FISCAL IMPACT**

None

#### **CEQA**

Not Applicable.

#### RECOMMENDATION

Accept the Quarterly Overview Report for the Asset Management Department.

#### **ATTACHMENTS**

None

Respectfully submitted,

Shanon Lampkins, Director of Asset Management



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: Trevor Jones, Asset Manager

Date: February 19, 2025

Re: Accept the Quarterly LIHTC Portfolio Asset Management Fiscal

Year-to-Date Financial Report through December 31, 2024.

#### **BACKGROUND**

The portfolio includes eight Low Income Housing Tax Credit (LIHTC) Partnership properties: Breakers at Bayport, Shinsei Gardens, Park Alameda, Jack Capon Villa, Littlejohn Commons, Stargell Commons, Rosefield Village, and Everett Commons. The projects were placed in service between 2006 and 2022 with a cumulative unit count of 347 units (85.6% family, 8.9% senior, and 5.5% for persons with disabilities), of which, 41% of the units are supported by a combination of various rental subsidy programs (Project-Based Voucher and Veterans Affairs Supportive Housing Project-Based Voucher).

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

#### **DISCUSSION**

This memo provides an overview of the Low-Income Housing Tax Credit (LIHTC) partnership properties' Year-to-Date financial report through December 31, 2024. These properties run on a fiscal year ending December 31st. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes. Please note the figures used in this report may change and not match the audit.

Statements that apply to all properties:

- Operating Revenue Includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. This is accounted for on a cash basis.
- Tenant Receivables- Property Management and Resident Services assist residents with applying for assistance and repayment agreements.



- Operating Expense Includes marketing, administrative, property management fees, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. This is accounted for on an accrual basis.
- Net Operating Income (NOI) Operating Revenue minus Operating Expense.
- Debt Service Coverage Ratio will be denoted by DSCR. DSCR is calculated by dividing (NOI-Operating Expenses-Replacement Reserves) by Debt Service.
- Total Surplus Cash Flow will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.
- Conservice is a utility management provider that will be employed at select properties in Q2 2024.

#### Breakers at Bayport- 459 Neptune Gardens Avenue

Breakers at Bayport is a 52-unit Low Income Housing Tax Credit (LIHTC) development for families. Resources for Community Development (RCD) is the General Partner (GP) and The Breakers at Bayport L.P. is the Limited Partner (LP). The Housing Authority of the City of Alameda (AHA) owns the land. The Housing Authority of the City of Alameda (AHA) provided an original loan of \$2,015,000 and has a current balance of \$1,408,790, that bears no interest and matures in January 2059. John Stewart Company (JSCo) provides property management services. Operation Dignity provides resident services. The project was placed in service on March 29, 2006.

Unit matrix: 2Bed- 34 units, 3Bed- 18 units (1 Manager Unit)

Section 8 PBV: 15 units

Income and rent limits: 50%-60% AMI

- Operating Revenue is \$1,181,672, which is 0.2% (\$2,761) higher than budget.
- Economic Occupancy is 99.3% (averaging less than 1 vacant unit over the year).
- Tenant Revenue is \$611,210 and Subsidy Revenue is \$572,550.
- Tenant Accounts Receivable are \$64,605. No tenants are currently facing termination for nonpayment. This includes residents with balances over 6 months delinquent.
- Operating Expenses are \$660,043, which is 8% (\$49,136) higher than budget due to collection loss being coded as an expense.
- Net Operating Income is \$521,629, which is 9% (\$51,897) lower than budget primarily as a result of collection loss being coded in Administrative Expenses.
- Replacement Reserve deposit requirement is \$15,500 annually.
- Mandatory hard debt service is \$139,152 annually.
- Total Net Cash Flow is \$366,977, which is \$51,897 lower than budget.
- DSCR is 3.64.
- Asset Management Fee of \$3,460 is paid annually to AHA.

Shinsei Gardens- 401 Willie Stargell Avenue

Shinsei Gardens is a 39-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP, and ICD is in the LP. AHA owns the land, and has a continuing operating agreement with RCD to manage the property along with AHA. AHA closed on the investor Limited Partner buyout in March 2024 and has an option to buyout the GP within the next five years. JSCo provides property management services. Operation Dignity provides resident services. There is a loan of \$2,129,336 from AHA/CIC that bears no interest and matures on March 23, 2063. The project was placed in service on September 03, 2009.

Unit matrix: 1Bed- 6 units, 2Bed- 18 units, 3Bed- 12 units (1 Manager Unit), 4Bed- 3 units

Section 8 PBV: 21 units

Income and rent limits: 20%-60% AMI

- Operating Revenue is \$967,370, which is 7% (\$75,420) lower than budget due to occupancy being lower than budget.
- Economic Occupancy averaged 93% (2> vacant units) over the year.
- Tenant Revenue is \$437,724 and Subsidy Revenue is \$592,817.
- Tenant Accounts receivable are \$867. No tenants are currently facing termination for non-payment.
- Operating Expenses are \$518,479, which is 12% (\$69,718) lower than budget due to low turnover and payroll being allocated correctly.
- Net Operating Income is \$448,891, which is 1% (\$5,702) lower than budget due to vacancy averaging 93%.
- Replacement Reserve deposit requirement is \$23,400 annually.
- No mandatory hard debt service.
- Total Net Cash Flow is \$425,491, which is \$5,702 lower than budget.
- DSCR is N/A due to no hard loans.

#### Park Alameda- 2428 Central Avenue

Park Alameda is a 62-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the managing Co-GP, AHA is the Co-GP, and Union Bank (UB) is the LP. AHA holds an Option to exercise the Right of First Refusal (ROFR) which can be executed on or after January 2025. AHA will be starting shortly on this and expects to make a similar arrangement as was done at Shinsei. RCD, the GP, owns both the land and the property. There is a loan of \$8,600,000 from AHA/CIC that bears no interest and matures September 2068. JSCo provides property management services. Operation Dignity provides resident services. The project was placed in service on December 27, 2012.

Unit matrix: 0Bed- 61 units, 2Bed- 1 unit (manager unit)

Section 8 PBV: 15 units

Income and rent limits: 50%-120% AMI

- Operating Revenue is \$823,621, which is 4% (\$30,590) lower than budget as a result of loss to lease being higher than budget.
- Economic Occupancy averaged 92% (5 Vacant Units) over the year.
- Tenant Revenue is \$526,396 and Subsidy Revenue is \$370,167.
- Tenant Accounts Receivable are \$120,442. No tenants are currently facing termination for nonpayment.
- Operating Expenses are \$759,156, which is 15% (\$100,789) higher than budget. The primary reasons for expenses being over budget are legal expenses and unplanned plumbing issues. We are currently investigating a potential water leak at the property that has caused utilities to nearly double our budget.
- Net Operating Income is \$64,465, which is 67% (\$131,379) lower than budget. However, we budgeted aggressively to get this project back on track and 2024 does reflect a year-over-year increase of \$69,486 over 2023.
- Replacement Reserve deposit requirement \$31,930 annually.
- No Mandatory Hard Debt Service.
- Total Net Cash Flow is \$32,535.
- DSCR is N/A due to no hard loans.

#### Stargell Commons- 2700 Bette Street

Stargell Commons is a 32-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP, Wells Fargo Bank (WFB) is the LP, and ICD is the SLP. AHA owns the land and also provided a loan of \$2,000,000 at 3% interest payable through excess/distributable cash with a maturity date of December 2072. As of December 2024, no principal payments have been made. AHA holds an Option to exercise the Right of First Refusal (ROFR), which can be exercised on or after December 31, 2031. JSCo provides property management services. Operation Dignity provides resident services. The project was built in May 2017.

Unit matrix: 1Bed- 5 units, 2Bed- 17 units (1 Manager Unit), 3Bed- 10 units

Section 8 PBV: 7 units

Income and rent limits: 30%-60% AMI

- Operating Revenue is \$606,575, which is 4% (\$23,976) lower than budget as a result of higher vacancy.
- Economic Occupancy averaged 93.5% (2 vacant units) over the year. A number of residents chose to move-out instead of agreeing to a payment plan.
- Tenant Revenue is \$429,331 and Subsidy Revenue is \$207,853.
- Tenant Accounts Receivable are \$42,960. No tenants are currently facing termination for nonpayment.
- Operating Expenses are \$448,164, which is 8% (34,623) higher than budget due to higher than budgeted fire protection expenses and HVAC maintenance.
- Net Operating Income is \$158,411 which is 27% (\$58,599) lower than budget due to unanticipated expenses and lower than budgeted occupancy.

- Replacement Reserve deposit requirement is \$19,200 annually.
- Mandatory hard debt service is \$69,156 annually.
- Total Net Cash Flow is \$70,055.
- DSCR is 2.01.

#### Jack Capon Villa- 2216 Lincoln Avenue

Jack Capon Villa is a 19-unit Low Income Housing Tax Credit (LIHTC) development for persons with developmental disabilities. Satellite Affordable Housing Associates (SAHA) is the managing Co-GP, AHA is the Co-GP, and Bank of America (BofA) is the LP. AHA owns the land and also holds an Option to exercise the Right of First Refusal (ROFR), which can be executed on or after December 31, 2028. AHA has 2 current loans secured by the property and 1 that was paid off in 2024. The first loan was for \$225,000 with an interest rate of 5% and was paid off November 1, 2024. The second AHA/CIC loan was for \$1,400,000 with an interest rate of 3% and December 2024 balance of \$1,400,000 excluding accrued interest of \$331,285. The third AHA loan was for \$200,000 with an interest rate of 3% and deferred payments until 2070. SAHA Property Management provides property management services. The Housing Consortium of East Bay (HCEB) provides resident services. The project was placed in service on January 09, 2014.

Unit matrix: 1Bed- 16 units, 2Bed- 3 units (1 Manager Unit)

Section 8 PBV: 18 units

Income and rent limits: 50% AMI

- Operating Revenue is \$530,425, which is 13% (\$60,314) higher than budget due to the property being 100% occupied over the year.
- Economic Occupancy averaged 100% (0 vacant units) over the year. Vacancy appears positive due to a reclass on the financial statement.
- Tenant Revenue is \$107,037 and Subsidy Revenue is \$406,143.
- Tenant Accounts Receivable are \$1,502.
- Operating Expenses are \$346,392, which is 14% (\$56,285) lower than budget due to conservative budgeting.
- Total Net Operating Income is \$184,033, which is 173% (\$116,599) higher than budget of \$67,434.
- Replacement Reserve deposit requirement is \$11,400 annually.
- Mandatory hard debt service is \$28,632 annually.
- DSCR is 6.03.
- Total Net Cash Flow is \$144,001.
- The property ended 2024 fully occupied and maintained 100% occupancy over the year. This allowed the property to save on expenses that would normally accompany turning units.

Littlejohn Commons- 1301 Buena Vista Avenue

Littlejohn Commons is a 31-unit Low Income Housing Tax Credit (LIHTC) development for seniors. ICD is the GP and NEF is the LP. ICD also holds an Option/ Right of First Refusal which can be executed on or after August 1, 2030. The Partnership entered a ground lease with the land owner, AHA, which expires December 31, 2115. FPI Management provides property management services. LifeSTEPS provides resident services. The project was placed in service on July 31, 2018.

Unit matrix: 1Bed- 30 units, 2Bed- 1 unit (manager's unit)

Section 8 PBV: 25 units

Income and rent limits: 30%-50% AMI

- Operating Revenue is \$710,786, which is 7% (\$49,274) higher than budget as a result of not writing off as much as was budgeted over the year.
- Economic Occupancy was 92% (3 vacant units) and the property was 100% Occupied at the end of the year.
- Tenant Revenue is \$196,329 and Subsidy Revenue is \$592,138.
- Tenant Accounts receivable are \$353. The primary two chronic late paying tenants moved-out and were written off in Q3.
- Operating Expenses are \$344,975, which is 6% (23,734), lower than budget due to lower payroll as we hired two new office staff. Additionally, some large budgeted items, such as Auditing Expenses, were budgeted in Q2, but have not been paid for yet.
- Net Operating Income is \$365,811, which is 25% (\$73,008) higher than budget due to high occupancy and lower than budgeted expenses.
- Replacement Reserve deposit requirement is \$15,500 annually.
- Mandatory hard debt service is \$236,508 annually.
- Total Net Cash Flow is \$113.803.
- DSCR is 1.48 and will be monitored closely.

#### Everett Commons- 2437 Eagle Avenue

Everett Commons is a 20-unit Low Income Housing Tax Credit (LIHTC) development project for families. ICD is the GP and Enterprise is the LP. ICD also holds an Option to exercise the Right of First Refusal (ROFR) which can be executed on or after the end of the compliance period in 2033. The Partnership entered a ground lease with the land owner, AHA, which expires June 1, 2116. FPI Management provides property management services. LifeSTEPS provides resident services. The project was placed in service on December 17, 2018.

Unit matrix: 1Bed- 4 units, 2Bed- 11 units (1 Manager Unit), 3Bed- 5 units

Section 8 PBV: 12 units VASH PBV: 5 units

Income and rent limits: 30%-60% AMI

- Operating Revenue is \$574,891, which effectively meets budget and is only \$1,766 higher than budget. This is primarily due to a surplus budget of \$48,976 of bad debt, but only writing off \$22,686 over the year. This offset the higher than budget vacancy experienced over the year.
- Economic Occupancy averaged 93.9% (1.23 vacant units) over the year and ended 2024 with 80% occupied as a result of long-standing VASH units and an exhausted PBV waitlist.
- Tenant Revenue is \$130,662 and Subsidy Revenue is \$462,234.
- Tenant Accounts Receivables are \$19,669 with \$13,032 occurring during the moratorium. Nonpayment is being actively addressed.
- Operating Expenses are \$294,163, which is 1% (3,895) higher than budget.
- Net Operating Income is \$280,728, which is 2% (\$5,661) higher than budget due to utilities and bad debt being materially lower than budget.
- Replacement Reserve deposit requirement is \$13,506 annually.
- Mandatory hard debt service is \$215,916.
- Total Net Cash Flow is \$51,306.
- DSCR is 1.24. AHA will continue to monitor this property closely due to the low DSCR.

#### Rosefield Village – 727 Buena Vista Avenue

Rosefield Village is a 92-unit Low Income Housing Tax Credit (LIHTC) development project for families. ICD also holds an Option to exercise the Right of First Refusal (ROFR) which can be executed on or after the end of the compliance period in 2033. The Partnership entered a ground lease with the land owner, AHA, which expires December 31, 2115. FPI Management provides property management services. LifeSTEPS provides resident services. The project was placed in service in 2022. Please note 2024 is the first full year of operations, so some numbers are skewed by the 2023 conversion to permanent financing.

Unit matrix: Studio- 8 units, 1Bed- 35 units, 2Bed- 26 units (1 Manager Unit), 3Bed- 23 units

Section 8 PBV: 23 units

Income and rent limits: 20%-80% AMI

- Operating Revenue is \$1,869,163, which is 1% (\$15,533) lower than budget.
- Economic Occupancy averaged 92.6% (7 vacant units) over the year. Rosefield was affected significantly by non-payment during the moratorium. While property management could not serve notices during the COVID Moratorium, residents let their delinquency build-up and many opted to move-out with large outstanding balances instead of going through the court process or working with LifeSTEPS. Staff have payment plans with those who are willing to work with LifeSTEPS and AHA. FPI and AHA are working hard to lease vacant units. Staff are holding weekly meetings with FPI. Leasing is ongoing and is expected to improve in

2025.

- Tenant Revenue is \$1,027,777 and Subsidy Revenue is \$821,381.
- Tenant Accounts receivable are \$217,340. Nonpayment is being actively addressed.
- Operating Expenses are \$1,010,184, which is 6% (\$68,629) higher than budget due to temp staff invoices from 2023 in the amount of \$56,445 being paid in 2024. Staff is closely tracking the use of temp staff and the timely payment of invoices.
- Net Operating Income is \$858,979, which is 9% (\$84,162) lower than budget due to higher than budgeted expenses and an enhanced focus on leasing units.
- Replacement Reserve deposit requirement is \$55,200 annually.
- Mandatory hard debt service is \$724,692 annually.
- Total Net Cash Flow is \$79,087.
- DSCR is 1.11. AHA will continue to monitor this property closely due to the low DSCR.

Overall, all of the assets are able to fulfill mandatory hard debt service and deposit reserves with a debt service coverage ratio averaging at 2.6, and ranging from 1.11 to 6.03. Also, most assets produce surplus cash/ residual receipts for distribution.

#### **FISCAL IMPACT**

None

#### **CEQA**

N/A

#### RECOMMENDATION

Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through December 31, 2024.

#### **ATTACHMENTS**

- 1. AHA LIHTC Q4 2024
- 2. Q4 LIHTC Quarterly Financials

Respectfully submitted, Trevor Jones Trevor Jones, Asset Manager

# **LIHTC Q4 2024 REPORT**

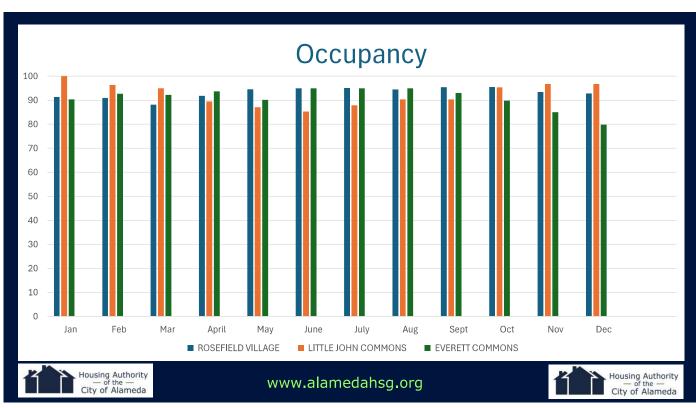
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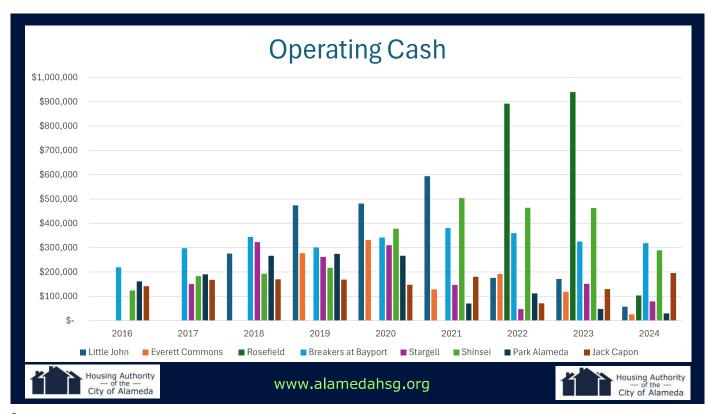
> TREVOR JONES **ASSET MANAGER**

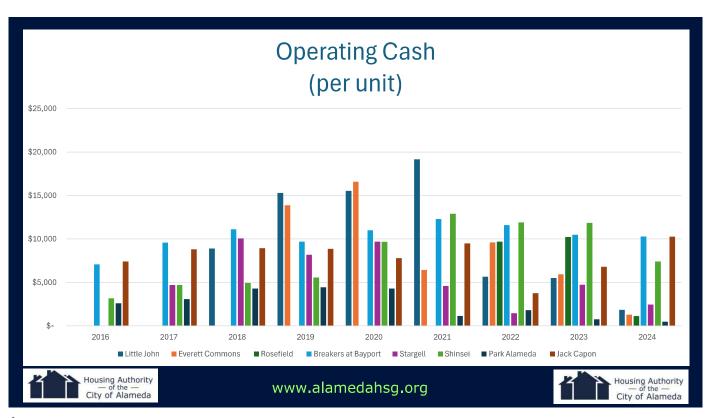


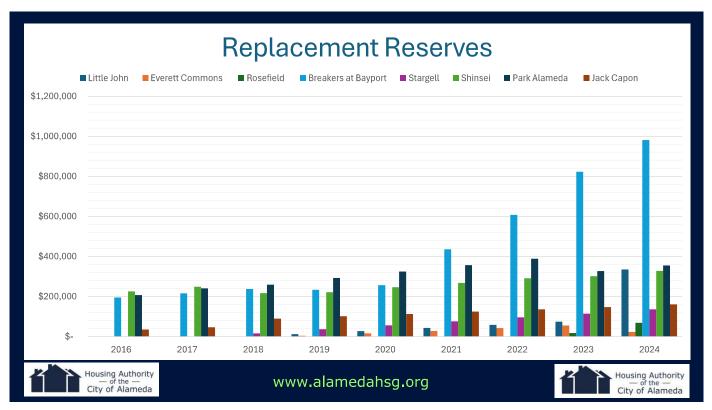
www.alamedahsg.org

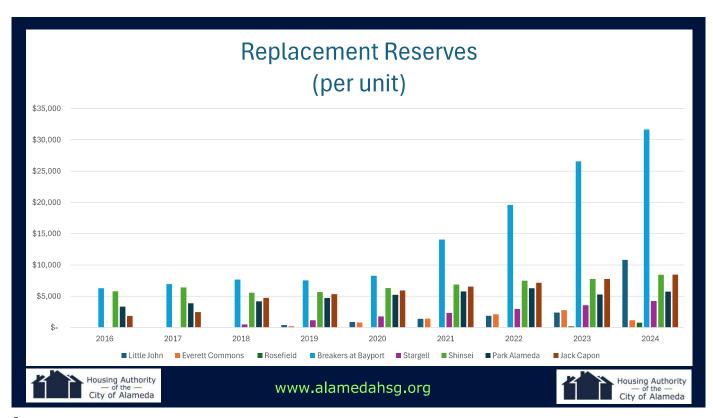


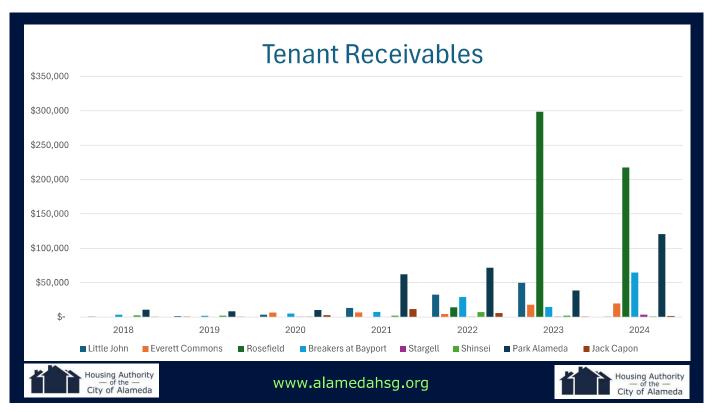


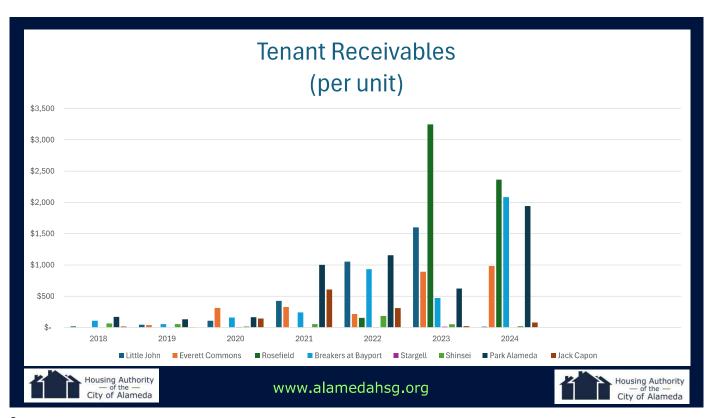


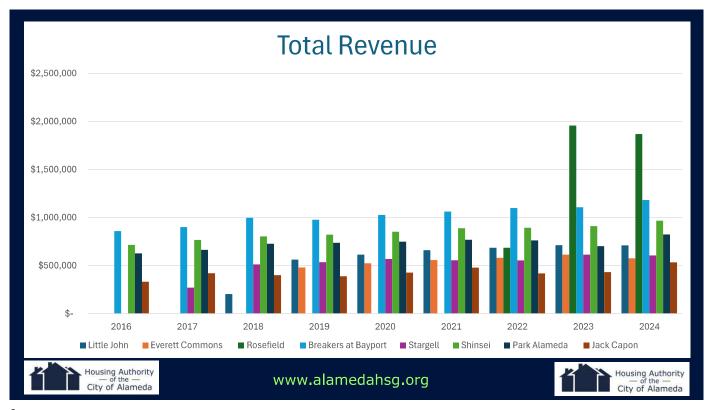




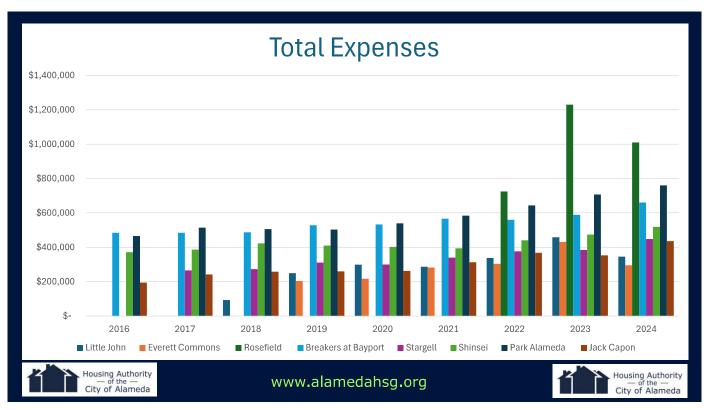


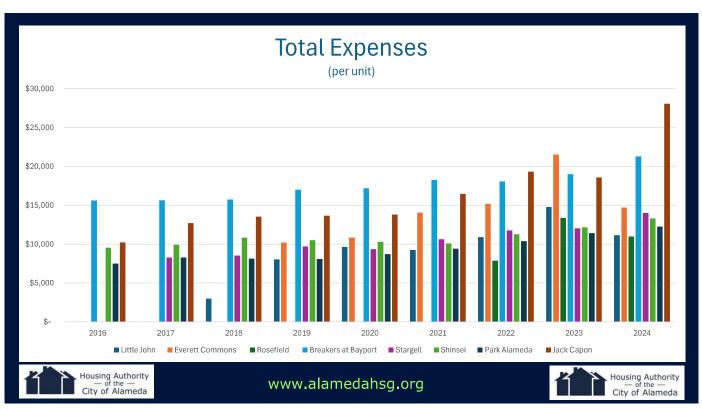


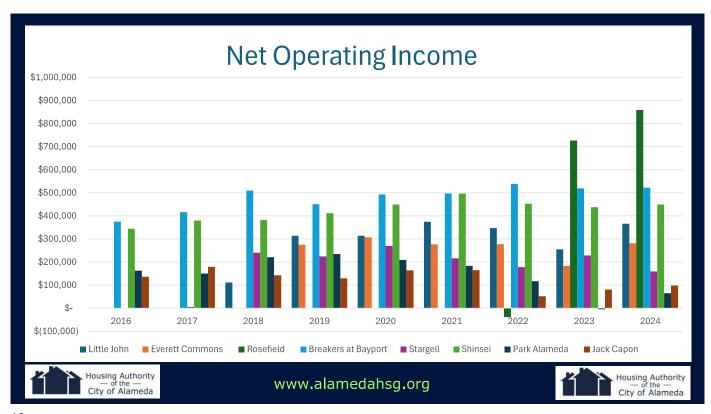


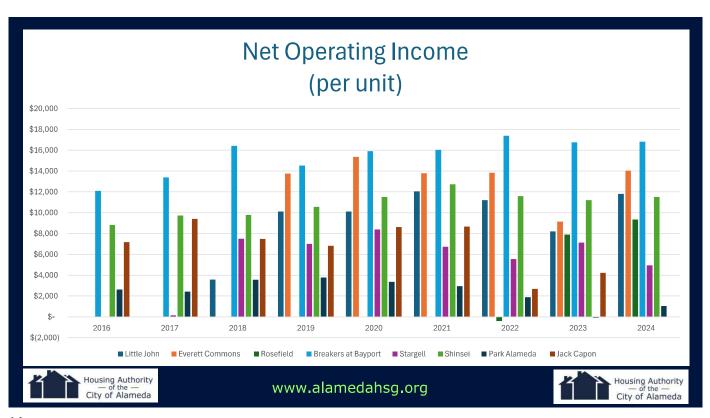


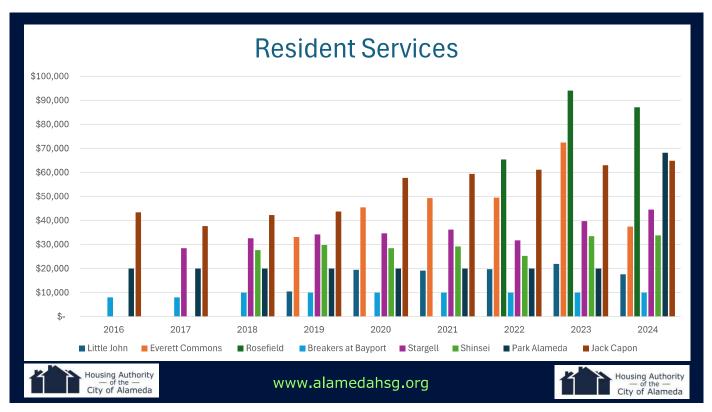


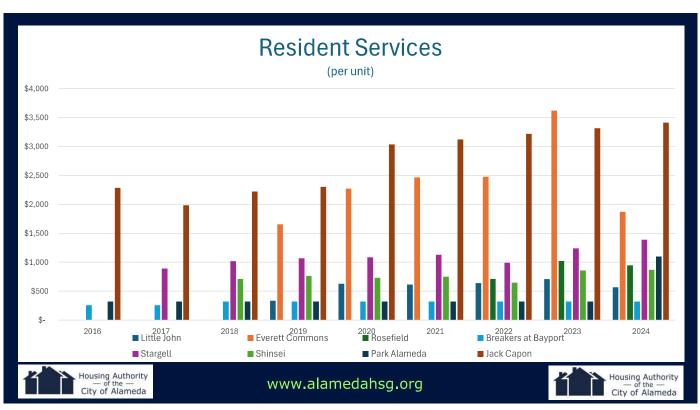


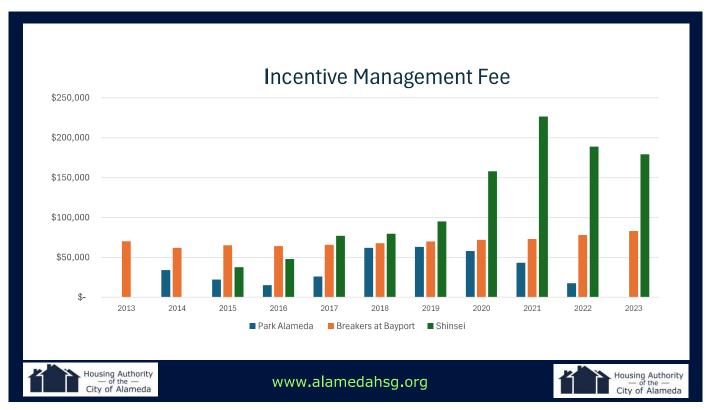












### **Everett Commons**

|                             | Actual         | Budget         | Ac | tual-Budget<br>(\$) | Actual-Budget<br>(%) | PUPY          |
|-----------------------------|----------------|----------------|----|---------------------|----------------------|---------------|
| Rental Revenue              | \$<br>130,662  | \$<br>178,728  | \$ | (48,066)            | -27%                 | \$<br>6,533   |
| Subsidy Revenue             | \$<br>462,234  | \$<br>467,652  | \$ | (5,418)             | -1%                  | \$<br>23,112  |
| Vacancy Loss                | \$<br>(36,462) | \$<br>(12,928) | \$ | (23,534)            | 182%                 | \$<br>(1,823) |
| Other Gain/Loss             | \$<br>41,143   | \$<br>(11,351) | \$ | 52,494              | NA                   | \$<br>2,057   |
| Other Income                | \$<br>(22,686) | \$<br>(48,976) | \$ | 26,290              | -54%                 | \$<br>(1,134) |
| Total Operating Revenue     | \$<br>574,891  | \$<br>573,125  | \$ | 1,766               | 0%                   | \$<br>28,745  |
| Administrative Expenses     | \$<br>76,840   | \$<br>77,492   | \$ | (652)               | -1%                  | \$<br>3,842   |
| Utilities Expense           | \$<br>30,909   | \$<br>61,702   | \$ | (30,793)            | -50%                 | \$<br>1,545   |
| Operating and Maintenance   | \$<br>89,234   | \$<br>57,159   | \$ | 32,075              | 56%                  | \$<br>4,462   |
| Taxes and Insurance         | \$<br>59,756   | \$<br>52,077   | \$ | 7,679               | 15%                  | \$<br>2,988   |
| Resident Services           | \$<br>37,424   | \$<br>49,628   | \$ | (12,204)            | -25%                 | \$<br>1,871   |
| Total Operating Expenses    | \$<br>294,163  | \$<br>298,058  | \$ | (3,895)             | -1%                  | \$<br>14,708  |
| Net Operating Income        | \$<br>280,728  | \$<br>275,067  | \$ | 5,661               | 2%                   | \$<br>14,036  |
| Replacement Reserves        | \$<br>13,506   | \$<br>13,506   |    |                     |                      |               |
| Debt Service                | \$<br>215,916  | \$<br>215,916  |    |                     |                      |               |
| Net Cash Flow               | \$<br>51,306   | \$<br>45,645   | \$ | 5,661               | 12%                  | \$<br>2,565   |
| Debt Service Coverage Ratio | 1.24           | 1.21           |    |                     |                      |               |
| Operating Expense PUPY      | \$<br>14,708   | \$<br>14,903   |    |                     |                      |               |
| Operating Expense PUPM      | \$<br>1,226    | \$<br>1,242    |    |                     |                      |               |
| Number of Units             | 20             |                |    |                     |                      |               |
| Months In YTD               | 12             |                |    |                     |                      |               |

# **Breakers at Bayport**

|                             | Actual          | Budget          | A  | Actual-Budget<br>(\$) | Actual-Budget<br>(%) | PUPY         |
|-----------------------------|-----------------|-----------------|----|-----------------------|----------------------|--------------|
| Rental Revenue              | \$<br>611,210   | \$<br>690,492   | \$ | (79,282)              | -11%                 | \$<br>11,754 |
| Subsidy Revenue             | \$<br>572,550   | \$<br>517,980   | \$ | 54,570                | 11%                  | \$<br>11,011 |
| Vacancy Loss                | \$<br>(8,265)   | \$<br>(24,169)  | \$ | 15,904                | -66%                 | \$<br>(159)  |
| Other Income                | \$<br>6,177     | \$<br>130       | \$ | 6,047                 | N/A                  | \$<br>119    |
| Total Operating Revenue     | \$<br>1,181,672 | \$<br>1,184,433 | \$ | (2,761)               | -0.2%                | \$<br>22,724 |
| Administrative Expenses     | \$<br>227,366   | \$<br>180,880   | \$ | 46,486                | 26%                  | \$<br>4,372  |
| Utilities Expense           | \$<br>101,991   | \$<br>94,638    | \$ | 7,353                 | 8%                   | \$<br>1,961  |
| Operating and Maintenance   | \$<br>197,109   | \$<br>205,264   | \$ | (8,155)               | -4%                  | \$<br>3,791  |
| Taxes and Insurance         | \$<br>123,577   | \$<br>120,125   | \$ | 3,452                 | 3%                   | \$<br>2,376  |
| Resident Services           | \$<br>10,000    | \$<br>10,000    | \$ | _                     | 0%                   | \$<br>192    |
| Total Operating Expenses    | \$<br>660,043   | \$<br>610,907   | \$ | 49,136                | 8%                   | \$<br>12,693 |
| Net Operating Income        | \$<br>521,629   | \$<br>573,526   | \$ | (51,897)              | -9%                  | \$<br>10,031 |
| Replacement Reserves        | \$<br>15,500    | \$<br>15,500    |    |                       |                      |              |
| Debt Service                | \$<br>139,152   | \$<br>139,152   |    |                       |                      |              |
| Net Cash Flow               | \$<br>366,977   | \$<br>418,874   | \$ | (51,897)              | -12%                 | \$<br>7,057  |
| Debt Service Coverage Ratio | 3.64            | 4.01            |    |                       |                      |              |
| Operating Expense PUPY      | \$<br>12,693    | \$<br>11,748    |    |                       |                      |              |
| Operating Expense PUPM      | \$<br>1,058     | \$<br>979       |    |                       |                      |              |
| Number of Units             | 52              |                 |    |                       |                      |              |
| Months In YTD               | 12              |                 |    |                       |                      |              |

### **Shinsei Gardens**

|                             |     | Actual   |    | Budget    | Ac | ctual-Budget<br>(\$) | Actual-Budget<br>(%) | PUPY          |
|-----------------------------|-----|----------|----|-----------|----|----------------------|----------------------|---------------|
| Rental Revenue              | \$  | 437,724  | \$ | 383,217   | \$ | 54,507               | 14%                  | \$<br>11,224  |
| Subsidy Revenue             | \$  | 592,817  | \$ | 679,191   | \$ | (86,374)             | -13%                 | \$<br>15,200  |
| Vacancy Loss                | \$  | (70,073) | \$ | (24,027)  | \$ | (46,046)             | 192%                 | \$<br>(1,797) |
| Other Income                | \$  | 6,902    | \$ | 4,409     | \$ | 2,493                | 57%                  | \$<br>177     |
| Total Operating Revenue     | \$  | 967,370  | \$ | 1,042,790 | \$ | (75,420)             | <b>-7</b> %          | \$<br>24,804  |
| Administrative Expenses     | \$  | 162,664  | \$ | 142,111   | \$ | 20,553               | 14%                  | \$<br>4,171   |
| Utilities Expense           | \$  | 88,521   | \$ | 72,723    | \$ | 15,798               | 22%                  | \$<br>2,270   |
| Operating and Maintenance   | \$  | 146,011  | \$ | 244,952   | \$ | (98,941)             | -40%                 | \$<br>3,744   |
| Taxes and Insurance         | \$  | 87,425   | \$ | 93,069    | \$ | (5,644)              | -6%                  | \$<br>2,242   |
| Resident Services           | \$  | 33,858   | \$ | 35,342    | \$ | (1,484)              | -4%                  | \$<br>868     |
| Total Operating Expenses    | \$  | 518,479  | \$ | 588,197   | \$ | (69,718)             | -12%                 | \$<br>13,294  |
| Net Operating Income        | \$  | 448,891  | \$ | 454,593   | \$ | (5,702)              | -1%                  | \$<br>11,510  |
| Replacement Reserves        | \$  | 23,400   | \$ | 23,400    |    |                      |                      |               |
| Debt Service                | No  | ne       | No | one       |    |                      |                      |               |
| Net Cash Flow               | \$  | 425,491  | \$ | 431,193   | \$ | (5,702)              | -1%                  | \$<br>10,910  |
| Debt Service Coverage Ratio | Non | ie       | No | ne        |    |                      |                      |               |
| Operating Expense PUPY      | \$  | 13,294   | \$ | 15,082    |    |                      |                      |               |
| Operating Expense PUPM      | \$  | 1,108    | \$ | 1,257     |    |                      |                      |               |
| Number of Units             |     | 39       |    |           |    |                      |                      |               |
| Months In YTD               |     | 12       |    |           |    |                      |                      |               |

