



Housing Authority
of the
City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

AGENDA **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**
DATE & TIME **Wednesday, May 20, 2026 - 6:30 PM**

LOCATION

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

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

To Attend In-Person -

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

Join Zoom Meeting

<https://us06web.zoom.us/j/85229497654?pwd=ERF4c2daq8Aqm7t8SwqaXfix0iHEve.1>

Meeting ID: 852 2949 7654

Passcode: 141405

By Phone (through Zoom):

Find your local number: <https://us06web.zoom.us/u/keIQZ99OFI>

Meeting ID: 852 2949 7654

Passcode: 141405

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

- Send an email with your comment(s) to jpolar@alamedahsg.org and hainfo@alamedahsg.org prior to or during the Board of Commissioners meeting.
- Call and leave a message at (510) 871-7435, TTY/TRS: 711.
- Complete a speaker card in the meeting room on the day of the meeting.

Written comments may also be submitted via US Mail to:

Attn: Clerk of the Board

Housing Authority of the City of Alameda

701 Atlantic Avenue

Alameda, CA 94501

Written comments received by the Housing Authority prior to 12 Noon on the day of the



meeting will be posted on the Housing Authority's website and presented at the meeting during the public comment period. Written comments received by the Housing Authority after 12 Noon, but prior to the meeting start time, will only be presented during the public comment period. Please mark any submission as "Public Comment" and indicate which agenda item they relate to.

The public comment period is limited to three minutes per speaker.

Persons in need of special assistance to participate in the meetings of the Housing Authority of the City of Alameda, please contact (510) 747-4325 (voice), TTY/TRS: 711, or jpolar@alamedahsg.org. Notification 72 hours prior to the meeting will assist the Housing Authority of the City of Alameda to make reasonable arrangements to provide accessibility or language assistance.

PLEDGE OF ALLEGIANCE

1. ROLL CALL
2. REMOTE PARTICIPATION PURSUANT TO RALPH M. BROWN ACT (Government Code Section 54950 et seq.) ("Brown Act"): The Chair will identify whether any Commissioners are attending the meeting via teleconference pursuant to the Brown Act.
3. COMMISSIONER RECUSALS
4. Motion to Accept the Order of the Board of Commissioners Agenda for the May 20, 2026 Meeting.
5. Public Comment (Closed Session)
6. Closed Session - 6:30 p.m. - Adjournment to Closed Session to Consider:
 - 6.A. Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9: Three potential cases
7. Adjournment of Closed Session
8. RECONVENE REGULAR MEETING
9. Announcement of Action Taken in Closed Session, if any.
10. Public Comment (Non-Agenda)
11. 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.
 - 11.A. Approve Minutes of the Speical Board of Commissioners Meeting held on April 13, 2026. **Page 5**
 - 11.B. Accept the Quarterly Overview Report for the Executive/Data and Policy and HR Departments. **Page 14**



- 11.C. Accept the Quarterly Overview Report For the Administration and Services Department. **Page 21**
- 11.D. Accept the Monthly Overview Report for the Housing Programs Department. **Page 28**
- 11.E. Accept the Monthly Overview Report for Property Operations. **Page 31**
- 11.F. Approve the Quarterly Write-off, to March 31, 2026, of Uncollectible Accounts Receivable from Former Residents. **Page 37**
- 11.G. Accept the Monthly Overview Report for the Housing Development Department. **Page 40**
- 11.H. Accept the Quarterly Update on Construction in Progress (CIP). **Page 46**
- 11.I. Accept the Quarterly Report for The Poplar. **Page 51**
- 11.J. Accept the Quarterly Stabilization Report for Linnet Corner. **Page 54**
- 11.K. Accept the Quarterly Stabilization Report for The Estuary I. **Page 57**
- 11.L. Accept the Quarterly Development Report for The Estuary II. **Page 60**
- 11.M. Accept the Quarterly Financial Report for the Period Ended March 31, 2026 **Page 63**
- 11.N. Accept the Quarterly Investment Report for the Period Ending March 31, 2026. **Page 80**
- 12. AGENDA
- 12.A. Accept a Presentation on the LifeSTEPS 2025 Annual Report from the Housing Authority of the City of Alameda. **Page 96**
- 12.B. Accept a Presentation on the 2026 Customer Satisfaction Survey. **Page 107**
- 12.C. Accept a report on the shortfall prevention measures recommended by HUD; Approve the Board Chair and Executive Director to sign a letter to HUD on behalf of the Board of Commissioners, as needed; And Authorize Staff to apply for HUD funding for shortfall as needed. **Page 131**
- 12.D. Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody LLP for environmental legal services with a maximum contract amount not to exceed \$150,000 for a two-year term, with three 1-year options. **Page 152**
- 12.E. Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Aleshire & Wynder, LLP for General Counsel services with a maximum contract amount not to exceed \$250,000 for a three-year term, with two 1-year options. **Page 185**
- 12.F. Authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village; In Connection with the Refinance Strategy Authorize the Housing Authority of the City of Alameda (AHA) to Utilize AHA Reserves to Pay Off the Balloon Payment due to PNC Bank, N.A. of an estimated amount of \$8.24 Million by August 1, 2026; or in the alternative Authorize the Executive Director or designee to Execute all Documents Required and Necessary for an Extension of the PNC Loan for up to 90 Days; or in the alternative Authorize and Direct the Executive Director or designee to Seek a Short-Term Bridge Loan; or in the alternative Authorize and Direct the Executive Director or designee to Create a Limited Liability Company as needed, for the Transaction. **Page 225**



13. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
14. WRITTEN COMMUNICATIONS
15. EXECUTIVE DIRECTOR'S COMMUNICATIONS
16. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
17. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
18. Announcement of Action Taken in Closed Session, if any.
19. 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, subject to limited statutory exceptions. In order to assist the Housing Authority's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Housing Authority accommodate these individuals.





**DRAFT MINUTES
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
WEDNESDAY, APRIL 13, 2026**

PLEDGE OF ALLEGIANCE

Chair Grob called the meeting to order at 7:03 p.m.

1. ROLL CALL

Present: Chair Grob, Commissioner Husby,
Commissioner Joseph-Brown, and Commissioner Tamaoki

Late
Arrival: Commissioner Decoy arrived at 7:08 p.m.

General
Counsel: Brendon V. Stracener, Goldfarb & Lipman LLP
Jhaila R. Brown, Goldfarb & Lipman LLP (via Teleconference)

Absent: Commissioner Kaufman and Commissioner Sidelnikov

Early
Departure: Commissioner Joseph-Brown left the meeting at approximately
7:20 p.m. Quorum maintained.

2. REMOTE PARTICIPATION PURSUANT TO RALPH M. BROWN ACT
(Government Code Section 54950 et seq.) ("Brown Act"): The Chair will identify
whether any Commissioners are attending the meeting via teleconference
pursuant to the Brown Act.

Director Grob confirmed that there were 4 members in same properly noticed
meeting room within the jurisdiction of the City of Alameda, and no
Commissioners requested reasonable accommodation to attend via
teleconference.



3. COMMISSIONER RECUSALS

None.

Motion to accept order of meeting:

Commissioner Tamaoki moved to accept the Order of the Board of Commissioners Agenda for the April 13, 2026 Special Meeting, and Commissioner Husby seconded. The motion passed unanimously.

Yes	4	Chair Grob, Commissioner Husby, Commissioner Joseph, and Commissioner Tamaoki
No	0	
Abstentions	0	

4. Public Comment (Non-Agenda)

None.

5. 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.

- *5.A. Approve Minutes of the Regular Board of Commissioners Meeting held on March 18, 2026.
- *5.B. Accept the Monthly Overview Report for the Housing Programs Department.
- *5.C. Accept the Monthly Overview Report for Property Operations.
- *5.D. Accept the Monthly Overview Report for the Housing Development Department.
- *5.E. Authorize the Executive Director to sign an extension of the lease of office space at South Shore Center through March 31, 2028.

Items accepted or adopted are indicated by an asterisk.

Referring to the chart on page 20 of the packet, Commissioner Tamaoki inquired as to the reasoning for the occupancy rate of 75% at Eagle Village. Vanessa Cooper, Executive Director, stated that the reduced occupancy rate is due to a combination of a number of unsuccessful exits from the COVID era and some delay in leasing. AHA has assigned a staff member to Eagle Village to assist with leasing. Nancy Gerardin, Director of Property Operations, stated that it is expected that the occupancy rate will increase by the end of the day



tomorrow, as several applications have been selected but have yet to be entered into the system.

Chair Grob moved to accept the Consent Calendar items, and Commissioner Tamaoki seconded. The motion passed unanimously.

Yes	5	Chair Grob, Commissioner Decoy, Commissioner Husby, Commissioner Joseph-Brown, and Commissioner Tamaoki
No	0	
Abstentions	0	

6. AGENDA

- 6.A. Adopt a Resolution to amend the Rules and Procedures (By-Laws) of the Housing Authority of the City of Alameda, California. [THIS ACTION REQUIRES A SUPER MAJORITY - (5) VOTES]

Vanessa Cooper, Executive Director, stated that staff reviewed and amended the By-Laws of all three entities, the Housing Authority of the City of Alameda (AHA), the Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD), to streamline the By-Laws between the three entities so that their administration is less cumbersome and update some legal issues. The suggested amendments have been reviewed and approved by General Counsel. Ms. Cooper summarized the suggested amendments for the AHA By-Laws.

Commissioner Tamaoki requested clarification on the qualifications of Tenant Commissioners, particularly whether Tenant Commissioner must be receiving rental assistance to be appointed as a Tenant Commissioner. Ms. Cooper confirmed that, according to HUD policy, part of the qualifications for Tenant Commissioners is that they must be either a participant of the PBV or HCV programs or reside in a building directly owned by AHA. The State also requires that one of the Tenant Commissioners be at least 62 years of age. Ms. Cooper stated that tax credit tenants, as members of the public, can apply to the Board of Commissioners, just not for a position as a Tenant Commissioner.

Commissioner Tamaoki requested clarification on the definition of the super majority as it relates to voting by the Board. Tonya Schuler-Cummins, Senior Programs Director, stated that the reference to "two-thirds" of the voting membership is related to two-thirds of the seven Board Commissioners, which is 4.67, so rounded to five Commissioners. Jhaila R. Brown, General Counsel, stated that the number of Commissioners appointed to the Board is set by



Housing Authorities law. The super majority is determined by the number of seats, not by the number in office.