### Park Alameda

|                             |     | Actual   |     | Budget   | Act | tual-Budget<br>(\$) | Actual-Budget<br>(%) | PUPY          |
|-----------------------------|-----|----------|-----|----------|-----|---------------------|----------------------|---------------|
| Rental Revenue              | \$  | 526,396  | \$  | 584,446  | \$  | (58,050)            | -10%                 | \$<br>8,490   |
| Subsidy Revenue             | \$  | 370,167  | \$  | 357,720  | \$  | 12,447              | 3%                   | \$<br>5,970   |
| Vacancy Loss                | \$  | (76,569) | \$  | (98,173) | \$  | 21,604              | -22%                 | \$<br>(1,235) |
| Other Income                | \$  | 3,627    | \$  | 10,218   | \$  | (6,591)             | -65%                 | \$<br>59      |
| Total Operating Revenue     | \$  | 823,621  | \$  | 854,211  | \$  | (30,590)            | -4%                  | \$<br>13,284  |
| Administrative Expenses     | \$  | 266,969  | \$  | 221,251  | \$  | 45,718              | 21%                  | \$<br>4,306   |
| Utilities Expense           | \$  | 105,297  | \$  | 71,188   | \$  | 34,109              | 48%                  | \$<br>1,698   |
| Operating and Maintenance   | \$  | 195,699  | \$  | 173,115  | \$  | 22,584              | 13%                  | \$<br>3,156   |
| Taxes and Insurance         | \$  | 122,996  | \$  | 122,615  | \$  | 381                 | 0%                   | \$<br>1,984   |
| Resident Services           | \$  | 68,195   | \$  | 70,198   | \$  | (2,003)             | -3%                  | \$<br>1,100   |
| Total Operating Expenses    | \$  | 759,156  | \$  | 658,367  | \$  | 100,789             | 15%                  | \$<br>12,244  |
| Net Operating Income        | \$  | 64,465   | \$  | 195,844  | \$  | (131,379)           | -67%                 | \$<br>1,040   |
| Replacement Reserves        | \$  | 31,930   | \$  | 31,930   |     |                     |                      |               |
| Debt Service                | Noi | ne       | No  | ne       |     |                     |                      |               |
| Net Cash Flow               | \$  | 32,535   | \$  | 163,914  | \$  | (131,379)           | -80%                 | \$<br>525     |
| Debt Service Coverage Ratio | Non | e        | Non | ne       |     |                     |                      |               |
| Operating Expense PUPY      | \$  | 12,244   | \$  | 10,619   |     |                     |                      |               |
| Operating Expense PUPM      | \$  | 1,020    | \$  | 885      |     |                     |                      |               |
| Number of Units             |     | 62       |     |          |     |                     |                      |               |
| Months In YTD               |     | 12       |     |          |     |                     |                      |               |

# **Stargell Commons**

|                             | Actual         | Budget        | Ac | ctual-Budget<br>(\$) | Actual-Budget<br>(%) | PUPY          |
|-----------------------------|----------------|---------------|----|----------------------|----------------------|---------------|
| Rental Revenue              | \$<br>429,331  | \$<br>380,012 | \$ | 49,319               | 13%                  | \$<br>13,417  |
| Subsidy Revenue             | \$<br>207,853  | \$<br>255,298 | \$ | (47,445)             | -19%                 | \$<br>6,495   |
| Vacancy Loss                | \$<br>(41,181) | \$<br>(9,757) | \$ | (31,424)             | 322%                 | \$<br>(1,287) |
| Other Income                | \$<br>10,572   | \$<br>4,998   | \$ | 5,574                | 112%                 | \$<br>330     |
| Total Operating Revenue     | \$<br>606,575  | \$<br>630,551 | \$ | (23,976)             | -4%                  | \$<br>18,955  |
| Administrative Expenses     | \$<br>156,340  | \$<br>122,628 | \$ | 33,712               | 27%                  | \$<br>4,886   |
| Utilities Expense           | \$<br>59,840   | \$<br>58,725  | \$ | 1,115                | 2%                   | \$<br>1,870   |
| Operating and Maintenance   | \$<br>109,043  | \$<br>101,142 | \$ | 7,901                | 8%                   | \$<br>3,408   |
| Taxes and Insurance         | \$<br>78,407   | \$<br>89,445  | \$ | (11,038)             | -12%                 | \$<br>2,450   |
| Resident Services           | \$<br>44,534   | \$<br>41,601  | \$ | 2,933                | 7%                   | \$<br>1,392   |
| Total Operating Expenses    | \$<br>448,164  | \$<br>413,541 | \$ | 34,623               | 8%                   | \$<br>14,005  |
| Net Operating Income        | \$<br>158,411  | \$<br>217,010 | \$ | (58,599)             | -27%                 | \$<br>4,950   |
| Replacement Reserves        | \$<br>19,200   | \$<br>19,200  |    |                      |                      |               |
| Debt Service                | \$<br>69,156   | \$<br>69,156  |    |                      |                      |               |
| Net Cash Flow               | \$<br>70,055   | \$<br>128,654 | \$ | (58,599)             | -46%                 | \$<br>2,189   |
| Debt Service Coverage Ratio | 2.01           | 2.86          |    |                      |                      |               |
| Operating Expense PUPY      | \$<br>14,005   | \$<br>12,923  |    |                      |                      |               |
| Operating Expense PUPM      | \$<br>1,167    | \$<br>1,077   |    |                      |                      |               |
| Number of Units             | 32             |               |    |                      |                      |               |
| Months In YTD               | 12             |               |    |                      |                      |               |

# **Jack Capon Villas**

|                             | Actual        | Budget         | Ac | ctual-Budget<br>(\$) | Actual-Budget<br>(%) | PUPY         |
|-----------------------------|---------------|----------------|----|----------------------|----------------------|--------------|
| Rental Revenue              | \$<br>107,037 | \$<br>97,860   | \$ | 9,177                | 9%                   | \$<br>5,634  |
| Subsidy Revenue             | \$<br>406,143 | \$<br>421,416  | \$ | (15,273)             | -4%                  | \$<br>21,376 |
| Vacancy Loss                | \$<br>826     | \$<br>(51,928) | \$ | 52,754               | -102%                | \$<br>43     |
| Other Income                | \$<br>16,419  | \$<br>2,763    | \$ | 13,656               | 494%                 | \$<br>864    |
| Total Operating Revenue     | \$<br>530,425 | \$<br>470,111  | \$ | 60,314               | 13%                  | \$<br>27,917 |
| Administrative Expenses     | \$<br>95,873  | \$<br>107,046  | \$ | (11,173)             | -10%                 | \$<br>5,046  |
| Utilities Expense           | \$<br>30,109  | \$<br>32,529   | \$ | (2,420)              | -7%                  | \$<br>1,585  |
| Operating and Maintenance   | \$<br>121,634 | \$<br>155,488  | \$ | (33,854)             | -22%                 | \$<br>6,402  |
| Taxes and Insurance         | \$<br>33,906  | \$<br>42,744   | \$ | (8,838)              | -21%                 | \$<br>1,785  |
| Resident Services           | \$<br>64,870  | \$<br>64,870   | \$ | -                    | 0%                   | \$<br>3,414  |
| Total Operating Expenses    | \$<br>346,392 | \$<br>402,677  | \$ | (56,285)             | -14%                 | \$<br>18,231 |
| Net Operating Income        | \$<br>184,033 | \$<br>67,434   | \$ | 116,599              | 173%                 | \$<br>9,686  |
| Replacement Reserves        | \$<br>11,400  | \$<br>11,400   |    |                      |                      |              |
| Debt Service                | \$<br>28,632  | \$<br>28,632   |    |                      |                      |              |
| Net Cash Flow               | \$<br>144,001 | \$<br>27,402   | \$ | 116,599              | 426%                 | \$<br>7,579  |
| Debt Service Coverage Ratio | 6.03          | 1.96           |    |                      |                      |              |
| Operating Expense PUPY      | \$<br>18,231  | \$<br>21,194   |    |                      |                      |              |
| Operating Expense PUPM      | \$<br>1,519   | \$<br>1,766    |    |                      |                      |              |
| Number of Units             | 19            |                |    |                      |                      |              |
| Months In YTD               | 12            |                |    |                      |                      |              |

# **Littlejohn Commons**

|                             | Actual         | Budget         | Ac | ctual-Budget<br>(\$) | Actual-Budget (%) | PUPY          |
|-----------------------------|----------------|----------------|----|----------------------|-------------------|---------------|
| Rental Revenue              | \$<br>196,329  | \$<br>125,124  | \$ | 71,205               | 57%               | \$<br>6,333   |
| Subsidy Revenue             | \$<br>592,138  | \$<br>656,880  | \$ | (64,742)             | -10%              | \$<br>19,101  |
| Vacancy Loss                | \$<br>(60,923) | \$<br>(15,640) | \$ | (45,283)             | 290%              | \$<br>(1,965) |
| Other Gain/Loss             | \$<br>14,655   | \$<br>(13,368) | \$ | 28,023               | -210%             | \$<br>473     |
| Other Income                | \$<br>(31,413) | \$<br>(91,484) | \$ | 60,071               | -66%              | \$<br>(1,013) |
| Total Operating Revenue     | \$<br>710,786  | \$<br>661,512  | \$ | 49,274               | 7%                | \$<br>22,929  |
| Administrative Expenses     | \$<br>104,794  | \$<br>121,339  | \$ | (16,545)             | -14%              | \$<br>3,380   |
| Utilities Expense           | \$<br>47,323   | \$<br>55,109   | \$ | (7,786)              | -14%              | \$<br>1,527   |
| Operating and Maintenance   | \$<br>94,327   | \$<br>97,063   | \$ | (2,736)              | -3%               | \$<br>3,043   |
| Taxes and Insurance         | \$<br>80,921   | \$<br>73,404   | \$ | 7,517                | 10%               | \$<br>2,610   |
| Resident Services           | \$<br>17,610   | \$<br>21,794   | \$ | (4,184)              | -19%              | \$<br>568     |
| Total Operating Expenses    | \$<br>344,975  | \$<br>368,709  | \$ | (23,734)             | -6%               | \$<br>11,128  |
| Net Operating Income        | \$<br>365,811  | \$<br>292,803  | \$ | 73,008               | 25%               | \$<br>11,800  |
| Replacement Reserves        | \$<br>15,500   | \$<br>15,500   |    |                      |                   |               |
| Debt Service                | \$<br>236,508  | \$<br>236,508  |    |                      |                   |               |
| Net Cash Flow               | \$<br>113,803  | \$<br>40,795   | \$ | 73,008               | 179%              | \$<br>3,671   |
| Debt Service Coverage Ratio | 1.48           | 1.17           |    |                      |                   |               |
| Operating Expense PUPY      | \$<br>11,128   | \$<br>11,894   |    |                      |                   |               |
| Operating Expense PUPM      | \$<br>927      | \$<br>991      |    |                      |                   |               |
| Number of Units             | 31             |                |    |                      |                   |               |
| Months In YTD               | 12             |                |    |                      |                   |               |

# **Rosefield Village**

|                             | Actual          | Budget          | A  | ctual-Budget<br>(\$) | Actual-Budget<br>(%) | PUPY          |
|-----------------------------|-----------------|-----------------|----|----------------------|----------------------|---------------|
| Rental Revenue              | \$<br>1,027,777 | \$<br>1,451,388 | \$ | (423,611)            | -29%                 | \$<br>11,171  |
| Subsidy Revenue             | \$<br>821,381   | \$<br>711,216   | \$ | 110,165              | 15%                  | \$<br>8,928   |
| Vacancy Loss                | \$<br>(137,734) | \$<br>(59,472)  | \$ | (78,262)             | 132%                 | \$<br>(1,497) |
| Other Gain/Loss             | \$<br>310,171   | \$<br>(1,584)   | \$ | 311,755              | NA                   | \$<br>3,371   |
| Other Income                | \$<br>(152,432) | \$<br>(216,852) | \$ | 64,420               | -30%                 | \$<br>(1,657) |
| Total Operating Revenue     | \$<br>1,869,163 | \$<br>1,884,696 | \$ | (15,533)             | -1%                  | \$<br>20,317  |
| Administrative Expenses     | \$<br>380,996   | \$<br>324,287   | \$ | 56,709               | 17%                  | \$<br>4,141   |
| Utilities Expense           | \$<br>185,575   | \$<br>222,040   | \$ | (36,465)             | -16%                 | \$<br>2,017   |
| Operating and Maintenance   | \$<br>208,891   | \$<br>134,331   | \$ | 74,560               | 56%                  | \$<br>2,271   |
| Taxes and Insurance         | \$<br>173,712   | \$<br>190,865   | \$ | (17,153)             | -9%                  | \$<br>1,888   |
| Resident Services           | \$<br>61,010    | \$<br>70,032    | \$ | (9,022)              | -13%                 | \$<br>663     |
| Total Operating Expenses    | \$<br>1,010,184 | \$<br>941,555   | \$ | 68,629               | 7%                   | \$<br>10,980  |
| Net Operating Income        | \$<br>858,979   | \$<br>943,141   | \$ | (84,162)             | -9%                  | \$<br>9,337   |
| Replacement Reserves        | \$<br>55,200    | \$<br>55,200    |    |                      |                      |               |
| Debt Service                | \$<br>724,692   | \$<br>724,692   |    |                      |                      |               |
| Net Cash Flow               | \$<br>79,087    | \$<br>163,249   | \$ | (84,162)             | -52%                 | \$<br>860     |
| Debt Service Coverage Ratio | 1.11            | 1.23            |    |                      |                      |               |
| Operating Expense PUPY      | \$<br>10,980    | \$<br>10,234    |    |                      |                      |               |
| Operating Expense PUPM      | \$<br>915       | \$<br>853       |    |                      |                      |               |
| Number of Units             | 92              |                 |    |                      |                      |               |
| Months In YTD               | 12              |                 |    |                      |                      |               |



**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: February 19, 2025

Re: Accept the Quarterly Financial Report for the month ended

December 31, 2024.

#### **BACKGROUND**

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results from July 1, 2024 through December 31, 2024 compared to the Fiscal Year 2024-2025 budget for the same period. In June 2024, the Housing Authority of the City of Alameda (AHA) Board of Commissioners approved a one-year, Fiscal Year 2024-2025, operating budget for the period covering July 1, 2024 through June 30, 2025. 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 (Novogradac and Company LLP), including information that is provided in arrears such as the pension calculation from AHA actuaries and any adjustments proposed by the independent financial auditors.

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 sites including Estuary I and Linnet Corner, as well as The Poplar), are not included in this memorandum with the exception of holdings costs on AHA's financial records. Financial activity of ICD is presented at a separate ICD Board of Directors 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, 2024 through December 31, 2024). Further discussions on the cause of these variances are presented below.

| Financial<br>Snapshot                | PTD Actual   | PTD Budget   | Variance (+/-) | Variance (%) |
|--------------------------------------|--------------|--------------|----------------|--------------|
| Total Revenue                        | \$32,674,449 | \$31,242,764 | \$1,431,686    | 5%           |
| LESS:<br>Operating<br>Expenses       | -31,651,300  | -31,149,726  | -501,573       | -2%          |
| Cash Flow/Net<br>Operating<br>Income | \$1,023,150  | \$93,037     | \$930,113      | 999%         |

Although projected actual Cash Flow/Net Operating Income is substantially higher than budget, a portion of budgeted revenue are non-recurring local funds (e.g. Alameda Unified School District Recognized Obligation Payment Schedule (AUSD ROPS) Grants) and the budget is highly dependent on federal funds (Housing Assistance Payments (HAP) and administrative fee income). Additionally, the annual Independence Plaza Tax Increment of \$2.5 Million is expected to sunset in 2026, although through the Restore-Rebuild (fka Faircloth to RAD) conversion that closed in November 2024, additional vouchers were added in December 2024 to start to stabilize the rental income of that property.

The following indicators showcases whether AHA has sufficient cash and investments to meet its near-term obligations (operating expenses). The months of cash divided by Housing Assistance Payments is showcased as an indicator only; HAP to landlords will not be funded if there is no HUD disbursements to AHA. 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 as additional funding will be deployed due to commitments to Estuary I, Linnet Corner, The Poplar, and the North Housing parcel.

| Indicator<br>(Denominator is YTD<br>divided by 6 months) |              | YTD Expenses<br>divided by 6 months<br>(on average) | Months Covered |
|--|--------------|---|----------------|
| Cash and<br>Investments                                  | \$23,563,285 | \$3,667,433   | 6.42           |
| divided by   |              |   |                |
| 1 Month HAP  |              |   |                |

| Cash and Investments                  | \$23,563,285 | \$1,607,784 | 14.66 |
|---------------------------------------|--------------|-------------|-------|
| divided by                            |              |             |       |
| 1 Month Operating<br>Expenses         |              |             |       |
| Cash and<br>Investments               | \$23,563,285 | \$5,275,217 | 4.47  |
| divided by                            |              |             |       |
| 1 Month HAP and<br>Operating Expenses |              |             |       |

Furthermore, the leverage ratio of AHA/AAHC Debt (\$87,516,917) to AHA Assets (\$242,318,299) percentage of 36% showcases that AHA is lowly leveraged and does not utilize substantial borrowings to fund AHA/AAHC operations. Additionally, some of the AHA debt is internal debt (e.g. seller note from the AHA to AAHC property transfers which is a mechanism for AAHC properties to repatriate operating cash flow to AHA).

#### Third Party Management

AHA's Finance team and the Accounting team 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, utilities, vendors etc.). Additionally, AHA Finance staff have access to view FPI bank account activity online, and FPI Yardi financial statements, and 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 and are reviewed by AHA Finance, AHA Property Management, and AHA Asset Management.

#### Operations Budget – Revenue

Year-to-date - Rental Income (Total Tenant Revenue) of \$8,819,322 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 generally received as two lump sums from the City of Alameda every fiscal year, and recognized on a monthly prorated basis on the financial statements for budget purposes (accrual basis). The next increment is expected to be received prior to the June 30, 2025 fiscal year end. The tenant portion of rents received is lower than budget by \$435,751 (15%), with vacancies lower than budget by \$72,430 (19%), with a higher HAP subsidy received of \$378,981 (7%). 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. Total Federal Grants (7069000) represents Shelter Plus

Care Revenue from the County of Alameda. Reimbursements from August 2024 through January 2025 is outstanding, and staff is in contact with the County to arrange the payment expected in February 2025. Other Grants (7089000) is lower than budget as the budgeted AUSD ROPS Grant is still pending; staff is in touch with AUSD with support for the reimbursement of costs spent. Again, these types of revenue are non-recurring and are submitted after the recorded expenditures (whether hard costs or salary costs). Total Other Income (7159000) is slightly higher than budgeted, due to timing of receipt of the Island City Development services fee and higher interest earnings. Although interest income is higher than budget due to a higher cash and investment reserves balance and driven by higher interest rates from AHA's bank, LAIF and CAMP, it is expected that interest income will continue to be lower in the upcoming months due to planned deployment of reserves as well as lower interest rates expected.

#### **Expenses**

Total operating expenses, including HAP and mortgage principal payments to AHA/AAHC lenders are higher period-to-date budget by \$501,573 (2%). Aside from HAP which is higher than budget (discussed in the following paragraph), additional maintenance costs paid through excess cash flow (deferred maintenance costs and planned capital costs that were budgeted to be paid from reserves but spent via available cash flow instead), and year end fees associated with Independence Plaza Restore-Rebuild (formerly known as Faircloth-to-RAD) is partially offset by lower paid out salary and benefit expenses (due to vacancies) and some costs savings due to budgeted travel not heavily utilized during the fiscal year.

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

The Housing Assistance Payments (HAP) pass-through includes all the Housing Choice Voucher, Project Based Vouchers, Shelter Plus, Bessie Coleman ("SRO") programs and other boutique voucher types (i.e. Stability Vouchers and Emergency Housing Vouchers). Year-to-date HAP revenue (8100120 Total HUD Grant) is higher than budgeted by \$2,390,366. HUD has released additional HUD held cash reserves due to the projected shortfall in funding in 2024 which depleted this reserve. In January 2025, the Shortfall Prevention Team recommended a shortfall award of \$1,274,563 to the agency. It is anticipated that AHA will again be in HAP shortfall in 2025.

#### Statement of Net Position as of 12/31/2024

AHA, AAHC and its affiliates have adequate cash resources for operations and reserves. As of December 31, 2024, AHA, AAHC, and its affiliates have \$9.8 million in cash, and \$13.8 million held in Local Area Investment Trust Fund ("LAIF") and California Asset Management Program ("CAMP") investments. CAMP funds held by Island City Development and low-income housing tax credit partnerships are not included in this memorandum. Due to Independence Plaza Restore-Rebuild (fka Faircloth to RAD) and AHA/AAHTF/ICD loan rebalancing, CAMP funds were drawn upon of \$4,000,000 to facilitate this in the 4th calendar year quarter. Restore-Rebuild requires a funding of Initial Deposit of Replacement Reserve (IDRR) and the first funding of the Annual Deposit of Replacement (ADDR) Reserves of a total of less than \$2,000,000, in conjunction with the pay off of the Independence Plaza Northmarq

mortgage which was less than \$1,000,000. Cost savings during this quarter in conjunction with earnings yield contributed to a slight increase in cash position quarter over quarter of \$274,608. A rebalancing of operating cash to LAIF and CAMP will occur by quarter end March 31, 2025 after year-end reconciliation efforts are completed. Please note that the Independence Plaza ADRR and IDRR previously mentioned cannot be invested in LAIF and CAMP per HUD guidelines, but is invested in a FDIC Insured Banking Institution with collateralized securities in an interest bearing account. Please refer to the separate Investment Memorandum which showcases the statements of the December 2024 LAIF and CAMP.

Please see below to showcase a breakdown of AHA's cash and investment position, quarter over quarter, and a breakdown between restricted and unrestricted funds, quarter over quarter.

#### Cash and Investment Position Breakout:

| Cash and Investment Position                                      | 12/31/2024   | 9/30/2024    | Increase/Decrease |
|---|--------------|--------------|-------------------|
| Cash held at FDIC insured bank, with securities collateralization | \$9,808,894  | \$5,722,016  | \$4,086,878       |
| LAIF (Local Area<br>Investment Fund)                              | \$12,620,237 | \$12,472,332 | \$147,905         |
| CAMP (California<br>Asset Management<br>Program)                  | \$1,134,153  | \$5,094,328  | -\$3,960,175      |
| Total Cash and Investments  | \$23,563,284 | \$23,288,676 | \$274,608         |

#### Restricted and Unrestricted Funds Breakout:

| Restricted and Unrestricted Funds  | 12/31/2024  | 9/30/2024   | Increase/Decrease |
|--|-------------|-------------|-------------------|
| Restricted Property Funds (Security Deposits, Replacement Reserves, Escrow Deposits, etc.) | \$3,111,526 | \$1,134,803 | \$1,976,723       |
| Restricted<br>Federalized Funds  | \$1,027,242 | \$1,044,728 | -\$17,487         |

| Cash - Subject to<br>AHA Reserves<br>Policy | \$19,424,516 | \$21,109,145 | -\$1,684,629 |
|---|--------------|--------------|--------------|
| Total Restricted and Unrestricted Funds     | \$23,563,284 | \$23,288,676 | \$274,608    |

In May 2022, the Reserves Policy was approved by the Board of Commissioners on the medium term plan to maintain adequate operating and HAP reserves and also for acquisition and development purposes. This Reserves Policy has been expanded since then (with the latest presented in May 2024) and it is expected that additional changes will be needed in the latter half of fiscal year 2025. Within the Cash - Subject to AHA Reserves Policy above includes the undisbursed proceeds from The Poplar's predevelopment loan of approximately 2.3 Million, which was used to repay AHA's original outlay for acquisition and due diligence of The Poplar site from Alameda Unified School District.

#### OTHER ISSUES IMPACTING FINANCE DEPARTMENT

#### White House Office of Management and Budget (OMB) Memorandum

In January 2025, the OMB issued and rescinded a memorandum directing federal agencies to temporarily pause federal grants, loans and other financial assistance programs by the current administration's executive orders. As AHA's grant revenue is directly and indirectly tied to federal funds, staff was in communication with authorities due to the material impacts if the contracted grant revenues were not available timely. Although federal funding was available in February 2025 after the rescinding of the memo, staff will continue to monitor cash levels and federal actions internally and with our external partners.

#### Administrative and Staffing

The satellite office's lease has been extended through 2027 (with an extension to 2029), which currently houses the finance and asset management departments. The Board of Commissioners approved the extension in the month of April 2024.

The Finance Department is fully staffed with no turnover since 2019. 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.

#### Alameda Housing Authority Audit

Staff is currently working with AHA's independent financial auditors (Novogradac and Company LLP) on reporting, with a planned presentation to HUD no later than the March 2025 Board of Commissioners meeting, and a submittal to HUD and the Federal Clearinghouse no later than March 31, 2025. 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 tax return will be brought to the Board of Directors and submitted to the Federal and California tax authorities no later than the May 2025 extended due date for the June 30, 2024 year-end reporting.

#### Island City Development Audit and Tax

Staff is working with the CPA firm Holthouse, Carlin & Van Tright LLP (HCVT) for audit work of Island City Development (ICD) 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") with preliminary meetings held for the 2024 reporting. The 2024 ICD audited financial statements was brought to the ICD Board of Directors in November 2024, and its activity will be presented in the AHA consolidated audited financial statements that is due to HUD in March 2025.

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.

#### <u>Unfunded Pension Liabilities</u>

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 previously presented to the Board of Commissioners by AHA's actuary, Nicolay, 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 2024, CalPERS stated that there is a preliminary positive 9.3% net return on investments for the 12-month period that ended June 30, 2024. Finance staff included actuarial reporting in the audited financial statements presented in March 2024. Finance staff funded the annual accrued unfunded liability principal payment in the Summer 2024. The next report will be the annual audited financial statements no later than the first 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. By June 2025, Finance staff will request a withdrawal from the CalPERS Other Post-Employment Benefit Section 115 Trust to pay back direct and implicit costs of retirees for the fiscal year.

#### **Budget**

The budget process for Fiscal Year 2025-2026 has begun. It is expected that this budget will be brought to the Board of Commissioners in the May 2025 meeting, but no later than June 2025.

#### Banking Activities

Check fraud occurred with some checks, and staff have alerted law enforcement and the bank to recoup the funds. Staff have made another big push to vendors and landlords to receive payments via electronic funds transfer, which will mitigate the risk of check and mail fraud.

#### **Property Taxes**

California Assembly Bill AB 1528, enacted in 2023, amends Housing Authorities Law in California that properties held by non profit corporations that are controlled by housing authorities are exempt from property taxation. As AHA's affiliate, Alameda Affordable Housing Corporation (AAHC), has that legal structure due to common control through the related Boards, all AAHC's previously paid property taxes are to be refunded. As of the date of this memorandum, \$473,168 is due from the County of Alameda, mostly for Pulte Homes acquired condominiums and Independence Plaza. Asset Management staff met with the County of Alameda Office of the Assesor's staff in January 2025 and the next steps include receiving the official approval letter from the Assessor, which will include next steps regarding property tax refunds.

#### Upcoming Mortgage Maturities of AHA and AAHC Properties

As mentioned earlier in the Overview section, AHA and AAHC financial position are lowly leveraged, which means there is a low ratio between the use of debt as it relates to the total assets. In the medium term (within the next 5 years), the following mortgages are set to mature. Staff is tracking these loan maturities and have begun strategizing on refinancing these loans.

- (1) PNC Bank, N.A. loan for the Parrot Village and Eagle Village properties Maturity in August 2026 with a balloon payment of \$8.2 Million
- (2) Community Housing Fund, LLC (Capital Impact) predevelopment loan for The Poplar property Maturity in January 2028 with a balloon payment of \$3,337,000. As of the date of this memorandum, the loan is not fully drawn upon, and the loan proceeds are held in reserves in the amount of \$2.3 Million
- (3) City of Alameda Ioan for the Anne B. Diament property Maturity in November 2028 with a balloon payment of \$96,000

#### FISCAL IMPACT

For reporting only.

#### **CEQA**

N/A

#### RECOMMENDATION

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

#### **ATTACHMENTS**

- 1. EXHIBIT B DECEMBER 31, 2024 BALANCE SHEET
- 2. EXHIBIT A JULY-DEC 2024 PTD

Respectfully submitted,

Louie So

Louie So, Chief Financial Officer

### **Balance Sheet (With Period Change)**

Period = Jul 2024-Dec 2024 Book = Accrual

|  | Balance        |
|--|----------------|
|  | Current Period |
| 1000000 ASSETS   |                |
| 1100000 CURRENT ASSETS                                       |                |
| 1101000 CASH   |                |
| 1110010 Cash - Unrestricted                                  | 5,626,979      |
| 1110012 Cash - Reserve for Building                          | 219,898        |
| 1110018 Cash - Operating Checking with 3rd Party             | 944,097        |
| 1110019 Petty Cash with 3rd Party                            | 4,500          |
| 1110020 Cash - Petty cash                                    | 1,250          |
| 1110021 Cash - Benefit Account                               | 9              |
| 1110030 Cash - FSS   | 120,534        |
| 1110040 Cash - Replacement Reserve Bldg                      | 1,889,834      |
| 1130010 Cash - Restricted Other                              | 79,231         |
| 1130030 Cash - Restricted Sec Dep                            | 41             |
| 1140050 Cash - Tenant Security Deposits with 3rd Party       | 620,884        |
| 1199000 TOTAL CASH   | 9,507,257      |
| 1200000 ACCOUNTS RECEIVABLE                                  |                |
| 1240010 Accounts Receivable - Government                     | 1,523,165      |
| 1240070 Accounts Receivable- HUD                             | 41,903         |
| 1250010 Accounts Receivable - Other                          | 182,244        |
| 1250020 Accounts Receivable - Owners                         | 295,416        |
| 1250050 Accounts Receivable - 3rd Party Management           | 29,317         |
| 1255000 Subsidy Suspense Receivable                          | 285,311        |
| 1260000 Accounts Receivable - Tenant                         | 319,486        |
| 1260050 Accounts Receivable - Tenant Rent with 3rd Party     | 472,137        |
| 1261000 Allowance for Doubtful Accounts -Dwelling Rent       | -468,672       |
| 1280000 Fraud Recovery                                       | 67,338         |
| 1281000 Allowance for Doubtful Accounts - Fraud              | -61,774        |
| 1290000 Accrued Interest Receivable                          | 146,773        |
| 1290010 Accrued Receivables                                  | 200,000        |
| 1299000 TOTAL ACCOUNTS RECEIVABLE                            | 3,032,644      |
| 1300000 INVESTMENTS AND OTHER CURRENT NOTES                  |                |
| 1310000 Investments(LAIF)- Unrestricted                      | 12,619,934     |
| 1320010 Investments - Other                                  | 304            |
| 1320020 Investments(LAIF) (Restricted) - FSS Escrow          | 0              |
| 1320030 Investments(LAIF)- Building Reserve                  | 0              |
| 1320040 Investments(LAIF) - Equipment Reserve                | 0              |
| 1350000 Investments - Restricted                             | 0              |
| 1350010 Investment(LAIF)-Restricted (Jack Capon Villa Trust) | 0              |
| 1350031 Investments - CAMP                                   | 1,134,153      |
| 1350100 Mortgage Receivable                                  | 85,144,032     |
| 1350103 Mortgage Receivable-Jack Capon L. P.                 | 0              |
| 1350105 Loan Receivable-Security Deposit Loan                | 17,470         |
|  |                |

|  | Balance        |
|--|----------------|
|  | Current Period |
| 1350106 Loan Receivable - ICD                      | 30,956,568     |
| 1350107 Loan Receivable-RCD/Stargell/Tri Pointe    | 2,000,000      |
| 1350109 Loan Receivable - Section 8                | 1,790,000      |
| 1360000 TOTAL INVESTEMENTS AND OTHER CURRENT NOTES | 133,662,461    |
| 1400000 PREPAID EXPENSES                           |                |
| 1420010 Prepaid Insurance - Property               | 19,520         |
| 1420040 Prepaid Insurance - Worker Comp            | 49,081         |
| 1420050 Prepaid - Other                            | 2,910          |
| 1420051 Prepaid Rent                               | 5,813          |
| 1420070 Escrow Deposits - Property                 | 1,693,350      |
| 1420095 Prepaid Expense - Management Company       | 451,573        |
| 1430010 Replacement Reserve-NorthMarq Loan         | 301,679        |
| 1440099 TOTAL PREPAID EXPENSES                     | 2,523,926      |
| 1440105 INTERPROGRAM                               |                |
| 1440110 Interprogram (Due From)                    | 5,808,359      |
| 1440111 Interprogram Due From Sherman St FACSA     | -67,636        |
| 1440899 TOTAL INTERPROGRAM                         | 5,740,723      |
| 1500000 TOTAL CURRENT ASSETS                       | 154,467,012    |
| 1590000 LONG TERM ASSETS                           |                |
| 1600000 FIXED ASSETS                               |                |
| 1609999 LAND AND BUILDINGS                         |                |
| 1610000 Land                                       | 60,726,239     |
| 1620030 Buildings                                  | 36,317,895     |
| 1620031 Buildings Improvements                     | 3,207,465      |
| 1620060 Construction In Progress                   | 2,500          |
| 1629000 TOTAL LAND AND BUILDINGS                   | 100,254,099    |
| 1630040 Furniture and Equipment - Dwelling         | 280,977        |
| 1630041 Furniture and Equipment - Other            | 150,762        |
| 1650000 Leasehold Improvements                     | 15,000,714     |
| 1660030 Accumulated Deprecation                    | -36,041,144    |
| 1699000 TOTAL FIXED ASSETS                         | 79,645,408     |
| 1700000 ALL OTHER ASSETS                           |                |
| 1740000 Other Asset                                | 295,246        |
| 1770000 TOTAL ALL OTHER ASSETS                     | 295,246        |
| 1800000 DEFERRED OUTFLOW                           |                |
| 1800200 Deferred Outflow of Resources              | 3,788,376      |
| 1890000 TOTAL DEFERRED OUTFLOW                     | 3,788,376      |
| 1900000 CONSTRUCTION IN PROGRESS                   |                |
| 1900020 CIP - Building Improvements                | 1,096,729      |
| 1900030 CIP - Land Improvements                    | 42,202         |
| 1900040 CIP - Acquisition-Legal                    | 60,909         |
| 1900045 CIP - Acquisition-Title & Escrow Fee       | 7,883          |

|  | Balance               |
|--|-----------------------|
|  | <b>Current Period</b> |
| 1900050 CIP - Appraisal (Land or Property)                           | 8,000                 |
| 1900060 CIP - Demolition & Remediation                               | 3,094                 |
| 1900070 CIP - Others Acquisition Costs                               | 1,540                 |
| 1900100 CIP - On Site Improvement                                    | 1,100,051             |
| 1900101 CIP - GC Gen Requirements/OH/Profit                          | 587,129               |
| 1900110 CIP - Offsite Improvement                                    | 622,213               |
| 1900125 CIP - Relocation cost-Temp                                   | 4,854                 |
| 1900200 CIP - Admin Expenses(including postage & advertising)        | 710                   |
| 1900210 CIP - Architectural & Engineering Fees                       | 73 <i>,</i> 995       |
| 1900213 CIP - Architectural Construction Admin                       | -533                  |
| 1900216 CIP - Survey Fees  | 34,628                |
| 1900217 CIP - Engineering Fees                                       | 38,864                |
| 1900230 CIP - Professional Services (Other)                          | 28,624                |
| 1900250 CIP - Costs of Insurance                                     | 25,856                |
| 1900270 CIP - Financing Cost-Inspection Fees                         | 89,951                |
| 1900280 CIP - Insurance Costs During Construction                    | 26,901                |
| 1900290 CIP - Organization - Legal                                   | 4,892                 |
| 1900300 CIP - Construction Loan-Legal                                | 16,157                |
| 1900315 CIP - Construction Loan - Fees                               | -2,501                |
| 1900350 CIP - Loan Interest - Soft                                   | 47,062                |
| 1900370 CIP - Syndication-Consultant                                 | 2,050                 |
| 1900410 CIP - Environmental Testing & Reports                        | 166,258               |
| 1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist) | 13,213                |
| 1900430 CIP - Utilities Fees   | 6,968                 |
| 1900440 CIP - Marketing Cost   | 11,096                |
| 1900450 CIP - Furnishings & Equipment                                | 3,463                 |
| 1919999 TOTAL CONSTRUCTION IN PROGRESS                               | 4,122,257             |
| 1929999 TOTAL LONG TERM ASSETS                                       | 87,851,288            |
| 1999999 TOTAL ASSETS   | 242,318,299           |
| 3000000 LIABILITIES AND EQUITY                                       |                       |
| 3005000 LIABILITIES  |                       |
| 3100000 CURRENT LIABILITIES  |                       |
| 3100500 ACCOUNTS PAYABLE   |                       |
| 3120010 Accounts Payable<= 90 Days                                   | 273,828               |
| 3120011 Accounts Payable -CALPERS (employee portion)                 | 550                   |
| 3120014 Accounts Payable-Garnishment (employee portion)              | -129                  |
| 3120015 Accounts Payable-Vision Insurance (employee portion)         | 789                   |
| 3120016 Accounts Payable-Life Insurance (employee portion)           | -43                   |
| 3120018 Accounts Payable-PARS retirement (employee portion)          | -1,416                |
| 3120019 Accounts Payable-Flexible Spending Account(employee portion) | -444                  |
| 3120021 Employees Cobra  | -262                  |
| 3120022 Accounts Payable-PERS 1959 Surv(Employee Portion)            | 41                    |

|  | Balance               |
|--|-----------------------|
|  | <b>Current Period</b> |
| 3120023 Accounts Payable-FSA Transit Plan                        | 388                   |
| 3120024 Accounts Payable FSS                                     | 114,644               |
| 3120029 Accounts Payable - 3rd Party Management Company          | 94,975                |
| 3120030 Accrued Wage/Payroll Taxes Payable                       | 0                     |
| 3120040 Accrued Compensated Absences - Current Portion           | 204,488               |
| 3120070 Accrued Payables   | 511,783               |
| 3120075 Accrued Accounts Payable - 3rd Party Management          | 0                     |
| 3120080 Contracts - Retentions                                   | 451,491               |
| 3330100 Tenants- Rents Payable                                   | 9,200                 |
| 3339000 TOTAL ACCOUNT PAYABLE                                    | 1,659,883             |
| 3400000 SECURITY DEPOSITS HELD                                   |                       |
| 3410015 Tenant Security Deposits - held with 3rd Party Managemen | t 607,516             |
| 3419000 TOTAL SECURITY DEPOSITS HELD                             | 607,516               |
| 3419900 OTHER LIABILITIES  |                       |
| 3420000 Prepay Tenant Rent                                       | 45,504                |
| 3421000 Prepay Tenant Rent - 3rd Party Management                | 24,964                |
| 3425000 Unearned Revenue   | 1,339,479             |
| 3430000 Current Portion of Long Term Debt - Capital Projects     | 8,437,111             |
| 3440000 Current Portion of Long Term Debt - Operating Borrowing  | 220,024               |
| 3449000 TOTAL OTHER LIABILITIES                                  | 10,067,081            |
| 3470000 INTERPROGRAM   |                       |
| 3470050 Interprogram (Due to)                                    | 5,765,448             |
| 3471000 Due To/Due From Suspense Account                         | -5,978                |
| 3480000 TOTAL INTERPROGRAM                                       | 5,759,470             |
| 3499000 TOTAL CURRENT LIABILITIES                                | 18,093,949            |
| 3500000 NON-CURRENT LIABILITIES                                  |                       |
| 3510100 Mortgage Loan Payable                                    | 15,177,312            |
| 3510130 Interest Payable - City of Alameda Loan                  | 1,218,481             |
| 3510140 Home Fund Loan #1  | 207,070               |
| 3510143 \$3.6M Housing Authority Loan Payable                    | 45,518,417            |
| 3510150 Housing Community Dev. Loan                              | 916,400               |
| 3510154 Housing Comm LEAD loan                                   | 1,605,000             |
| 3510157 Loan Payable - Esperanza                                 | 1,790,000             |
| 3510160 Home Fund Loan #2  | 282,700               |
| 3540000 Accrued Compensated Absences - Noncurrent                | 151,636               |
| 3570000 OPEB Liability   | -128,123              |
| 3580000 Pension Liability  | 2,684,075             |
| 3599000 TOTAL NON-CURRENT LIABILITIES                            | 69,422,968            |
| 3999000 TOTAL LIABILITIES  | 87,516,917            |
| 4000000 Equity/Net Assets  |                       |
| 4000001 EQUITY   |                       |
| 4000100 DEFERRED INFLOW  |                       |

|  | Balance        |
|--|----------------|
|  | Current Period |
| 4001000 Deferred Inflow of Resources     | 20,887,565     |
| 4900000 TOTAL DEFERRED INFLOW            | 20,887,565     |
| 499999 CONTRIBUTED CAPITAL               |                |
| 5010000 Net Investment in Capital Assets | 24,337,632     |
| 5090000 Unrestricted                     | 107,308,888    |
| 5120000 Unrestricted                     | 2,265,986      |
| 5120010 Net Restricted Assets            | 1,311          |
| 5950000 TOTAL CONTRIBUTED CAPITAL        | 133,913,816    |
| 5999900 TOTAL EQUITY                     | 154,801,382    |
| 6000000 TOTAL LIABILITIES AND EQUITY     | 242,318,299    |

# Budget Comparison (with Period to Date "PTD") - AHA + AAHC ONLY Period = Jul 2024-Dec 2024 Book = Accrual

2/9/2025 9:56 PM

|             | PID Budget Variance % Var | 22 8,823,767 -4,444 0          | 97 234,821 -14,124 -6        | 73 1,000,000 -981,62798   | 15 795,000 41,615 5        | 42 20,389,176 2,390,366 12 | 00 0 -100 N/A            | <b>49 31,242,764</b> <i>1,431,686 5</i> | 00 8,679,359 2,881,559 33      | 11 168,182 35,271 21          | 47 698,341 140,494 20   | 97 - 506,206 -895,691 -177  | 47 767,219 -24,428 -3          | 87 10,819,307 1,856,920 17         | 59 -200,000 121,059 61           | 56 19,812,323 -2,513,333 -13                           | 24 987,764 27,060 3            |                           | <b>07 31,419,394</b> -562,414 -2 | 3 <mark>1,419,394</mark><br>-176,630 | <b>31,419,394</b> -562,414<br>-1 <b>76,630</b> 869,272<br>860,000 0 | 31,419,394     -562,414       -176,630     869,272       860,000     0       -590,333     60,840 | TOTAL TENANT SERVICES  TOTAL UTILITIES  TOTAL MAINTENANCE  TOTAL GENERAL EXPENSES  TOTAL OPERATING EXPENSES  PORTABILITY IN (INCOME)  TANCE PAYMENTS (VOUCHER)  TOTAL OTHER EXPENSES |
|-------------|---------------------------|--------------------------------|------------------------------|---------------------------|----------------------------|----------------------------|--------------------------|---|--------------------------------|-------------------------------|-------------------------|-----------------------------|--------------------------------|------------------------------------|----------------------------------|--|--------------------------------|---------------------------|----------------------------------|--------------------------------------|---|--|--|
| באסט ב אססם | ACCOUNTS PLD Actual       | TOTAL TENANT REVENUE 8,819,322 | TOTAL FEDERAL GRANTS 220,697 | TOTAL OTHER GRANTS 18,373 | TOTAL OTHER INCOME 836,615 | TOTAL HUD GRANT 22,779,542 | TOTAL OTHER REVENUE -100 | TOTAL REVENUE 32,674,449                | TOTAL ADMINISTRATIVE 5,797,800 | TOTAL TENANT SERVICES 132,911 | TOTAL UTILITIES 557,847 | TOTAL MAINTENANCE 1,401,897 | TOTAL GENERAL EXPENSES 791,647 | TOTAL OPERATING EXPENSES 8,962,387 | PORTABILITY IN (INCOME) -321,059 | TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER) 22,325,656 | TOTAL OTHER EXPENSES 1,014,824 | TOTAL EXPENSES 31.981.807 |                                  |                                      |   | TOTAL NET INCOME NON-CASH AND ADDED BACK) SAGE PRINCIPAL REPAYMENTS                              | TOTAL  |
| : 1:000     | ACCOUNT #                 | 7050000                        | 0006902                      | 0006802                   | 7159000                    | 8100120                    | 0006868                  | 0006668                                 | 0006916                        | 9249000                       | 0006686                 | 9499000                     | 0008696                        | 0006696                            | 0060026                          | 9739000  | 6666586                        | 0009666                   |                                  |                                      | LESS:   | LESS:<br>ADD:  | 9249000<br>9399000<br>9499000<br>9699000<br>9700900<br>9739000<br>9859999  |

| SUMMARY OF CASH FLOW FROM OPERATIONS                                | PERATIONS  |            |           |                |
|---|------------|------------|-----------|----------------|
| TOTAL REVENUE   | 32,674,449 | 31,242,764 | 1,431,686 | 5              |
| TOTAL EXPENSES (ADJUST NON-CASH DEPRECIATION + PRINCIPAL REPAYMENT) | 31,651,300 | 31,149,726 | -501,573  | -2             |
| CASH FLOW FROM OPERATIONS   | 1,023,150  | 93,037     | 930,113   | 930,113 999.72 |



**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: February 19, 2025

Re: Accept the Quarterly Investment Report for the Period Ending

December 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 and affiliates. 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

Local Area Investment Fund (LAIF) funds are on demand and can be used for immediate needs. Interest is posted quarterly to the account by LAIF and the 3 months of interest from October 2024 through December 2024 earned will be presented in the January 2025 LAIF statement.

California Asset Management Program (CAMP) funds are on-demand and can be used for immediate needs. Interest is posted monthly to the account by CAMP.

In late November 2024, \$4,000,000 was withdrawn from AHA-CAMP to fund Independence Plaza's Restore-Rebuild (formerly known as Faircloth to RAD) Conversion. These funds were used to fund the Initial Deposit of Replacement Reserves, the 1st year of Annual Deposit of Replacement Reserve, the pay off of the Northmarq mortgage, and to ensure proper funding of the capital work at Independence Plaza.

In December 2024, \$3,000,000 was withdrawn from ICD-CAMP and transferred to the



Alameda Afflordable Housing Corporation (AAHC) Trust fund to back-fill for North Housing Block A costs. These funds originated from the tax credit equity investor to pay off the pre-development costs of both Estuary I and Linnet Corner, and held at ICD-CAMP until a full reconciliation was completed between related parties.

Investment changes for the guarter ending December 31, 2024 are:

| Activity                              | AHA-LAIF     | AHA-<br>CAMP | ICD-CAMP    |
|---------------------------------------|--------------|--------------|-------------|
| Beg. Balance -<br>September 30, 2024  | \$12,472,028 | \$5,094,328  | \$3,002,096 |
| Interest Income                       | 147,906      | 39,825       | 33,528      |
| Deposits                              | -            | -            | -           |
| Withdrawals                           | -            | (4,000,000)  | (3,000,000) |
| Ending Balance -<br>December 31, 2024 | \$12,619,934 | \$1,134,153  | \$35,624    |

A rebalancing of operating cash, that is not restricted by HUD or held as a reserve, will occur in the 1st quarter of 2025 to refill the CAMP investment balance, after the calendar year-end legal entities have completed their year-end accounting/reporting reconciliations.

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 2025. The Executive Director and Chief Financial Officer will maintain a complete and timely record of all investment transactions.

### **CEQA**

Not applicable.

### RECOMMENDATION

Accept the Quarterly Investment Report for the Period Ending December 31, 2024.

### **ATTACHMENTS**

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

Respectfully submitted,

Janet Lee, Asst. Director of Finance

### California State Treasurer Fiona Ma, CPA

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

January 02, 2025

<u>LAIF Home</u> <u>PMIA Average Monthly Yields</u>

ALAMEDA HOUSING AUTHORITY

EXECUTIVE DIRECTOR 701 ATLANTIC AVENUE ALAMEDA, CA 94501

Tran Type Definitions

December 2024 Statement

Account Summary

 Total Deposit:
 0.00 Beginning Balance:
 12,619,933.77

 Total Withdrawal:
 0.00 Ending Balance:
 12,619,933.77

Harrisburg, PA 17108-1813 **Customer Service** PO Box 11813

### **ACCOUNT STATEMENT**

For the Month Ending

**December 31, 2024** 

# Housing Authority of the City of Alameda (AHA)

### Client Management Team

### **Monigue Spyke**

1 California Street Ste. 1000 Managing Director

San Francisco, CA 94111-5411

415-393-7270

spykem@pfmam.com

### Rachael Miller

Harrisburg, PA 17101-2141 213 Market Street Client Consultant 1-800-729-7665

millerr@pfmam.com

Contents

Summary Statement Individual Accounts Cover/Disclosures

### **Accounts included in Statement**

Housing Authority of the City of Alameda (AHA)

### Important Messages

CAMP will be closed on 01/20/2025 for Martin Luther King Jr Day. CAMP will be closed on 01/01/2025 for New Year's Day.

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

Online Access www.camponline.com

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

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### Important Disclosures

### Account Statement

For the Month Ending December 31, 2024

### Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management ("PFMAM") is a division of U.S. Bancorp Asset Management, Inc. ("USBAM"), a SEC-registered investment adviser. USBAM is direct subsidiary of U.S. Bank National Association ("U.S. Bank") and an indirect 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 neestment 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 tue 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 nernal 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 ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at per. 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 amount to 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

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

of any material change in your investment objective or infancial 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 distributed by representatives of USBAM's affiliate, U.S. Bancorp Investments, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address https://www.finra.org/investors/investor-contacts. A brochure describing the FINRA

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

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one stare 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 multiplying eyeriod. 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

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 dient 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.

In August 2024, PFMAM converted its portfolio accounting system from FIS Investment Accounting Manager to SS&C PORTIA. The new system has recalculated the amortized cost and yield to maturity at cost of each security, based upon original cost and settlement date. Some securities, including some factored securities and previously exchanged securities, are now on a modified amortization sorbedule as compared with that of the past. Where transfers have occurred between your portfolios we have returned their settlement dates to the settlement dates of the original purchases in order to minimize any impact to

s their amortization schedules. 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.

FIMAM Service Operations at a PFM Asset Management Attn: Service Operations 213 Market Street NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE

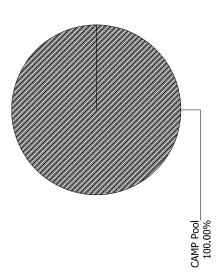


# **Account Statement - Transaction Summary**

For the Month Ending December 31, 2024

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

| CAMP Pool  | Asset Summary                     |                   |                                     |
|--|-----------------------------------|-------------------|-------------------------------------|
| Opening Market Value                                     | 1,129,631.66                      | December 31, 2024 | December 31, 2024 November 30, 2024 |
| Purchases<br>Redemptions                                 | 4,521.50 <b>CAMP Pool</b> 0.00    | 1,134,153.16      | 1,129,631.66                        |
| Unsettled Trades   | 0.00 <b>Total</b>                 | \$1,134,153.16    | \$1,129,631.66                      |
|  | Asset Allocation                  |                   |                                     |
| <b>Closing Market Value</b><br>Cash Dividends and Income | <b>\$1,134,153.16</b><br>4,521.50 |                   |                                     |



Page 2



### **Account Statement**

For the Month Ending December 31, 2024

| Housing Auth                                   | ority of the          | City of Alameda (AHA) - H                       | lousing Authority           | Housing Authority of the City of Alameda (AHA) - Housing Authority of the City of Alameda (AHA) | (t                     |                                 |                       |
|--|-----------------------|---|-----------------------------|---|------------------------|---------------------------------|-----------------------|
| Trade<br>Date                                  | Settlement<br>Date    | Transaction Description                         |                             | Sh  | Share or<br>Unit Price | Dollar Amount<br>of Transaction | Total<br>Shares Owned |
| CAMP Pool                                      |                       |   |                             |   |                        |                                 |                       |
| Opening Balance                                | n                     |   |                             |   |                        |                                 | 1,129,631,66          |
| 12/31/24                                       | 01/02/25              | Accrual Income Div Reinvestment - Distributions | Distributions               |   | 1.00                   | 4,521.50                        | 1,134,153.16          |
| Closing Balance                                |                       |   |                             |   |                        |                                 | 1,134,153,16          |
|  |                       | Month of<br>December                            | Fiscal YTD<br>July-December |   |                        |                                 |                       |
| Opening Balance                                | a                     | 1,129,631.66                                    | 5,054,013.10                | Closing Balance   |                        | 1,134,153.16                    |                       |
| Redemptions (Excl. Checks) Check Disbursements | xcl. Checks)<br>nents | 0.00<br>0.00<br>0.00                            | 00.00,000,000)              | Monthly Distribution Yield  |                        | 4.73%                           |                       |
| Closing Balance                                |                       | 1,134,153.16                                    | 1,134,153.16                |   |                        |                                 |                       |
| Cash Dividends and Income                      | and Income            | 4,521.50  | 80,140.06                   |   |                        |                                 |                       |



Customer Service PO Box 11813 Harrisburg, PA 17108-1813

### **ACCOUNT STATEMENT**

For the Month Ending

Pecember 31, 2024

Client Management Team

**Island City Development** 

### Jeremy King

Key Account Manager 213 Market Street Harrisburg, PA 17101-2141 717-232-2723

### Rachael Miller

kingj@pfmam.com

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

### Contents

Cover/Disclosures Summary Statement Individual Accounts

### Accounts included in Statement

Island City Development

### Important Messages

CAMP will be closed on 01/01/2025 for New Year's Day.

CAMP will be closed on 01/20/2025 for Martin Luther King Jr Day.

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

Online Access www.camponline.com

nline.com **Custom**o

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



### **Important Disclosures**

### Account Statement

### For the Month Ending December 31, 2024

### Important Disclosures

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

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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 etain 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 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 differences in the values shown for investments due to accrued but uncollected income of the last business day of the month as supplied by ICE Data Services. There may be and the use of differing valuation sources and methods. Non-negotiable FDIC-insured 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.

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purposes only. Please review for accuracy and consult your tax advisor to determine accuracy of such information that may be required to be reported to federal, state or Tax Reporting Cost data and realized gains / losses are provided for informational 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

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

redeemed in whole or in part before maturity, which could affect the yield represented. 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 securities involves risks, including the possible loss of the amount invested. Actual Portfolio The securities in this portfolio, including shares of mutual funds, are not non-negotiable certificates of deposit) or any government agency. Investment in settlement values, accrued interest, and amortized cost amounts may vary for Callable Securities Securities subject to redemption prior to maturity may be guaranteed or otherwise protected by PFMAM, the FDIC (except for certain

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

beginning values.

which is registered with the SEC as a broker/dealer and is a member of the Financial distributed by representatives of USBAM's affiliate, U.S. Bancorp Investments, Inc. Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Shares of some local government investment programs and TERM funds are 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

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

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 investment income, in the value of a hypothetical fund account with a balance of one considered a representation of the yield of the fund in the future, since the yield is not Current Yield is the net change, exclusive of capital changes and income other than 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

investments of a portfolio, determined by multiplying the par or principal value of statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable 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 each security or investment by its maturity (days or years), summing the Average maturity represents the average maturity of all securities and security has or is still able to be called.

(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 Monthly distribution yield represents the net change in the value of one share 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

period from purchase date to maturity, stated as a percentage, on an annualized 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

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

occurred between your portfolios we have returned their settlement dates to the factored securities and previously exchanged securities, are now on a modified amortization schedule as compared with that of the past. Where transfers have based upon original cost and settlement date. Some securities, including some settlement dates of the original purchases in order to minimize any impact to recalculated the amortized cost and yield to maturity at cost of each security, In August 2024, PFMAM converted its portfolio accounting system from FIS Investment Accounting Manager to SS&C PORTIA. The new system has

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

213 Market Street

MAY LOSE VALUE NO BANK GUARANTEE NOT FDIC INSURED

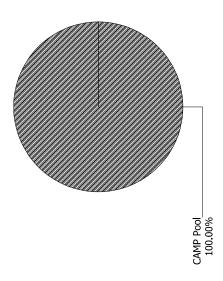


# **Account Statement - Transaction Summary**

For the Month Ending December 31, 2024

# Island City Development - Island City Development

| CAMP Pool                                      | Asset Summary                            |                                     |                   |
|--|--|-------------------------------------|-------------------|
| Opening Market Value                           | 3,026,928.60                             | December 31, 2024 November 30, 2024 | November 30, 2024 |
| Purchases<br>Redemptions                       | 8,695.60 <b>CAMP Pool</b> (3,000,000.00) | 35,624.20                           | 3,026,928.60      |
| Unsettled Trades                               | 0.00 <b>Total</b>                        | \$35,624.20                         | \$3,026,928.60    |
| Change in Value                                | 0.00<br>Asset Allocation                 |                                     |                   |
| Closing Market Value Cash Dividends and Income | <b>\$35,624.20</b><br>8,695.60           |                                     |                   |



| <b>A</b> |
|----------|
| U        |

### Account Statement

For the Month Ending December 31, 2024

| Island City Do  | evelopment | Island City Development - Island City Development |            |                |              |
|-----------------|------------|---|------------|----------------|--------------|
| Trade           | Settlement |   | Share or   | Dollar Amount  | Total        |
| Date            | Date       | Transaction Description                           | Unit Price | of Transaction | Shares Owned |
| CAMP Pool       |            |   |            |                |              |
| Opening Balance | ø          |   |            |                | 3,026,928.60 |
| 12/23/24        | 12/23/24   | Redemption - ACH Redemption                       | 1.00       | (3,000,000,00) | 26,928.60    |
| 12/31/24        | 01/02/25   | Accrual Income Div Reinvestment - Distributions   | 1.00       | 8,695,60       | 35,624.20    |
| Closing Balance |            |   |            |                | 35,624.20    |
|                 |            | Month of Fiscal YTD December January-December     |            |                |              |

35,624.20 2,156,241.36 4.73%

> Average Monthly Balance Monthly Distribution Yield

> > (3,000,000.00)

8,695.60 (3,000,000.00) 0.00

> Redemptions (Excl. Checks) Check Disbursements

**Opening Balance** 

**Purchases** 

3,026,928.60

0.00

**35,624.20** 35,609.43

35,624.20

8,695.60

**Cash Dividends and Income** 

**Closing Balance** 

**Closing Balance** 

14.77 3,035,609.43



**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: Ron Babiera, Assistant Director of Housing Programs

Date: February 19, 2025

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 through education and employment by providing individualized case management services and financial incentives. Participation in the FSS program is voluntary and requires a five-year personal commitment from participants.

### **DISCUSSION**

AHA completes several events annually, both in-person (town hall meetings and on-site recruitment events) and virtually to individuals with income changes and those receiving the Unemployment/TANF program, and conducts outreach utilizing the quarterly newsletters, to recruit participants for the FSS program. To enroll in the FSS program, participants complete an FSS application, an assessment, and an 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-six participants to fund an FSS Coordinator position.

During this reporting period, staff enrolled two (2) new participants in the program. Two applicants (2) withdrew from the FSS program and one (1) was terminated from the Section 8 Housing Choice Program. In December 2024, AHA re-posted the job announcement for the FSS Coordinator position. In addition, AHA received renewal funding in the amount of \$134,995 for calendar year 2025, which is 35% more than the previous year's funding.



Staff will continue to meet with interested applicants and enroll them in the FSS program to maintain and sustain an acceptable and manageable number of participants. Due to the large number of submitted applications, AHA has created a wait list, and will reach out to those applicants on the wait list as soon as a permanent FSS Coordinator is hired. Approximately forty families are on the wait list.

Below is a chart showing the number of participants enrolled, graduation(s), and determination(s) from July 1, 2024 through December 31, 2024.

| Program data   | July 1, 2024 to<br>Sept 30, 2024 | Oct 1, 2024 to<br>Dec 31, 2024 |  |  |  |
|--|----------------------------------|--------------------------------|--|--|--|
| Enrollees at end of last period                                      | 18                               | 26                             |  |  |  |
| New FSS participants this period                                     | 9                                | 2                              |  |  |  |
| Graduated this period  | 0                                | 0                              |  |  |  |
| Terminations/withdrawals/port outs                                   | 1                                | 3                              |  |  |  |
| Port ins   | 0                                | 0                              |  |  |  |
| TOTAL ENROLLED AT END OF PERIOD                                      | 26                               | 25                             |  |  |  |
| Minimum enrollees required by HUD grant for One Coordinator Position | 26                               | 26                             |  |  |  |
| Enrollees with increased income during this period                   | 0                                | 0                              |  |  |  |
| Average escrow account balance at end of period                      | \$4,328.64                       | \$4,328.64                     |  |  |  |
| Percentage of enrollees with an escrow balance at end of period      | 40%                              | 44%                            |  |  |  |
| Total escrow balance on last day of the period for all enrollees     | \$99,558.78                      | \$107,898.96                   |  |  |  |
| Total withdrawals for this quarter                                   | 0                                | 2                              |  |  |  |

### Services provided this quarter

During this quarter, the services provided to participants included personal coaching on: life skills, tenant and landlord communication, re-certifications, and income change procedures; referrals were also 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 monthly on the third Tuesday evenings, from 6:00 pm - 7:30 pm. There were between four and six attendees for all the 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 <a href="https://www.alamedahsg.org/housing-programs/family-self-sufficiency-program/">https://www.alamedahsg.org/housing-programs/family-self-sufficiency-program/</a>.

### **FISCAL IMPACT**

For report only, no fiscal impact.

### **CEQA**

Not applicable.

### **RECOMMENDATION**

Accept Quarterly Family Self Sufficiency (FSS) report.

### **ATTACHMENTS**

None

Respectfully submitted,

for Police

Ron Babiera, Assistant Director of Housing Programs



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

20 N 102 F 10000000000 80 100

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sean Prevette, Asst. Director of Administration and Services

Date: February 19, 2025

Re: Accept Report on the Housing Authority of the City of Alameda's

Records Disposition.

### **BACKGROUND**

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

### **DISCUSSION**

AHA sets aside time to review retained records and dispose of any records that are allowed under the Records Retention Policy. Attachment A shows the records that were disposed of since the last report to the Board of Commissioners.

### FISCAL IMPACT

There is no direct financial impact.

### **CEQA**

Not applicable.

### **RECOMMENDATION**

Accept Report on the Housing Authority of the City of Alameda's Records Disposition.

### **ATTACHMENTS**

Attachment A - Records Destroyed Report

Respectfully submitted,



Soon Buretto

Sean Prevette, Asst. Director of Administration and Services

|   | Record Retention |                        |
|---|------------------|------------------------|
| Description of Contents                       | Date (year)      | Date Disposed          |
| Vendor correspondence (1999)                  | 2001             | 2/14/2024              |
| 2009-2012 IP Inspections                      | 2015             | 2/14/2024              |
| 2012 Fire Alarm testing results               | 2015             | 2/14/2024              |
| Tenant paperwork from 2020 and prior          | 2023             | 2/14/2024              |
| Insurance 1997 renewal                        | 2003             | 4/16/2024              |
| 2010 Tenant Directories                       | 2010             | 4/16/2024              |
| BOC Commissioner Binder (forms dated 2006)    | 2006             | 4/16/2024              |
| Rent Programs Files                           | 2023             | 4/17/2024              |
| Rent Programs Files                           | 2023             | 4/17/2024              |
| Rent Programs Files                           | 2023             | 4/17/2024              |
| Applicant Paperwork                           | 2023             | 4/22/2024              |
| Log of office visits                          | 2023             | 4/22/2024              |
| 2012 Damage Claims                            | 2015             | 4/23/2024              |
| Rent Program Files                            | 2021             | 3/19/2024              |
| Rent Program Files                            | 2021             | 3/19/2024              |
| Rent Program Files                            | 2021             | 3/19/2024              |
| Rent Program Files                            | 2021             | 3/19/2024              |
| Rent Program Files                            | 2022             | 3/19/2024              |
| Timesheets                                    | 2021             | 3/19/2024              |
| HAP contract invoices                         | 2021             | 3/19/2024              |
| 2019/2020 Annuals/Interims                    | 2023             | 5/1/2024               |
| 2020 Annuals/Interims                         | 2023             | 5/1/2024               |
| 2019 Annuals/Interims                         | 2022             | 5/23/2024              |
| 2020 Annuals/Interims                         | 2023             | 5/23/2024              |
| 2019 Annuals/Interims                         | 2022             | 5/23/2024              |
| Reception paperwork                           | 2023             | 5/23/2024              |
| Reception paperwork                           | 2023             | 5/23/2024              |
| 2020 Annuals/Interims                         | 2023             | 5/23/2024              |
| 2020 Annuals/Interims                         | 2023             | 5/23/2024              |
| 2019 Annuals/Interims                         | 2022             | 5/23/2024              |
| 2020 Annuals/Interims                         | 2023             | 6/13/2024              |
| 2019 Annuals/Interims                         | 2022             | 6/13/2024              |
| 2020 Annuals/Interims                         | 2023             | 6/13/2024              |
| 2020 Annuals/Interims                         | 2023             | 6/13/2024              |
| 2019-2020 Port-ins, New Admissions, Transfers | 2023             | 6/13/2024              |
| 2018 Annuals/Interims                         | 2021             | 6/26/2024              |
| 2020 Portability                              | 2023             | 6/26/2024              |
| 2020 Reception paperwork                      | 2023             | 6/26/2024              |
| 2020 Annuals/Interims                         | 2023             | 6/26/2024              |
| 2020 Annuals/Interims                         | 2023             | 6/26/2024              |
| 2020 Annuals/Interims                         | 2023             | 7/8/2024               |
| 2019 Annuals/Interims                         | 2022             | 7/8/2024               |
| 2020 Annuals/Interims                         | 2023             | 7/8/2024               |
| 2017 Interims and Annuals                     | 2020             | 7/8/2024               |
| 2017 Interims and Annuals                     | 2020             | 7/8/2024               |
| 2015-2016 Bank Records                        |                  | 7/8/2024               |
| 2020 Reception paperwork                      | 2023             | 7/24/2024<br>7/24/2024 |
| FY 18/19 & 19/20 Rent Program Forms           |                  |                        |
| 2015-16 Accounts Payable                      | 2022             | 7/24/2024              |
| 2000 Section 8 Financials                     | 2020             | 7/24/2024              |
| 2004-2005 Property Financials                 | 2020             | 7/24/2024              |
| 2005 Property Financials                      | 2020             | 7/24/2024              |
| 1990-1999 Property Audits                     | 2020             | 7/24/2024              |
| 1990-2000 Property Financials                 | 2022             | 7/24/2024              |

|  | Record Retention |                          |
|--|------------------|--------------------------|
| Description of Contents                                  | Date (year)      | Date Disposed            |
| 2003 Financials  | 2020             | 7/24/2024                |
| 1990-1999 Property Audits                                | 2022             | 7/24/2024                |
| 1990-1999 Property Audits                                | 2020             | 7/24/2024                |
| 1993-1995 Loan Documents                                 | 2020             | 7/24/2024                |
| 1995-2000 Budget Documents                               | 2022             | 7/24/2024                |
| 1994-2001 Budget & Audit Documents                       | 2020             | 7/24/2024                |
| 1995-2002 Property Audits                                | 2022             | 7/24/2024                |
| 2002 Finance Correspondence                              | 2022             | 7/24/2024                |
| 2019-2020 Portability                                    | 2023             | 8/6/2024                 |
| 2020 Annuals/Interims                                    | 2023             | 8/6/2024                 |
| 2020 Rent Program Reception Paperwork                    | 2023             | 8/9/2024                 |
| 2020 Rent Program Reception Paperwork                    | 2023             | 8/9/2024                 |
| 2020 Reception paperwork                                 | 2023             | 8/9/2024                 |
| 2020 Annuals/Interims                                    | 2023             | 8/21/2024                |
| 2019 Annuals/Interims                                    | 2022             | 8/21/2024                |
| 2020 Annuals/Interims                                    | 2023             | 9/9/2024                 |
| Reception paperwork                                      | 2023             | 9/9/2024                 |
| 2020 Annuals/Interims                                    | 2023             | 9/9/2024                 |
| 2020 Annuals/Interims                                    | 2023             | 9/9/2024                 |
| Reception paperwork                                      | 2023             | 9/9/2024                 |
| 2016-2020 FSS Dead Files                                 | 2023             | 10/3/2024                |
| 2020 Annuals/Interims                                    | 2023             | 10/3/2024                |
| 2020 Annuals/Interims                                    | 2023             | 10/3/2024                |
| 2020 Annuals/Interims                                    | 2023             | 10/3/2024                |
| Reception paperwork                                      | 2023             | 10/3/2024                |
| Reception paperwork                                      | 2023             | 10/3/2024                |
| 2020 Annuals/Interims                                    | 2023             | 10/3/2024                |
| Informal Hearings  | 2023             | 10/3/2024                |
| 2020 Annuals/Interims                                    | 2023             | 10/3/2024                |
|  | 2023             |                          |
| Journal Entries (7/16-6/17)<br>Finance Reports (5/17/13) | 2019             | 12/12/2024<br>12/12/2024 |
|  |                  |                          |
| Journal Entries (7/15-6/16)                              | 2023             | 12/12/2024               |
| Journal Entries (7/15-6/16)                              | 2023             | 12/12/2024               |
| AR Reports (1/2018-6/2018)                               | 2024             | 12/12/2024               |
| HCD + Rent Program Billing (7/16-6/17)                   | 2024             | 12/12/2024               |
| Bank Statements and Reconciliations (7/16/-6/17)         | 2024             | 12/12/2024               |
| AP Vendor FY 2017-2018                                   | 2025             | 1/10/2025                |
| AP Vendor Q-T FY 2017-2018                               | 2025             | 1/10/2025                |
| AP Vendor B-Cit FY 2017-2018                             | 2025             | 1/10/2025                |
| AP Vendor Com-H FY 2017-2018                             | 2025             | 1/10/2025                |
| AP Vendor A FY 2017-2018                                 | 2025             | 1/10/2025                |
| AP Vendor U-Z FY 2017-2018                               | 2025             | 1/10/2025                |
| 7/2017-12/2017 - AR Deposit                              | 2025             | 1/10/2025                |
| FY 2017-2018 AP Invoices                                 | 2025             | 1/10/2025                |
| FY 2018 Journal Entries                                  | 2025             | 1/10/2025                |
| FY 2018 Interprogram and June 2018 Journal Entries       | 2025             | 1/10/2025                |
| 7/2017-8/2018 AR Deposit                                 | 2024             | 1/10/2025                |
| 7/2016-6/2017 AR Deposit Tenant Checks                   | 2024             | 1/10/2025                |

|  | Record Retention |               |
|--|------------------|---------------|
| Description of Contents  | Date (year)      | Date Disposed |
| 2018 Cancelled Checks and Section 8 Bank Recons                | 2024             | 1/10/2025     |
| 2004-2017 Payment Info   | 2024             | 1/10/2025     |
| FY15-FY17 VMS Reports  | 2024             | 1/10/2025     |
| July 2017-May 2018 AR Deposit                                  | 2024             | 1/10/2025     |
| 2015 and 2016 Payroll Reports                                  | 2023             | 1/10/2025     |
| Form 1099 - 2013-2016  | 2023             | 1/10/2025     |
| 2012 Journal Vouchers  | 2021             | 1/10/2025     |
| 2023-2024 Payroll Report                                       | 2021             | 1/10/2025     |
| 2011 and 2012 Payroll Reports                                  | 2019             | 1/10/2025     |
| 2008 and 2010 Payroll Reports                                  | 2017             | 1/10/2025     |
| 1998, 2001-2003 Payment Info                                   | 2010             | 1/10/2025     |
| HAP Run 12/2018 - 6/2019                                       | 2024             | 1/23/2025     |
| Payroll 2016   | 2024             | 1/23/2025     |
| AR Checks  | 2020             | 1/23/2025     |
| Section 8 HAP 2016   | 2024             | 1/23/2025     |
| FY N-16 Audit  | 2021             | 1/23/2025     |
| AR Checks 9/15 - 6/16  | 2022             | 1/23/2025     |
| FY 14-15 Audit   | 2022             | 1/23/2025     |
| Bank Statement Check A4-71                                     | 2022             | 1/23/2025     |
| Check Request 2015 B-E A2-98                                   | 2022             | 1/23/2025     |
| Deposit Register 2013 - 2014                                   | 2019             | 1/23/2025     |
| Section 8 Processing 2016-2017                                 | 2024             | 1/23/2025     |
| JV Chart of Accounts 2014                                      | 2021             | 1/23/2025     |
| Journal Vouchers 2014 - 2015                                   | 2022             | 1/23/2025     |
| IRS Audit FY 15 - 16   | 2022             | 1/23/2025     |
| HAP Process 2016 2017  | 2024             | 1/23/2025     |
| Check Request 2015   | 2021             | 1/23/2025     |
| HAP 2017   | 2025             | 1/23/2025     |
| Payroll 2014, IRS Audit 2016                                   | 2021             | 1/23/2025     |
| AP 2016 - 2017 U - Z   | 2024             | 1/23/2025     |
| AP 2016 - 2017 A - AT  | 2024             | 1/23/2025     |
| AP 2016 - 2017 B - D   | 2024             | 1/23/2025     |
| AP 2016 - 2017 E - N   | 2024             | 1/23/2025     |
| AP 2016 - 2017 O - T   | 2024             | 1/23/2025     |
| AP Invoices  | 2024             | 1/23/2025     |
| AP Invoices  | 2024             | 1/23/2025     |
| HAP Runs 2018 - 2019   | 2024             | 1/23/2025     |
| AP 2017 - 2018   | 2025             | 1/23/2025     |
| JV 2014 - 2015   | 2020             | 1/23/2025     |
| Deposit Report 16 - 17   | 2021             | 1/23/2025     |
| AR Monthly 2014 - 2016   | 2021             | 1/23/2025     |
| AP Invoices  | 2024             | 1/23/2025     |
| AR Checks 2014 - 2015  | 2020             | 1/23/2025     |
| Payroll 12 - 15  | 2021             | 1/23/2025     |
| JV July 12 - 13  | 2024             | 1/23/2025     |
| Journal Entries 2018   | 2023             | 1/23/2025     |
| Tenant File -EOP 2004  | 2007             | 1/23/2025     |
| Tenant File -EOP 2010  | 2013             | 1/23/2025     |
| Tenant File -EOP 2011  | 2014             | 1/23/2025     |
| Tenant File - EOP 1995   | 1998             | 1/23/2025     |
| Waitlist Documents   | 2025             | 1/23/2025     |
| Applicant and Participant Paperwork 2016-2021                  | 2024             | 1/23/2025     |
| Employment Applications (post 3 years from the date of applica | ,                | 1/23/2025     |
| I-9 forms (termed employees)                                   | 2024             | 1/23/2025     |

|                                      | Record Retention |               |
|--------------------------------------|------------------|---------------|
| Description of Contents              | Date (year)      | Date Disposed |
| IP Tenant Meeting Logs 2020 (Binder) | 2024             | 1/23/2025     |
| PBV Opt Out Documents 2020 (Binder)  | 2023             | 1/23/2025     |
| Rent Program Returned Mail 2021      | 2024             | 1/23/2025     |



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, Louie So, Chief

Financial Officer

Date: February 19, 2025

Re: Accept the Summary Memo on North Housing Predevelopment

Funding.

### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) is leading the development of 12 acres under a homeless accommodation conveyance requiring 90 homes serving the formerly homeless and entitled for over 500 total units in the City of Alameda (City). Island City Development (ICD), an affiliate of AHA, is the developer partner, and Alameda Point Collaborative and Building Futures are the service providers for the units for the homeless.

On February 21, 2016, the AHA Board of Commissioners authorized acceptance of the Quit Claim deed for conveyance of the North Housing (NH) site to AHA. On June 5, 2018, the City Council approved the resolution to transfer the North Housing site to AHA. The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. The AHA Board of Commissioners approved the Agency's Vision for the North Housing site at its August 2019 meeting. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map. On May 16, 2023, the City Council approved the first phase Final Map. 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.

AHA is the master developer of North Housing and is responsible for site preparation, demolition, and infrastructure. On behalf of all 12 acres, AHA has undertaken demolition of existing buildings and entitlement approvals, and incurred holding costs for security, fencing, and landscaping. In fall of 2020, the AHA and ICD embarked on the demolition of the existing derelict buildings, and on design and building permits for 155 units at Block A, which is approximately 3 acres of the total 12 acres. AHA provided predevelopment funds for this work, in a single loan to ICD. It should be noted that some of these activities benefitted the Master Plan of the remaining 9 acres (Blocks B, C, D). The amount spent on Master Plan-9 acres is approximately \$4 million dollars.



This includes demolition of existing buildings, security of the parcel, fencing etc.

The three developments (Estuary I, Linnet Corner and Estuary II) at Block A required substantial infrastructure improvements, including new water mains and connections, sidewalks, a portion of the new Mabuhay Street, storm drains, sewer, etc. All these improvements were required for a single Block A unit to be built, and all three buildings would benefit from this construction. Therefore, the work was done by AHA in conjunction with the first two buildings, Estuary I and Linnet Corner, with Estuary II advancing funds from its predevelopment loan approved by AHA. The projects share costs on a pro rata basis based on their acreage. As of the date of this memorandum, Estuary I and Linnet Corner are in active development, and Estuary II is still in predevelopment.

In addition, AHA made permanent loan commitments to all three Block A properties, as it has for other new tax credit developments (i.e. Everett Commons, Littlejohn Commons and Rosefield Commons). At the start of construction for Estuary I and Linnet Corner in 2024, any predevelopment funds attributable to their projects were repaid by the construction proceeds back to both ICD and AHA and then converted to those permanent loans. For AHA, these costs that were repaid include carrying costs (security, insurance, fencing, landscaping, etc.).

Estuary II, remains in predevelopment but is fully permitted and benefits from the offsite and stabilization activities undertaken during the construction of Estuary I and Linnet Corner. However, due to lack of available tax credits, it has not started construction. Therefore, it continues to utilize its predevelopment loan from AHA to pay for its share of demolition and design costs. The full loan amount is \$5,250,000 (between AHA/AAHC to ICD as described more in the next paragraph). Estuary II 's share of off sites and site work have been approved to also use approximately \$1,500,000. These funds have been committed by AHA to ICD and are currently being spent for offsites on behalf of Estuary II's parcel, with the additional planned soil offhaul activities through mid-2025 in conjunction with Estuary I and Linnet Corner. Additionally, AHA, as landowner of Estuary II's portion of Block A, continues to incur carrying costs of the property that is not in active development, with these costs approved to be spent pursuant to the AHA reserves policy and any backfill North Housing Master Plan cash loan between AHA to ICD.

One further detail in this summary is that to leverage State of California funding, AHA put funds into the Alameda Affordable Housing Trust Fund (AAHTF), operated by its affiliate, the Alameda Affordable Housing Corporation (AAHC). The financials of AAHC are combined with AHA, and so although the accounting is flowing through AAHC, the descriptions of the predevelopment funding refer to AHA as the original sources of funds, even if AAHC is an intermediary between AHA and ICD.

### DISCUSSION

The goal of this memo is to summarize all Board predevelopment actions, to clarify the to-date balances of commitments, and to provide a high-level update of funds spent to

date. The table below gives a summary of the to-date balances of the commitments and the current status.

| Project   | Predevelopment |              | Current Status   |
|---|----------------|--------------|--|
|   | Loan           | Commitment   |  |
| Estuary I                                       | \$3,750,000    | \$6,750,000  | 100% used. AHA permanent loan to<br>be paid by residual receipts. No<br>further AHA funding request is<br>expected.  |
| Linnet Corner                                   | \$ 0           | \$2,438,000  | 100% used. AHA permanent loan to<br>be paid by residual receipts. No<br>further AHA funding request is<br>expected. Although the project will<br>defer a larger-than-expected<br>developer fee due to the soils issue. |
| Estuary II                                      | \$5,250,000    | \$5,250,000  | \$3.02 million spent to 12/31/24. \$3.9 million is expected to be used by the end of offsite and soils work in mid-2025.   |
| TOTAL - Block<br>A                              | \$9,000,000    | \$14,438,000 |  |
|   |                |              |  |
| NHMP (Master<br>Plan -<br>remaining 9<br>acres) | \$4,000,000    | \$ 0         | Approximately \$3,500,000 has been spent, and the annual carrying cost budget is <\$30,000. To be repaid to AHA from future development, as possible, from outside sources   |
|   |                |              |  |
| TOTAL<br>COMMITMENT<br>TO<br>NHMP/BLOCK<br>A    |                |              | \$18,438,000   |

A timeline of all commitments is included with this memo.