Public Comments: None.

Commissioner Tamaoki moved to adopt a Resolution to amend the Rules and Procedures (By-Laws) of the Housing Authority of the City of Alameda, California, and Commissioner Husby seconded. A roll call vote was taken and the motion passed unanimously.

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

No 0

Abstentions 0

- 6.B. Adopt a revised meeting schedule for 2026 for the Housing Authority of the City of Alameda (AHA) Board of Commissioners and the Alameda Affordable Housing Corporation (AAHC) Board of Directors. [CONTINGENT UPON APPROVAL OF ITEM 6.A]

Vanessa Cooper, Executive Director, stated that, as referenced in the proposed change in the By-Laws, staff is proposing to allow the Board of Commissioners to set the meeting schedule annually. The proposed schedule is reflected on page 46, which also clarifies that Regular Meetings will be scheduled to start at 7:00 p.m. and Closed Session, if needed, will start at 6:00 p.m. or 6:30 p.m. depending upon the discussion that is needed. If an additional Closed Session is needed, it will take place at the end of the Regular Meeting. Staff anticipates that all meetings on the schedule will move forward, however, those denoted by an asterisk may be cancelled.

Public Comments: None.

Chair Grob moved to adopt a revised meeting schedule for 2026 for the Housing Authority of the City of Alameda (AHA) Board of Commissioners and the Alameda Affordable Housing Corporation (AAHC) Board of Directors, and Commissioner Tamaoki seconded. The motion passed unanimously.

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

No 0



Abstentions 0

- 6.C.** Adopt the Agency’s Annual Plan and Moving to Work (MTW) Supplement for Fiscal Year Starting July 1, 2026 and Authorize the Chair to Certify, By Resolution, that the Board of Commissioners has Approved Submission of the Annual Plan and MTW Supplement to HUD.

Ana Campos, Management Analyst, provided a presentation that included an overview of the Revisions made to the Housing Authority of the City of Alameda’s Annual Plan and Moving to Work (MTW) Supplement for Fiscal Year starting July 1, 2026.

Public Comments: None.

Chair Grob moved to adopt the Agency’s Annual Plan and Moving to Work (MTW) Supplement for Fiscal Year Starting July 1, 2026 and Authorize the Chair to Certify, By Resolution, that the Board of Commissioners has Approved Submission of the Annual Plan and MTW Supplement to HUD, and Commissioner Tamaoki seconded. A roll call vote was taken and the motion passed unanimously.

Yes	4	Chair Grob, Commissioner Decoy, Commissioner Husby, and Commissioner Tamaoki
No	0	
Abstentions	0	

- 6.D.** Approve Amendments to the Administrative Plan for the Section 8 Housing Choice Voucher Program of the Housing Authority of the City of Alameda.

Mara Miranda, Management Analyst, provided a presentation that included an overview of the amendments to the Administrative Plan for the Section 8 Housing Choice Voucher Program of the Housing Authority of the City of Alameda (AHA).

Regarding the effective date of when documents received result in Rent Change, Commissioner Tamaoki inquired as to whether a rent increase would be retroactive if a tenant submitted their documents 3 months late. Ms. Schuler-Cummins stated that if the tenant’s rent portion increases and they are late providing documentation, a repayment agreement will be issued. However, AHA will provide the tenant with 30-days notice to avoid the tenant being evicted. If there is a decrease in the tenant’s rent, it would not be retroactive. If a tenant submits documentation late, which results in a rent increase, a late fee



will be assessed, and the tenant will still be responsible for paying the amount of the increase.

Referencing the Eligible Immigrants, Documents Required section, Commissioner Husby inquired as to whether "...expiration, renewal of legal permanent alien status" was meant to refer to the expiration of green cards. Ms. Cooper stated that if a tenant's green card expires, AHA will be flagged by HUD. However, as permitted by law, AHA will accept proof of an automatic 36-month extension for tenants to renew their green card if they've filed the respective form.

Public Comments: None.

Chair Grob moved to approve Amendments to the Administrative Plan for the Section 8 Housing Choice Voucher Program of the Housing Authority of the City of Alameda, and Commissioner Tamaoki seconded. The motion passed unanimously.

Yes 4 Chair Grob, Commissioner Decoy, Commissioner Husby, and Commissioner Tamaoki

No 0

Abstentions 0

- 6.E. Adopt the revised Schedule of Authorized Positions for Fiscal Year 2025-2026, effective immediately, and approve flexibility in hiring authority for the Executive Director permanently.

Alicia Southern, Director of Human Resources, provided a presentation that summarized the revised Schedule of Authorized Positions for Fiscal Year 2025-2026, effective immediately, and the request to approve flexibility in hiring authority for the Executive Director permanently.

Commissioner Decoy requested clarification on what AffordableHousingJobs.com is. Ms. Southern explained that AffordableHousingJobs.com is one of the websites, specifically dedicated to housing, that AHA uses to advertise open positions.

Public Comments: None.

Commissioner Husby moved to adopt the revised Schedule of Authorized Positions for Fiscal Year 2025-2026, effective immediately, and approve flexibility in hiring authority for the Executive Director permanently, and Commissioner Tamaoki seconded. A roll call vote was taken and the motion passed unanimously.