### **FISCAL IMPACT**

Per Board direction, AHA has been utilizing some of its reserves for these costs of building new affordable housing, while maintaining a healthy balance of operating and HAP reserves. An update to the Board on the Reserve Policy was provided in May 2024 and will be updated again by September 2025, as no major changes are anticipated at this time.

### **CEQA**

Not applicable

### **RECOMMENDATION**

Accept the Summary Memo on North Housing Predevelopment Funding.

### **ATTACHMENTS**

1. Timeline and Description of NH Predevelopment Funding

Respectfully submitted, Sylvia Martinez and Louie So Sylvia Martinez, Director of Housing Development, Louie So, Chief Financial Officer <u>Timeline and Description of the Housing Authority's predevelopment loans to the North Housing Master Plan and Block A projects.</u>

- 10/23/2017 AHA to ICD promissory note of \$300,000 dated 10/23/2017
- 10/13/2018 AHA to ICD promissory note of \$3,700,000 dated 10/31/2018 (amended and restated – includes the \$300,000 from 2017 therefore is only an increase of \$3,400,000)
- 3/19/2020 AHA to ICD promissory note of \$130,000 dated 3/19/2020 (increase loan to \$3,700,000)
- 1/15/2021 AHA to ICD promissory note of \$2,408,000 dated 1/15/2021
   Sum of the above is \$6,238,000 (from 10/2017-1/2021)
- 5/18/2022 Per the approved October and May 2022 reserve policy \$1,262,000 was approved for predevelopment. Together with the above, total predevelopment is \$7,500,000 from AHA to ICD for North Housing
  - Separate for the predevelopment funding, the BOC also approved the reserve policies of \$3,000,000 and \$2,438,000 cash loans, respectively, to Estuary I and Linnet Corner.
  - Together with the predevelopment commitments and permanent funding commitments, \$12,938,000 committed to the three projects (Estuary I, Linnet Corner and Estuary II) at NH Block A
- 9/21/2022, the BOC approved the recast of the existing \$7.5 million predevelopment loan to ICD for North Housing as a predevelopment loan from AAHC (the local matching funds for LHTF) to ICD for Estuary I and Estuary II.
- 6/21/23 In June 2023 BOC approved the North Housing backfill/master plan funding of \$4 million, at that time, \$3,465,000 had been incurred, thus, \$535,000 is budgeted for remaining 9 acre carrying costs. The contemplated backfill funding plan sources include agency liquidity, short-term reserve policy use, and short-term MTW loan (if available). As these are for backfill costs, they are draw as necessary.
- 8/16/23 In August 2023 BOC approved \$2.5 million additional predevelopment funding sourcing from the existing overall commitments of \$12,938,000. The Estuary I and Linnet Corner projects were advancing due to tax credit awards, and additional money was needed to pay building permit fees and East Bay Municipal Utility District (EBMUD) fees as well as site preparation costs. The action was not for any funds beyond the commitments already made, it just allowed them to be used for predevelopment rather than wait for construction. With this request, the total predevelopment loan to the Block A properties was \$10,000,000, which was less than the total \$12,938,000 permanent loan commitments made to the three projects.
- 11/15/23 November 2023 BOC approved to utilize the spring back of \$1.5 million for Estuary II according to plans contemplated in the 2022 reserve policy.
  - o If possible, this \$1.5 million will be placed into a permanent loan from AHA on the property, but its financial structuring is pending future application details and

strategies regarding competitiveness. The loan was memorialized as of May 2024, and these funds were transferred from AHA to ICD in the same calendar year.



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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: Ani Ryder, Management Analyst

Date: February 19, 2025

Re: Accept the Housing Authority of the City of Alameda (AHA) 2024

Annual Risk Management Report for the Calendar Year 2024

(January 1, 2024 - December 31, 2024).

### **BACKGROUND**

Annual report for calendar year 2024.

### **DISCUSSION**

The Annual Risk Report for 2024 summarizes the agency's Risk Management activities from January 1, 2024, through December 31, 2024. This report contains the Housing Authority of the City of Alameda's (AHA's) financial and categorical data regarding incidents and insurance claims, risk mitigating strategies, and future initiatives relating to the growth and improvement of risk management endeavors.

The AHA Risk Management Program evaluates and addresses a variety of risks across the agency's operational spectrum, requiring regular collaboration between both internal and external stakeholders related to agency departments. Specifically, AHA's Risk Management Analyst (RMA) frequently works with the following AHA departments: Administrative Services, Executive, Housing Development, Human Resources, and Property Operations. In addition, the RMA often coordinates with vendors, such as FPI Property Management, regarding property incidents, emergency planning, and the proactive remediation of AHA properties' risk-related deficiencies and implementation of preventative measures.

The attached report provides quantitative detail regarding 2024 incidents and insurance claims at AHA sites, including comparisons to 2023.

The attached report also provides a description of AHA's risk mitigation strategies, including employee safety measures and trainings implemented in 2024, frequency and focus of site inspections, new software tools implemented in 2024, cyber security upgrades, and completed and future risk management training and development goals.



The attached report summarizes risk-related data for AHA owned and affiliated properties and projects and the insurance policies that are active for each. This section also summarizes the additional coverage information for AHA and Island City Development (ICD) properties.

Finally, this report details a non-exhaustive list of AHA's future initiatives relating to risk management.

### **FISCAL IMPACT**

The primary fiscal impact related to risk management is property loss.

The pre-recovery losses incurred throughout 2024, relating to incidents at AHA properties, totals approximately \$289,382.87, an increase of 44.1% over pre-recovered property loss totals in 2023

Although total pre-recovery losses were 44.1% higher in 2024 compared to 2023, the recovery rate from insurance claim disbursements in 2024 is far higher (53%) than it was in 2023 (35.5%). Consequently, the net final loss of approximately \$135,902.48 in 2024, after recovery on all submitted claims, is approximately 9.9% higher than the net final loss in 2023, despite the 44.1% increase in pre-recovered loss.

In 2024, AHA experienced a 25% decrease in workers' compensation (WC) incidents, and a 90% decrease in net losses compared to 2023. Workers' compensation losses in 2023 totaled \$74,432.24 while 2024 had a total loss of \$7,222.44.

2023 WC claims consisted of indemnity (loss of income) loss, while 2024 only consisted of medical expenses, which explains the significant difference of loss between the two years.

### **CEQA**

Not applicable.

### RECOMMENDATION

Accept the Housing Authority of the City of Alameda (AHA) 2024 Annual Risk Management Report for the calendar year 2024 (January 1, 2024 – December 31, 2024).

### <u>ATTACHMENTS</u>

Wart-

1. Risk Management Annual Report 2024

Respectfully submitted,

Ani Ryder, Management Analyst



### **Risk Management Annual Report 2024**

Dear Board Members,

We are pleased to present the Housing Authority of the City of Alameda's (AHA) 2024 Annual Risk Management Report, highlighting the agency's growing risk management program with the goal of mitigating, transferring, and avoiding risks, and promoting health and safety for staff, tenants, and vendors across AHA's properties and worksites. This report presents results for the calendar year and is expected to occur annually going forward.

This report contains a summary of AHA's incident and insurance claims, risk mitigation strategies, insurance coverages, and future initiatives.

### 1. AHA's Insurance Claims Summary:

### **Insurance Claims Year to Date 2024**

| Claims by Incident Category | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Other (tenant related)      | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0     |
| Property                    | 0   | 0   | 0   | 0   | 3   | 1   | 2   | 1   | 1   | 1   | 1   | 1   | 11    |
| Tenant Injury               | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0     |
| Vehicle                     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0     |
| Public Safety               | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0     |
| Total                       | 0   | 0   | 0   | 0   | 3   | 1   | 2   | 1   | 1   | 1   | 1   | 1   | 11    |

### Incidents and Claims Year to Date 2024\*

| Incidents & Claims by Category | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Other (tenant related)         | 0   | 0   | 0   | 0   | 1   | 0   | 4   | 1   | 4   | 2   | 0   | 0   | 12    |
| Property                       | 1   | 2   | 1   | 0   | 5   | 6   | 8   | 6   | 2   | 4   | 3   | 4   | 42    |
| Tenant Injury                  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0     |
| Vehicle                        | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 2     |
| Public Safety                  | 0   | 0   | 0   | 0   | 0   | 4   | 2   | 1   | 0   | 0   | 0   | 0   | 7     |
| Total                          | 2   | 2   | 1   | 0   | 6   | 10  | 14  | 8   | 6   | 7   | 3   | 4   | 63    |

<sup>\*</sup> A total count of both incidents that did not escalate to insurance claims and those that did. For most incidents the deductible is \$10,000 so many smaller incidents never lead to an insurance claim. However, all incidents are tracked so they can be reviewed for patterns or risk mitigation opportunities. Cost recovery from other liable parties is sought where possible for all items including those that are not covered by insurance.





### **Incident Type Definitions:**

- Other (tenant related): Incidents reported involving tenants in which there is no AHA damage or liability. Examples include theft or damage of tenant property, pests, injury unrelated to AHA, and lease violations relating to an incident.
- Property: All incidents involving damage to AHA or affiliate property.
- Tenant Injury: Incidents involving tenant injury that may relate to AHA property, operations, or FPI staff.
- Vehicle: Incidents involving vehicle damage and no property damage.
- Public Safety: Incidents witnessed by or involving AHA or FPI staff that include harassment, verbal abuse, threats, violence, or other similar dangers.

### **Incidents and Claims - Risk Assessment:**

### 2024 Property Damage Incidents:

- Most frequent type of loss event: Property Water Intrusion (21)
- Most severe type of loss event: Property Water Intrusion (\$289,382.87)
  - Of these, \$55,160.34 relates to one property Everett Commons.
- Frequency YTY: 10.5% increase in water intrusion incidents compared to 2023 (19)\*
- Severity YTY: 44.1% increase in property losses compared to 2023 (191,707.90)\*
- Expected Recovery of 2024 Incidents: \$153,480.39 (53.0% recovery)
- Recovery of 2023 Incidents: \$68,092.66 (35.5% recovery)
- Final Loss Severity YTY: 9.94% increase in final losses compared to 2023
  - o 2023: \$123,615.24
  - o 2024 (Expected): \$135,902.48

### 2024 Workers Compensation (WC) Incidents:

- Most frequent type of losses:
  - o 2024: Workstation ergonomics.
  - o 2023: Slips, trips, and falls
- Frequency YTY: 25% decrease in incidents in 2024 (6) compared to 2023 (8)
- Severity YTY: 90% decrease in losses in 2024 (\$7,222.44) versus 2023 (\$74,432.24)





#### 2. Risk Mitigation Strategies:

Below are the AHA's strategies and practices for mitigating risks, illustrating our dedication to managing and minimizing risk exposures across our properties and the agency:

- a. Direct oversight and support in managing the risks associated with the AHA's properties by AHA's new Risk Management Analyst (RMA).
  - Continued assessment of risk-related events to identify, mitigate, and monitor risks with the aim of significantly reducing, transferring, and avoiding risk, and protecting the health and safety of staff and tenants.
  - Continued and improved collaboration with other AHA departments and AHA vendors, such as FPI, to address risk management related issues, and arrange for remediation, if applicable.
  - Staff are also reviewing other mitigation options for the most common incidents including water stop valves (already added at North Housing), requiring renters' insurance (inprocess) and claims against the General Contractor for the new build properties.
- b. Implementation of HappyCo inspection software to standardize inspection reports and to improve both efficiency and detail.
  - Bi-weekly property inspections carried out by the Risk Management Analyst, Property Operations staff, and Asset Management staff, resulting in comprehensive reports containing improvement recommendations relating to health and safety, security, ADA compliance, and general site quality.
  - Routine daily inspections of the 701 Atlantic office by the Risk Management Analyst.
  - Detailed monthly inspections of the 701 Atlantic and South Shore Center offices by the Risk Management Analyst.
- c. Incident Response and Crisis Management:
  - Enhanced incident response protocol, ensuring a swift and coordinated approach in addressing unexpected events, this includes:
    - Procedures refined with FPI regarding incident reports, remediation vendors and cost estimates, incident photo requirements, and bid processing with Director of Property Operations.





- SharePoint used to expedite large file transfers with FPI.
- Incident report forms digitized in Laserfiche for streamlined incident reporting by AHA staff.
- Key AHA staff also receive immediate email summaries of all after-hours calls at the FPI properties which allows for early intervention.
- Centralization of incident information and legal case data, reports, tracking, communications, and financial exposure in the MyCase software platform.
- Emergency plans for Independence Plaza expanded, revised, updated, and compiled into one cohesive plan document for AHA and FPI Property Management and a tenant emergency plan distributed to tenants.
- GroupCast system used for mass text, email, and phone messaging to staff during emergency events, such as earthquakes, tsunami warnings, unforeseen office closures etc.
- d. Employee Safety Planning and Trainings Implemented:
  - Workplace Violence Prevention Plan implemented, and training provided per new state law.
  - Zywave Active Shooter Defense training.
  - Upgraded panic buttons mounted in strategic office locations to quickly alert police in the event of an emergency.
  - Quick-deployment door wedges mounted in strategic office locations to improve speed and effectiveness of barricading in the event of an active assailant.
  - Emergency Point of Contact Plan (EPOC) updated, and multiple staff trainings provided.
  - Heat Illness Prevention Policy implemented, and training provided to all staff.
  - Additional protective glass installed in all lobby accessible locations at 701 Atlantic.
  - Upgraded evacuation gate at 701 Atlantic with push bar installed.
  - Pocket-sized emergency plans summary and contact numbers provided to all staff.
  - 2024 Fire drill performed successfully.
  - Sexual harassment prevention training.
- e. Cyber Security Training and Upgrades Implemented:
  - Continuous monthly online cyber security training for staff via the KnowBe4 platform.





- Simulated phishing email testing sent to all staff monthly via KnowBe4.
- Implemented Multi-Factor Authentication (MFA) on all IT systems. Multi-factor authentication (MFA) is a multi-step account login process that requires users to enter additional information, beyond just a password, in order to secure system access.
- Installed Netsurion endpoint protection on all AHA devices for real-time interception of suspected cyber-attacks.
- Yubi-key as a physical key-based MFA for all non-exempt employees.
- Adopted the Cybersecurity and Infrastructure Security Agency's (CISA) recommended policies settings for SharePoint.

# f. Risk Management Coordination:

- Weekly risk management meetings with Risk Management Committee to stay informed and address risk management related issues.
- Quarterly Safety Committee meetings to facilitate input from a variety of AHA staff, address and update policies and procedures related to health, safety, and emergency preparedness.
- Monthly Risk Management Reports provided to agency directors for informational purposes and provide/solicit feedback regarding risk management and quality control issues.
- Daily, weekly, monthly, and quarterly quality control activities performed for each department.

#### g. Risk Management Education and Development:

- Risk Management Analyst (RMA) completed the CPS HR Risk Management Practitioner certificate program. Which covers:
  - An overview of public sector exposures and risk management.
  - Insurance administration, annual renewal, and risk transfer.
  - Property & liability claims, safety & loss control.
  - Disability management & early return to work.
  - Workers' compensation.
- RMA starting the Associate in Risk Management (ARM) designation program 1/1/25. This includes four courses with training on:





- Detecting risk, holistic risk governance, leveraging data, organizational checks and balances, and compliance strategy.
- Data-driven decision making, cyber risk threats, and hazard preparation.
- Risk treatment and insurance, alternative risk financing, navigating legal and regulatory risk, internal controls and operational risks, and optimizing risk for strategic advantage.
- Ethical decision making in risk and insurance.
- RMA attended and reviewed California Housing Workers
   Compensation Authority (CHWCA) trainings including
   Emergency Action Planning, Risk Services, the Alvarez
   Associates Active Assailant training, and the Alvarez
   Associates Confrontation Management training.
- Director of Administrative Services attended HUD's PHA Disaster Readiness, Response, and Recovery training.
- Director of HR attended the CHWCA Directors retreat

#### h. Legal:

 The AHA Board of Directors is regularly briefed on legal matters including tort claims, legal action by and against the agency, and Civil Rights Department claims.

# 3. Insurance Coverage:

- AHA paid \$1,481,361.84 for insurance coverage in 2024. Like all public agencies and property owners in California, insurance premiums are an ever-increasing cost for the agency. Most of AHA's coverage is provided through our membership of several housing related insurance pools:
  - Housing Authorites Risk Retention Pool (HARRP) <u>Link</u>
  - Affordable Housing Risk Pool (AHRP) Link
  - California Housing Workers' Compensation Authority (CHWCA) Link

| Provider                                  | Pre | emiums     | Notes                          |
|---|-----|------------|--------------------------------|
| HARRP (7/24 - 7/25)                       | \$  | 479,068.00 |                                |
| AHRP (1/24 - 1/25)                        | \$  | 243,809.00 |                                |
| CHWCA (1/24 - 1/25)                       | \$  | 154,772.00 |                                |
| <b>Builder's Risk</b> (Q1 2024 - Q4 2025) | \$  | 531,962.22 |                                |
| NH Soil Stabilization (2023 - 2024)       | \$  | 3,230.00   | \$3,075 in 2023; \$155 in 2024 |
| Pollution (2022 - 2025)                   | \$  | 34,051.56  | 3-year policies paid in 2022   |
| Cyber (4/24 - 4/25)                       | \$  | 71,595.62  |                                |





- Directors and Officers coverage in place for all boards  $\boxtimes$  Yes
- Errors and Omissions coverage in place for all entities ⊠ Yes
- General liability coverage for all sites and entities  $\boxtimes$  Yes
- Auto coverage in place ⊠ Yes
- Property and liability coverage in place for all sites  $\boxtimes$  Yes
  - AHRP (Affordable Housing Risk Pool) coverage:
    - Littlejohn Commons, Everett Commons, Rosefield Village, Estuary I, II, The Linnet, and general liability for AHA.
  - HARRP (Housing Authorities Risk Retention Pool) coverage:
    - Sherman House, Stanford House, Lincoln Willow, ABD, Esperanza, China Clipper, Parrot Gardens, Parrot Village, Pulte Homes, Independence Plaza. 701 Atlantic and South Shore.

Additional insured status for properties as relevant:

- $\boxtimes$  AAHC  $\boxtimes$  AHA  $\boxtimes$  ICD  $\square$  ICD LLCs  $\boxtimes$  RCD  $\boxtimes$  SAHA  $\boxtimes$  LAC
  - o RCD (Resources for Community Development) properties:
    - Park Alameda, Shinsei Gardens, Stargell Commons, Breakers at Bayport.
  - SAHA (Satellite Affordable Housing Associates) properties:
    - Jack Capon Villa.
  - LAC (Lincoln Avenue Capital) properties:
    - Rica Vista.
    - Homeowners Association at Regent Street.

Cyber insurance coverage in place – ⊠ Yes

Builder's risk coverage in place: Estuary I; Estuary II; Linnet; Offsites –  $\boxtimes$  Yes Pollution insurance coverage in place: The Poplar; North Housing –  $\boxtimes$  Yes

#### 4. Future Initiatives:

Looking ahead, AHA remains dedicated to evolving our risk management program in alignment with the changing risk landscape and the agency's health and safety needs. The focus for the coming year includes:

• Updating, revising, compiling, and expanding comprehensive emergency plans for all AHA sites.





- Working with Lifesteps on emergency preparedness training for the residents.
- Expanding employee training initiatives to empower a safety-conscious workforce.
- Updating and improving the Illness and Injury Prevention Policy, the Workplace Violence Prevention Plan, and the Emergency Point of Contact Plan as needed.
- Creating health and safety policies and procedures for public-facing staff when interacting with aggressive or potentially aggressive individuals.
- Regularly evaluating possible risk factors at AHA development sites and specifically ensuring that risks are avoided or mitigated at Linnet Corner and Estuary I, throughout the completion of their construction and lease-up periods.
- Training additional Safety Committee and Human Resources staff on fire drill and earthquake procedures.
- Arranging for a CHWCA risk manager inspection of 701 Atlantic.
- Arranging for a CHWCA Fall Prevention and Protection training for all staff.
- Centralizing vendor insurance documents and policy periods in the Bonfire system to automate tracking and notification of upcoming expiration and renewal dates.
- Creating additional and updating current standard operating procedures (SOPs) for risk management processes, to ensure:
  - o Comprehensive and consistent workflows.
  - Improved staff training and retraining processes.
  - Improved onboarding procedures for staff, as they relate to training on health and safety related issues.
  - Ensuring sound documentation processes for risk related incidents, in order to minimize knowledge loss and errors in coverage, related to staff churn or extended leaves.
- Collaborating with department directors to ensure quality control activities are performed on a regular basis and new quality control initiatives are implemented.
- Ensuring ongoing training for the agency in risk management

#### 5. Conclusion:

Thank you to the Board for your support of our current and future risk management efforts. With your leadership and guidance, the AHA Risk Management Team will continue to ensure the security, safety, and stability of our organization.







**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: Shanon Lampkins, Director of Asset Management

Date: February 19, 2025

Re: Authorize the Executive Director or designee to amend and sign

the regulatory agreements on AHA/AAHC and ICD sites as necessary and as permitted by other lenders and investors.

#### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) has a standard regulatory agreement that it uses on properties that it owns and operates, as well as certain other properties where it has a ground lease or other loan. The regulatory agreement requires that affordability is maintained, and also gives AHA rights to receive reports, inspect physical and financial operations, and to be notified if the project is in default on other funding. The regulatory agreement is recorded on the title of the property, and typically has a long term, between 20-55 years.

#### **DISCUSSION**

Staff proposes to revise the following sections of the standard regulatory agreement to further the goals of AHA per comments received from Commissioners at the Board of Commissioners meeting on December 18, 2024. The suggested revisions are:

- Section C Change "minimum of twenty (20) years" to "minimum of fifty-five (55) years."
- Article 2, section 2.01a Add the following sentence, "Tenants may be required to submit their utility bills or provide access to their utility bill information to the Owner within a reasonable timeframe."
- Article 8 Change "twenty (20) years" to "fifty-five (55) years."

Upon receipt of Board authorization, staff will amend all existing regulatory restrictions and use this version on any new transactions. Existing properties will be transferred to this agreement as permitted by lenders or investors.

#### FISCAL IMPACT

Current sites that are not tax credit projects will be able to benefit from the full voucher



payment standard. For other sites, this change is mostly regarding compliance and reporting which was already being performed.

# **CEQA**

Not applicable

# **RECOMMENDATION**

Authorize the Executive Director or designee to amend and sign the regulatory agreements on AHA/AAHC and ICD sites as necessary and to the extent permitted by other lenders and investors.

# **ATTACHMENTS**

1. AHA Form - Affordable Housing Agreement 02192024

Respectfully submitted,

Shanon Lampkins, Director of Asset Management

# 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

| APN: |  |  |  |  |
|------|--|--|--|--|
|------|--|--|--|--|

### AFFORDABLE HOUSING AGREEMENT

#### **RECITALS**

The following recitals are a substantive part of this Agreement.

- A. Owner is the owner of that certain real property located in the City of Alameda, County of Alameda, State of California, more particularly described in <u>Exhibit A</u> attached hereto ("**Property**").
- B. The Property is the site of a [\_\_]-unit residential development ("Housing Project") that Owner desires to operate as affordable housing for rental to low- or moderate-income households (each an "Affordable Unit," and collectively, the "Affordable Units").
- C. 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 twenty (20) 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 or moderate 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 that Owner is permitted, at its option, to use the occupancy standards and rent levels used by the California Tax Credit Allocation Committee ("CTCAC") to the extent available, for units that are more deeply restricted

by either CTCAC, local, federal, or other State of California regulatory agreements. 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, to the extent CTCAC does not provide for family size appropriate for each unit, "adjusted for family size appropriate to the unit" shall mean a household of two persons in the case of a studio or 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 the median income and income levels for households in Alameda County, California, as published or utilized from time to time by CTCAC. If CTCAC ceases to publish or utilize such information, Owner shall use the median income 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, as amended, and as defined in Title 25, California Code of Regulations, Section 6932. In the event that such income determinations are no longer published by HUD, 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 HUD.
- 1.04 "Eligible Households" shall mean households meeting the income restrictions as set forth in Section 2.01.
- 1.05 "**Rental Payments**" means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency, but including any mandatory fees or charges imposed on the occupant by the Owner as a condition of occupancy of the unit.

#### 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 eighty percent (80%) of the Area Median Income. The monthly Rental Payments for the Affordable Units paid by the tenants thereof (excluding any supplemental rental assistance from the State, the federal government or any other public agency to those tenants or on behalf of those units) shall not exceed an Affordable Rent. Tenants may be required to submit their utility bills or provide access to their utility bill information to the Owner within a reasonable timeframe. The utility allowances used for purposes of determining an Affordable Rent must be submitted by Owner to the Housing Authority for approval annually, which approval shall

be in the Housing Authority's sole and absolute discretion. The Housing Authority may conduct a project specific utility allowance study, if needed, rather than relying on standardized utility allowances that underestimate or overestimate the cost of utilities for any given project, and require that such project specific utility allowances be implemented on any project.

- (b) In addition to and notwithstanding the foregoing, Owner may have an onsite 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 eighty percent (80%) of the Area Median Income, with Rental Payments not exceeding an Affordable Rent.
- (c) Except to the extent permitted under rules implemented by CTCAC, at the time any lease is executed or renewed, the minimum and maximum occupancy of each unit shall be limited as provided in the chart below. At the request of 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.

| Number of Bedrooms | Minimum Occupancy | Maximum Occupancy |
|--------------------|-------------------|-------------------|
| 0                  | 1                 | 2                 |
| 1                  | 1                 | 3                 |
| 2                  | 2                 | 5                 |
| 3                  | 3                 | 7                 |
| 4                  | 4                 | 9                 |
| 5                  | 5                 | 11                |

- Affordable Units to the level allowed for the family size appropriate to the unit. Owner may adjust the rent upon vacancy of an Affordable Unit to the level allowed for the family size appropriate to the unit. 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 Owner under this Agreement and subject to the terms of Article 11.
- (e) The determination of a status as an Eligible Household shall be made by Owner prior to initial occupancy of the Affordable Unit by such household; provided that, if 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. Owner shall not discriminate against prospective tenants with qualified Public Housing Authority Section 8 certificates or vouchers who are otherwise qualified.

- (f) Immediately prior to the first anniversary date of the occupancy of an Affordable Unit by an Eligible Household, and annually thereafter, 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 attached hereto as Exhibit B or in a form acceptable to the Housing Authority. Annual income recertifications shall also contain those documents used to certify initial eligibility.
- (g) No Eligible Household upon initial occupancy shall be denied continued occupancy of a unit in the Housing Project because, after admission, the aggregate gross income of all tenants in the unit occupied by such Eligible Household increases to exceed the qualifying limit for an Affordable Unit. However, should the aggregate gross income of tenants in an Affordable Unit, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for an Affordable Unit occupied by the same number of tenants, the tenants may continue to occupy the former Affordable Unit; provided, however, Owner may increase the Rental Payment 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. 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).

#### 2.02 Marketing and Leasing Program.

- (a) Owner shall actively market rental of all units within the Housing Project, including the Affordable Units. Prior to lease-up of the Affordable Units, Owner shall provide the Housing Authority with a copy of its marketing program for the Housing Project, which shall include a marketing program for the Affordable Units ("Affordable Units Marketing Program and either approve or request modifications to the Affordable Units Marketing Program within thirty (30) days after receipt. Until all Units have been initially occupied by an Eligible Household in accordance with this Agreement, Owner shall provide monthly updates to the Affordable Units Marketing Program commencing thirty (30) days after the date the Affordable Units Marketing Program is initially approved by the Housing Authority. The Housing Authority hereby acknowledges and approves the Affordable Units Marketing Program as in effect on the Effective Date.
- (b) Owner is responsible for implementing the Affordable Units Marketing Program actively and in good faith. The Housing Authority may extend the required marketing period in its discretion if Owner delays implementation or otherwise fails to comply with the Affordable Units Marketing Program as approved by the Housing Authority.

# ARTICLE 3. REPORTING REQUIREMENTS FOR HOUSING PROJECT

- 3.01 <u>Reporting Requirements</u>. Owner shall submit an annual Certification of Continuing Compliance attached hereto as <u>Exhibit C</u> or in such other format as may be reasonably requested by the Housing Authority. 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 Housing Authority, from time to time during the term of this Agreement, may request additional or different information, if such information is required in order for the Housing Authority to comply with its reporting requirements, and Owner shall promptly supply such additional or different information in the reports required hereunder. Owner shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by the Housing Authority with respect to all matters covered by this Agreement. Owner, at such time and in such forms as the Housing Authority may require, shall furnish to the Housing Authority statements, records, reports, data and information pertaining to matters covered by this Agreement. Upon reasonable advance request for examination by the Housing Authority, Owner, at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Agreement. Owner shall permit the Housing Authority to audit, examine and make excerpts or transcripts from these records at the Housing Authority's sole cost.

The first annual report and annual income certification ("Initial Report") 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 <u>Housing Authority Approval of Lease Forms.</u> The Housing Authority shall have the right to review and approve Owner's form of lease for the Affordable Units, including disclosures of the affordability restrictions on the Affordable Units, prior to Owner's use of such form. The Owner's form of lease shall include a provision requiring tenants of Affordable Units to notify the Owner or the property manager of any tenant absence of over 30 consecutive days, and notifying tenants of Affordable Units that absences of over 180 days in any 365 day period could be a cause for termination of the applicable lease.

#### ARTICLE 4. PROVISION OF SERVICES AND MAINTENANCE OF PROPERTY

4.01 <u>Maintenance</u>. During the term of this Agreement, 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. The Owner's maintenance obligation pursuant to this Section 4.01 shall include Owner's obligation to inspect the Affordable Units at least once a year and may use HQS, NSPIRE, UCPS or other similar federal standard to determine housing quality. If the unit fails due to the tenant's inability to meet this standard after 30 days' notice, a notice of termination shall be issued.

If, at any time, 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 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 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. 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 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 Owner, and the Housing Authority shall indemnify and hold Owner harmless from any claims or liabilities pertaining to any such entry by the Housing Authority. Failure by 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.

#### **ARTICLE 5. NO TRANSFER**

- 5.01 <u>Prohibition</u>. Except with respect to Permitted Transfers (as defined below), 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 or this Agreement without the prior written approval of the Housing Authority, which approval shall not be unreasonably withheld.
- 5.02 <u>Permitted Transfers</u>. 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 Owner.
- (d) In the event of an assignment by Owner pursuant to subparagraph (c) not requiring the Housing Authority's prior approval, Owner nevertheless agrees that at least thirty (30) 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 Owner's obligations under this 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 such approval, and (b) the Housing Authority's determines the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as Owner, and (c) the assignee or transferee assumes the obligations of the Owner 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.

#### ARTICLE 6. NO DISCRIMINATION

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 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 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

This Agreement shall be deemed to run with the Property and Housing Project until the date which is twenty (20) fifty-five (55) years following the Effective Date.

#### ARTICLE 9. SUCCESSORS AND ASSIGNS

The covenants contained in the Agreement shall be binding upon 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 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. Notwithstanding the foregoing, the Housing Authority shall subordinate this Agreement, pursuant to a subordination agreement form reasonably acceptable to the Housing Authority, to debt financing for the Property if such debt financing includes affordability covenants that (1) expire after the expiration of this Agreement, and (2) require income targeting of equal or greater affordability with respect to all units in the Property. In connection with any subordination (whether this Agreement will be senior or junior), Owner shall pay an administrative fee to the Housing Authority in the amount of \$ shall reimburse the Housing Authority for all out-of-pocket costs in connection therewith, including attorney's fees.

#### ARTICLE 11. DEFAULT AND REMEDIES

11.01 Any failure by Owner to perform any term or provision of this Agreement shall constitute a "**Default**" (1) if 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, 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 \$\_\_\_\_ 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 Housing Project and bring any action necessary to enforce any rights of 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 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

Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent: (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service and marked for next day business delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated herein or to such other address as a party may designate by written notice to the other. Any written notice, demand or communication shall be deemed received: (a) immediately if delivered by personal delivery as provided hereinabove; (b) on the third (3<sup>rd</sup>) day from the date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; and (c) on the next business day if sent via nationally recognized overnight courier and marked for next day business delivery. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

To the Housing Housing Authority of the City of Alameda

Authority: 701 Atlantic Avenue

Alameda, CA 94501

Attention: Executive Director

To Owner Housing Authority of the City of Alameda

701 Atlantic Avenue Alameda, CA 94501

Attention: Executive Director

#### ARTICLE 13. ATTORNEYS' FEES

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.

#### ARTICLE 14. 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 hereto.

IN WITNESS WHEREOF, the Housing Authority and 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:**

|     | ng Authority of the City of Alameda, ic body corporate and politic |
|-----|--|
| 1   | 7 1  |
| By: |  |
| •   | [Signature must be notarized]                                      |
|     | Vanessa M. Cooper  |
|     | Executive Director   |

#### **OWNER:**

Housing Authority of the City of Alameda,

| a publ | ic body corporate and politic                 |
|--------|---|
| Ву:    |   |
|        | [Signature must be notarized]                 |
|        | Kathleen Mertz                                |
|        | Director of Housing and Community Development |
|        | [Signatures must be notarized.]               |

| A  | notary   | public   | or   | other   | officer  | completin  | ng this  | certificate   | verifies   | only t   | he id  | entity  | of 1 | the |
|----|----------|----------|------|---------|----------|------------|----------|---------------|------------|----------|--------|---------|------|-----|
| in | dividua  | l who si | gne  | d the o | docume   | nt to whic | h this c | ertificate is | s attached | , and no | ot the | truthfi | ılne | ss, |
| ac | ccuracy, | or vali  | dity | of tha  | at docur | nent.      |          |               |            |          |        |         |      |     |

| STATE OF CALIFORNIA  | )   |  |
|--|---|--|
| COUNTY OF  | ) ss:<br>)  |  |
| On   | , 2017, before me,  | , Notary<br>, who  |
| Public, personally appeared proved to me on the basis of satisfication subscribed to the within instrument in his/her/their authorized capacity(i person(s), or the entity upon behalf | and acknowledged to me that he ies), and that by his/her/their signates.  | e/she/they executed the same ature(s) on the instrument the    |
| I certify under PENALTY Of foregoing paragraph is true and corr  | OF PERJURY under the laws of the rect.                                    | ne State of California that the                                |
| WITNESS my hand and offi   | icial seal.   |  |
|  | Signature   |  |
| A notary public or other officer of individual who signed the document accuracy, or validity of that document  | nt to which this certificate is attach                                    |  |
| STATE OF CALIFORNIA  COUNTY OF   | )<br>) ss:  |  |
| COUNTY OF  | )   |  |
| Public, personally appeared  | , 2017, before me,  | , who  |
| proved to me on the basis of satisful subscribed to the within instrument in his/her/their authorized capacity(i person(s), or the entity upon behalf                                  | and acknowledged to me that he ies), and that by his/her/their signature. | e/she/they executed the same<br>ature(s) on the instrument the |
| I certify under PENALTY Of foregoing paragraph is true and corr  | OF PERJURY under the laws of the rect.                                    | ne State of California that the                                |
| WITNESS my hand and offi   | icial seal.   |  |
|  | Signature   |  |

# **EXHIBIT A**

# **Description of Property**

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

[TO BE COMPLETED]

# **EXHIBIT B**

# **Tenant Income Certification**

| Project Name and   | Address:        |  |                        | I                | Date:   |
|--------------------|-----------------|--|------------------------|------------------|---|
| Affordable Units:  | □ 80            | 0% of Medi<br>0% of Medi<br>20% of Med |                        |                  |   |
| Address/Unit Nun   | nber:           |  |                        | Rent:            |   |
| Tenant/Household   | l Name:         |  |                        | Date of I        | Lease:  |
| Size of Household  | l:              |  |                        | Expiration       | on:   |
| Total Household I  | ncome:          |  | _ per year             |                  |   |
| or state income ta | ax returns for  | the most re                            |                        | ent stubs fron   | Attached are federal n paychecks or other.  Source of Income/ |
| Household Member   | Relationship    | Age                                    | Social Security Number | Annual<br>Income | Name of Employer  |
|                    |                 |  |                        |                  |   |
| questions under po | enalty of perju | ry and do h                            | nereby swear they ar   | e true.          | ly each of the above  |
| Head of Househol   | d Da            | ate                                    | Owner/ Ag              | gent D           | <b>D</b> ate  |

# **EXHIBIT C**

# CERTIFICATION OF CONTINUING COMPLIANCE

| Project Name and Address:   | Date:                     |
|---|---------------------------|
| Total Affordable Housing Units in Project:  |                           |
| Very Low Income Units (not to exceed 50% of Median Income):   |                           |
| Low Income Units (not to exceed 80% of Median Income):  |                           |
| Moderate Income Units (not to exceed 120% of Median Income):  |                           |
| in continuing compliance with the Agreement, default exists under said Agreement. Specifi Household currently residing in a unit in the Eligibility and Income Verification in the form Alameda and that from and after the Effective I in the Project have been rented to (or are vacant | e Housing Agreement dated |
| Signed:   | Date:                     |
| Owner/ Agent  |                           |
| [Attached pag   | ges as applicable.]       |

Exhibit C 1



PHONE: (510) 747-4300 FAX: (510) 522-7848

**TTY/TRS:** 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: February 19, 2025

Re: Authorize the Executive Director or Designee to sign an

amendment with Hawkins Delafield & Wood, LLP for legal services to increase the budget by \$150,000 in an amount not to exceed \$300,000 and to extend the contract for one additional year to

2026.

#### **BACKGROUND**

As a public agency, the Housing Authority of the City of Alameda (AHA) is required to obtain and utilize general or special counsel services to address its legal needs. Under AHA's procurement policy and procedures, and in compliance with HUD guidelines, it is preferable to enter into a multi-year contract for ongoing legal services. AHA has been utilizing Hawkins Delafield & Wood, LLP (Hawkins) for both legal and non-legal services for special housing projects.

#### DISCUSSION

On April 1, 2022, AHA issued a Request for Proposals (RFP) for PHA Housing Consulting and Legal Services. The RFP requested services for five areas; risk management, asset management, fair housing, Moving to Work (MTW), strategic planning, and the Housing Choice Voucher Program. AHA received three proposals is response to this RFP, including one from Hawkins. Hawkins provided MTW as their area of expertise. AHA selected Hawkins to provide consultation and legal services for a contract amount of \$150,000.

Recently, AHA has been working with Rod Solomon of Hawkins on Faircloth to RAD, which has been renamed to the "Retore-Rebuild Program." Staff recommends amending the agreement with Hawkins to increase the budget for special counsel and consulting services. Staff has been working with Hawkins closely from October 2024 to December 2024 and anticipate additional work for the remainder of the year. Staff recommends extending the contract by one year to October 4, 2026, and increasing the contract amount by \$150,000 to total \$300,000.

The price proposal provides a flat hourly rate of \$450 for 2025 and 2026. The work will



continue to be utilized on an as-needed basis and charged based on hours worked. Hawkins will obtain advance authorization from AHA for any travel under the contract and will bill travel time only to the extent that the time is spent on AHA work.

# **FISCAL IMPACT**

The Housing Authority's budget includes funding for special counsel services for the current fiscal year. Future budgets will incorporate sufficient funds for services rendered during the remainder of the agreement's four-year term, if the Board chooses to extend the term of the agreement by one year.

# **CEQA**

N/A

# **RECOMMENDATION**

Authorize the Executive Director or Designee to sign an amendment with Hawkins Delafield & Wood, LLP for legal services to increase the budget by \$150,000 in an amount not to exceed \$300,000 and to extend the contract for one additional year to 2026.

#### **ATTACHMENTS**

1. Hawkins Delafield & Wood Amendment No. 1

Respectfully submitted,

Radha Mehta

Radha Mehta, Management Analyst

# **FIRST AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this 19<sup>th</sup> of February, 2025, by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA") and <u>HAWKINS DELAFIELD & WOOD, LLP</u> (a limited liability partnership) whose address is 601 Thirteenth Street, NW Suite 800S, Washington D.C., DC 20005 (hereinafter referred to as "CONTRACTOR") is made with reference to the following:

#### **RECITALS:**

- A. On October 5, 2022, an agreement was entered into by and between AHA and Contractor (hereinafter "Agreement") with a term date of October 4, 2025 and a not to exceed amount of \$150,000.
- B. AHA and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. The not to exceed amount for the entire Agreement shall be increased by Hundred Fifty Thousand Dollars (\$150,000) to be amended to a not to exceed amount of Three Hundred Thousand dollars (\$300,000) for services.
- 2. The contract period is extended until October 4, 2026
- 3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

| HAWKINS DELAFIELD & WOOD, LLP | HOUSING AUTHORITY OF THE CITY OF ALAMEDA |
|-------------------------------|--|
| DocuSigned by:  5             | _  |
| Rod Solomon                   |  |
| Partner                       | Tonya Schuler-Cummins                    |
|                               | Director of Data and Policy              |
|                               |  |
|                               |  |
|                               | Vanessa Cooper                           |
|                               | Executive Director                       |



**PHONE:** (510) 747-4300 **FAX:** (510) 522-7848

**TTY/TRS:** 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: February 19, 2025

Re: Approve the Quarterly Write-off to December 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), write-off uncollectible rent and miscellaneous charges from its resident ledgers. The term "write-off" indicates a procedure where past due amounts from residents, who are no longer residents in an AHA, AAHC, or ICD community, are removed from the resident ledgers after the usual means of collection have been exhausted. This procedure does not preclude the AHA, AAHC, or ICD 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 AAHC, AHA, and ICD. 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 \$61,421.12 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 of \$9,149.51, the Housing Authority of the City of Alameda of \$35,399.00, and Island City Development of \$16,872.61.

# **CEQA**

N/A

# **RECOMMENDATION**



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

# **ATTACHMENTS**

1. BOC Attachment Item 10.P Q4 2024 Write Off 02.19.2025

Respectfully submitted,

 $\mathbb{W}_{\times}$ 

Nancy Gerardin, Director of Property Operations

| Legal Entity | Property Name                        | Reason for Move<br>Out | Move Out Date | Amount of Bad Debt per reconciliation |
|--------------|--------------------------------------|------------------------|---------------|---------------------------------------|
| AAHC         | China Clipper                        | Death                  | 10/31/2024    | \$3,505.00                            |
| AAHC         | Esperanza Apartments Wanted a change | Wanted a change        | 11/4/2024     | \$2.775.55                            |
| AAHC         | Parrot Village                       | Eviction               | 7/10/2024     | \$25.00                               |
| AAHC         | Parrot Village                       | Relocation             | 4/2/2024      | \$115.96                              |
| AAHC         | Parrot Village                       | Eviction               | 9/9/2024      | \$1,920.00                            |
| ААНС         | Independence Plaza                   | Death                  | 9/15/2024     | \$808.00                              |
|              |                                      |                        |               |                                       |
|              |                                      |                        | TOTAL AAHC    | \$9,149.51                            |
|              |                                      |                        |               |                                       |
| ICD          | Everett Commons                      | Eviction               | 12/17/2024    | \$16,872.61                           |
|              |                                      |                        |               |                                       |
|              |                                      |                        | TOTAL ICD     | \$16,872.61                           |
| АНА          | Scattered Site                       | Death                  | 11/30/2024    | \$65.00                               |
| АНА          | Scattered Site                       | Eviction               | 12/18/2024    | \$35,334.00                           |
|              |                                      |                        |               |                                       |
|              |                                      |                        | TOTAL AHA     | \$35,399.00                           |
|              |                                      |                        |               |                                       |
|              |                                      |                        | TOTAL         | \$61,421.12                           |
|              |                                      |                        |               |                                       |



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: Jenny Wong, Senior Project Manager

Date: February 19, 2025

Re: Approve and Authorize the Executive Director to Execute Contract

Amendment No.1 Not to Exceed \$250,000 with Downs Pham and

Kuei LLP for The Poplar.

#### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) purchased the property at 2615 Eagle Avenue in March 2022. AHA has a goal of serving 50 families with affordable housing, with up to 25% supportive housing apartments 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.

Please see related Board report on The Poplar for project details.

#### **DISCUSSION**

The Poplar is a LIHTC project and requires legal services from qualified legal consultants specializing in complex affordable housing real estate transactions. In November 2023, AHA signed a contract in the not-to-exceed amount of \$200,000 with Downs Pham and Kuei LLP (DPK) for Low-Income Housing Tax Credit (LIHTC) and Real Estate Transaction Legal Services on the project. DPK was procured through a Request for Qualifications (RFQ) and has previously provided legal services in connection with the acquisition of The Poplar site between 2021 to 2022.

Per AHA procurement policy, any contract greater than \$250,000 must receive Board approval. The Poplar has environmental concerns that require specialized environmental legal services. Nixon Peabody LLP was approved by AHA as a subconsultant under DPK to provide these services. Staff is presenting to the Board for approval Amendment No. 1 to the DPK contract in the amount of \$50,000 to memorialize the added legal services. If approved, the new total not-to-exceed contract amount is \$250,000.

Please refer to Attachment 1 for the original contract. Please refer to Attachment 2 for Amendment No. 1, which includes the Supplemental Agreement for Nixon Peabody's



services in the exhibit.

# **FISCAL IMPACT**

The cost for additional legal services is within the available budget for The Poplar. Up to \$25,455 in environmental legal fees are eligible for reimbursement through the Department of Toxic Substance Control Equitable Community Revitalization Grant. The remainder of the environmental legal fee will be reimbursed by City of Alameda redevelopment funding.

# **CEQA**

Not Applicable.

# **RECOMMENDATION**

Approve and Authorize the Executive Director to Execute Contract Amendment No.1 Not to Exceed \$250,000 with Downs Pham and Kuei LLP for The Poplar.

# **ATTACHMENTS**

- 1. Att1\_The Poplar AHA\_DPK Contract
- 2. Att2\_The Poplar AHA\_DPK Amendment No.1

Respectfully submitted,

Jenny Wong, Senior Project Manager

# **CONSULTANT SERVICES CONTRACT**

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this 20th day of November, 2023 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and DOWNS PHAM & KUEI LLP, a California limited liability partnership, whose address is 235 Montgomery Street, 30th Floor, San Francisco, CA 94104, (hereinafter referred to as "Consultant"), is made with reference to the following:

#### **RECITALS**:

- A. AHA is a Housing Authority duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.
- B. Pursuant to the Housing Authorities Law, AHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers.
- C. AHA has determined that it requires professional services for <u>Low-Income</u> <u>Housing Tax Credits (LIHTC)</u> and <u>Real Estate Transaction Legal services related to The</u> <u>Poplar project located at 2615 Eagle Avenue, Alameda, CA.</u>
- D. Consultant is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.
- E. Consultant represents that it possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- F. AHA and Consultant desire to enter into an agreement to provide the subject services as discussed in more detail below.

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

#### 1. **TERM**.

The term of this Agreement shall commence on the Effective Date and end on <u>December 31, 2026</u> unless extended, as discussed herein, or terminated earlier as provided in Paragraph 20 below ("Term"). The parties may choose by mutual agreement to extend the term of this Agreement up to a maximum of 60 months (5 years total) and shall do so by executing a written amendment to the Agreement. All indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

## 2. **SERVICES TO BE PERFORMED**.

- 2.1 Consultant shall provide the following services to AHA, (i) those services outlined and specified in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference; and (ii) those services outlined and specified in Consultant's accepted bid proposal attached hereto as Exhibit B and incorporated herein by this reference, all at the not to exceed fee stated in Paragraph 3 below. In the event of any inconsistencies between Consultant's accepted bid proposal and this Agreement, the terms of this Agreement shall govern.
- 2.2 Consultant represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and AHA relies upon this representation. Consultant shall perform to the satisfaction of AHA, and Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to AHA that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the Term of this Agreement.
- 2.3 Consultant affirms that it is fully apprised of all of the work to be performed under this Agreement; and Consultant agrees it can properly perform this work for the fee stated in Paragraph 3. Consultant shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of AHA.
- 2.4 Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.
- 2.5 Acceptance by AHA of Consultant's performance under this Agreement does not operate as a release of Consultant's responsibility for full compliance with the terms of this Agreement.

# 3. **COMPENSATION TO CONSULTANT**.

3.1 AHA shall pay the Consultant for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. Maximum payment by AHA to Consultant for the services provided herein shall not exceed Two Hundred Thousand Dollars (\$200,000.00), including all expenses ("Contracted Amount"). AHA shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and AHA shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing by AHA pursuant to Paragraph 4 below. Consultant shall invoice AHA for the services performed pursuant to the Scope of Services attached hereto as Exhibit A, at the rates, inclusive of all taxes, insurance, benefits, wages, profit, overhead, and every other personnel cost borne by Consultant, set forth in the Scope of Services attached hereto as Exhibit A; provided, however, in no event shall any and all costs paid under this Agreement exceed the Contracted Amount.

3.2 CONSULTANT shall be paid only in accordance with an invoice submitted to AHA by Consultant. AHA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Consultant only after services have been rendered or delivery of materials or products, and acceptance has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to <a href="mailto:accountspayable@alamedahsg.org">accountspayable@alamedahsg.org</a> or on the AHA's vendor portal.

Housing Authority of the City of Alameda 701 Atlantic Avenue Alameda, CA 94501-2161 ATTN: Jenny Wong, Senior Project Manager (510) 747-4366 Email: jwong@alamedahsg.org

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

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

# 4. ALTERATION OR CHANGES TO THE AGREEMENT.

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

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

#### 5. **INSPECTION OF SERVICES.**

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

Consultant shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit an AHA representative to

monitor, assess or evaluate Consultant's performance under this Agreement at any time upon reasonable notice to Consultant.

# 6. <u>TIME IS OF THE ESSENCE</u>.

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

## 7. **INDEPENDENT CONTRACTOR.**

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

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

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

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

## 9. **NON-DISCRIMINATION.**

Consistent with AHA's policy that harassment and discrimination are unacceptable conduct and will not be tolerated, Consultant shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, pregnancy, sex, age, gender identity, or marital status in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the

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

# 10. INDEMNIFICATION/HOLD HARMLESS.

- 10.1 Consultant shall indemnify and hold harmless AHA, its affiliates, its directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any act, omission, or services of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death (AHA employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Consultant, its officers, employees, subcontractors, independent contractors, agents or representatives from this Agreement. Consultant shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.
- 10.2 With respect to any action or claim subject to indemnification herein by Consultant, Consultant shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AHA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Consultant's indemnification to Indemnitees as set forth herein. Consultant's obligation hereunder shall be satisfied when Consultant has provided to AHA the appropriate form of dismissal relieving AHA from any liability for the action or claim involved.
- 10.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Consultant's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- 10.4 AHA does not, and shall not, waive any rights that it may possess against Consultant because of acceptance by AHA, or the deposit with AHA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Consultant contained in this Agreement shall survive the termination and expiration of this Agreement.

## 11. **INSURANCE**.

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

effective dates and dates of expiration of insurance coverage in compliance with Appendix C.

#### A. WAIVER OF SUBROGATION:

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

#### B. **FAILURE TO SECURE**:

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

#### C. **SUFFICIENCY OF INSURANCE:**

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

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

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

#### 12. **CONFLICT OF INTEREST.**

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

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

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

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

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

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

#### 13. **PROHIBITION AGAINST ASSIGNMENTS**.

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

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

#### 14. SUBCONTRACTOR APPROVAL.

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

#### 15. **PERMITS AND LICENSES**.

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, 1705/01/2353114.2

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

#### 16. **REPORTS**.

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

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

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

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

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

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

#### 17. **RECORDS**.

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

#### 18. **NOTICES**.

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

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

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

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

Downs Pham & Kuei LLP 235 Montgomery Street, 30th Floor San Francisco, CA 94104 Attention: Tuan A. Pham, Partner

Phone: (415) 202-6374

Email: tpham@downspham.com

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

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

#### 20. **TERMINATION**.

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

- 20.1 Discontinuance of Services. Upon termination, Consultant shall, unless otherwise directed by the notice, discontinue all services, and deliver to the AHA all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Consultant in performance of services, whether completed or in progress.
- 20.2 Effect of Termination for Convenience. If the termination is to be for the convenience of AHA, then AHA shall compensate Consultant for services satisfactorily provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date

of termination, no later than 30 days after the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

- Effect of Termination for Cause. In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. If the termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Consultant shall be compensated for those services which have been completed in accordance with this Agreement and accepted by the AHA. In such case, AHA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to AHA for any reasonable additional costs incurred by AHA to revise work for which AHA has compensated Consultant under this Agreement, but which AHA has determined in its sole discretion needs to be revised in part or whole to complete the project. discontinuance of services, AHA may arrange for a meeting with Consultant to determine what steps, if any, Consultant can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AHA may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on Consultant and shall be performed as part of this Agreement. Termination of this Agreement for cause may be considered by AHA in determining whether to enter into future agreements with Consultant.
- 20.4 Notwithstanding any of the provisions of this Agreement, Consultant's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by Consultant, or in the event of Consultant's unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 20. In such event, Consultant shall not be entitled to any further compensation under this Agreement.
- 20.5 Cumulative Remedies. The rights and remedies of the parties provided in this Paragraph are in addition to any other rights and remedies provided by law, equity or under this Agreement.

#### 21. **FORCE MAJEURE**.

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

#### 22. **COMPLIANCES**.

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

#### 23. **GOVERNING LAW; SEVERABILITY.**

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

#### 24. NONCONFORMING PAYMENTS.

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

#### 25. NO PARTIAL DELIVERY OF SERVICES.

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

#### LABOR STANDARDS.

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

#### 27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

#### 28. **CONFIDENTIALITY**.

28.1. **Definition.** Consultant shall observe all Federal, State and AHA regulations concerning confidentiality of records. Consultant shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: any information or data obtained by

Consultant relating to AHA clients and tenants and any opinions and conclusions based upon such information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AHA information or data which is not subject to public disclosure; AHA operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement, and any personally identifiable information protected under The Privacy Act of 1974(5 U.S.C. Section 552a), Section 6 of the Housing Act of 1937, The Freedom of Information Act (FOIA), 5 U.S.C. § 552, Section 208 of The E-Government Act, and HUD Notice PIH 2-15-06 issued on April 23, 2015.

- 28.2. Nondisclosure and Nonuse Obligation. Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA. Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm, or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information. For agreements involving information technology or access to agency data, the consultant shall be expected to use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the agency's information, as it uses to protect its own, including standard anti-virus/malware deployment.
- 28.3. **Exclusions from Nondisclosure and Nonuse Obligations**. The obligations under 28.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.
- 28.4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information shall remain the property of the AHA. At AHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extend that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

#### 29. **WAIVER.**

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

#### 30. CAPTIONS.

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

#### 31. **ADMINISTRATION**.

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

#### 32. **GENERAL**.

- 32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the Consultant shall comply with the more restrictive law or regulation.
- 32.2 Consultant represents and warrants that Consultant is registered to do business in the State of California with the California Secretary of State.
- 32.3 The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of AHA and Consultant, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.
- 32.4 Consultant acknowledges that AHA may enter into agreements with other consultants for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
- 32.5 Without limiting Consultant's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against AHA relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which AHA shall require.
- 32.6 As used in this Agreement, the term Consultant also includes Consultant's owners, officers, employees, representatives, and agents.

#### 33. ADDITIONAL FEDERAL REQUIREMENTS.

Whereas the work or services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the

Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, all applicable requirements as follows:

- 33.1 Equal Employment Opportunity Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.
- 33.2 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).
- 33.3 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Davis-Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- 33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 33.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
- 33.6 Rights to Data and Copyrights: Consultants and contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).
- 33.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- 33.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 33.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of

Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 33. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- 33.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient shall certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 24 CFR part 24, subpart F.
- 33.11 Access to Records and Records Retention: Consultant, and any subconsultants or sub-contractors, shall allow all duly authorized Federal, State, and/or AHA officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of Consultant, and any sub-consultants or subcontractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant, and any subconsultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.
- 33.12 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- 33.13 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

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

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

#### 35. **ENTIRE AGREEMENT**.

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications,

whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

#### 36. **AUTHORITY TO SIGN**.

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

- 37. **EXHIBITS**. The following exhibits are attached hereto and incorporated herein by this reference:
  - i. Exhibit A Scope of Services
  - ii. Exhibit B Fee Schedule
  - iii. Exhibit C Insurance Requirements for Consultants
- iv. Exhibit D Not used
- v. Exhibit F Not used
- vi. Exhibit E Form HUD-5370-C (01/2014), General Conditions for Non-Construction Contracts.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

| "CONSULTANT"   | "AHA"  |  |  |
|--|--|--|--|
| <b>DOWNS PHAM &amp; KUEI</b> , a limited liability partnership | HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body, corporate and politic |  |  |
| By:<br>Tuan A. Pham, Partner                                   | By: Vanessa Cooper, Executive Director   |  |  |

# EXHIBIT A SCOPE OF SERVICES

LIHTC and Real Estate Legal Services for The Poplar.

#### Included services:

- (a) Services will generally commence with securing predevelopment financing and terminate upon closing of construction financing.
- (b) Site control from a related party.
- (c) Preparing and negotiating the following organizational and affiliate financing documents:
  - (1) Resolutions for developer and its affiliates.
  - (2) Formation partnership agreement for the project partnership.
  - (3) Operating agreement of a single member LLC general partner, if applicable.
  - (4) Escrow instructions and acquisition closing documents.
  - (5) Review or drafting soft loan documents for up to 2 soft loans. To the extent there are additional financing sources, the Housing Authority and DPK can negotiate any appropriate adjustment in fees (for example, multiple loans from the Housing Authority and its affiliates using the same forms of documents may not require an adjustment or only a minimal adjustment, but additional loans from 3<sup>rd</sup> parties would likely require a material adjustment).
  - (6) Miscellaneous agreements that are not subject to material negotiation such as, but not limited to, a general assignment of project documents and construction contracts.
- (d) Review and negotiate the syndication partnership agreement and related equity documents.
- (e) Prepare, negotiate and issue to the investor a customary partnership enforceability opinion.
- (f) Review and negotiate loan documents and, if applicable, bond documents.
- (g) Prepare, negotiate and issue a customary debt enforceability opinion with respect to the bond construction and permanent loan.
- (h) Generally addressing concerns and requests of investors and lenders.
- (i) Assisting with financing applications and attorney letters and opinions in connection therewith; provided that if there are multiple rounds of applications with material changes to the financing structure or applications, then the fee may be equitably adjusted.
- (j) Includes the following services, provided that the fee may be equitably adjusted if there are prolonged or extensive negotiations with multiple drafts:
  - (1) Easements or maintenance agreements, if applicable
  - (2) Assisting with architect, general contractor and similar agreements
     provided that the fee may be equitably adjusted due to prolonged or extensive negotiations with multiple drafts

#### Excluded services:

- 1. Acquisition of real estate from 3<sup>rd</sup> parties.
- 2. Material environmental issues.
- 3. Federal or state securities filings, if applicable.
- 4. Negotiating joint venture agreements with co-developers.
- 5. Land use or entitlements.
- 6. Any material disputes with any party.
- 7. Material matters that arise after close of construction financing, including conversion.
- 8. Out-of-pocket expenses.
- 9. Travel time.

## EXHIBIT B FEE SCHEDULE

DPK was selected as a qualified legal consultant per the Request for Qualifications for LIHTC and Real Estate Transaction Legal Services, dated December 13, 2021, and will use the following annual rates from the Consultant's proposal:

### Hourly Fees

Our standard fees are set forth in the table below:

| rly Rate                                   |
|--|
| .00  |
| .00 standard,<br>.00 for AHA transactions* |
| .00  |
| .00  |
| .00  |
| 5.00                                       |
| 5  |

<sup>\*</sup> Tuan Pham's reduced hourly rate for AHA transactions is scheduled to be increased to \$375.00 per hour on January 1, 2024.

<u>Annual Fee Escalator</u>. To the extent that the time for the development of The Poplar exceeds 12 months, our fees are subject to a 3% annual increase, beginning on January 1, 2025.

| Legal Services  | Estimated Total Fees |
|---|----------------------|
| Predevelopment loan and closing support   | \$10,000-\$20,000    |
| Construction loan and closing support   | \$20,000-\$30,000    |
| Grant funding application and closing support   | \$5,000-\$7,500      |
| LIHTC (9%) application and closing support  | \$50,000-\$65,000    |
| LIHTC (4%) application and closing support (presumes bond proceeds will be used for construction) | \$70,000-\$85,000    |
| Additional debt or subsidy application and closing support  | \$10,000 per source  |

# EXHIBIT C INSURANCE REQUIREMENTS FOR CONSULTANTS

(Cyber/tech optional, not to be used for construction contracts)

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

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

#### OTHER INSURANCE REQUIREMENTS:

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

 Additional Insured Status: The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

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

#### AMENDMENT NO.1 TO CONSULTANT SERVICES CONTRACT

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 19<sup>th</sup> day of February, 2025 ("Effective Date"), by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and DOWNS PHAM & KUEI LLP, a California limited liability partnership, whose address is 235 Montgomery Street, 30th Floor, San Francisco, CA 94104, (hereinafter referred to as "Consultant"), is made with reference to the following:

#### **RECITALS**:

- A. On August 2, 2024, a Consultant Services Contract ("Contract") for environmental consulting services for The Poplar project was entered into between AHA and Consultant.
- B. The initial Contract limited the compensation to Consultant to a not exceed amount of two hundred thousand dollars (\$200,000.00) for the term of the Contract which ends on December 31, 2026 unless extended or terminated.
  - C. The effective date of this Amendment shall be February 19, 2025.
  - D. All conditions of the Contract will remain the same except as amended below.

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

The not to exceed amount for the entire Contract shall be amended from two hundred thousand dollars (\$200,000.00) to two hundred fifty thousand dollars (\$250,000.00).

The scope of services is expanded to include environmental legal consulting services through implementation of the remedial action plan and entitlements. Please see Exhibit A for additional detail.

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[SIGNATURES ON FOLLOWING PAGE]

**DPK\_AMENDMENT NO.1** 

Page 2

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

"CONSULTANT"

DOWNS PHAM & KUEI, a limited liability partnership

"AHA"

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

DocuSigned by:

Tuan A Phan

Tuan A. Pham

Partner

Vanessa Cooper Executive Director

Page 3

# EXHIBIT A SCOPE OF SERVICES & FEE

The environmental and entitlement legal consulting services will be performed by Nixon Peabody LLP ("Subconsultant") pursuant to the attached Supplemental Agreement for Legal Services. The fee for the additional scope of work is not-to-exceed fifty thousand dollars (\$50,000.00).

#### Included services:

- 1. Communications, review and negotiation of Consultant contracts and change orders
- 2. Review and comment on
  - a. Soil and Groundwater Management Plan
  - b. Stormwater Pollution Prevention Plan and Dust Control Measures
  - c. Draft Completion Report for supplemental investigation
  - d. Draft Remedial Action Plan (RAP)
  - e. Other documents, reports and plans related to environmental conditions at The Poplar
- 3. Participate in communications with RWQCB
- 4. Participate in client calls and facilitation of entitlements



Nixon Peabody LLP One Embarcadero Center, 32nd Floor San Francisco, CA 94111 **Alison Torbitt** 

**Partner** 

Attorneys at Law nixonpeabody.com @NixonPeabodyLLP T / 415.984.5008 F / 866.256.1329 atorbitt@nixonpeabody.com

April 23, 2024

#### Via Email

Tuan A. Pham
Downs Pham & Kuei LLP
235 Montgomery St., 30th Floor
San Francisco, CA 94104
Email: tpham@downspham.com

Re: Supplemental Agreement for Legal Services

Dear Tuan:

Thank you for the opportunity to continue to provide legal services to Alameda Housing Authority (hereinafter, "AHA"). This letter will confirm you have asked Nixon Peabody LLP (the "Firm") to represent AHA in connection with the environmental conditions associated with The Poplar, located at 2615 Eagle Avenue, Alameda, California. As you know, you and AHA entered into an Agreement for Legal Services with the Firm dated October 27, 2023. Except as set forth herein, all terms of that Agreement and its incorporated Terms and Conditions of Engagement remain in effect. You may limit or expand the scope of our representation from time to time, provided that we will not substantially expand the scope of our representation without a further written agreement.

Our sole client in this matter will be Alameda Housing Authority. We expect that the principal attorneys involved in this engagement will be myself, Alison Torbitt (Partner), Stratton Constantinides (Sr. Associate), and Kelly Sprague (Jr. Associate) at the same rates as offered prior. I will remain the "Matter Billing Attorney" with overall responsibility for managing this matter and should be viewed as your contact in the event of questions or concerns relating to this matter.

Please sign and return to me the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. We appreciate your decision to retain us in this matter and very much look forward to the continued opportunity to work with you.

Alison B. Torbitt of Nixon Peabody LLP

Tuan A. Pham April 23, 2024 Page 2 Attorneys at Law nixonpeabody.com @NixonPeabodyLLP

The undersigned has read and understands the above letter, and accepts and agrees to all of its terms and conditions.

| ALAMEDA HOUSING AUTHORITY |                             |                |
|---------------------------|-----------------------------|----------------|
|                           |                             | SM JW          |
|                           | By:<br>Name: <u>Vanessa</u> | DocuSigned by: |

The undersigned agrees to be jointly and severally responsible for the payment of Nixon Peabody's fees in connection with the above-described representation. The acceptance of such responsibility does not establish a client-attorney relationship between the undersigned and Nixon Peabody LLP with respect to the above-described representation.

Name: Tuan A. Pham
Title: Partner



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: February 19, 2025

Re: Approve Limited Emergency Powers for the Executive Director (or

Designee) to Respond to a Significant or Sudden Change in Regulation or Funding Impacting the Housing Authority or its Programs and Direct the Executive Director to Report Back to the

Board of Commissioners No Later Than the Next Regularly

Scheduled Board of Commissioners Meeting.

#### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) serves some of the most vulnerable members of the Alameda community. The new administration recently announced a funding freeze. This caused significant and sudden concern for staff, landlords, and the public. Although this freeze was halted shortly afterward, the incident alerted the agency to the need to be prepared for short notice changes in regulation or funding. Such changes could impact not just the Housing Authority but other federal programs and local services that AHA's low-income, elderly, and disabled residents rely on.

Staff is working with a wide range of partners including our industry groups, other housing authorities and AHA social services partners to monitor and plan for any future changes. A group of senior staff are meeting regularly on this issue and continue to monitor developments while still focusing on essential business activities.

#### **DISCUSSION**

This request is for limited emergency powers for the Executive Director (or designee) to respond to a significant or sudden change in regulation or funding impacting the agency or its programs.

The following safeguards that would be put in place are similar to those implemented during COVID:

• This approval would be limited only to financial and regulatory actions that cannot wait until the next regularly scheduled Board meeting (i.e. failure to act guickly



- would lead to a regulatory, legal, or financial risk for AHA).
- The Executive Director or designee must also attempt to discuss the action with either the Board Chair or Vice Chair, and General Counsel prior to any such action being taken.
- Any use of such powers requires reporting to the Board in writing within 48 hours of taking action.
- In the event that the expected fiscal impact exceeds the Executive Director's authority of \$250,000, staff will seek to call a Special Board Meeting within 72 hours.
- Any decisions taken using the delegated emergency powers would require Board ratification and approval at the next regularly scheduled Board meeting.
- Delegation of such powers to a deisgnee would only occur if the Executive Director is absent more than 5 business days, can only be transferred in writing, and the Board would be informed in writing.

Issues that may come up include, but are not limited to:

- Actions that require changes to the Administrative Plan such as new policy and regulations, or changes in, or revocation of, existing policy or regulations.
- Actions to address situations where California law may contradict direction from the Federal Government.
- Actions to address funding changes including any continuing resolution of the current federal budget in March. This could include HAP, Admin. Fees and federal funds that are used for development.

#### **FISCAL IMPACT**

The emergency powers themselves have no fiscal impact, although the decisions made in connection with the exercise of the powers may have an impact.

#### **CEQA**

N/A

#### RECOMMENDATION

Approve Limited Emergency Powers for the Executive Director (or Designee) to Respond to a Significant or Sudden Change in Regulation or Funding Impacting the Housing Authority or its Programs and Direct the Executive Director to Report Back to the Board of Commissioners No Later Than the Next Regularly Scheduled Board of Commissioners Meeting.

#### **ATTACHMENTS**

None

Respectfully submitted,

Value Con.

Vanessa Cooper, Executive Director



PHONE: (510) 747-4300 FAX: (510) 522-7848

**TTY/TRS:** 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sepideh Kiumarsi, Senior Management Analyst

Date: February 19, 2025

Re: Conduct the Public Hearing for the Annual Plan, 5-Year Plan, and

Moving to Work Supplement for Fiscal Year Starting July 1, 2025.

#### **BACKGROUND**

The Housing Authority of the City of Alameda's (AHA) 5-Year, Annual Plan, and Moving to Work (MTW) Supplement, henceforth known as the Agency Plan, are documents mandated by and submitted to the U. S. Department of Housing and Urban Development (HUD).

As a Housing Choice Voucher (Section 8) only and High Performer agency, HUD allows AHA to submit a streamlined Annual Plan. In March 2020, AHA submitted its 5-Year Plan; the 5-Year Plan must be submitted once every five years and is due for submission this year. An Annual Plan must be submitted every year.

AHA was accepted into the Moving to Work (MTW) Demonstration Expansion under the Landlord Incentives Cohort to test the effectiveness of landlord incentives in 2022. AHA is required to comply with the MTW Operations Notice while participating in the MTW Demonstration Program and as such, needs to submit an MTW Supplement with its Annual Plan every year.

HUD requires that the Agency Plan be made available for public comment for 45 days prior to the public hearing. The Agency Plan must be submitted to HUD 75 days prior to the start of the AHA's fiscal year on July 1, 2025.

#### **DISCUSSION**

Please refer to Attachment A for the proposed 5-Year Plan for fiscal years July 1, 2025 to June 30, 2030. Please refer to Attachment B for the proposed Annual Plan for fiscal year July 1, 2025 to June 30, 2026. Please refer to Attachment C for the proposed MTW Supplement for fiscal year July 1, 2025 to June 30, 2026.

From August 2024 to October 2024, AHA staff met with various stakeholders including AHA department directors, the Board of Commissioners, Alameda Point Collaborative,



FPI Management, LifeSTEPS, and the City of Alameda to discuss and receive feedback for its proposed Agency Plan.

The Resident Advisory Board (RAB), representing the interests of Housing Choice Voucher and Project-Based Voucher participants, was formed and met on November 13, 2024, to review the proposed Agency Plan starting July 1, 2025. No changes resulted from the RAB meeting to the proposed Agency Plan.

The Agency Plan was made available to the general public for comment for a period of at least 45 days. These documents were posted to the AHA's website, a public notice was sent out in the Alameda Journal, to the City of Alameda, and Alameda Public Library. The public comment period started December 17, 2024 and ended January 12, 2025. AHA also allowed for lengthy written comments for the public hearing to be accepted through this same date. No comments were received for the proposed Agency Plan.

Now, AHA is coming before the Board of Commissioners to conduct a public hearing regarding its Five-Year Plan, Annual Plan, and Moving to Work Supplement for Fiscal Year starting July 1, 2025. At this public hearing, AHA staff will leave time for public comment for the proposed Agency Plan.

#### **FISCAL IMPACT**

Not Applicable.

#### **CEQA**

Not Applicable.

#### RECOMMENDATION

Conduct the Public Hearing for the Annual Plan, 5-Year Plan, and Moving to Work Supplement for Fiscal Year Starting July 1, 2025.

#### **ATTACHMENTS**

- 1. Attachment A DRAFT 5 Year Plan FY 2025-2030
- 2. Attachement B Draft Annual Plan FY 2025-2026
- 3. Attachment C DRAFT MTW Supplement FY 2025-2026
- 4. Attachment D Public Hearing Presentation

Respectfully submitted.

Sepideh Kiumarsi

Sepideh Kiumarsi, Senior Management Analyst

# 5-Year PHA Plan (for All PHAs)

#### U.S. Department of Housing and Urban Development Office of Public and Indian Housing

OMB No. 2577-0226 Expires: 03/31/2024

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** The **Form HUD-50075-5Y** is to be completed once every 5 PHA fiscal years by all PHAs.

| A.  | PHA Information.   |   |  |   |   |  |
|-----|--|---|--|---|---|--|
| A.1 | PHA Name: The Housi PHA Plan for Fiscal Ye The Five-Year Period of PHA Plan Submission   | ear Beginning:<br>of the Plan (i.e.   | (MM/YYYY): 07/2025<br>2019-2023): July 1, 2025 to J  | PHA Code: CA062  June 30, 2030  Revised 5-Year Plan Submission  |   |  |
|     | A PHA must identify the and proposed PHA Plan reasonably obtain addition submissions. At a mining office of the PHA. PHA each resident council a council and the PHA 5-Year Plan at the | e specific location<br>are available for<br>onal information<br>num, PHAs mu<br>is are strongly e<br>opy of their PH<br>and Elements, | on(s) where the proposed PHA in inspection by the public. Add non the PHA policies containe st post PHA Plans, including up incouraged to post complete PHA Plans.  for the period starting July 1 | m, PHAs must have the elements lister. Plan, PHA Plan Elements, and all infultionally, the PHA must provide information of the standard Annual Plan, but expedites, at each Asset Management Profia Plans on their official websites. P | ormation relevant to<br>ormation on how the<br>cluded from their st<br>oject (AMP) and ma<br>HAs are also encounter<br>re available at: 701 | o the public hearing public may reamlined ain office or central raged to provide  Atlantic Avenue, |
|     |  |   |  | ing Authority of the City of Alamed   | la's website at wwv   | v.alamedahsg.org.  |
|     |  | ck box if subm  | itting a Joint PHA Plan and con  Program(s) in the   | mplete table below.)  Program(s) not in the   | No. of Units in   | n Each Program   |
|     | Participating PHAs   | Code  | Consortia  | Consortia   | PH  | HCV  |
|     | Lead PHA:  |   |  |   |   |  |
| В.  | Plan Elements. Red   | quired for <u>all</u> Pl  | HAs completing this form.  |   |   |  |
| B.1 | jurisdiction for the next to The Housing Authority   | five years.  of the City of   | Alameda (AHA), in partners   | e, very low-income, and extremely lo<br>hip with the entire community, adv<br>ens community inclusiveness and di  | ocates and provide  | es quality,  |

**B.2** Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years.

#### GOAL #1: EXPAND AND PRESERVE THE AVAILABILITY OF AFFORDABLE HOUSING IN THE CITY OF ALAMEDA

- IDENTIFY OPPORTUNITIES FOR PRESERVATION AND ACQUISITION OF AFFORDABLE HOUSING.
- 2. SECURE FUNDING FOR AHA'S PIPELINE OF AFFORDABLE HOUSING DEVELOPMENTS AND COMPLETE THESE PROJECTS IN A COST-EFFECTIVE AND TIMELY MANNER.
- 3. COLLABORATE WITH HOMELESS HOUSING SERVICE PROVIDERS TO IMPLEMENT PLANS TO HOUSE THE FORMERLY HOMELESS AT THE NORTH HOUSING SITE.
- 4. FORM PARTNERSHIPS WITH COMMUNITY PARTNERS TO MAXIMIZE AFFORDABLE HOUSING UNITS.
- 5. UTILIZE MOVING TO WORK FLEXIBILITIES TO RECRUIT AND RETAIN LANDLORDS.
- 6. REHABILITATE AHA'S PROPERTIES IN ACCORDANCE WITH BOARD-APPROVED CAPITAL IMPROVEMENTS PLAN BASED ON PORTFOLIO CAPITAL NEEDS ASSESSMENTS.
- CONTINUE TO SERVE HOUSEHOLDS IN SPECIALTY PROGRAMS (MOD REHAB, SHELTER PLUS CARE, SV, EHV, VASH) AND WHEN
  FEASIBLE, EXPAND THESE PROGRAMS AND APPLY FOR NEW SPECIALTY PROGRAMS.
- 8. CONTINUE TO ISSUE REQUESTS FOR PROPOSALS (RFPS) FOR PROJECT BASED VOUCHERS AND/OR SELF-AWARD PROJECT BASED VOUCHERS TO AHA SINGLE ASSET ENTITIES ACCORDING TO THE AHA'S PBV POLICY.

#### GOAL #2: ENHANCE THE QUALITY OF LIFE FOR RESIDENTS AND VOUCHER PARTICIPANTS

- 1. CONTINUE TO OFFER RESIDENT SERVICES TO ALL RESIDENTS AT AUTHORITY-OWNED UNITS AND VOUCHER PARTICIPANTS.
- 2. Create feedback loops to regularly assess gaps in resident services and provide enhanced services when feasible.
- 3. DEVELOP A BROAD SET OF COMMUNITY SERVICE PROVIDERS AND PARTNERS TO OFFER MORE COMPREHENSIVE AND ACCESSIBLE RESOURCES AS FEASIBLE AND INCREASE THE AHA'S PRESENCE IN THE COMMUNITY.
- 4. Enhance the Family Self-Sufficiency program, utilizing Moving to Work and other flexibilities where appropriate, as long as HUD provides funding.
- 5. RE-EVALUATE LANGUAGE ACCESS PLAN (LAP) IN 2025 AND CONTINUE TO PROVIDE MATERIALS IN MULTIPLE LANGUAGES AS OUTLINED IN THE LAP.
- 6. CONTINUE TO PROVIDE EDUCATIONAL MATERIALS ON FAIR HOUSING LAWS AND REASONABLE ACCOMMODATION UNDER AMERICANS WITH DISABILITIES ACT (ADA) TO NEW PARTICIPANTS, OWNERS AND PROGRAM PARTICIPANTS.
- 7. EXPAND AND IMPROVE CURRENT ONLINE TENANT AND LANDLORD SERVICES FOR CONVENIENT COMMUNICATION WITH AHA AND REDUCTION OF STAFF TIME PROCESSING.
- 8. STRIVE TO IMPROVE ACCESS TO TECHNOLOGIES AND BROADBAND INFRASTRUCTURE FOR RESIDENTS AT AUTHORITY-OWNED UNITS AND VOUCHER PARTICIPANTS INCLUDING RESEARCHING FUNDING OPPORTUNITIES AND COMMUNITY PROGRAMS.

#### GOAL #3: IMPROVE THE AGENCY'S OPERATIONS BY USING RESOURCES EFFECTIVELY AND EFFICIENTLY.

- 1. AUTOMATE MANUAL AGENCY PROCESSES TO IMPROVE ACCURACY AND FREE UP STAFF FOR HIGHER LEVEL ANALYTICAL TASKS.
- Update and finalize Standard Operating Procedures across all departments to standardize and consolidate agency policies, procedures, and electronic files.
- 3. Investigate the applicability, feasibility and usefulness of stepped and tiered rents as allowed under MTW after participation in the Landlord Cohort study.
- 4. CONTINUE TO CREATE DASHBOARDS OF KEY PERFORMANCE METRICS AND UTILIZE REPORTING CAPABILITIES TO TRACK PROGRAM ACCOMPLISHMENTS AND PERFORMANCE.
- 5. ASSESS CURRENT TECHNOLOGY SYSTEMS, INCLUDING THE UTILIZATION OF THESE SYSTEMS, AND WHEN FEASIBLE, IMPROVE CURRENT SYSTEMS AND PRACTICES AND INTRODUCE NEW TECHNOLOGIES.
- 6. STAY UP TO DATE ON BEST PRACTICES REGARDING DATA SECURITY AND INTEGRITY AND BUILD IN REDUNDANCIES.
- 7. UTILIZE LONG-TERM FINANCIAL FORECASTING AND AHA'S ORGANIZATIONAL RESERVES POLICY TO BE FINANCIALLY PREPARED FOR FUTURE PROJECTS
- 8. CONTINUE TO IMPLEMENT PROACTIVE RISK MANAGEMENT STRATEGIES TO PROMOTE THE HEALTH AND SAFETY OF TENANTS AND STAFF MEMBERS.