Yes 4 Chair Grob, Commissioner Decoy, Commissioner Husby,
and Commissioner Tamaoki

No 0

Abstentions 0

6.F. Approve the Update to the 2021-2026 Reserve Policy (2026).

Sylvia Martinez, Directory of Housing Development, provided a presentation that summarized the 2026 Reserve Policy Update.

Public Comments: None

Commissioner Tamaoki moved to approve the Update to the 2021-2026 Reserve Policy (2026), and Chair Grob seconded. The motion passed unanimously.

Yes 4 Chair Grob, Commissioner Decoy, Commissioner Husby,
and Commissioner Tamaoki

No 0

Abstentions 0

6.G. Approve Revisions to the Procurement Policy for the Housing Authority of the City of Alameda (AHA) effective immediately.

Radha Mehta, Management Analyst, provided a presentation that summarized the request to approve the Revisions to the Procurement Policy for the Housing Authority of the City of Alameda (AHA) effective immediately.

Ms. Cooper stated that General Counsel has confirmed that the Procurement Policy meets the requirements of the HUD Procurement Handbook.

Commissioner Tamaoki requested clarification on the Independent Cost Estimates (ICE). Ms. Mehta explained that, as there is no official ICE document, each housing authority creates its document with the main premises to estimate the contract range, prior to solicitation. This allows AHA to identify the method of procurement that should be adhered to and the reasonable pricing for the respective item or service.

Public Comments: None.



Commissioner Husby moved to approve Revisions to the Procurement Policy for the Housing Authority of the City of Alameda (AHA) effective immediately, and Commissioner Decoy seconded. The motion passed unanimously.

Yes	4	Chair Grob, Commissioner Decoy, Commissioner Husby, and Commissioner Tamaoki
No	0	
Abstentions	0	

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

None.

8. WRITTEN COMMUNICATIONS

None.

9. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Vanessa Cooper, Executive Director, stated that HUD has advised AHA that administrative fees have been capped at a proration rate of 88%. However, AHA is still awaiting HUD to issue actual budgeted numbers. Upon AHA's receipt of budgeted numbers, staff will return to the Board to provide a presentation on possible solutions to avoid shortfall.

Ms. Cooper stated that several staff members attended the MTW Conference that was hosted in Washington DC last week, AHA is hiring and the open positions are posted on AHA's website, and AHA has issued an RFP for Property Management Services. Ms. Cooper provided an update on tenant events that have taken place since the last meeting and upcoming agency events.

10. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

None.

11. ADJOURNMENT

Chair Grob adjourned the meeting at 8:28 p.m.



Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, Chair
Board of Commissioners

Brandon V. Stracener,
General Counsel, Goldfarb and Lipman LLC



To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources, Tonya Schuler-Cummins, Senior Programs Director

Date: May 20, 2026

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 open positions and recently hired positions is presented below. Positions are listed by department, and information about current and recent recruitments is included. Information is current from March 2026 through May 2026.

Department	Position	Number of Vacant Positions	Recruitment Status
Housing Programs	Director Housing Programs	1 FTE	Interviewing candidates
	Assistant Director Housing Programs	1 FTE	Position on hold
	Housing Specialist I	2 FTE	1 FTE - Candidate hired 3/2/26



Property Operations	Assistant Director Property Operations	1 FTE	Interviewing candidates
	Senior Asset Manager	1 FTE	Interviewing candidates
	Property Management Supervisor	1 FTE	Interviewing candidates
	Asset Management Specialist	2 FTE	Interviewing candidates
	Property Operations Specialist	1 FTE	Interviewing candidates
Housing Development	Senior Project Manager	1 FTE	Interviewing candidates
Human Resources	Management Analyst	1 FTE	Internal promotion 3/9/26
Administration and Services	Director Administration and Services	1 FTE	Interviewing candidates
	Procurement and Admin. Services Manager	1 FTE	Interviewing candidates
Executive	Management Analyst	1 FTE	Interviewing candidates
Finance	Accounting Specialist II	1 FTE	Re-posting

Summary:

Total FTE's approved for FY 2025/26: 57
Number of unfilled budgeted positions: 19 FTE's
Budget to actual rate: 38%
Acting assignments in higher classifications: 1
Number of active recruitments: 12

The Housing Authority of the City of Alameda (AHA) has promoted one staff member to a Management Analyst in HR and hired one staff member, a Housing Specialist I, since the last quarterly report. Interviews and testing are in process for the Management Analyst (HR and Executive), Assistant Director of Property Operations, Property Operations Specialist I, Accounting Specialist II, Senior Asset Manager, Senior Project Manager, Director of Housing Programs, Director of Administration and Services, Procurement and Admin. Services Manager, and Asset Management Specialist. Management anticipates filling additional positions in the upcoming months. HR has also retained temporary staff to support AHA, including one Fellow, one intern, and one temporary staff member. The summer interns should also be onboarding in the upcoming months.

Other vacant positions will be opened in the coming quarter. The Board of Commissioners granted AHA ongoing hiring flexibility with the understanding that changes would be brought to the Board for ratification.

During this period staff attended the Prevention of Harassment and Discrimination training by Liebert Cassidy Whitmore and Housing CA, MTW, Empower, California Housing Worker's Compensation Association conferences and received training on: Use of personal equipment for work, Admin Plan revisions, customer survey results, the AHA Audited Financial Statements, and other IT training. A full, 17-week training program is being rolled out for Housing Programs staff and other staff who work on the voucher program.

IT

A solicitation will be performed in 2026 for cell phones and the 3rd party IT support consultant. The server has been replaced, and the new server is up and running with minimal impact to staff.

IT support Tickets

IT Support Tickets	January	February	March	Quarter 1
Access Rights	1	4	3	8
Hardware	7	3	9	19

Software	46	52	61	159
Onboarding/Off Boarding	3	0	2	5
On-Site Visits	4	4	4	12
Cybersecurity	6	1	4	11
Total	67	62	83	212

Annual Plan and MTW Supplement

The Annual Plan and MTW Supplement for FY2026-2027 was submitted to HUD prior to the April 17, 2026, deadline and AHA is now waiting for HUD approval on the plan. HUD indicated that a letter will be coming soon releasing AHA from the Landlord Cohort MTW restrictions due to the study being completed. This provides significant additional flexibility to AHA, especially in the area of rent setting. HUD staff stated in an e-mail that AHA may request to implement any activity in the MTW Operations Notice. Per the timeline outlined in PIH Notice 2021-03 which was the notice under which AHA was selected as MTW, the AHA had anticipated that the restrictions would remain in place until 2027. Staff are evaluating whether to do an amendment to the Annual Plan to allow activities to be implemented in the next fiscal year.

Reasonable Accommodations

Data and Policy staff have assumed responsibility for the reasonable accommodations process. The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodations (RA) processed as of April 28, 2026.

Month	New submissions by month	Requests still in process	Completed RAs (letter sent)	Submissions YTD	Completed RAs YTD
January	27	0	27	27	27
February	34	7	27	61	54
March	30	14	16	91	70

April	23	18	5	114	75
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The subsequent table displays the percentage of approved, denied, and closed RA requests that have been finalized by month. For example, during January 2026, there were twenty-seven RA requests that were finalized. Of those twenty-seven requests, eleven requests were approved, resulting in a 41% approval rate.

Month	Approved	Denied	Closed
January	41%	44%	15%
February	44%	15%	41%
March	44%	6%	50%
April	20%	0%	80%

The Reasonable Accommodation requests that were closed in March and April were either requests for property management and not the Housing Authority or were requested to be closed by the requestor.

The following table provides a year-to-date total of the type of accommodation requests received. The "other" category includes requests such as reinstating a voucher, requesting a specific unit or unit characteristics, general requests for housing and/or providing approval for an assistance animal.

Categories	YTD
Extra Bedroom	19
Live-In Aides	13
Parking	0
Unit Modifications/requests	5
Voucher Extension	6
Additional Extensions*	13

Increased Payment Standard	2
Accessible Unit	1
Other — Miscellaneous	16
Total	75

* Includes extension requests for activities such as HQS inspections, reexaminations, and informal hearing requests.

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 continue to complete quality control reviews of reasonable accommodation processes and outcomes.

Data and Policy

The staff in Data and Policy are presenting trainings to the Housing Programs Department for four hours a week. The topics presented already have included intake, processing certifications, hardship qualifications, a review of the approved MTW activities and Laserfiche operations.

Staff are reviewing new HUD guidance to ensure AHA is in compliance including a proposed immigration status rule, expanded implementation of HOTMA rules, and the removal of Shelter Plus Care regulations from the Code of Federal Regulations (CFR).

Data and Policy staff are also providing supervision of Housing Programs staff and staff who had been assigned to the Administrative Services department.

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, Tonya Schuler-Cummins, Senior Programs 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: Joshua Altieri, Community Programs and Communications Manager

Date: May 20, 2026

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, 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 Summary:

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

Internal Training: Comprehensive procurement training is offered on a bi-annual basis for AHA staff, with the next session scheduled for January 2026. Admin staff also initiated a monthly procurement review meeting starting in January 2025. These meetings are intended to discuss best practices related to AHA procurement processes and to review components of the electronic procurement and contract management platform. A new-hire procurement training session was also held mid-February 2026. Procurement staff is meeting with Department Directors on a monthly basis to ensure contracts and expenditure accuracy, plus monitoring the 2026 Solicitations Plan.

Procurement Updates: Staff brought the AHA, Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) procurement policy updates to the Board in April for approval. The major updates to the AHA policy included:

- Increase of Micro Purchase Threshold to \$15,000
- Increase of Simplified Acquisition threshold to \$350,000
- Independent Cost Estimate document required for all procurement over \$350,000 or \$2,000 for public projects with federal funding source



AHA solicitations can be found at the following link: <https://alamedahsg.bonfirehub.com/portal/?tab=openOpportunities>

A summary of recently issued RFPs and ITBs is provided below:

RFP/ITB DESCRIPTION	ORG	STATUS	ISSUE DATE
Vacant Unit Turnover Services- Cleaning, Painting, Flooring	AHA, ICD, AAHC	Pending Issuance	Mid-May 2026
Financial and Accounting Consultant Services	AHA, ICD, AAHC	RFP Issued	May 4, 2026
Third Party Property Management	AHA	RFQ Closed- Evaluation Pending	April 2, 2026
Telephone Answering Services	AHA	RFP Closed- Interviews/Demo Pending	February 12, 2026
Legal Services	AHA	RFP Closed- Contracts Pending	February 10, 2026
As-Needed Provisional Security Services	AHA	ITB Closed- Contract Pending	January 5, 2026
On-Call Maintenance Services	AHA	RFP Closed- Contract Executed	December 10, 2025
Professional Recruiting Services	AHA	RFP Closed- Contracts Pending	November 20, 2025
LIHTC Income Certification	AHA	RFP Closed- Contract Executed	November 13, 2025
On-Site Ergonomic Assessment on an As-Needed Basis	AHA	ITB Closed- Contracts Executed	October 29, 2025

The number of agreements and amendments executed, from February 1, 2026, to April 30, 2026, is provided below.

Agreements Executed	Amendments Executed
----------------------------	----------------------------

Community Relations Summary:

Below is a summary of AHA's community relations activities during the first quarter of 2026:

- The 2026 customer survey was mailed out in mid-January and respondents had until March 6th to submit customer survey responses. See separate Board agenda item (12A).
- In partnership with the Alameda Food Bank (AFB) and LifeSteps, residents at AHA's largest senior communities (Independence Plaza and Anne B. Diament) have been receiving free food deliveries on an alternating bi-weekly basis. Food is distributed via a "Farmers Market" style event. Also, in February, AFB began bi-weekly food distributions for both Linnet Corner and Estuary I residents, and 20 to 25 North Housing residents are being served on a bi-weekly basis.
- The Alameda Food Bank also provides free snacks, fruit, and water for AHA youth recreational programs hosted on a weekly basis 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 at Esperanza Apartments.
- Drawbridge (www.drawbridge.org) has been providing bi-weekly art activities (now on Fridays) 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.
- AHA staff received the 2025 annual report from the Alameda Boys & Girls club and 61 AHA youth benefited from the free membership, with 11 AHA youth receiving "Youth of the Month" awards.
- In partnership with the City's Public Works department, the Housing Authority has worked closely with staff from the Zero Waste Program to reduce waste at AHA properties. To date, Zero Waste staff has visited 11 Housing Authority-owned properties to distribute recycling totes, compost bins and printed materials. These efforts in 2025 resulted in over \$65,000 of annual cost savings for Housing Authority property operations.
- Via an agreement with AC Transit AHA provides up to 297 free AC Transit bus passes to the residents at Anne B. Diament, Rosefield Village, Everett Commons, Lincoln Willow, Estuary I, and Linnet Corner. As of February 2026, 210 AHA residents are utilizing bus passes, an increase from 44 residents in September 2024.

Communications Summary

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

- 1) **Press Releases:** During Q1, no press releases were published.
- 2) **AHA newsletters:** 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 newsletter.
- 3) **Public Outreach - Public Meetings :** In February and March AHA staff conducted public presentations at City Council, Kiwanis, and Rotary club. Plus, staff attended Community Stakeholder sessions with the city's Housing & Human Services dept to participate in the five-year strategic planning process as they work to support vulnerable and low-income households across the island. Lastly, staff participated with the city's Base Reuse and Economic Development department in the story-telling workshops to highlight the City's Rise-Up Guaranteed Basic income program. Several AHA households participated in the city's guaranteed income program.

Online Data Metrics

The information below tracks AHA's growing digital presence including website analytics, social media metrics, and email activity in Q1 2026:

Website Data (for www.alamedahsg.org):

Total unique visitors: 22,486 (+8% vs. Q4)

Total page views by unique visitors: 71,692 (+2% vs. Q4)

Average engagement per active unique visitor: 1 minute 4 seconds (down 37 seconds vs. Q4)

Facebook Data:

Total followers: 1,206 (19 more followers compared to Q4)

Post reach (number of people that saw any content on AHA's Facebook page): 11,434 (-32% vs. Q4)

LinkedIn Data:

Total followers: 2,008 (135 new followers added during Q4)

Unique visitors visited LinkedIn page: 523 (-1% vs. Q4)

Impressions delivered (total AHA LinkedIn profile page views by unique visitors): 16,213 (+23% vs. Q4)

Email Data:

Total Contacts: 52,241 (contacts gained in Q1: 237)

Email open rate: 59% (-3% vs. Q4)

Click rate: 10% (+4% vs. Q4)

Total Ombudsman Contacts in Q1 2026: 16

Public Non-AHA landlord/tenant matter 1

Tenant – Potential lease violation	0
Tenant – Rental Payment related	2
Tenant – Neighbor related complaint	3
Reasonable Accommodation	1
Participant – Voucher status related	1
Applicant – Lease up, wait list	3
Complaint related to FPI staff	1
Complaint related to AHA staff	1
Contacts from landlord (Portal, HAP, etc.)	3

Risk Management Summary:

AHA Claim Management: In this quarter, the AHA Risk Management team received 17 Incident Reports

Incident Type by Quarter	Q1
Other (no damages)	3
Injury	3
Property	10
Public Safety	1
Vehicle	0
Cyber	0
Grand Total	17

One property damage incident at Everett Commons was converted into an insurance claim.