#### GOAL #4: RECRUIT QUALIFIED STAFF AND FOCUS ON RETENTION AND PROFESSIONAL ADVANCEMENT OF CURRENT STAFF

- 1. CONTINUE TO PROVIDE ROBUST TRAINING, CROSS-TRAINING, AND OPPORTUNITIES FOR PROFESSIONAL DEVELOPMENT FOR STAFF.
- 2. CONTINUE TO PROVIDE OPPORTUNITIES FOR STAFF TO MEET WITH AND LEARN FROM INDUSTRY PROFESSIONALS.
- 3. IMPROVE WORKSPACE FOR STAFF, WITHIN CERTAIN FINANCIAL AND PHYSICAL LIMITATIONS.
- 4. Convert the AHA main office maintenance garage into offices and community space to allow all staff to work from one location.
- 5. UPDATE THE SUCCESSION PLAN AND PROVIDE CROSS TRAINING WHERE NECESSARY.
- 6. REGULARLY CONDUCT JOB CLASSIFICATION STUDIES, COMPENSATION STUDIES, AND CUSTOMER FEEDBACK SURVEYS.

**B.3** Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

## GOAL1: WORK WITH COMMUNITY PARTNERS TO OPTIMIZE AFFORDABLE HOUSING AND SERVICES FOR THE ALAMEDA COMMUNITY.

OBJECTIVE A) DISCUSS OPTIONS FOR ADDRESSING THE HOUSING CRISIS BY SERVING HOUSEHOLDS AT 60-120% OF THE AREA MEDIAN INCOME.

Regarding the North Housing Project, a 12-acre former Naval site, the Housing Authority of the City of Alameda (AHA) has an expected completion date of August 2025, creating 586 new affordable homes. AHA's active project pipeline includes five sites, two of which broke ground in 2024 and are 50% complete. Our projects in construction include over 100 housing units, with 60 units reserved as permanent supportive housing. In September 2023, the AHA closed permanent financing for Rosefield Village, a site of 92 units of affordable, work force housing (aimed at serving households between 60-80% AMI), and transitioned the property to stabilized operations reaching 100% occupancy.

## OBJECTIVE B) COLLABORATE WITH HOMELESS HOUSING SERVICE PROVIDERS TO IMPLEMENT A PLAN TO HOUSE THE FORMERLY HOMELESS AT THE NORTH HOUSING SITE.

The first 109 units available across two buildings (Estuary I and Linnet Corner) will be provided to unhoused or formerly unhoused, military veterans, and/or seniors 62 and up with onsite services and comprehensive case management provided by Building Futures along with the Alameda Point Collaborative at Estuary I and LifeSTEPS at Linnet Corner. We will continue to partner with FPI Management for all leasing and property management services at these sites.

## OBJECTIVE C) EXPLORE PROGRAM ENHANCEMENTS AND CONTINUE OUTREACH TO RECRUIT AND RETAIN LANDLORDS IN THE HCV PROGRAM.

Progress: The Authority has strengthened existing relationships by maintaining and expanding services by offering a landlord portal and redesigning the Authority's website to emphasize the importance of landlord participation. During the 2023-24 fiscal year, AHA distributed \$153,000 worth of financial incentives to AHA's Housing Choice Voucher landlords as part of the landlord cohort under Moving-to-Work (MTW). With the implementation of the landlord incentives, we have successfully brought onboard 41 new City of Alameda private market landlords to provide more affordable housing options to our low-income tenants. Between March and April 2024, an extensive landlord survey was conducted, and feedback was received on how to improve future relations by targeting key areas such as customer service and quick response times.

## OBJECTIVE D) ASSESS GAPS IN RESIDENT SERVICES AND EXPLORE NEW PARTNERS FOR ENHANCED SERVICES WHEN FEASIBLE.

Progress: To inform and educate the public, the AHA consistently distributes a quarterly tenant newsletter, development pipeline newsletter, and biennial newsletters for landlords and government officials and holds an annual workshop for landlords. The AHA continues to publicly present to the Alameda City Council and its commissions, and the Board of AUSD, as needed, and holds monthly meetings with AHA landlords about the Landlord portal and quarterly meetings with various local organizations.

OBJECTIVE E) CONTINUE TO COORDINATE WITH THE CITY AND REFER LANDLORDS TO THE CITY'S RESIDENTIAL REHABILITATION PROGRAM, INCLUDING ADVERTISING IN THE HOUSING PROGRAM'S DEPARTMENT LANDLORD NEWSLETTER.

Progress: The Authority continues to refer landlords to the city's rental and residential rehabilitation program.

#### GOAL2: USE RESOURCES EFFICIENTLY TO OPERATE IN A SUSTAINABLE MANNER.

OBJECTIVE A) AUTOMATE ACCOUNTING SYSTEMS TO FREE UP STAFF FOR HIGHER LEVEL ANALYTICAL TASKS. Progress: The AHA has continued to utilize, expand, and research automated accounting systems to improve overall performance by implementing a claim management process, an automated system for staff to scan and submit invoices, and a journal entry approval process.

## OBJECTIVE B) IMPLEMENT ON-LINE TENANT AND LANDLORD SERVICES FOR CONVENIENT COMMUNICATION WITH AHA AND REDUCTION OF STAFF TIME PROCESSING.

Progress: The AHA utilizes Yardi's online Landlord and Vendor Portals, Rent Café for recertifications, and an Intake Portal for applicants. These systems and the available tracking have streamlined most outward-facing processes, which has resulted in a significant reduction in staff's processing time.

## OBJECTIVE C) REHABILITATE AHA'S PROPERTIES IN ACCORDANCE WITH THE BOARD-APPROVED CAPITAL IMPROVEMENTS PLAN BASED ON PORTFOLIO CAPITAL NEEDS ASSESSMENTS.

Progress: Property rehabilitation finished according to the near-term capital improvements plan including the repair of the balconies at Independence Plaza and replacement of the roof at Anne B. Diament. Data from Capital Needs Assessments, appraisals, and accessibility studies are being utilized to conduct financial feasibility analyses on Independence Plaza, China Clipper, and Esperanza regarding needs and opportunities for renovation. The AHA has also implemented a risk prevention program to conduct site visits of properties to identify current and potential risks that need to be corrected.

## OBJECTIVE D) ANALYZE THE OPTION OF APPLYING FOR MOVING TO WORK (MTW) STATUS TO OBTAIN GREATER FLEXIBILITY WITHIN HUD REGULATIONS.

Progress: The Authority received an executed Moving To Work (MTW) Amendment to the Annual Contributions Contract (ACC) dated March 23, 2022, officially designating the Authority as an MTW Agency. Since then the AHA has submitted 3 MTW Supplements for FY 2022-2023, FY 2023-2024, and 2024-2025 and has received approval for all of its activities under the MTW Supplements for FY 2022-2023 and FY 2023-2024. These activities include landlord incentives and pre-qualifying inspections to encourage more landlords to participate in the HCV program. The reduced administrative burden as a result of the AHA's approved triennial reexamination MTW activity has allowed staff to conduct in-person reexaminations which will allow staff to assist participants needing assistance or training on how to complete an annual or interim recertification through the online portal.

#### GOAL3: RETAIN AND RECRUIT EXCELLENT STAFF.

#### OBJECTIVE A) CONTINUE TO PROVIDE ROBUST TRAINING AND CROSS-TRAINING FOR STAFF.

Progress: The AHA continues its 6- to 12-month training plan process for new employees, with extensive cross training for all staff. Online training continues to be expanded, particularly for new hires, including agency policies and procedures, Yardi software training, and mandatory training such as Fair Housing, Sexual Harassment, cyber training, customer service, and specialized software. The annual Brown Act training continues to be provided in person. Staff across various departments have also received the following trainings to name a few: Housing Quality Standards (HQS) inspections, Housing Choice Voucher program including eligibility, rent calculation, and continued occupancy, Asset Management, Housing Choice Voucher Supervisor and Manager, Low Income Housing Tax Credit, and Procurement. The AHA has created a pilot program, which staff has already utilized, to provide stipends to staff to be used for career development and training. Monthly staff meetings are now held inperson and include department reports each month to facilitate broader cross-agency communications, updates on work in progress, and presentations from the event committee regarding broader social and environmental justice topics. The Events Committee also plans and facilitates monthly staff events which promote staff interaction and foster job satisfaction.

#### OBJECTIVE B) IMPROVE WORKSPACE FOR STAFF, WITHIN CERTAIN FINANCIAL AND PHYSICAL LIMITATIONS.

Progress: Ergonomic assessments are completed for all new hires, typically within two weeks, and for ongoing staff at their request to assess and improve workspaces.

## OBJECTIVE C) CONDUCT A JOB CLASSIFICATION AND COMPENSATION STUDY TO ENSURE AHA'S COMPENSATION PACKAGE REMAINS COMPETITIVE IN THE MARKETPLACE.

Progress: An update to the public sector compensation studies was completed and implemented in 2022, including all exempt and non-exempt positions with the exception of contract staff such as the Resident Manager and Executive Director positions. The public sector compensation studies were updated in July 2023 for Director and Exempt level positions.

#### GOAL4: ENSURE FINANCIAL PREPAREDNESS FOR FUTURE CHALLENGES.

## OBJECTIVE A) ADOPT A DASHBOARD OF KEY PERFORMANCE METRICS TO TRACK PROGRAM ACCOMPLISHMENTS AND FINANCIAL PERFORMANCE.

Progress: The AHA has created dashboards for housing programs, asset management and property management to review progress and make informed decisions. These key metrics are included in the monthly Board of Commissioners packet which is publicly available.

## OBJECTIVE B) SECURE FUNDING FOR AHA'S PIPELINE OF AFFORDABLE HOUSING DEVELOPMENTS AND COMPLETE THESE PROJECTS IN A COST-EFFECTIVE AND TIMELY MANNER.

Progress: The AHA has received 10 Stability Vouchers that it applied for in 2022 and continues to receive funding for Emergency Housing Vouchers and Housing Assistance Payments. A local housing trust fund was created in 2021 to leverage funds. In June 2023, the Board authorized the Executive Director to fund the North Housing Master Plan costs of \$4,000,000 with short to midterm use of AHA reserves, agency operating funds, and HUD Moving-To-Work (MTW) fungibility. ICD has also received Reserve Policy permanent loan commitments totaling \$12,938,000 for the North Housing project. Predevelopment funds up to \$7,500,000 have been approved for the three phases of the North Housing Plan.

#### OBJECTIVE C) CONTINUE THE FAMILY SELF-SUFFICIENCY PROGRAM AS LONG AS HUD PROVIDES FUNDING.

Progress: The AHA has received continued Family Self-Sufficiency (FSS) funding and is contracted with a professional social services provider to offer enhanced online services for FSS participants. The FSS coordinator continues to provide services including, but not limited to, personal coaching of life skills, communication with tenants and landlords, and changes in annual recertification procedures, referrals to legal and mediation services, College of Alameda Career and Employment Center, and Alameda County Social Services, and one-on-one and virtual monthly checkins.

## OBJECTIVE D) PROVIDE PARTICIPANTS WITH FINANCIAL LITERACY AND RECOMMEND HOMEBUYER EDUCATION CLASSES AS APPLICABLE.

Progress: The AHA continues to provide social services which are available to participants, applicants, and tenants. These include Legal Assistance, Housing Counseling, Fair Housing Consultation and Referral Services. The AHA has revised its organizational chart to include several positions to help support the implementation of MTW, new development projects, and increased operational needs.

#### OBJECTIVE E) CREATE AN ORGANIZATIONAL RESERVES POLICY.

Progress: The Authority presented a formal Reserves Policy to the Board of Commissioners in October 2021, with an amendment to the Reserves Policy in May 2022. This included an emphasis in sufficient operating and housing assistance payment reserves with preparation for future housing development and deferred maintenance of the existing real estate portfolio, while leveraging other sources of funds to further the Authority's mission.

#### GOAL5: MAINTAIN AND IMPROVE DATA INTEGRITY AND COLLECTION.

## OBJECTIVE A) REVIEW INFORMATION TECHNOLOGY SYSTEMS AND SECURITY ON THOSE SYSTEMS AGAINST CURRENT BEST PRACTICES.

Progress: The AHA continues to review and update systems to ensure that it stays current with industry practices and up-to-date on system security. After rising concerns about ChatGPT, the AHA IT Governance Committee discussed the issue and in July 2023 the AHA prohibited the use of AI technologies, including accessing websites like ChatGPT or similar platforms, and preventing the entry of AHA data into AI systems. This policy will protect sensitive data and PII, maintain the integrity of proprietary and internal information, and ensure compliance with data protection regulations. Staff continues to update and expand standard operating procedures for AHA's IT-related operations including new SOPs for creating recurring work orders in Yardi and processing IT support tickets. In 2021 the physical servers and back-up systems were upgraded, with greatly improved security, storage, and access features. Additional hardware, including laptops and cell phones, was deployed to staff. In 2021, the Authority implemented a comprehensive cyber awareness program consisting of integrated software solutions to combat attacks and provide staff

training to increase awareness of cyber-attacks. In 2023, the AHA has also expanded the use of Multi-Factor Authentication (MFA) for its systems. In 2024, the AHA launched SharePoint which is a secure way to share documents.

#### OBJECTIVE B) AUTOMATE PROCESSES TO IMPROVE EFFICIENCY AND ACCURACY.

Progress: The AHA continues to expand and optimize its paperless and mobile integration, including online forms, automated communications, and online capability to complete regular recertifications, interim recertifications, and the intake process. The AHA also moved its vendors and landlords to use Electronic Funds Transfer (EFTs). The AHA implemented an online Board meeting solution including specialized software to manage the Board of Commissioners' agendas. The AHA also purchased equipment to allow for hybrid meetings. The AHA partnered with ECS Imaging to provide training of its Laserfiche repository for all staff. The AHA has also created online forms for its training requests, reimbursement requests, MTW landlord incentives and vacancy loss payments, and MTW hardship forms. The AHA has also worked with its online vendor to update its systems to more easily implement its triennial reexamination and HQS inspection MTW activities. The HR department has selected to use HMIS software and will begin implementing the software starting with onboarding which automates the onboarding process. Additionally, the HR department collects information from employees who are leaving the AHA and presents the exit data once every two years.

## GOAL6: IMPROVE THE QUALITY OF LIFE OF RESIDENTS WHILE MAINTAINING EFFICIENT AND EFFECTIVE OPERATIONS OF HOUSING AUTHORITY UNITS.

OBJECTIVE A) CONTINUE TO OFFER RESIDENT SUPPORTIVE SERVICE FOR ALL AUTHORITY-OWNED UNITS ON-SITE. Progress: The Authority launched the Ombudsman program in 2021, which is a solution-oriented community resource available to all Authority tenants, program participants, landlords, and other community organizations that represent Authority tenants or clients. This program reinforces our existing educational materials and continues to provide resident supportive services for all tenants and participants in the programs operated by the Housing Programs Department. The AHA's nonprofit arts partner, Drawbridge, and City of Alameda Recreation and Parks Department Mobile Recreation Program have weekly activities for children living at all AHA properties and the Alameda Food Bank continues to provide food at these activities. Alameda Food Bank provides food and LifeSTEPS manages food distribution to AHA properties twice a month at two different properties. LifeSTEPS continues to conduct in-person meetings with residents to provide aid and link families to financial and social service agencies. The Boys and Girls Club partnership continues to allow access to the program to minors in AHA's units and programs. In September 2022, the AHA's website received an Award of Distinction from the California Association of Public Information Officers for exceeding industry standards in quality and achievement. In the beginning of 2023, the AHA reinstated our in-person Rent Café Workshops to assist with the online recertification and interim portal. The AHA also provides letters explaining available supportive services for those facing eviction and has quarterly social services meetings for all participants. The AHA has also done outreach, including social media blasts, for the City of Alameda's Guaranteed Basic Income Pilot Program and worked with LifeSTEPS to help participants apply for the program.

OBJECTIVE B) CONTINUE TO PROVIDE EDUCATIONAL MATERIALS ON FAIR HOUSING LAWS AND REASONABLE ACCOMMODATION UNDER AMERICANS WITH DISABILITIES ACT (ADA) TO NEW PARTICIPANTS, OWNERS AND PROGRAM PARTICIPANTS.

Progress: Educational materials on Fair Housing laws and reasonable accommodation under the Americans with Disabilities Act is provided at briefings, terminations, and at various points of contact with applicants and participants. In 2021, we launched an online Reasonable Accommodations Request form and continued to provide fair housing information through newsletters.

OBJECTIVE C) RE-EVALUATE LANGUAGE ACCESS PLAN (LAP) IN 2020 AND CONTINUE TO PROVIDE MATERIALS IN MULTIPLE LANGUAGES AS OUTLINED IN THE LAP.

Progress: The Language Access Plan (LAP) update was completed, and outreach continues to be conducted in all languages listed in the updated LAP.

#### GOAL7: EXPAND HOUSING CHOICE THROUGHOUT THE CITY OF ALAMEDA.

#### OBJECTIVE A) IDENTIFY OPPORTUNITIES FOR PRESERVATION AND/OR ACQUISITION OF AFFORDABLE UNITS.

Progress: The board and staff continue to review options for expanding the Authority's portfolio of affordable housing units. In April 2023, the Pulte Homes townhomes were fully purchased. In addition, the AHA stepped in to avoid foreclosure on a moderate-income inclusionary unit, taking ownership so that this home would retain the affordability restrictions. The Housing Development Department continues to work on Estuary I, Estuary II, and Linnet Corner (also referred to as the North Housing Project). Estuary I will provide 45 units of permanent supportive housing for formerly homeless individuals (including an award of 40 PBVs), Estuary II will provide 46 units of permanent supportive housing for formerly homeless individuals (selected for an award of 40 PBVs), and Linnet Corner will provide 64 affordable units for seniors aged 62 years and over with 16 of these units for senior, homeless veterans (including an award of 40 PBVs). Rosefield achieved 100% lease up of its tax credit units (89 units, including 23 project-based voucher units) as of October 31, 2022. Permanent Loan Conversion for Rosefield Village occurred in September

#### OBJECTIVE B) FORM PARTNERSHIPS TO MAXIMIZE NEW AFFORDABLE UNITS.

Progress: In March 2023, there was a ceremonial signing event at Rica Vista Apartments which preserves the affordability of up to 132 units at the Rica Vista Apartments for the next 55 years which was a collaborative effort between the AHA, the City of Alameda, and Lincoln Avenue Capital.

OBJECTIVE C) CONTINUE TO OFFER LANDLORD INCENTIVES AS APPROVED BY THE BOARD OF COMMISSIONERS. Progress: Starting July 2023, the AHA offers 4 landlord incentives under its MTW program for: new units in the HCV program, returning units to the HCV program, units that pass the initial HQS the first-time, and accessible units.

OBJECTIVE D) PROVIDE HOUSING TO PERSONS EXPERIENCING HOMELESSNESS THROUGH THE MODERATE REHABILITATION, PROJECT-BASED VOUCHER (PBV), SHELTER PLUS CARE AND VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAMS AS APPROPRIATE WITH CONTRACTS.

Progress: On June 5, 2023, the AHA was notified it was receiving an allocation of ten (10) Stability Vouchers (SV) effective July 1, 2023. The AHA reached an agreement with the Housing Authority of the County of Alameda (HACA) to reallocate 20 Veteran Affairs Supportive Housing (VASH) vouchers to the AHA. The AHA is working on a similar agreement with the Housing Authority of the City of Oakland (OHA). In 2021,

|     | the Authority was awarded fifty-seven (57) Emergency Housing Vouchers (EHV) from HUD. The AHA has also signed its contract renewals for the Moderate Rehabilitation and Shelter Plus Care programs. In 2022 the Authority signed two Housing Assistance Payments (HAP) contracts for 40 units (23 at Rosefield Village and 17 at Eden Housing's Family site, The Starling).  |
|-----|--|
|     | OBJECTIVE E) EVALUATE AND APPLY FOR NEW FUNDING SOURCES FROM HUD WHERE CAPACITY AND NEED EXIST,  |
|     | INCLUDING VASH AND MTW AS ELIGIBLE. Progress: The Housing Authority of the City of Alameda (AHA) has implemented a Faircloth to RAD (Rental Assistance Demonstration) conversion to utilize its 120-unit Faircloth limit at Independence Plaza to provide up to 120 PBV units. Additionally, the AHA collaborated with the HUD Field Office and the Regional Housing Authority to assume 176 units of Faircloth Authority.   |
|     | OBJECTIVE F) ISSUE REQUESTS FOR PROPOSALS FOR PROJECT-BASED VOUCHERS, AS FUNDING AND CAPACITY ALLOW, TO LEVERAGE THE VOUCHERS TO OBTAIN MORE FUNDING FROM OTHER SOURCES.  Progress: The Authority also completed two Request for Proposals resulting in the selection of an additional 160 units under the Project-Based Voucher program. During 2021, Housing Assistance Payments Contracts were signed on 50 new Project-Based Voucher (PBV) units including 25 under the Veteran Affairs Supportive Housing (VASH) program.   |
| B.4 | Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.  |
|     | The AHA is committed to ensuring that victims covered under VAWA receive all the information and protections entitled to them. Staff are trained on the provisions of VAWA and one staff member is assigned to assist victims when a situation is brought to a staff member's attention. Management reminded staff about the resources available to victims of domestic violence and made sure they had this information readily available to provide when needed. Also, a page is dedicated to VAWA on the AHA's website with an explanation of the protections, how to get more information, a link to the needed form, and a link to the Emergency Transfer Plan for the Agency.  |
|     | See the AHA's website for the AHA's VAWA-related policies and for additional information about the administration of this policy, please refer to the AHA's Administrative Plan.   |
| C.  | Other Document and/or Certification Requirements.  |
| C.1 | <b>Significant Amendment or Modification</b> . Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.  |
|     |  |
|     | The Housing Authority of the City of Alameda defines a "substantial deviation of significant amendment or modification" for both its Five-Year and Annual Plans as one that meets all of the following qualifications:  a. Is discretionary (rather than mandated by HUD or other government entity);  b. Fundamentally changes the policies of the Housing Authority;  c. Requires formal approval of the Board of Commissioners; and  d. Would result in changes to a Streamlined Plan submission.   |
| C.2 | <ul> <li>and Annual Plans as one that meets all of the following qualifications:</li> <li>a. Is discretionary (rather than mandated by HUD or other government entity);</li> <li>b. Fundamentally changes the policies of the Housing Authority;</li> <li>c. Requires formal approval of the Board of Commissioners; and</li> </ul>  |
| C.2 | and Annual Plans as one that meets all of the following qualifications:  a. Is discretionary (rather than mandated by HUD or other government entity);  b. Fundamentally changes the policies of the Housing Authority;  c. Requires formal approval of the Board of Commissioners; and  d. Would result in changes to a Streamlined Plan submission.  |
| C.2 | and Annual Plans as one that meets all of the following qualifications:  a. Is discretionary (rather than mandated by HUD or other government entity);  b. Fundamentally changes the policies of the Housing Authority;  c. Requires formal approval of the Board of Commissioners; and  d. Would result in changes to a Streamlined Plan submission.   Resident Advisory Board (RAB) Comments.  (a) Did the RAB(s) have comments to the 5-Year PHA Plan?  Y N   |
| C.2 | and Annual Plans as one that meets all of the following qualifications:  a. Is discretionary (rather than mandated by HUD or other government entity);  b. Fundamentally changes the policies of the Housing Authority;  c. Requires formal approval of the Board of Commissioners; and  d. Would result in changes to a Streamlined Plan submission.  Resident Advisory Board (RAB) Comments.  (a) Did the RAB(s) have comments to the 5-Year PHA Plan?   |
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|     | and Annual Plans as one that meets all of the following qualifications:  a. Is discretionary (rather than mandated by HUD or other government entity);  b. Fundamentally changes the policies of the Housing Authority;  c. Requires formal approval of the Board of Commissioners; and  d. Would result in changes to a Streamlined Plan submission.  Resident Advisory Board (RAB) Comments.  (a) Did the RAB(s) have comments to the 5-Year PHA Plan?  Y N  S D  W  (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.   |
|     | and Annual Plans as one that meets all of the following qualifications:  a. Is discretionary (rather than mandated by HUD or other government entity); b. Fundamentally changes the policies of the Housing Authority; c. Requires formal approval of the Board of Commissioners; and d. Would result in changes to a Streamlined Plan submission.  Resident Advisory Board (RAB) Comments.  (a) Did the RAB(s) have comments to the 5-Year PHA Plan?  Y N  S Comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.  Certification by State or Local Officials.  Form HUD-50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the  |
|     | and Annual Plans as one that meets all of the following qualifications:  a. Is discretionary (rather than mandated by HUD or other government entity);  b. Fundamentally changes the policies of the Housing Authority;  c. Requires formal approval of the Board of Commissioners; and  d. Would result in changes to a Streamlined Plan submission.  Resident Advisory Board (RAB) Comments.  (a) Did the RAB(s) have comments to the 5-Year PHA Plan?  Y N  S  (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.  Certification by State or Local Officials.  Form HUD-50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.   |
| C.3 | and Annual Plans as one that meets all of the following qualifications:  a. Is discretionary (rather than mandated by HUD or other government entity);  b. Fundamentally changes the policies of the Housing Authority;  c. Requires formal approval of the Board of Commissioners; and  d. Would result in changes to a Streamlined Plan submission.  Resident Advisory Board (RAB) Comments.  (a) Did the RAB(s) have comments to the 5-Year PHA Plan?  Y N  S  (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.  Certification by State or Local Officials.  Form HUD-50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.  Will attach to final copy.   |
| C.3 | and Annual Plans as one that meets all of the following qualifications:  a. Is discretionary (rather than mandated by HUD or other government entity);  b. Fundamentally changes the policies of the Housing Authority;  c. Requires formal approval of the Board of Commissioners; and  d. Would result in changes to a Streamlined Plan submission.  Resident Advisory Board (RAB) Comments.  (a) Did the RAB(s) have comments to the 5-Year PHA Plan?  Y N  □ ⊠  (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.  Certification by State or Local Officials.  Form HUD-50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.  Will attach to final copy.  Required Submission for HUD FO Review. |

| D.  | Affirmatively Furthering Fair Housing (AFFH).   |
|-----|---|
| D.1 | Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)  Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(a) enacted prior to August 17, 2015. See Instructions fo further detail on completing this item.  Not Applicable — AHA is a non-qualified PHA and as such this section will be filled out on the Annual PHA Plan.  Fair Housing Goal:  Describe fair housing strategies and actions to achieve the goal |
|     | Fair Housing Goal:  |
|     | Describe fair housing strategies and actions to achieve the goal  |
|     | Fair Housing Goal:  |
|     | Describe fair housing strategies and actions to achieve the goal  |

#### Instructions for Preparation of Form HUD-50075-5Y - 5-Year PHA Plan for All PHAs

- A. PHA Information. All PHAs must complete this section. (24 CFR § 903.4)
  - A.1 Include the full PHA Name, PHA Code, PHA Fiscal Year Beginning (MM/YYYY), Five-Year Period that the Plan covers, i.e. 2019-2023, PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the hearing and proposed PHA Plan.
    - PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

#### B. Plan Elements.

- **B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR § 903.6(a)(1))
- **B.2** Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years. (24 CFR § 903.6(b)(1))
- **B.3 Progress Report**. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. (24 CFR § 903.6(b)(2))
- **B.4** Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR § 903.6(a)(3)).

#### C. Other Document and/or Certification Requirements.

C.1 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32, REV 2.

#### C.2 Resident Advisory Board (RAB) comments.

- (a) Did the public or RAB have comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR § 903.17(b), 24 CFR § 903.19)

#### C.3 Certification by State or Local Officials.

Form HUD-50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.

#### C.4 Required Submission for HUD FO Review.

Challenged Elements.

- Did the public challenge any elements of the Plan?
- (b) If yes, include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

#### D. Affirmatively Furthering Fair Housing.

(Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)

**D.1** Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ...." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D.; nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low-income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 1.64 hours per year per response or 8.2 hours per response every five years, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.



# Streamlined Annual PHA Plan (HCV Only PHAs) U.S. Department of Housing and Urban Development Office of Public and Indian Housing U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 03/31/2024

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

#### Definitions.

- (1) *High-Performer PHA* A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on <u>both</u> the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) Small PHA A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) Housing Choice Voucher (HCV) Only PHA A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) *Troubled PHA* A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) Qualified PHA A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

| PHA Information.   |   |  |  |  |
|--|---|--|--|--|
| PHA Name: HOUSING AUTHORITY OF THE CITY OF ALAMEDA PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2025 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs): 1939 PHA Plan Submission Type: Annual Submission  Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan Elements, and all information relevant to the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.  The Annual PHA Plan and Elements, including the MTW Supplement, for the period starting July 1, 2025, and ending June 30, 2026, are available at: 701Atlantic Avenue, Alameda, CA 94501. The Annual Plan and MTW Supplement are also available at the Housing Authority of the City of Alameda's website at www.alamedahsg.org. |   |  |  |  |
| Participating PHAs   | PHA Code  | Program(s) in the Consortia  | Program(s) not in the  | No. of Units in Each Program   |
| Lead HA:   |   |  | Consortia  |  |
|  | PHA Name: HOUSING AUT PHA Plan for Fiscal Year Be PHA Inventory (Based on An Number of Housing Choice of PHA Plan Submission Type:  Availability of Information. A PHA must identify the speciand proposed PHA Plan are av reasonably obtain additional ir submissions. At a minimum, I encouraged to post complete P  The Annual PHA Pl. 1, 2025, and ending The Annual Plan and Alameda's website as  PHA Consortia: (Check be Participating PHAs | PHA Name: HOUSING AUTHORITY OF T PHA Plan for Fiscal Year Beginning: (MM/ PHA Inventory (Based on Annual Contributi Number of Housing Choice Vouchers (HCV PHA Plan Submission Type: ☑ Annual Su  Availability of Information. In addition to the A PHA must identify the specific location(s) of and proposed PHA Plan are available for inspectationably obtain additional information of the submissions. At a minimum, PHAs must post encouraged to post complete PHA Plans on the The Annual PHA Plan and Ele 1, 2025, and ending June 30, 2 The Annual Plan and MTW Su Alameda's website at www.ala ☐ PHA Consortia: (Check box if submitting Participating PHAs  PHA Code | PHA Name: HOUSING AUTHORITY OF THE CITY OF ALAMEDA PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2025 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of Number of Housing Choice Vouchers (HCVs): 1939 PHA Plan Submission Type: ☑ Annual Submission ☐ Revised An Availability of Information. In addition to the items listed in this form, PHAs m A PHA must identify the specific location(s) where the proposed PHA Plan, PHA and proposed PHA Plan are available for inspection by the public. Additionally, reasonably obtain additional information of the PHA policies contained in the star submissions. At a minimum, PHAs must post PHA Plans, including updates, at the encouraged to post complete PHA Plans on their official website.  The Annual PHA Plan and Elements, including the MT1, 2025, and ending June 30, 2026, are available at: 70. The Annual Plan and MTW Supplement are also available Alameda's website at www.alamedahsg.org.  □ PHA Consortia: (Check box if submitting a joint Plan and complete table bell Participating PHAs PHA Code Program(s) in the Consortia | PHA Name: HOUSING AUTHORITY OF THE CITY OF ALAMEDA PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/2025 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs): 1939 PHA Plan Submission Type: ☑ Annual Submission ☐ Revised Annual Submission  Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed bel A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all informat and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide informat reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office encouraged to post complete PHA Plans on their official website.  The Annual PHA Plan and Elements, including the MTW Supplement, for 1, 2025, and ending June 30, 2026, are available at: 701Atlantic Avenue, A The Annual Plan and MTW Supplement are also available at the Housing A Alameda's website at www.alamedahsg.org.  □ PHA Consortia: (Check box if submitting a joint Plan and complete table below)  Program(s) not in the Consortia |

| В.  | Plan Elements.  |  |                                     |   |   |
|-----|---|--|-------------------------------------|---|---|
| B.1 | Y N    Statement of Housing   Deconcentration and   Financial Resources.   Rent Determination.   Operation and Mana   Informal Review and   Homeownership Prog   Self Sufficiency Prog   Substantial Deviation   Significant Amendment   Hother | Plan elements by Needs and Str. Other Policies gement. Hearing Procgrams. rams and Treat. for any elementary policies, Als interim or an days as deternimist errors in ectly to the ten oactively; (f) resion of the whom income determine the prince of the whom income determines arterly. | tment of Income Changes Resulti     | eeds.  a, and Admissions.  element(s):  g: (a) non-enforcement of assese self-certification of real properting to school, unpaid employ the erminations will be paid out to be define timely reporting of chart least one member of the famouse to remove the family memouse EIV during interim reexangles. | t limitations for all families at erty ownership; (c) allow for a rment (e.g. unpaid internship, o landlords first if the tenant is anges as within 14 days and will lily will lead to termination of ber to avoid termination; (g) ninations but will review the EIV |
| B.2 | review period. This revision  New Activities. – Not Applica   |  | the creation of a new wait list for | our Faircloth to RAD properti   | es  |

#### **B.3** Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

GOAL 1: WORK WITH COMMUNITY PARTNERS TO OPTIMIZE AFFORDABLE HOUSING AND SERVICES FOR THE ALAMEDA COMMUNITY.

Regarding the North Housing Project, a 12-acre former Naval site, the Housing Authority of the City of Alameda (AHA) has an expected completion date of August 2025 for the first phase. When complete, this project will create 586 new affordable homes. AHA's active project pipeline includes five sites, two of which broke ground in 2024 and are 50% complete. Our projects in construction include over 100 housing units, with 60 units reserved as permanent supportive housing. The first 109 units available across two buildings (Estuary I and Linnet Corner) will be provided to unhoused or formerly unhoused, and/or military veterans, with onsite services and comprehensive case management provided by Building Futures along with the Alameda Point Collaborative at Estuary I and LifeSTEPS at Linnet Corner. We will continue to partner with FPI Management for all leasing and property management services at these sites. In September 2023, the AHA closed permanent financing for Rosefield Village, a site of 92 units of affordable, work force housing (aimed at serving households between 60-80% AMI), and transitioned the property to stabilized operations reaching 100% occupancy. To inform and educate the public, the AHA consistently distributes a quarterly tenant newsletter, development pipeline newsletter, and biennial newsletters for landlords and government officials and holds an annual workshop for landlords. The AHA continues to publicly present to the Alameda City Council and its commissions, and the Board of AUSD, as needed, and holds monthly meetings with AHA landlords about the Landlord portal and quarterly meetings with various local organizations. The Authority has strengthened existing relationships by maintaining and expanding services by offering a landlord portal and redesigning the Authority's website to emphasize the importance of landlord participation. During the 2023-24 fiscal year, AHA distributed \$153,000 worth of financial incentives to AHA's Housing Choice Voucher landlords as part of the landlord cohort under Moving-to-Work (MTW). With the implementation of the landlord incentives, we have successfully brought onboard 41 new City of Alameda private market landlords to provide more affordable housing options to our low-income tenants. Between March and April 2024, an extensive landlord survey was conducted, and feedback was received on how to improve future relations by targeting key areas such as customer service and quick response times. The Authority continues to refer landlords to the city's rental and residential rehabilitation program.

#### GOAL 2: USE RESOURCES EFFICIENTLY TO OPERATE IN A SUSTAINABLE MANNER.

The Authority continues to utilize, expand, and research automated accounting systems to improve overall performance. One example of this is the implementation of the AHA claim management process which streamlines claims related to incidents from incident reporting to insurance reimbursement. A paperless system for staff to scan and submit invoices for approvals has been fully implemented. and utilization has become standard for new vendors; the journal entry approval process has been automated. These changes have vastly improved efficiencies in disbursement and document retention. Additionally, we continue to step away from physical documents and transfer forms into digital format through Laserfiche, such as encouraging staff to create and submit electronic reimbursement requests and other HR-related forms. We have seen an increase in utilization of AHA's on-line Landlord and Vendor Portals, as well as Yardi's Rent Café portal including an increase in online reporting of income changes between annual recertifications for participants. A recent customer survey produced by the AHA has shown that as many as 64% of all our landlords are utilizing our landlord portal, strengthening our outreach and educational efforts. Furthermore, the AHA gathered input from our landlords in key takeaways and points of improvement to maintain better relationships and communication, such as increasing access to and developing automatic notifications of rent change notices through our landlord portals. The AHA has also launched its Intake Portal for participants and applicants. The AHA continues the use of electronic submissions of Request for Tenancy Approval (RFTA) processing and owner rent increase requests. These systems and the available tracking significantly reduce staff time to process RFTAs and owner rent increases. Property rehabilitation was finished according to the near-term capital improvements plan including the repair of the balconies at Independence Plaza and replacement of the roof at Anne B. Diament. Data from Capital Needs Assessments, appraisals, and accessibility studies are being utilized to conduct financial feasibility analyses on Independence Plaza, China Clipper, and Esperanza regarding needs and opportunities for renovation. The AHA continues to conduct regular site visits of properties to identify current and potential risks that need to be corrected. The AHA works with a 3rd party management company for all property operations with continued oversight. The Authority received an executed Moving To Work (MTW) Amendment to the Annual Contributions Contract (ACC) dated March 23, 2022, officially designating the Authority as an MTW Agency. The Authority will continue to spend the next few years studying the effects of landlord incentives in the Housing Choice Voucher program on the retention and recruitment of landlords. In 2024, the AHA continues to run a total of 12 approved initial activities, all implemented July 1, 2023, along with an additional 2 activities implemented as of February 2024. We have improved efficiency with the implementation of standardizing all contract rent increases to take effect July 1 as well as allowing for self-certification of assets, thus reducing processing times. Furthermore, revisions to the Annual Plan for FY 2024-2025 included the following: (1) addition of an elderly preference to apply to waitlists, prioritizing the availability of housing to elderly individuals; (2) the creation of a new wait list for Faircloth to RAD properties, (3) combining two grouped family wait lists for the Project-Based Voucher program into one wait list and (4) allowing for payment standard increases to be implemented at every interim as allowed under HOTMA.

#### GOAL 3: RETAIN AND RECRUIT EXCELLENT STAFF.

The Authority continues its 6- to 12-month training plan process for new employees, with extensive cross training for all staff. Online training continues to be expanded, particularly for new hires, including agency policies and procedures, Yardi software training, and mandatory training such as Fair Housing, Sexual Harassment, cyber training, customer service, and specialized software. The annual Brown Act training continues to be provided in person. In 2024, Staff in the Housing Programs Department received training for customer service, Housing Quality Standards (HQS) inspections and updated training for the Housing Choice Voucher program including eligibility, rent calculation, and continued occupancy is offered frequently and was last completed by staff in 2022. In 2023, the AHA also hosted several training courses for staff including, but not limited to, asset management training, a two-day supervisor training in, the Housing Choice Voucher Supervisor and Manager training, a Defensive Driver training course and quarterly procurement trainings. AHA staff also enroll in weekly Nelrod trainings provided through its membership in that organization. The AHA continues to encourage staff to identify opportunities for career development and training as well as participating in other mandatory departmental meetings. Monthly staff meetings are now held in-person and include department reports each month to facilitate broader cross-agency communications, updates on work in progress, and presentations. The Events Committee also plans and facilitates monthly staff events which promote staff interaction and foster job satisfaction. The AHA held a Board Retreat in September 2024 to facilitate discussion and receive feedback and suggestions from the Board of Commissioners regarding the new 5-Year Plan and Strategic Plan. Ongoing compensation studies continue to take place annually to keep in line with competitive salaries including all exempt and non-exempt positions except for contract staff such as the

Resident Manager and Executive Director positions. The public sector compensation studies were updated in July 2023 for Director and Exempt level positions. Ergonomic assessments are completed for all new hires, typically within two weeks, and for ongoing staff at their request to assess and improve workspaces. During this review period there were several new hires across almost all departments and staff received promotions on either a permanent or acting basis. The AHA is continuing to grow and operates under a budgeted staff of 58 full-time employees with plans to onboard more positions for assistant directors and management analysts in the future, including the development of our Family self-sufficiency program with an FSS coordinator.