The total expenditure amount associated with the reported incidents during this quarter is currently estimated at approximately \$17,949, with a currently expected recovery rate of roughly 33% from claim reimbursements (subtracting deductibles and non-reimbursable expenses) and tenant charges.

*Insurance claims for property damage are subject to deductibles of either \$5,000 or \$10,000 per incident, depending on location. As a result, even expenditures that are covered types of loss in AHA's insurance policies may not be fully recoverable.

Approximate expenditures by type:

- Plumbing repairs (not covered by insurance): \$5,924.00
- Remediation and repairs (covered*): \$12,025.00
- Current approximate expected recovery: \$5,974.00
- Current approximate net loss: \$11,975.00

During this quarter, the AHA Risk Management Team conducted the following activities:

AHA Risk Prevention Program:

- Coordinated bi-weekly property visits at residential sites with staff from across the agency. Staff offered recommendations for improvements regarding security, health and safety, ADA compliance, inspection and permit compliance, hazard correction, and overall quality of properties.
- Performed regular general inspections and detailed monthly inspections of AHA's main office (701 Atlantic Ave.), and detailed monthly inspections of the maintenance garage at AHA's main office and AHA's office at South Shore Center.
- AHA fire extinguishers are inspected monthly.
- Backup generators are tested monthly in compliance with AHA's written Standard Operating Procedure (SOP).

Training (provided in coordination with other departments):

- Confrontation Management written training was issued to all staff.
- First Amendment Auditor written training was issued to all staff.
- The Management Analyst assigned to Risk Management attended the 2026 Public Agency Risk Management Association's (PARMA) annual conference.
- Emergency Point of Contact SOP training provided to new exempt staff.

Emergency Management:

- Evacuation chair and authorized persons only signs were mounted with the evacuation chairs at Linnet Corner, Estuary 1, and 701 Atlantic.
- AHA's application to the Housing Authorities Risk Retention Pool's (HARRP) Loss Control Grant was approved for \$2,500 to be used for first aid/CPR/AED training for AHA staff. Training is expected to be scheduled summer 2026.

Public Records Act Requests:

In this quarter, the AHA Risk Management team received 30 Public Records Act (PRA) requests. There were approximately 55 PRA requests in calendar year 2024 and 40 in 2025. These data suggest a significant increase in the frequency of PRA requests in calendar year 2026.

Status	2026 Q1	2026 Q2	2026 Q3	2026 Q4	2026 Total To-Date
Ongoing	2	TBD	TBD	TBD	2
Closed	28	TBD	TBD	TBD	28
Total	30	TBD	TBD	TBD	30

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

None

Respectfully submitted,

Joshua Altieri

Joshua Altieri, Community Programs and Communications Manager



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Komal Goundar, Assistant Director of Housing Programs

Date: May 20, 2026

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

Program Integrity

The Housing Authority of the City of Alameda (AHA) is scheduling inspections that are required for 2026 for the first six months of the year. Regular reexaminations are being scheduled for the entire year.

Leasing

Staff are actively working to lease and fill vacant Project-Based Voucher units within AHA's portfolio.

HUD HCV Program News

HUD recently updated requirements for the Emergency Housing Voucher(EHV) and Stability Voucher (SV) programs, mainly focusing on stricter compliance. Public Housing Authorities now must fully verify citizenship or eligible immigration status and Social Security numbers for all participants, as previous flexibility has been removed. Data & Policy staff are working on reviewing these documents.

In addition, HUD released the 2026 administrative fee rates, which determine funding for program operations. Early 2026 payments are slightly reduced due to proration (about 88%) and are structured in tiers based on leasing levels.

Staff and Training Updates

Currently, AHA continues to provide approximately 17 weeks of training to re-train staff and to onboard new staff hired in the last few months. The learning outcomes of the



program and core competencies that are being covered during the training are the full function of the department's standard operating procedure. We are also managing a transition with the departure of one of our Assistant Directors. Separately, we are in the process of recruiting for the Director of Housing Programs position.

FISCAL IMPACT

For report only, no fiscal impact.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview Report for the Housing Programs Department.

ATTACHMENTS

1. HPD BOC Dashboard March 2026

Respectfully submitted,



Komal Goundar, Assistant Director of Housing Programs

Housing Programs Department Dashboard for March 2026

Total NON-ACC Vouchers Leased By Type		
Program	Vouchers Leased	Amount Awarded/Funded
Shelter Plus Care	17	18
Moderate Rehabilitation	28	30
SRO		

Budget Authority (For March 2026 - Average Across 12 months)	
\$	3,642,856.17
Total HAP expended	
\$	3,766,054.00
HAP/Budget Authority	
	103.4%

Average Duration from voucher issuance to those leased up in March 2026 (days)	
Not Applicable- No tenant based vouchers leased this month	
Average Tenant Rent to Owner	499.35
Average TTP	
\$	595.18
Average HH income	
\$	24,549.32
Percentage of Inspections Passed First-Time (3/2026)	44%
Inspections Completed (3/2026)	
	34

Total ACC Vouchers Leased By Type		
Voucher Program	Vouchers Leased	Amount Awarded
Housing Choice Vouchers (HCV)	927	Not Applicable
Project Based Vouchers (PBV)	457	Not Applicable
AHA-Owned HCV	213	Not Applicable
Family Unification Program (FUP)	35	50
Veterans Affairs Supportive Housing (VASH)	65	76
Stability Vouchers (SV)	5	10
Total Vouchers Leased	1697	
Units on ACC	2059	
ACC Vouchers Not Leased	362	