#### GOAL 4: ENSURE FINANCIAL PREPAREDNESS FOR FUTURE CHALLENGES.

The AHA has created dashboards for asset management and property management to review progress and make informed decisions. In addition, AHA utilized Yardi's Asset IQ dashboard (launched in 2022), but have since retired it and are replacing it with Data Connect from Yardi which will allow the same functionality of Asset IQ to monitor the Housing Choice Voucher program metrics along with allowing the AHA to combine financial data from both AHA and FPI for the properties to reduce staff time in preparing property reports. In the meantime, key metrics from property management and the Housing Choice Voucher program are included in the monthly Board of Commissioners packet and available to the public. The AHA has received continued Family Self-Sufficiency (FSS) funding for 2024 and is contracted with a professional social services provider to offer enhanced online services for FSS participants. By the end of March 2024, there were 2 program participant graduates from the FSS program accomplishing a combined total of \$23,000 at the end of their 5 years. Staff are looking to increase program participation and are looking to achieve a goal of 40 participants by October 2024. The AHA continues to provide social services which are available to all participants, applicants, and tenants. These services include Legal Assistance, Housing Counseling, Fair Housing Consultation and Referral Services. The AHA has received 10 Stability Vouchers that it applied for in 2022 and continues to receive funding for Emergency Housing Vouchers and Housing Assistance Payments. The AHA obtained 100% lease-up with its EHV program, but utilization continues to drop due to HUD's prohibition from issuing new EHV after September 2023 as the Stability Voucher program is designed for the same population. In June 2023, the Board authorized the Executive Director to fund the North Housing Master Plan costs of \$4,000,000 with short to midterm use of AHA reserves, agency operating funds, and HUD Moving-To-Work (MTW) fungibility. ICD has also received Reserve Policy permanent loan commitments totaling \$12,938,000 for Estuary I, Estuary II and Linnet Corner. Predevelopment funds up to \$5,500,000 have been approved for the remaining phases of the North Housing Plan. The Authority presented a formal Reserves Policy to the Board of Commissioners in October 2021, with an amendment to the Reserves Policy in May 2022 and again in May 2024. This included an emphasis on sufficient operating and housing assistance payment reserves with preparation for future housing development and deferred maintenance of the existing real estate portfolio, while leveraging other sources of funds to further the Authority's mission.

#### GOAL 5: MAINTAIN AND IMPROVE DATA INTEGRITY AND COLLECTION.

The AHA continues to review and update systems to ensure that it stays current with industry practices and up-to-date on system security. After rising concerns about ChatGPT, the AHA IT Governance Committee discussed the issue and in July 2023 the AHA prohibited the use of AI technologies, including accessing websites like ChatGPT or similar platforms, and preventing the entry of AHA data into AI systems. This policy will protect sensitive data and PII, maintain the integrity of proprietary and internal information, and ensure compliance with data protection regulations. Staff continue to update and expand standard operating procedures for AHA's IT-related operations, including new SOPs for creating recurring work orders in Yardi, processing IT support tickets, and other reoccurring functions. In 2021, the Authority implemented a comprehensive cyber awareness program consisting of integrated software solutions to combat attacks and provide annual staff training to increase awareness of cyber-attacks, In 2023, AHA expanded the use of Multi-Factor Authentication (MFA) for its systems. The AHA continues to expand and optimize its paperless and mobile integration, including online forms, automated communications, and online capability to complete regular recertifications, interim recertifications, and the intake process. The AHA contracted with several online platforms to transition into a paperless system with the implementation of Laserfiche forms, Civic Clerk to manage online Board of Commissioners agendas, moving vendors and landlords toward Electronic Funds Transfers (EFTs), and the purchasing of equipment to further allow for hybrid meetings. We have expanded our use of online platforms this past year with the inclusion of Bonfire (procurement), MyCase (legal cases), Happy Co (site inspections), and Papercut (printer management system). Additionally, on Yardi, we are currently implementing three (3) new modules: Inspection IQ, RentGrow income and asset verification, and Data Connect. The HR department is looking for a new HRIS software system as the one selected previously did not meet promised performance. Once selected, HR will begin implementing the software starting with automating onboarding processes and facilitating tracking of required documentation for new and existing employees. In the interim, HR has been utilizing the Laserfiche FORMS system to collect required documents and has expanded the onboarding program in the Aspire platform.

#### GOAL 6: IMPROVE THE QUALITY OF LIFE OF RESIDENTS WHILE MAINTAINING EFFICIENT AND EFFECTIVE OPERATIONS OF HOUSING AUTHORITY UNITS.

The Authority launched the Ombudsman program in 2021, which is a solution-oriented community resource available to all Authority tenants, program participants, landlords, and other community organizations that represent Authority tenants or clients. This program reinforces our existing educational materials and continues to provide resident supportive services for all tenants and participants in the programs operated by the Housing Programs Department. The AHA's nonprofit arts partner, Drawbridge, and City of Alameda Recreation and Parks Department Mobile Recreation Program have weekly activities for children living at all AHA properties and the Alameda Food Bank continues to provide food at these activities. Alameda Food Bank provides food and LifeSTEPS manages food distribution to AHA properties twice a month at two different properties. LifeSTEPS continues to conduct in-person meetings with residents to provide aid and link families to financial and social service agencies. The Boys and Girls Club partnership continues to allow access to the program to minors in AHA's units and programs. In the beginning of 2023, the AHA reinstated our in-person Rent Café Workshops to assist with the online recertification and interim portal. The AHA also provides letters explaining available supportive services for those facing eviction and has quarterly social services meetings for all participants. The AHA has also done outreach, including social media blasts, for the City of Alameda's Guaranteed Basic Income Pilot Program and worked with LifeSTEPS to help participants apply for the program. We are looking to further collaborate with pilot Guaranteed Basic Income programs to be implemented by the County of Alameda. Educational materials on Fair Housing laws and reasonable accommodation under the Americans with Disabilities Act is provided at briefings, terminations, and at various points of contact with applicants and participants. In 2021, we launched an online Reasonable Accommodations Request form and continue to provide fair housing information through newsletters. The Language Access Plan (LAP) update was completed, and outreach continues to be conducted in all languages listed in the updated LAP. In June 2024, AHA partnered with Alameda Municipal Power (AMP) to help program participants living in AHA-owned properties auto-enroll in the Energy Assistance Program, resulting in monthly savings for these households.

GOAL 7: EXPAND HOUSING CHOICE THROUGHOUT THE CITY OF ALAMEDA.

|     | The board and staff continue to review options for expanding the Authority's portfolio of affordable housing units. In April 2023, the Pulte Homes townhomes were fully purchased. In addition, the AHA stepped in to avoid foreclosure on a moderate-income inclusionary unit, taking ownership so that this home would retain the affordability restrictions. The Housing Development Department continues to work on Estuary I, Estuary II, and Linnet Corner (collectively referred to as the North Housing Project). Estuary I will open in 2025 and will provide 45 units of permanent supportive housing for formerly homeless individuals (including an AHAP of 40 PBVs). Linnet Corner will also open in 2025 and will provide 64 affordable units of which 16 units will be for homeless vecterans (including an AHAP of 40 PBVs). AHA is still securing funding for Estuary II which will provide 46 units of permanent supportive housing for formerly homeless individuals (selected for an award of 40 PBVs). Rosefield achieved 100% lease up of its tax credit units (89 units, including 23 project-based voucher units) as of October 31, 2022. Permanent Loan Conversion for Rosefield Village occurred in September 2023. In March 2023, 200 applicants were selected from the Housing Choice Voucher (HCV) waitlist and to date AHA staff have issued 71 vouchers. In March 2023, there was a ceremonial signing event at Rica Vista Apartments which preserves the affordability of up to 132 units at Rica Vista Apartments for the next 55 years which was a collaborative effort between the AHA, the City of Alameda, and Lincoln Avenue Capital. On June 5, 2023, the AHA was notified it was receiving an allocation of ten (10) Stability Vouchers (SV) effective July 1, 2023. Early in 2024, AHA partnered with the Housing Authority of the County of Alameda (HACA), the Oakland Housing Authority (OHA), and the Department of Veteran Affairs, to get HUD approval to successfully reallocate 36 VASH (Veteran Affairs Supportive Housing) (VASH) vouchers to the AHA. In 2021, the Authori |
|-----|--|
| B.4 | Capital Improvements. – Not Applicable   |
| B.5 | Most Recent Fiscal Year Audit.   |
|     | (a) Were there any findings in the most recent FY Audit?   |
|     | Y N N/A □ 🗵 □  |
|     | (b) If yes, please describe:   |
| C.  | Other Document and/or Certification Requirements.  |
| C.1 | Resident Advisory Board (RAB) Comments.  |
|     | (a) Did the RAB(s) have comments to the PHA Plan?  |
|     | Y N<br>□ ⊠   |
|     | (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their  |
|     | analysis of the RAB recommendations and the decisions made on these recommendations.   |
| C.2 | Certification by State or Local Officials.   |
|     |  |
|     | Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.  |
| C.3 |  |
| C.3 | PHA as an electronic attachment to the PHA Plan.   |
| C.3 | PHA as an electronic attachment to the PHA Plan.  Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.  Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations   |
|     | PHA as an electronic attachment to the PHA Plan.  Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.  Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed, must be submitted by the PHA as an electronic attachment to the PHA Plan.  Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.   |

| D.  | Affirmatively Furthering Fair Housing (AFFH).   |
|-----|---|
| D.1 | Affirmatively Furthering Fair Housing (AFFH).  Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.  Fair Housing Goal: Not Applicable  Describe fair housing strategies and actions to achieve the goal  Fair Housing Goal: Not Applicable  Describe fair housing strategies and actions to achieve the goal |
|     | Fair Housing Goal: Not Applicable  Describe fair housing strategies and actions to achieve the goal   |

## Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV-Only PHAs

- A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)
  - A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), Number of Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

- B. Plan Elements. All PHAs must complete this section. (24 CFR §903.11(c)(3))
  - **B.1 Revision of Existing PHA Plan Elements.** PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

| HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program and state the planned use for the resources. (24 CFR §903.7(c))  |
|--|
| ☐ <b>Rent Determination.</b> A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))  |
| Operation and Management. A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)).   |
| ☐ Informal Review and Hearing Procedures. A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))   |
| ☐ <b>Homeownership Programs</b> . A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))   |
| Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(I)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(I)(iii)). |
| Substantial Deviation. PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))  |
| ☐ <b>Significant Amendment/Modification</b> . PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan.   |
| If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.   |
|  |

- B.2 New Activities. This section refers to new capital activities which is not applicable for HCV-Only PHAs.
- **B.3** Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))
- B.4 Capital Improvements. This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHΔs
- **B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))
- C. Other Document and/or Certification Requirements.
  - C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
  - C.2 Certification by State of Local Officials. Form HUD-50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
  - C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed. Form HUD-50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

#### D. Affirmatively Furthering Fair Housing (AFFH).

**D.1** Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ...." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

form HUD-50075-HCV (03/31/2024)

#### NOTE FROM THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA

The Housing Authority of the City of Alameda (AHA) will be submitting form HUD-50075-MTW electronically through the Moving to Work (MTW) portal to HUD upon approval of its Board of Commissioners after a public process. Please find the original form HUD-50075-MTW on HUD's website at:

https://www.hud.gov/program\_offices/public\_indian\_housing/programs/ph/mtw/expansio\_n/mtwsupplement. This document contains the information in the HUD form, but in an easier to read format, including larger print in a format that will be accessible to persons with disabilities when posted online. Most of the instructions and questions in the document are copied directly from the form HUD-50075-MTW (01/2021).

### EXPLANATORY NOTE TO PUBLIC REVIEWERS OF THE PROPOSED MOVING TO WORK SUPPLEMENT FILLABLE FORM

The Moving to Work (MTW) Supplement collects information about policies implemented by MTW expansion agencies. MTW agencies use it to communicate their plans with residents and community stakeholders through required public comment processes, and HUD uses the information collected to monitor and evaluate the MTW demonstration program. MTW agencies will submit the MTW Supplement to HUD annually and amend as needed. HUD plans to make the MTW Supplement into a fillable form so as to reduce respondent burden and make the information collected more useful to HUD. When the MTW Supplement is available through the fillable form, it will include skip patterns<sup>1</sup> that prompt the user to populate only the sections relevant to what they are currently implementing. It will also include screening questions that will ask which waivers and associated activities they are currently implementing, plan to implement in the upcoming year, or will be discontinued in the submission year. The MTW Agency will be able to print the information from the MTW Supplement in a reader-friendly format in order to inform the public of its plans for the upcoming year. The purposes of the MTW Supplement are two-fold: it reports to HUD what is happening at the local level in a way that the Department can monitor and evaluate; and, more importantly, it informs the public about what the agency is planning and gives the public the ability to provide comment.

The MTW Supplement asks for information about each of the MTW Waivers and associated activities that are made possible by the MTW Operations Notice, Safe Harbor Waivers and Agency-Specific Waivers, and a few other types of information. MTW agencies will fill in information/data through a fillable form and the information collected will be stored in a database so that it can be analyzed by HUD. The approved forms will be posted to the MTW website for viewing by the public. For instance, it will be simple to find out how many MTW agencies and which MTW agencies are implementing each type of activity. It will also simplify reporting for the MTW agency since information will carry

<sup>&</sup>lt;sup>1</sup> A skip pattern is a question or series of questions associated with a conditional response.

over year-to-year in the fillable form so that information that does not change from year to year will be pre-populated, thereby reducing respondent burden.

This document lists the sections of the MTW Supplement and then presents the proposed questions to be included in the MTW Supplement for MTW agencies to answer annually. Throughout the online version, there will be a dropdown menu option that makes it clear as to which activities an agency is permitted to do within the safe harbors of the MTW Operations Notice, Appendix I, MTW Waivers.

#### **Sections of the MTW Supplement:**

- A. PHA Information
- B. Narrative
- C. MTW Waivers and Associated MTW Activities
- D. Safe Harbor Waivers
- E. Agency-Specific Waivers
- F. Public Housing Operating Subsidy Grant Reporting
- G. MTW Statutory Requirements
- H. Evaluations
- I. MTW Certifications of Compliance

#### Information to be Collected for MTW Activities

There are many MTW activities, subject to limitations as outlined in the MTW Operations Notice, that an MTW agency may implement. Each MTW agency will likely only engage in a subset of these MTW activities. The MTW Supplement will first ask MTW agencies to identify which MTW activities they are proposing to implement and which of those MTW activities they are already implementing. MTW agencies will subsequently be asked to provide information only about the MTW activities they are proposing to implement or are already implementing. This feature will reduce respondent burden. MTW waivers have associated MTW activities. MTW agencies are also able to combine MTW activities into their own initiatives.

MTW agencies will be asked for specific information about each MTW activity they are proposing to implement or are already implementing. There are six types of questions that could be asked about each MTW activity. The exact mix of questions will depend partly upon the MTW activity and partly upon the requirements for that MTW activity listed in the MTW Operations Notice. The six types of questions are:

- (1) Core—questions applicable to most MTW activities
- (2) Custom—questions specific to an individual MTW activity
- (3) Safe Harbor Waiver—questions asked when the MTW activity requires a Safe Harbor Waiver
- (4) Hardship Policy—questions asked when the MTW Operations Notice requires a hardship policy for the MTW activity
- (5) Impact Analysis—questions asked when the MTW Operations Notice requires an impact analysis for the MTW activity

(6) Agency-Specific Waiver—questions asked when the MTW activity requires an Agency-Specific Waiver

#### **Questions**

The questions are presented below by type, beginning with the core questions. In the final online version of the MTW Supplement, the relevant questions from each type will be asked together in relation to each MTW activity the MTW agency is proposing to implement or is already implementing. The final online version of the MTW Supplement will be set up to allow for different versions of the same MTW activity—for instance, a different minimum rent for the non-elderly/non-disabled than for the elderly/disabled. The final online version of the MTW Supplement will also be able to autofill items with information from previous years. This feature will reduce respondent burden.

Table 1, at the end of this document, lists the MTW activities and indicates which types of questions need to be asked about each one.

#### MTW SUPPLEMENT TO THE ANNUAL PHA PLAN

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

OMB. No. 2577-0226

Expires: 03/31/2024

**Purpose.** The Moving to Work (MTW) Supplement to the Annual PHA Plan informs HUD, families served by the PHA, and members of the public, about the MTW Waivers and associated activities that the MTW agency seeks to implement in the coming Fiscal Year and updates the status of MTW activities that have been previously approved. It also provides information about Safe Harbor Waivers, Agency-Specific Waivers, compliance with MTW statutory requirements, and evaluations. The MTW Supplement does not replace the PHA Plan. MTW agencies must continue to submit the applicable PHA Plan. MTW agencies that are not required to submit annual PHA Plans under the Housing and Economic Recovery Act of 2008 (HERA) must submit the MTW Supplement annually, in addition to holding public hearings, obtaining board approval, and consulting with Resident Advisory Boards (RABs) and tenant associations, as applicable, on planned MTW activities.

**Applicability.** Form HUD-50075-MTW is to be completed annually by all MTW agencies brought onto the MTW Demonstration Program pursuant to Section 239 of the Fiscal Year 2016 Appropriations Act, P.L. 114-113 (2016 MTW Expansion Statute) or legacy MTW agencies that chose to follow the requirements of the MTW Operations Notice.

**Definitions.** All terms used in this MTW Supplement are consistent with the definitions stated in the MTW Operations Notice, including:

(1) Local, Non-Traditional Activities (LNT) – Those MTW activities that use MTW funding flexibility outside of the Housing Choice Voucher (HCV) and public housing programs established in Sections 8 and 9 of the U.S. Housing Act of 1937.

- (2) Safe Harbors The additional parameters or requirements, beyond those specified in the MTW activity description itself found in the MTW Operations Notice, following each activity description, that the MTW agency must follow in implementing MTW activities.
- (3) **Substantially the Same Requirement** A statutory MTW requirement that MTW agencies must continue to assist substantially the same total number of eligible low-income families as would have been served absent the MTW demonstration.

#### A. PHA INFORMATION

A.1 **PHA Name**: Housing Authority of the City of Alameda

PHA Code: CA062

MTW Supplement for PHA Fiscal Year Beginning (MM/DD/YYYY):

07/01/2025

PHA Program Type: □ Public Housing (PH) only

☐ Combined

MTW Cohort Number: 4 (Landlord Incentives)

MTW Supplement Submission Type:

⊠Annual Submission

☐ Amended Annual Submission

#### **B. NARRATIVE**

#### **B.1** MTW Supplemental Narrative.

The narrative provides the MTW agency with an opportunity to explain to the public, including the families that it serves, its MTW plans for the fiscal year and its short and long-term goals.

The MTW agency should provide a description of how it seeks to further the three MTW statutory objectives during the coming Fiscal Year. Those three MTW statutory objectives are: (1) to reduce cost and achieve greater cost effectiveness in federal expenditures; (2) to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and (3) to increase housing choices for low-income families.

The primary goal of the Housing Authority of the City of Alameda (AHA), in partnership with the entire community, is to advocate and provide quality, affordable, safe housing;

encourage self-sufficiency; and strengthen community inclusiveness and diversity in housing. AHA's Vision Statement is: "The Housing Authority of the City of Alameda shall continue to be recognized for creatively seeking ways to expand the availability of affordable housing through Alameda, for caring professional staff, and excellent service provided fairly to all".

During participation in the Landlord Incentives Cohort the AHA will be using creative methods to encourage new landlord participation and continued landlord partnerships expanding housing choice for all voucher holders. During this cohort study, the AHA will continue to develop and maintain quality affordable housing for low-income residents, providing more housing choice along the entire spectrum of housing continuum. The AHA would like to design, implement, and sustain exceptional programs that invest in the residents to become self-sufficient through an array of educational, employment, and economic platforms including exploring the possibility of offering incentives to families to participate in training programs or increasing the ability of participants to attend community college or universities.

The AHA will strive to further the MTW statutory objective to reduce cost and achieve greater cost effectiveness in federal expenditures by continuing the activities proposed for FY 2022-2023 such as moving to a triennial reexamination and inspection schedule and allowing for the self-certification of assets and continuing activities proposed for FY 2023-2024 such increasing rents for PBV units at AHA's fiscal year rather than the contract's anniversary date.

The AHA will strive to further the MTW statutory objective to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient by continuing the activities proposed for FY 2022-2023.

The AHA proposes to use MTW funds flexibly to increase housing choice through acquisition, rehabilitation, and/or development. AHA may use MTW funds flexibly to make Faircloth-to-RAD transactions feasible by supplementing the RAD rents as housing assistance payments or to pay for acquisition, rehabilitation or construction costs or contributing to development costs in another manner. The AHA is increasing housing choices for low-income families by using its 120-unit Faircloth-to-RAD authorization to produce additional project-based vouchers at Independence Plaza. The AHA will accept the Faircloth limit as offered by other jurisdictions to expand affordable housing by using these Faircloth limits in a manner similarly to the AHA's limit with Faircloth-to-RAD with additional MTW funds.

With the exception of MTW Activity 2022-01 2.b. Payment Standards – Fair Market Rents (HCV), activities will not apply to VASH, SV, or EHV participants. On October 7, 2024, the AHA requested to apply several of its approved MTW activities to its VASH, EHV, and SV program. The AHA is still awaiting approval from HUD and will update it's plans and notify affected households upon receiving approval.

#### C. MTW WAIVERS AND ASSOCIATED ACTIVITIES

NOTE: MTW agencies are reminded that all MTW Waivers and associated activities must be implemented in accordance with the MTW Operations Notice and within its safe harbors unless a Safe Harbor or Agency-Specific Waiver approval is provided by HUD, in which case, the activity utilizing the Safe Harbor or Agency-Specific Waiver must be implemented in accordance with the terms of the approval.

#### Screener:

For all MTW Waivers and Activities in Section C, the screening question listed below will be presented in the fillable form. This will allow the form to only display those waivers that input where is required.

Each waiver and activity will be listed with the following choices. If "Not Currently Implemented" is selected, the agency will not be shown any further questions for the activity.

- Currently Implementing
- Plan to Implement in the Submission Year
- Will be Discontinued in the Submission Year
- Was Discontinued in a previous Submission Year
- Not Currently Implemented

#### **Core Questions:**

The following core questions apply to all of the MTW Waivers and associated activities listed in the MTW Operations Notice. The core questions collect basic information about any MTW activity proposed or implemented by MTW agencies.

- Narrative. Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.
- MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?
- Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.
- Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?
- Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?
- Family Types. Does the MTW activity apply to all family types or only to selected family types?

- Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.
- Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?
- Does this MTW activity require a hardship policy?
- Does the MTW activity require an impact analysis?

#### **Custom Questions:**

Custom questions are tailored to each MTW activity. In what follows, the MTW activities are listed with their custom questions. The final online version of the MTW Supplement will be set up so that if an MTW activity is the same in the HCV and/or public housing programs, the MTW agency fills in the information for public housing, then the information is auto populated for the HCV program. MTW agencies are asked to fill in answers only to questions that are relevant to the MTW activities they propose to implement or are already implementing.

The Housing Authority of the City of Alameda (AHA) has previously submitted and been approved for the activities marked as "Currently Implementing".

| 1. Tenant Rent Policies                     |                           |
|---|---------------------------|
| b. Tiered Rent (HCV)                        | Not Currently Implemented |
| d. Stepped Rent (HCV)                       | Not Currently Implemented |
| f. Minimum Rent (HCV)                       | Not Currently Implemented |
| h. Total Tenant Payment as a Percentage of  | Not Currently Implemented |
| Gross Income (HCV)                          |                           |
| j. Alternative Utility Allowance (HCV)      | Not Currently Implemented |
| I. Fixed Subsidy (HCV)                      | Not Currently Implemented |
| n. Utility Reimbursements (HCV)             | Not Currently Implemented |
| o. Initial Rent Burden (HCV)                | Not Currently Implemented |
| q. Impute Income (HCV)                      | Not Currently Implemented |
| s. Elimination of Deduction(s) (HCV)        | Not Currently Implemented |
| u. Elimination of Deductions (HCV)          | Not Currently Implemented |
| w. Alternative Income Inclusions/Exclusions | Currently Implementing    |
| (HCV)                                       |                           |

| 2. Payment Standards and Rent Reasonableness  |                           |
|---|---------------------------|
| <ul> <li>a. Payment Standards – Small Area Fair Market<br/>Rents (FMR) (HCV)</li> </ul> | Not Currently Implemented |
| b. Payment Standards – Fair Market Rents (HCV)  | Currently Implementing    |
| c. Rent Reasonableness – Process (HCV)  | Not Currently Implemented |

| 2.         | Payment Standards and Rent Reasonableness        |   |
|------------|--|---|
|            | d. Rent Reasonableness – Third Party             | Not Currently Implemented               |
|            | Requirement                                      |   |
|            |  |   |
| 3.         | Reexaminations                                   |   |
|            | b. Alternative Reexamination Schedule for        | Currently Implementing                  |
|            | Households (HCV)                                 | β                                       |
|            | · ,  |   |
|            | d. Self-certification of Assets (HCV)            | Currently Implementing                  |
|            |  |   |
| 4.         | Landlord Leasing Incentives                      |   |
|            | a. Vacancy Loss (HCV-Tenant-Based                | Currently Implementing                  |
|            | Assistance)                                      |   |
|            | b. Damage Claims (HCV-Tenant-Based               | Not Currently Implemented               |
|            | Assistance)                                      |   |
|            | c. Other Landlord Incentives (HCV-Tenant-        | Currently Implementing                  |
|            | Based Assistance)                                |   |
|            |  |   |
| 5.         | Housing Quality Standards (HQS)                  |   |
|            | a. Pre-Qualifying Unit Inspections (HCV)         | Currently Implementing                  |
|            | b. Reasonable Penalty Payments for Landlords     | Not Currently Implemented               |
|            | (HCV)  |   |
|            | c. Third-Party Requirement (HCV)                 | Not Currently Implemented               |
|            | d. Alternative Inspection Schedule (HCV)         | Currently Implementing                  |
|            |  |   |
| 6.         | Short-Term Assistance                            |   |
|            | b. Short-Term Assistance (HCV)                   | Not Currently Implemented               |
|            |  |   |
| 7          | Term-Limited Assistance                          |   |
| <b>'</b> ' | b. Term-Limited Assistance (HCV)                 | Not Currently Implemented               |
|            | Tom Emilion (197)                                | That Garrenay Implemented               |
| _          |  | 1                                       |
| 8.         | Increase Elderly Age (PH & HCV)                  |   |
|            | a. Increase Elderly Age (HCV)                    | Not Currently Implemented               |
|            |  |   |
| 9.         | Project-Based Voucher Program Flexibilities      |   |
|            | a. Increase PBV Program Cap (HCV)                | Currently Implementing                  |
|            | b. Increase PBV Project Cap (HCV)                | Currently Implementing                  |
|            | c. Elimination of PBV Selection Process for PHA- | Currently Implementing                  |
|            | Owned Projects without Improvement,              |   |
|            | Development, or Replacement (HCV)                | N 10 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
|            | d. Alternative PBV Selection Process (HCV)       | Not Currently Implemented               |

| 9. Pr | oject-Based Voucher Program Flexibilities                                       |                           |
|-------|---|---------------------------|
| e.    | Alternative PBV Unit Types (Shared Housing and Manufactured Housing) (HCV)      | Not Currently Implemented |
| f.    | Increase PBV HAP Contract Length (HCV)  | Not Currently Implemented |
| g.    | Increase PBV Rent to Owner (HCV)  | Not Currently Implemented |
| h.    | Limit Portability for PBV Units (HCV)   | Not Currently Implemented |
|       |   |                           |
| 10. F | amily Self-Sufficiency Program with MTW bility                                  |                           |
| a.    | HCV Waive Operating a Required FSS Program (HCV)                                | Not Currently Implemented |
| b.    | HCV Alternative Structure for Establishing Program Coordinating Committee (HCV) | Not Currently Implemented |
| C.    | HCV Alternative Family Selection Procedures (HCV)                               | Not Currently Implemented |
| d.    | HCV Modify or Eliminate the Contract of Participation (HCV)                     | Not Currently Implemented |
| e.    | HCV Policies for Addressing Increases in Family Income (HCV)                    | Not Currently Implemented |
|       |   |                           |
| 11. N | ITW Self-Sufficiency Program  |                           |
|       | HCV Alternative Family Selection Procedures (HCV)                               | Not Currently Implemented |
| b.    | HCV Policies for Addressing Increases in Family Income (HCV)                    | Not Currently Implemented |
|       |   |                           |
| 12. V | Vork Requirement  |                           |
|       | Work Requirement (HCV)  | Not Currently Implemented |
|       |   |                           |
|       | se of Public Housing as an Incentive for omic Progress (PH)                     | Not applicable            |
|       |   |                           |
| 14. N | loving On Policy  |                           |
|       | Waive Initial HQS Inspection Requirement (HCV)                                  | Not Currently Implemented |
| b.    | HCV Allow Income Calculations from Partner Agencies (HCV)                       | Not Currently Implemented |
| C.    | HCV Aligning Tenant Rents and Utility Payments Between Partner Agencies (HCV)   | Not Currently Implemented |

| 15. Acquisition without Prior HUD Approval (PH) | Not applicable |
|---|----------------|
|   |                |

| 16. Deconcentration of Poverty in Public Housing | Not applicable |
|--|----------------|
| Policy (PH)                                      |                |

| 17. Local, Non-Traditional Activities |                           |
|---------------------------------------|---------------------------|
| a. Rental Subsidy Program             | Not Currently Implemented |
| b. Service Provision                  | Not Currently Implemented |
| c. Housing Development Programs       | Currently Implementing    |

Core and Custom Question Answers for Activities Plan to Implement in Submission Year or Currently Implemented:

| 1.w. Alternative Income Inclusions/Exclusions (HCV)  |
|--|
| Currently Implementing   |
| ACTIVITY 2022-15: The AHA excludes the Guaranteed Basic Income Pilot Program, which is a City of Alameda initiative to provide a flat monthly cash payment of \$1,000 to approximately 150 low-income City of Alameda households over a two-year period called Rise Up Alameda. The AHA excludes these payments from the income review and rent calculation process of applicants or participants receiving these payments.            |
| The AHA will also exclude income from United Way Bay Area's (UWBA) Community-Based Roads to Prosperity program which is a privately funded guaranteed basic income (GBI) pilot program in Alameda County, California. Starting in late 2024, 100 families will be randomly selected from SparkPoint Centers based in Oakland, Fremont, and Hayward and provided \$18,000 in unconditional cash transfers over the course of 18 months. |
| This NATIAL and the fellowing state to a subjection of   |
| This MTW activity serves the following statutory objectives:  □ Cost effectiveness   |
|  |
| ⊠ Self-sufficiency   |
| Housing Choice   |
| This MTW activity has the following cost implications:  □ Neutral  |
|  |
| ☐ Increased revenue  |
| Decreased revenue  |
| □ Increased expenditures   |
| □ Decreased expenditures   |
| A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:  It is all assisted households   |
| □only to a subset or subsets of assisted households  |
|  |
| What inclusions or exclusions will be eliminated, modified, or added?  |

#### 1.w. Alternative Income Inclusions/Exclusions (HCV) Guaranteed Basic Income Pilot Program - City of Alameda called Rise Up Alameda and United Way Bay Area's (UWBA) Community-Based Roads to Prosperity program This MTW activity does not require a Safe Harbor Waiver. This MTW activity does not require a hardship policy. This MTW activity does not require an impact analysis. Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation. The AHA implemented this activity on July 1, 2023 and payments for the Guaranteed Basic Income Pilot Program were distributed starting in October 2023. Of the 150 households that are a part of this pilot program, 44% or 67 participants receive rental assistance through the voucher program. 2.b. Payment Standards – Fair Market Rents (HCV) Currently Implementing ACTIVITY 2022-01: The Housing Authority of the City of Alameda strives to house families in a small community in the Bay Area. The area is perceived to be one with good schools, high quality local businesses, picturesque neighborhoods, and a caring, involved community resulting in families wanting to rent or buy in the area resulting in high housing costs and limited housing choice. Payment standards set between 80% to 150% of FMR will hopefully allow the market to cap rents through rent reasonableness testing and not the payment standards. If the payment standard amount is increased during the term of the HAP contract, the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family at the interim or regular reexamination, whichever comes first. The Alameda Housing Authority is has Waived: 24 CFR 982.505 (c) (4), which falls under 2.b. MTW waiver, 2.b. Payment Standards – Fair Market Rents (HCV). CFR982.503-505 and 983.301. This request will allow owners to request rent increases during the HAP contract and the payment standard to be updated to the current one if higher than the one used at the last annual. Custom Question: Please explain the payment standards by FMR. The agency may apply a payment standard between 80% and 150% of FMR. This MTW activity serves the following statutory objectives: ☐ Cost effectiveness

☐ Self-sufficiency☑ Housing Choice

| 2.b. Payment Standards – Fair Market Rents (HCV)  |
|---|
| Currently Implementing  |
| This MTW activity has the following cost implications:  |
| □Neutral  |
| □Increased revenue  |
| □ Decreased revenue   |
| ⊠Increased expenditures   |
| □Decreased expenditures   |
| A MTW activity may apply to all assisted households or only to a subset or subsets of                             |
| assisted households by having a different policy by household status/family                                       |
| types/sites. This MTW activity applies:   |
| ⊠to all assisted households   |
| □only to a subset or subsets of assisted households   |
|   |
| This MTW activity does require a Safe Harbor Waiver.  |
| This MTW activity does require a hardship policy.   |
| Hardship policy will be uploaded here, but please see Payment Standards Outside                                   |
| FMR Hardship Policy.  The hardship policy does not apply to more than this MTW activity.                          |
| The MTW agency has not modified the hardship policy since the last submission of                                  |
| the MTW Supplement.   |
| How many hardship requests have been received associated with this activity in the                                |
| most recently completed PHA fiscal year?  |
|   |
| 0 hardship requests received during the most recently completed PHA fiscal year.                                  |
| This MTW activity does require an impact analysis. Impact analysis will be uploaded                               |
| here, but please see Payment Standard Impact Analysis.  |
| The impact analysis does not apply to more than this MTW activity.  |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative,                         |
| provide a description about what has been accomplished or changed during the                                      |
| implementation.   |
|   |
| The AHA implemented this activity on July 1, 2023 and since then the AHA went                                     |
| through the significant amendment process to allow increases in payment standards                                 |
| to be applied at the interim or regular reexamination, whichever comes first. In the                              |
| most recently completed fiscal year (July 1, 2023 to June 30, 2024) the AHA kept                                  |
| payment standards at 120% of FMR.  This activity has not been discontinued and is not planned to be discontinued. |

# 3.b. Alternative Reexamination Schedule for Households Currently Implementing ACTIVITY 2022-02: The AHA has switched to a triennial reexamination schedule for all households except families receiving zero income or less than \$5,000 per adult annually in income, VASH, SV or EHV participants who will receive annual

annually in income, VASH, SV or EHV participants who will receive annual recertifications. AHA will check for families meeting the zero income conditions twice a year (normally January and July) and schedule an annual reexamination as appropriate.

Households are only allowed 1 interim reexamination every calendar year for an income decrease of more than 10% or an income increase of more than 10% from the reexamination or interim, whichever was conducted last.

Cumulative increases between regular reexaminations resulting in more than a 10% income increase need to be reported when the 10% level is reached.

If the payment standard increases when an interim is conducted, the AHA will use the new payment standard to be effective at the interim effective date as allowed under HOTMA.

| Custom Question: What is the recertification schedule?                      |
|---|
| □Once every two years   |
| ⊠Once every three years   |
| □Other  |
| Custom Question: How many interim recertifications per year may a household |
| request?  |
|   |
| $\boxtimes 1$   |
| □2 or more  |
|   |

Custom Question: Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.

The AHA is limiting households to one interim per calendar year if the household gross income has decreased by 10% or more or if the household gross income has increased by 10% or more.

If a household would like to receive an interim for an income decrease of less than 10% or has already received an interim in the calendar year for one of the two reasons above and would like a second interim, the household may submit a hardship request if:

- The household's income decreases to \$0;
- The decrease is anticipated to be longer than 30 days without a secondary source of income anticipated to increase. For example, families who lose wage income can anticipate a payment of unemployment, so the decrease would not be processed until the unemployment process is completed; OR.
- The household faces eviction

| 3.b. Alternative Reexamination Schedule for Households  |
|---|
| The first teacher and |
| This MTW activity serves the following statutory objectives:  |
| ⊠Cost effectiveness   |
| ⊠Self-sufficiency   |
| ☐Housing Choice   |
| This MTW activity has the following cost implications:  |
| □ Neutral   |
| □Increased revenue  |
| □Decreased revenue  |
| ⊠Increased expenditures   |
| □Decreased expenditures   |
| A MTW activity may apply to all assisted households or only to a subset or subsets of   |
| assisted households by having a different policy by household status/family   |
| types/sites. This MTW activity applies:   |
| ☐to all assisted households   |
| ⊠only to a subset or subsets of assisted households   |
| Does not apply to VASH, SV, or EHV participants.  |
| This MTW activity does not require a Safe Harbor Waiver.  |
| This MTW activity does require a hardship policy Alternative Reexamination Schedule   |
| Hardship Policy.  |
| The hardship policy does not apply to more than this MTW activity.  |
| The MTW agency has not modified the hardship policy since the last submission of  |
| the MTW Supplement.   |
| How many hardship requests have been received associated with this activity in the  |
| most recently completed PHA fiscal year?  |
| 1 hardship request was received during the most recently completed PHA fiscal year  |
| (July 1, 2023 to June 30, 2024). The request was approved and the interim was   |
| processed.  |
| processur   |
| This MTW activity does require an impact analysis. Impact analysis will be uploaded   |
| here, but please see Alternative Reexamination Schedule Impact Analysis.  |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative,   |
| provide a description about what has been accomplished or changed during the  |
| implementation.   |
|   |
| The AHA implemented this activity on July 1, 2023. Since then, the AHA has been   |
| working to spread out reexaminations across the 3-year reexamination cycle and  |
| plans to have this fully in place starting in the 2025 calendar year.  This activity has not been discontinued and is not planned to be discontinued.   |
| This activity has not been discontinued and is not planned to be discontinued.  |

#### 3.d. Self-Certification of Assets Currently Implementing ACTIVITY 2022-03: Allow self-certification of up to \$50,000 in assets for participants to reduce processing of minimal income from assets. Family must provide selfcertification statement disclosing any income earned on the assets under penalty of perjury. No other verification will be collected or required. Assets are defined in 24 CFR 5.609. Assets that the family does not have access to such as irrevocable trusts and 401K accounts would not count towards this asset limit. Applicants must establish assets and provide verification of all assets regardless of amount. New assets under \$50,000 do not need to be reported between triennials for participants. Custom Question: Please state the dollar threshold for the self-certification of assets. Threshold: \$50,000. This MTW activity serves the following statutory objectives: ⊠Cost effectiveness ☐ Self-sufficiency ☐ Housing Choice This MTW activity has the following cost implications: □Neutral ☐ Increased revenue □ Decreased revenue ☐ Increased expenditures □ Decreased expenditures A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: ⊠to all assisted households □only to a subset or subsets of assisted households This MTW activity does not require a Safe Harbor Waiver. This MTW activity does not require a hardship policy. This MTW activity does not require an impact analysis. Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation. The AHA implemented this activity on July 1, 2023, and since then staff has accepted self-certifications of assets less than \$50,000 where there is no income earned for participants. Staff will no longer be collecting verification on assets under \$50,000 for participants. This activity has not been discontinued and is not planned to be discontinued.

#### 4.a. Vacancy Loss Currently Implementing ACTIVITY 2022-04: This activity is to incentivize landlords to participate in the HCV program in combination with activities 2022-05, 2022-06, 2022-07, and 2022-11. As these activities are implemented to increase landlord participation in the program, units that are required to house voucher holders such as Project-Based Voucher units, ones with a regulatory agreement on the units, Tax Credit units, or ones owned by the Housing Authority are not included in this activity. This allows the AHA to make a payment up to one month's rent payment to any landlord, new or returning, whose unit was vacated by a participant of the Housing Choice Voucher program and is occupied by a different participant of the Housing Choice Voucher program. The payment would be capped at the reasonable rent to the owner minus any payments the owner received that month from any source. The payment would be made after the execution of the HAP contract. Custom Question: Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in lowpoverty neighborhood, or units/landlords new to the HCV program? ☐To all units □ Certain types of units only If certain types of units only, what types of units does this policy apply to? ⊠Accessible units ☐ Units in particular types of areas or neighborhoods ☐ Units/landlords new to the HCV program ⊠Other. Please describe briefly: Does not apply to PHA owned, LIHTC units, PBV units, or units with regulatory agreements. Custom Question: What is the maximum payment that can be made to a landlord under this policy? One month rent Custom Question: How many payments were issued under this policy in the most recently completed PHA fiscal year? 0 Custom Question: What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year? \$0 This MTW activity serves the following statutory objectives:

| A - Manager Land   |
|--|
| 4.a. Vacancy Loss  |
| □Cost effectiveness  |
| □ Self-sufficiency   |
| ⊠Housing Choice  |
| This MTW activity has the following cost implications:   |
| □Neutral   |
| □Increased revenue   |
| □ Decreased revenue  |
| ⊠Increased expenditures  |
| □ Decreased expenditures   |
| A MTW activity may apply to all assisted households or only to a subset or subsets of  |
| assisted households by having a different policy by household status/family  |
| types/sites. This MTW activity applies:  |
| ☐to all assisted households  |
| ⊠only to a subset or subsets of assisted households  |
| A NATIVAL CALL TO A CONTROL OF THE C |
| A MTW activity can apply only to new admissions, only to currently assisted  |
| households, or to both new admissions and currently assisted households. This  |
| MTW activity applies to:   |
| □ New admissions (i.e., applicants) only   |
| ☐ Currently assisted households only   |
| New admissions and currently assisted households   |
| A MTW activity can apply to all family types or only selected family types. This MTW   |
| activity applies to:   |
| ⊠all family types  |
| □only to selected family types   |
| An MTW activity can apply to a tenant-based and or project-based voucher.  |
| ☐ The MTW activity applies to all tenant-based units.  |
| ☐ The MTW activity applies to all properties with project-based vouchers.  |
| ☐ The MTW activity applies to specific tenant-based units and/or properties with   |
| project-based vouchers. The description of which tenant-based units and/or   |
| properties with project-based vouchers that will participate in this MTW activity is:  |
| proportion with project based vocations that will participate in the write activity in.  |
| It does not apply to PHA owned, LIHTC units, units with regulatory agreements, or  |
| Project-Based Voucher units  |
| This MTW activity does not require a Safe Harbor Waiver.   |
| This MTW activity does not require a hardship policy.  |
| This MTW activity does not require an impact analysis.   |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative,  |
| provide a description about what has been accomplished or changed during the   |
| implementation.  |
|  |

#### 4.a. Vacancy Loss

The AHA implemented this activity on July 1, 2023 but has not made any payments under this policy in the last fiscal year.

This activity has not been discontinued and is not planned to be discontinued.

#### 4.c. Other Landlord Incentives

Currently Implementing

ACTIVITY 2022-05: This activity to incentivize landlords to participate in the HCV program in combination with activities 2022-04, 2022-06, 2022-07, and 2022-11.

As these activities are implemented to increase landlord participation in the program, units that are required to house voucher holders such as Project-Based Voucher units, ones with a regulatory agreement on the units, Tax Credit units, or ones owned by the Housing Authority are not included in this activity.

This activity allows the AHA to pay the landlord an incentive to lease up a Housing Choice Voucher (HCV) program participant. The AHA would offer an array of incentives, but the total incentive paid to one landlord could not exceed more than one month of the contract rent of the unit and would be paid at the time of HAP execution.

The incentives are:

First-time Rental incentive: \$1,500 Accessible unit incentive: \$2,000

HQS incentive: \$100

Returning Landlord incentive: \$1,000

A first-time rental incentive would be paid to a landlord that is bringing a unit that has never been leased with the same landlord under the HCV program before. The accessible unit incentive would be paid to landlords providing a unit that meets or mostly meets the requirements for an ADA accessible unit to a family with a member with a disability. The HQS incentive would be paid to landlords whose unit passed an initial housing quality standards inspection the first time and resulted in a participant of the HCV program renting the unit. The returning landlord incentive would be paid to a landlord leasing a unit to an HCV participant that has been on the program prior.

Only one incentive will be given to a landlord, for the same participant in cases where the participant is transferring to a unit within the same complex within one year of occupancy at the original unit.

For individuals who are leasing in place, an incentive will only be provided if the individual was not previously a voucher holder.

| 4.c. Other Landlord Incentives   |
|--|
| Custom Question: Does this policy apply to certain types of units or to all units all                            |
| HCV units or only certain types of units (for example, accessible units, units in low-                           |
| poverty neighborhood, or units/landlords new to the HCV program?   |
| □To all units  |
| ⊠Certain types of units only   |
| a contain types of arms only   |
| If certain types of units only, what types of units does this policy apply to?                                   |
| ⊠Accessible units  |
| □Units in particular types of areas or neighborhoods   |
| ⊠Units/landlords new to the HCV program  |
| ⊠Other. Please describe briefly:   |
| Does not apply to PHA owned, LIHTC units, units with regulatory agreements, or                                   |
| Project-Based Voucher units.   |
| Custom Question: What is the maximum payment that can be made to a landlord                                      |
| under this policy?   |
| One month rent   |
| Custom Question: How many payments were issued under this policy in the most recently completed PHA fiscal year? |
| Between July 1, 2023 and June 30, 2024, 117 payments were issued under this                                      |
| policy – 61 for the HQS incentive, 44 for the returning landlord incentive, 73 for the                           |
| first-time rental incentive and 0 for the accessible unit incentive.   |
| Custom Question: What is the total dollar value of payments issued under this policy                             |
| in the most recently completed PHA fiscal year?  |
|  |
| Between July 1, 2023 and June 30, 2024, \$159,600 was paid out under this policy –                               |
| \$6,100 for the HQS incentive, \$44,000 for the returning landlord incentive, \$109,500                          |
| for the first-time rental incentive and \$0 for the accessible unit incentive.                                   |
| This MTW activity serves the following statutory objectives:   |
| □ Cost effectiveness   |
| ☐ Self-sufficiency   |
| ⊠ Housing Choice   |
| This MTW activity has the following cost implications:   |
| □ Neutral  |
| □Increased revenue   |
| □ Decreased revenue  |
| □ Increased expenditures   |
| Decreased expenditures   |
| A MTW activity may apply to all assisted households or only to a subset or subsets of                            |
| assisted households by having a different policy by household status/family                                      |
| types/sites. This MTW activity applies:<br>□to all assisted households   |
|  |
| ⊠only to a subset or subsets of assisted households  |

| 4.c. Other Landlord Incentives   |
|--|
| A MTW activity can apply only to new admissions, only to currently assisted  |
| households, or to both new admissions and currently assisted households. This  |
| MTW activity applies to:   |
| □New admissions (i.e., applicants) only  |
| □Currently assisted households only  |
| ⊠New admissions and currently assisted households  |
| A MTW activity can apply to all family types or only selected family types. This MTW   |
| activity applies to:   |
| ⊠all family types  |
| □only to selected family types   |
|  |
| An MTW activity can apply to a tenant-based and or project-based voucher.  |
|  |
| ☐The MTW activity applies to all properties with project-based vouchers.   |
| ☐The MTW activity applies to specific tenant-based units and/or properties with  |
| project-based vouchers. The description of which tenant-based units and/or   |
| properties with project-based vouchers that will participate in this MTW activity is:  |
| proposition programme prog |
| Does not apply to PHA owned, LIHTC units, units with regulatory agreements, or   |
| Project-Based Voucher units.   |
| This MTW activity does not require a Safe Harbor Waiver.   |
| This MTW activity does not require a hardship policy.  |
| This MTW activity does not require an impact analysis.   |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative,  |
| provide a description about what has been accomplished or changed during the   |
| implementation.  |
|  |
| The AHA implemented this activity on July 1, 2023 and has not made any changes to  |
| the policy. As a result of this activity, the AHA has had more landlords who have  |
| shown an interest in leasing to housing program participants and has had 41 more   |
| landlords who have housed program participants.  |
| This activity has not been discontinued and is not planned to be discontinued.   |

| 5.a. Pre-Qualifying Unit Inspections  |
|---|
| Currently Implementing  |
| ACTIVITY 2022-06: This activity to incentivize landlords to participate in the HCV        |
| program in combination with activities 2022-04, 2022-05, 2022-07, and 2022-11.            |
| Initial inspections of units can be conducted up to 90 days prior to unit lease-up to     |
| help incentivize landlords to participate in the program and avoid delays in leasing.     |
| Participants or landlords can request a special (interim) inspection at any time.         |
| Custom Question: How long is the pre-inspection valid for?                                |
| 90 days   |
| This MTW activity serves the following statutory objectives:                              |
| □Cost effectiveness   |
| □ Self-sufficiency  |
| ⊠Housing Choice   |
| This MTW activity has the following cost implications:                                    |
| ⊠Neutral  |
| ☐ Increased revenue   |
| □ Decreased revenue   |
| ☐ Increased expenditures  |
| □ Decreased expenditures  |
| A MTW activity may apply to all assisted households or only to a subset or subsets of     |
| assisted households by having a different policy by household status/family               |
| types/sites. This MTW activity applies:   |
| ⊠to all assisted households   |
| □only to a subset or subsets of assisted households                                       |
|   |
| This MTW activity does not require a Safe Harbor Waiver.                                  |
| This MTW activity does not require a hardship policy.                                     |
| This MTW activity does not require an impact analysis.                                    |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, |
| provide a description about what has been accomplished or changed during the              |
| implementation.   |
| The AHA implemented this activity on July 1, 2023 and has not made any changes to         |
| the policy. Between July 1, 2023 and June 30, 2024, 35 pre-qualifying inspections         |
| were conducted.   |
| This activity has not been discontinued and is not planned to be discontinued.            |

| 5.d. Alternative Inspection Schedule  |
|---|
| Currently Implementing  |
| ACTIVITY 2022-07: This activity to incentivize landlords to participate in the HCV program in combination with activities 2022-04, 2022-05, 2022-06, and 2022-11.   |
| Require inspections only once every three years for private landlord units. Participants and landlords can request a special (interim) inspection at any time. A special inspection can be initiated by the AHA if it receives indications that the family's unit is not in compliance with HQS.  |
| Inspections will be scheduled based on risk after July 1, 2025. The activity is being changed so all inspections will be based on the results of the prior inspection. If the unit passes the regular inspection the first time and does not require a reinspection, the next regular inspection will be scheduled for approximately three years later. Otherwise, if the unit does not pass the inspection the first time and requires a reinspection, the next regular inspection will be scheduled in approximately 12 months. |
| This MTW activity serves the following statutory objectives:  |
| ⊠Cost effectiveness   |
| ☐ Self-sufficiency  |
| ⊠Housing Choice   |
| This MTW activity has the following cost implications:  □ Neutral   |
| □Increased revenue  |
| □ Decreased revenue   |
| □Increased expenditures   |
| ⊠Decreased expenditures   |
| A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:  □to all assisted households  ⊠only to a subset or subsets of assisted households   |
| A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:  New admissions (i.e., applicants) only  Currently assisted households only  New admissions and currently assisted households  A MTW activity can apply to all family types or only selected family types. This MTW  |
| activity applies to:  |
| ⊠all family types   |
| □only to selected family types  |

| 5.d. Alternative Inspection Schedule  |
|---|
| An MTW activity can apply to a tenant-based and or project-based voucher.                 |
| ⊠The MTW activity applies to all tenant-based units.                                      |
| ☐ The MTW activity applies to all properties with project-based vouchers.                 |
| ☐The MTW activity applies to specific tenant-based units and/or properties with           |
| project-based vouchers. The description of which tenant-based units and/or                |
| properties with project-based vouchers that will participate in this MTW activity is:     |
| This MTW activity does not require a Safe Harbor Waiver.                                  |
| This MTW activity does not require a hardship policy.                                     |
| This MTW activity does not require an impact analysis.                                    |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, |
| provide a description about what has been accomplished or changed during the              |
| implementation.   |
|   |
| The AHA implemented this activity on July 1, 2023.  |
|   |
| This activity has not been discontinued and is not planned to be discontinued.            |

| 9.a. Increase PBV Cap  |
|--|
| Currently Implementing   |
| ACTIVITY 2022-08: Assisted families in the Housing Choice Voucher program frequently inquire how to move to Project-Based Voucher (PBV) units and during the last wait list opening, numerous HCV families applied for the PBV wait lists indicating a desire to have a long-term contract with owners rather than a 1-year contract that can then be canceled with no reason. By project-basing more vouchers, more |
| housing is secured for families without the threat of eviction.  |
| This activity would raise the cap for which the AHA could award Project-Based Voucher contracts. The AHA currently has selections and/or HAP contracts for its entire allocation of PBV under the current caps.  |
| Custom Question: What percentage of total authorized HCV units will be authorized for project-basing? 50% of the lower of either the total authorized units or annual budget authority   |
| This MTW activity serves the following statutory objectives:   |
| □Cost effectiveness  |
| ☐ Self-sufficiency   |
| ⊠Housing Choice  |
| This MTW activity has the following cost implications:   |
| ⊠Neutral   |
| □Increased revenue   |
| □Decreased revenue   |
| □Increased expenditures  |
| □ Decreased expenditures   |
| A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:  It is all assisted households   |
| □only to a subset or subsets of assisted households  |
| This MTW activity does not require a Safe Harbor Waiver.   |
| This MTW activity does not require a hardship policy.  |
| This MTW activity does not require an impact analysis.   |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative,  |
| provide a description about what has been accomplished or changed during the implementation.   |
| The activity is approved, but the AHA is still below the HUD PBV cap at this time.   |
| This activity has not been discontinued and is not planned to be discontinued.   |

| 9.b. Increase PBV Project Cap   |
|---|
| Currently Implementing  |
| ACTIVITY 2022-09: Allows more than the greater of 25 units or 25% of the units at a       |
| complex to receive Project-Based Voucher assistance. Under current regulations,           |
| units that are for the elderly or those providing supportive services are already exempt  |
| from this cap. This activity would allow units that may not be serving the above          |
| populations to go above the cap up to 100% of the units at a project.                     |
| This MTW activity serves the following statutory objectives:                              |
| □Cost effectiveness   |
| □ Self-sufficiency  |
| ⊠ Housing Choice  |
| This MTW activity has the following cost implications:                                    |
| ⊠Neutral  |
| □Increased revenue  |
| □ Decreased revenue   |
| □ Increased expenditures  |
| □ Decreased expenditures  |
| A MTW activity may apply to all assisted households or only to a subset or subsets of     |
| assisted households by having a different policy by household status/family               |
| types/sites. This MTW activity applies:   |
| ⊠to all assisted households   |
| □only to a subset or subsets of assisted households                                       |
|   |
| This MTW activity does not require a Safe Harbor Waiver.                                  |
| This MTW activity does not require a hardship policy.                                     |
| This MTW activity does not require an impact analysis.                                    |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, |
| provide a description about what has been accomplished or changed during the              |
| implementation.   |
|   |
| The activity is approved, but a HAP contract has not been signed using this activity.     |
| This activity has not been discontinued and is not planned to be discontinued.            |

| 9.c. Elimination of PBV Selection Process for PHA-owned Projects without Improvement, Development, or Replacement  |
|--|
| Currently Implementing   |
| ACTIVITY 2022-010: This activity allows the AHA to award project-based voucher units to a property owned by a single-asset entity (S.A.E.) of the AHA without engaging in a selection process. This would allow the AHA to award vouchers without the RFP to units in the AHA's portfolio that qualify for PBV after conducting a Subsidy Layering Review, ensuring the property is compliant with HUD's site selection requirements, and having a 3 <sup>rd</sup> party conduct HQS inspections of the units. |
| This MTW activity serves the following statutory objectives:   |
| ⊠Cost effectiveness  |
| □Self-sufficiency  |
| ☐ Housing Choice   |
| This MTW activity has the following cost implications:   |
| □Neutral   |
| ☐Increased revenue   |
| □Decreased revenue   |
| □Increased expenditures  |
| ⊠Decreased expenditures  |
| A MTW activity may apply to all assisted households or only to a subset or subsets of  |
| assisted households by having a different policy by household status/family  |
| types/sites. This MTW activity applies:  □to all assisted households   |
|  |
| ⊠only to a subset or subsets of assisted households  |
| A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:  New admissions (i.e., applicants) only   |
| □Currently assisted households only  |
| ⊠New admissions and currently assisted households  |
| A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:  ⊠all family types  □only to selected family types  □Other – another specifically defined target population or populations. The description of this population is:   |
| An MTW activity can apply to a topant based and or project based yougher   |
| An MTW activity can apply to a tenant-based and or project-based voucher.  ☐ The MTW activity applies to all tenant-based units.   |
| ☐ The MTW activity applies to all properties with project-based vouchers.  |
|  |
| project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:   |

### 9.c. Elimination of PBV Selection Process for PHA-owned Projects without Improvement, Development, or Replacement

Applies only to units owned by a single-asset entity of the PHA.

This MTW activity does not require a Safe Harbor Waiver.

This MTW activity does not require a hardship policy.

This MTW activity does not require an impact analysis.

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The activity has been approved, but an award has not been made at this time. This activity has not been discontinued and is not planned to be discontinued.

### 17.c. Housing Development Programs

Currently Implementing

The Housing Authority of the City of Alameda (AHA) intends to use MTW fungibility to acquire, renovate and/or build affordable units that are not public housing units. Eligible activities may include gap financing or construction costs for development of affordable housing, conducted by the PHA or a PHA-controlled affiliate or by a non-PHA affordable housing developer, including but not limited to development of project-based voucher units, tax credit units, or affordable units funded with any other local, state, or federal funds.

The AHA will not spend more than 10% of its HAP budget on local, non-traditional activities and families receiving housing or services through local, non-traditional activities must meet the definition of low-income. Local, non-traditional development activities will be conducted in accordance with the applicable requirements of PIH Notice 2011-45 and the MTW Operations Notice. The Agency shall comply with Safe Harbor provisions requiring compliance with Section 30 of the 1937 Housing Act and that any MTW Funding awarded to a third-party provider must be competitively awarded.

At this time AHA would like to provide up to \$1 million of its funding, which would be about 3% of the AHA's HAP Budget, as gap financing to build affordable units for low-income individuals in the City of Alameda.

| Custom Questions                                 |  |
|--|--|
| Name and Address of Development                  | North Housing Master Plan -<br>501 Mosely Avenue,<br>Alameda, CA 94501 |
| MTW Role: Acquisition, Rehabilitation, New       | New Construction   |
| Construction?                                    |  |
| Type of MTW Agency Financing: Gap Financing, Tax | Mid-term predevelopment  |
| Credit Partnership, Other                        | financing (up to 15 years)   |

| 17.c. Housing Development Programs   |   |
|--|---|
| Number of Affordable Units   | A minimum of 284 units. There are a minimum of 568 units planned. We hope more affordability can be achieved, but that is still being determined. |
| Number of Units by Affordability   | dotorrimodi   |
| 80% of AMI   | Minimum of 132 at or below  |
| • 60 % Of Alvii  | 80% AMI. We hope more affordability can be achieved, but that is still being determined.  |
| • 60% of AMI   | 0 units   |
| • 30% of AMI   | 127 units   |
| • Other  | 25 units at 40% AMI and 106 units will serve formerly homeless populations.   |
| This MTW activity serves the following statutory object                                    | ives:   |
| ☐Cost effectiveness  |   |
| ☐Self-sufficiency  |   |
| ⊠Housing Choice  |   |
| This MTW activity has the following cost implications:                                     |   |
| □Neutral   |   |
| □Increased revenue   |   |
| □Decreased revenue   |   |
| ⊠Increased expenditures  |   |
| □ Decreased expenditures   |   |
| A MTW activity may apply to all assisted households o                                      | r only to a subset or subsets of  |
| assisted households by having a different policy by households. This MTW activity applies: |   |
| to all assisted households   |   |
| ⊠only to a subset or subsets of assisted households  |   |
| Mornly to a subset of subsets of assisted flousefloids                                     |   |
| . A MTW activity can apply only to new admissions, only                                    | to currently assisted   |
| households, or to both new admissions and currently a                                      | •   |
| MTW activity applies to:   | 11113 THUS CHOIDS. THIS   |
| ⊠New admissions (i.e., applicants) only  |   |
| ☐ Currently assisted households only   |   |
| □ New admissions and currently assisted households   |   |
| A MTW activity can apply to all family types or only sel                                   | ected family types. This MTM  |
| activity applies to:   | ected fairing types. This will w  |
| ⊠all family types  |   |

| 17.c. Housing Development Programs   |
|--|
| □only to selected family types   |
| Please select the family types subject to this MTW activity:  Non-elderly, non-disabled families  Elderly families  Disabled families (to the extent those families are not exempt via a reasonable accommodation)  Other – another specifically defined target population or populations. The description of this population is:  |
| An MTW activity can apply to a tenant-based and or project-based voucher.  ☐ The MTW activity applies to all tenant-based units.  ☐ The MTW activity applies to all properties with project-based vouchers.  ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is: Families selected to reside in the complexes receiving funds. |
| This MTW activity does not require a Safe Harbor Waiver.   |
| This MTW activity does not require a hardship policy.  |
| This MTW activity does not require an impact analysis.  The impact analysis does not apply to more than this MTW activity.   |
| THE IIIDAG AHAIYSIS ACES HOLADDIY TO HICIE THAIT THIS IVIT W ACTIVITY.   |

| Cobort 4.2 Front End Vocanov Lose Boyment  |
|--|
| Cohort 4.2 Front-End Vacancy Loss Payment  |
| Currently Implementing   |
| ACTIVITY 2022-11: This activity is to incentivize landlords to participate in the HCV program in combination with activities 2022-04, 2022-05, 2022-06, and 2022-07. |
|  |
| As these activities are implemented to increase landlord participation in the program,   |
| units that are required to house voucher holders such as Project-Based Voucher   |
| units, ones with a regulatory agreement on the units, Tax Credit units, or ones owned  |
| by the Housing Authority are not included in this activity.  |
| Similar to ACTIVITY 2022-04 except this allows the AHA to make a payment up to   |
| one month's rent payment to a landlord whose unit was not vacated by a participant   |
| of the Housing Choice Voucher program and is subsequently occupied by a  |
| participant of the Housing Choice Voucher program. The payment would be made   |
| after the execution of the HAP contract.   |
| TI: NATING C: CC   |
| This MTW activity serves the following statutory objectives:   |
| □ Cost effectiveness   |
| □ Self-sufficiency   |
| ⊠ Housing Choice   |
| This MTW activity has the following cost implications:   |
| □Neutral   |
| Increased revenue  |
| ☐ Decreased revenue  |
| ⊠Increased expenditures  |
| □ Decreased expenditures   |
| A MTW activity may apply to all assisted households or only to a subset or subsets of  |
| assisted households by having a different policy by household status/family  |
| types/sites. This MTW activity applies:  |
| ☐ to all assisted households   |
| ⊠only to a subset or subsets of assisted households  |
| A MTW activity can apply only to new admissions, only to currently assisted  |
| households, or to both new admissions and currently assisted households. This  |
| MTW activity applies to:   |
| □New admissions (i.e., applicants) only  |
| □Currently assisted households only  |
| ⊠New admissions and currently assisted households  |
| A MTW activity can apply to all family types or only selected family types. This MTW   |
| activity applies to:   |
| ⊠all family types  |
| □only to selected family types   |
|  |
| An MTW activity can apply to a tenant-based and or project-based voucher.  |

### Cohort 4.2 Front-End Vacancy Loss Payment ☐ The MTW activity applies to all tenant-based units. ☐ The MTW activity applies to all properties with project-based vouchers. ☐ The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is: Does not apply to PHA owned, LIHTC units, or units with regulatory agreements. Would not apply to Project-Based Voucher units. This MTW activity does not require a Safe Harbor Waiver. This MTW activity does not require a hardship policy. This MTW activity does not require an impact analysis. Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative,

The AHA implemented this activity on July 1, 2023 but no payments have been made under this policy in the most recently completed fiscal year.

This activity has not been discontinued and is not planned to be discontinued.

provide a description about what has been accomplished or changed during the

implementation.

### D. SAFE HARBOR WAIVERS

### D.1. Safe Harbor Waivers seeking HUD Approval:

The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

| Will the MTW agency submit request for ap | oproval of a S | afe Harbor W | /aiver this yea | ar? |
|---|----------------|--------------|-----------------|-----|
| ⊠No □Ves                                  |                |              |                 |     |

### E. AGENCY SPECIFIC WAIVERS

### E.1. Agency-Specific Waivers for HUD Approval:

The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I.

In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable.

For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an impact analysis, g) a description of the hardship policy for the initiative, and h)a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year?

| ⊠No [If no, skip to E.2] ☐ Yes [If yes, please provide a title and upload required information in a-h above for each Agency-Specific Waiver request]   |  |  |  |  |
|--|--|--|--|--|
| E.2. Agency-Specific Waiver(s) for which HUD Approval has been Received:   |  |  |  |  |
| For each previously approved Agency-Specific Waiver(s), a set of questions will populate.  |  |  |  |  |
| Does the MTW agency have any approved Agency-Specific Waivers?   |  |  |  |  |
|  |  |  |  |  |
| <b>F. PUBLIC HOUSING OPERATING SUBSIDY GRANT REPORTING</b> Not applicable as the Housing Authority of the City of Alameda does not have Public Housing.  |  |  |  |  |
| G. MTW STATUTORY REQUIREMENTS G.1. 75% Very Low Income – Local, Non-Traditional.   |  |  |  |  |
| Not applicable as the Housing Authority of the City of Alameda does not have a local, non-traditional MTW activity.  |  |  |  |  |
| G.2. Establishing Reasonable Rent Policy.  |  |  |  |  |
| Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?  |  |  |  |  |
| ⊠Yes □No   |  |  |  |  |
| [If Yes]: please describe the MTW agency's plans for its future rent reform activity and the implementation time line.   |  |  |  |  |
| The AHA implemented an alternative reexamination schedule (activity 2022-02) which encourages self-sufficiency by allowing families to retain income increases of less than 10% between triennials. This activity was implemented on July 1, 2023, with a threshold of \$10,000 but to be consistent with HOTMA regulations this threshold was revised to 10% which was implemented on August 1, 2024. |  |  |  |  |
| Also, activity 2022-15 encourages self-sufficiency by allowing families who were chosen to be a part of the GBI program to retain income increases from the GBI program.   |  |  |  |  |

### G.3. Substantially the Same (STS) – Local, Non-Traditional

Not applicable as the Housing Authority of the City of Alameda does not have a local, non-traditional MTW activity.

### G.4. Comparable Mix (by Family Size) – Local, Non-Traditional

Not applicable as the Housing Authority of the City of Alameda does not have a local, non-traditional MTW activity.

### **G.5. Housing Quality Standards**

Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program.

### H. PUBLIC COMMENTS

H.1.

Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.

The AHA will attach any comments received by the public or Resident Advisory Board.

Please attach a narrative describing the MTW agency's analysis of the comments and any decisions made based on these comments.

Not Applicable.

| If applicable, was an additional | public hearing held for | r an Agency-Specific Waiver ar | nd/or |
|----------------------------------|-------------------------|--------------------------------|-------|
| Safe Harbor waiver? ☐ Yes        | ⊠ No                    |                                |       |

If yes, please attach the comments received along with the MTW agency's description of how comments were considered.

### I. EVALUATIONS

I.1. Please list any ongoing and completed evaluations of the MTW agency's MTW policies, that the PHA is aware of, including the information requested in the table below.

Does the PHA have an agency-sponsored evaluation?  $\square$  Yes  $\square$  No

### J. MTW CERTIFICATION OF COMPLIANCE

The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD.

Please see form HUD-50075-MTW for the certification form that will be executed prior to MTW Supplement submission.

### Moving to Work Supplement Five-Year Plan, Annual Plan starting July 1, 2025 Public Hearing for and

February 2025

Sepideh Kiumarsi, Senior Management Analyst Ana Campos, Management Analyst





### Agenda

- Overview of Five-Year Plan, Annual Plan and MTW Supplement
- Timeline of Events
- Highlights from 2020 to 2025
- Progress Made in 2024 to 2025
- Overview of New Five-Year Plan (2025 to 2030)
- Overview of New Annual Plan and MTW Supplement
- Questions and Comments





### **Overview of Plans**

# Five-Year Plan – submitted once every 5 years

- Outlines the agency's goals and objectives for meeting the PHA's mission
- Serves as a guiding tool for the agency's upcoming projects and initiatives for the

## Annual Plan – submitted every year

• Explanation of how the AHA has met or is meeting its 5-year plan goals

# Moving to Work (MTW) Supplement – submitted every year

 Lists all proposed, currently implementing, and discontinued activities under the Moving to Work program.





### **Timeline of Events**

August 2024 – September 2024: Received input from various stakeholders

November 2024: Resident Advisory Board meeting

December 2024 – January 2025: Plans posted for public comment period

February 2025: Public Hearing

March 2025: Board Meeting for Resolution

No later than April 17, 2025: Submit plans to HUD for approval





## 2020 to 2025 Highlights

Expansion of affordable housing portfolio

Enhancement of resident services and community partnerships

Transition to online systems

Continuing to retain and recruit staff

Maintaining funding streams and tracking financial performance

Ensuring data integrity and security





# Progress Made in the Last Year

Working with Community **Partners** 

efficiently Operating

Continuing to recruit staff retain and

**Preparedness** Financial **Ensure** 

> Maintain Data Integrity and Security

Quality of Life Improve the of Residents

Housing Expand Choice



Housing Authority

— of the —

City of Alameda

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# **Current Annual Plan Amended**

- Revisions to the existing annual plan elements:
- HOTMA discretionary policies
- Total non-enforcement of asset limitations
- Self-certification of real property ownership
- Hardship period of up to 180 days
- De Minimis errors to be paid to landlord then tenants
- Reporting changes within 14 days
- Revocation of consent will lead to termination
- Will not use Safe Harbor income determinations
- Will not use EIV during interims
- Significant Amendment to include elderly preference
- AHA is proposing to hold off on any new MTW activities to focus on the implementation of current activities







# Overview of New Five-Year Plan (2025-2030)

- Consolidated seven goals into four focusing on the major stakeholders/themes:
- 1. Affordable housing portfolio
- Quality of life for residents and voucher participants
- Improving agency operations efficiently and effectively using resources
- Recruiting and retaining staff
- Most objectives were carried over from the last five-year plan and some were expanded
- Incorporated feedback to devise new objectives





### Thank you. Questions?

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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: Siyuan (Steven) Zhou, Management Analyst

Date: February 19, 2025

Re: Accept IT Update Presentation.

### **BACKGROUND**

The IT Team is a division of the Administration and Services Department at the Housing Authority of the City of Alameda (AHA), and consists of an IT Management Analyst and our third-party technology consultant, Techordia. The IT Management Analyst is tasked with overseeing key AHA IT systems, such as Yardi and Laserfiche, as well as providing technology-related support to staff and managing the agency's various IT projects. Techordia provides general IT support in areas related to network connectivity, phone service, and software support.

The IT Team strives to support the work of AHA staff by providing reliable systems, data, equipment, and cybersecurity to increase staff productivity and promote the efficient use of housing authority resources.

### **DISCUSSION**

In 2024, the IT Team completed a number of projects to support the mission of AHA. Highlights include the following key initiatives:

- 1. PaperCut Printer Management System: The PaperCut printer management system provides increased efficiency and security, with staff utilizing their employee badge to verify and initiate print jobs at the various copiers throughout the main office. The system also allows IT to manage user access and provides reports used for cost allocation between departments.
- 2. YubiKey MFA: The Yubi Key multi-factor authentication (MFA) tool is a physical access key, regarded as one of the most secure methods for accessing systems, as someone would need the physical key to gain access to a code to enter a YubiKey secured system. The YubiKey is also easy to use for staff, as they simply press that key to access their MFA code.
- 3. 1Password: This password management software assists staff in creating strong



passwords to provide further layers of security. The software also provides a way for staff to keep track of their passwords in a secure manner.

- 4. Coram Camera System: This security camera system has been installed at AHA's main office and provides an upgraded 2k resolution and 150-degree view, which enables better sightlines and clarity of footage. All data from the system is stored for six months, with full cloud backup.
- 5. HappyCo: HappyCo is a site inspection application that has been installed on assigned staff devices to allow for the collection of inspection reports. These site inspections are automatically scheduled and assigned within the application, which also provides the opportunity to create unique inspection templates.
- 6. Wi-Fi and Tablets for Tenants: Wi-Fi hotspots are now available for tenants at Littlejohn Commons, Independence Plaza, Anne B. Diament, Rosefield Viallage, and Esperanza. A total of nine tablets are provided at these properties, and they are available for check out from our onsite support services provider, LifeSTEPS, or from the Resident Manager, for up to two weeks.

With the successful completion of these and other projects, the IT Team is now looking forward to upcoming projects in 2025. These include a server upgrade, new modules to be added in Yardi, to increase data collection and process efficiencies, the upgrading of agency mobile devices, and the modernization of existing camera systems at several AHA properties.

### **FISCAL IMPACT**

The various costs associated with the agency's IT initiatives and equipment can be found in the AHA budget.

### **CEQA**

Not applicable

### **RECOMMENDATION**

Not applicable

### **ATTACHMENTS**

1. IT Projects 2024

Respectfully submitted, Steven(Siyuan) Zhou Siyuan (Steven) Zhou, Management Analyst

### Achievements 2024 AHA IT

Steven Zhou, Management Analyst (IT) February 19, 2025





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## T Structure

Administration & Services Greg Kats- Director of

Director of Administration Sean- Prevette - Asst & Services

Management Analyst (IT) Steven Zhou Internal IT:

External IT: Techordia







## T Divisions

- IT staff include a Management Analyst in the Administrative Department, working in conjunction with a third-party contractor, Techordia.
- IT Management Analyst it@alamedahsg.org
- Laserfiche
- Yardi
- Cell Phones
- Techordia support@techordia.com
- **Network Connectivity** 
  - Outlook/e-mail
- **VPN** Connectivity
- Ring Central









### T Budget

### Summary:

- IT's 2024 budget was approximately \$800,000.
- number of systems including for HR functions and a standard operation procedure platform. The IT Budget for 2025 is approximately \$1,000,000. The increase in budgeted amount is largely due to the server hardware upgrade, which occurs every five years, as well as the planned implementation of a
- equipment assessment and upgrade. The budget also includes annual IT







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# Cyber Security

- AHA has comprehensive cyber security coverage, provided by the Houston Casualty Company, which includes post breach cost reimbursement and system failure coverage up to \$3,000,000.
- Monthly online cyber awareness trainings for staff via Knowbe4.
- Multi-factor authentication\* implemented on all AHA IT systems.
- Monthly simulated phishing email testing campaign by Knowbe4.



\*Multi-factor authentication(MFA) is a multi-step account login process that requires users to enter more information than just a password





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### II Systems KeV

### Yardi Systems

Client database solution. It provides monthly submissions to HUD's secure systems, Yardi also provides additional services to AHA including work order tracking, HQS inspections reports, and invoice processing.

### Microsoft Office

Primary software for email, word processing, and database creation.

ECS Imaging, Inc as vendor for Laserfiche imaging database

Laserfiche allowed the agency to move to an almost paperless process early in 2020, in conjunction with Yardi online portals.

### Ring Central

AHA Phone system, answering service and internal/external meeting software.

### Knowbe4

Cyber security training and testing platform.







# T Project Goals

- Improve security
- Increase efficiency
- Automate manual tasks
- Expedite processing times
- Increase staff efficiency and productivity
- Improve both physical and cyber security for agency staff and resources









# 2024 IT Projects

- PaperCut Printer Management System
- YubiKey MFA
- 1Password
- Camera System for Main Office
- HappyCo for Site Inspections
- Tenant IT Resources
- Other IT Projects: Netsurion end-point protection and SharePoint file-sharing.





### PaperCut





- Print Verification: Printing now initiated using employee badge, simplifying and expediting the printing process.
- Printer queue: All print jobs are sent to a queue and are released when staff swipe their badge at any AHA printer, which reduces printer congestion and wait times.
- User management: Through PaperCut, AHA IT can manage user access and send scanned documents directly to staff via email.
- Print security: Print jobs that are not printed within 2 hours will be deleted for security purposes.





### Yubikey



## Physical security key for MFA\*

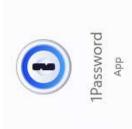
- <u>Increased security</u>: physical key is regarded as one of the most secure MFA method. If a hacker attempts to gain access to a system, they will not be successful without the physical key.
- Compatibility: YubiKey is compatible to most of the IT systems that AHA
- Easy to use: Staff can now simply press the YubiKey to access their MFA

\*Multi-factor authentication(MFA) is a multi-step account login process that requires users to enter more information than just a password





### 1 Password



## Password management software

- Increased security: 1Password creates strong passwords for users as well as altering users If their current password is weak.
- Accessibility: 1Passwrod can be accessed on any device including staff cell phone.
- Increase productivity: Staff no longer needs to keep track of their passwords.

\*Multi-factor authentication(MFA) is a multi-step account login process that requires users to enter more information than just a password





# Coram Camera System



Security camera system for AHA's main office

- Camera upgrade: All cameras are now upgraded to 2K resolution and a 150-degree view.
- Footage backup: Camera footage is stored up to 6 months, with full cloud backup.
- System upgraded: Footage can be viewed easily and retrieved at any time on mobile and desktop devices.





### HappyCo

Site inspection application



- HappyCo digitizes the inspection process by allowing staff to compile a comprehensive inspection report using only their agency cell phone.
- Site inspections are now automatically scheduled and assigned.
- Staff created customized inspection templates for different types of inspection.







### Free Wi-Fi and Tablets for Tenants



- Independence Plaza, Anne B. Diament, Rosefield Village, Esperanza. Wi-Fi hotspot available for tenants at Littlejohn Commons,
- 9 tablets available at the properties mentioned above for check out from LifeSteps or the on-site manager for up to 2 weeks for free.







# IT Project Outcomes

The outcome of these new IT initiatives include:

- Increased efficiency by reducing staff time spent on manual tasks.
- Increased productivity due to time-saving, automated processes.
- Improved security due to the use of electronic systems for data storage and transfer, as well as MFA ID verification systems.
- Improvements in document storage and retention process due to reduced reliance on hard copy documents.
- surrounding sites, due to the implementation of the new security camera Enhanced building and grounds security at our office building and





# 2025 IT Projects

- AHA server upgrade in 2025 Q3.
- New modules to be added to Yardi: Data Connect, Case Management, and Maintenance IQ.
- Upgrading agency cell phones for all exempt staff.
- Upgrading existing camera systems at some AHA properties.





### **Questions?**