Emergency Housing Vouchers*	
EHV (7760) in Alameda	28
EHV Port Outs	12
Total Leased	40
Total Awarded	57

*vouchers will decrease over time due to the sunset of the program and HUD's prohibition on issuing new EHVs

Average of HAP per Bedroom size	
Bedroom Size	Average HAP
0	\$ 1,057.06
1	\$ 1,601.78
2	\$ 2,005.78
3	\$ 2,305.52
4	\$ 2,409.21
5	\$ 2,916.67
Count of Households	
	145
	592
	642
	317
	75
	4

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: May 20, 2026

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 tables summarize property performance for all sites, including Housing Authority of the City of Alameda (AHA) and affiliate-owned sites for the month of April for all properties Asset Living Management manages.

VACANCY

The attached table (Attachment 1) reflects the occupancy and leased rate as of May 12, 2026, per site. The average days to make ready for the month of April was 7 days.

Occupancy and leasing improved at Independence Plaza, Parrot Village, and Eagle Village between the first of April and first week of May. By mid-May, Independence Plaza's occupancy increased from 91% to 95.6%, Parrot Village increased from 80% to 84%, and Eagle Village increased from 72% to 77%. We continue to have meetings multiple times a week with the Asset Living management team to review the leasing activity, applicant status, and to manage the approval process in detail.

In Q3 of 2024, AHA implemented a pre-screening process to assist with the leasing efforts of PBV units throughout the portfolio. The intent is to minimize the amount of downtime during the outreach and review 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 pre-qualified, the files are sent to Asset Living for final criteria review to include background and landlord reference confirmation. This practice had been used for the lease up efforts for Estuary I and Linnet Corner as well.



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

In late April and early May, wait list openings occurred for the Rosefield Village and Eagle Village communities and will be implemented for Parrot Village and Linnet Corner in the next few weeks. AHA is working with the bay area wide Doorway affordable housing portal for these openings. Doorway Housing Portal - <https://housingbayarea.mtc.ca.gov/>.

RENT COLLECTIONS

The attached table (Attachment 2) provides the rent collection rate versus budget for all AHA-owned and affiliate-owned sites managed by Asset Living. The overall portfolio rent collection rate for the month of April was 102%.

Properties with collection rates of more than 95% are due to higher market rents achieved vs. budget coupled with increased subsidy payments. The lower collection rates for April 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 vacancy.

Like many owners, especially non-profit owners, there remains a large payment issue stemming from the COVID era. The total delinquency (unpaid rent) for the portfolio for current residents is \$217,639. Of this, the total delinquency for residents in legal (i.e. subject to a 30-day notice of termination) is \$103,144. This is a significant improvement over this same period last year when total delinquency was \$434,558 of which \$248,542 was for those in legal status. Although some long-term non-payment or behavioral situations continue to persist and are slow to move through the court system.

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, Asset Living, 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 significant balances will remain on the ledger until the resident moves out. A few 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 Asset Living.

RENT INCREASES

Rent increases will be issued at all sites in the next two months. 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 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 residents and households and continues to link them to financial and social service agencies, as needed. LifeSTEPS is also actively engaged in resident functions. The resident activities at Estuary and Linnet Corner have been particularly well received, with high resident participation and engagement.

The LifeSTEPS team and Asset Living continue to work with residents to participate in the online options available and enrollment in Rent Café/the resident portal.

MAINTENANCE

The annual unit by unit inspections were conducted in 2025 and were completed for each Asset Living community by the end of December. The annual inspections for 2026 have already been scheduled to occur between July and November. 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.

PROPERTY MANAGEMENT RFQ

The agency is currently in the process of the RFQ for property management services. Fee proposals are due May 12, 2026, and in-person interviews are scheduled with seven providers for the week of May 18, 2026. An agent is anticipated to be selected by June 1, 2026, and brought to the Board for approval mid-June. Should the current provider not be the selected provider again, we anticipate a transition period from June – September with an estimated start date of September 1, 2026.

HIRING

The department is in the process of hiring a Property Management Supervisor, Senior Asset Manager, LIHTC Compliance Manager, Property Operations Specialist I, Assistant Director of Property Operations, and two Asset Management Specialists.

FISCAL IMPACT

Not applicable.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Overview Report for Property Operations.

ATTACHMENTS

1. Property Operations 11.E Attachment 1
2. Property Operations 11.E Attachment 2

Respectfully submitted,



Nancy Gerardin, Director of Property Operations

Property Name		Owned by	Total Vacant 05/12/2026	Occupancy	Leased %
China Clipper	v18	AHHC	3	88.46%	92.30%
Esperanza	v19	AAHC	7	94.30%	95.90%
Littlejohn Commons	v20	ICD	1	96.77%	100.00%
Parrot Garden	v21	AHA	0	100.00%	100.00%
Parrot Village	v22	AAHC	8	84.00%	94.00%
Everett Commons	v23	ICD	1	95.00%	100.00%
Scattered Sites	v24	AHA	2	92.30%	96.15%
Scattered Sites	v25	AAHC	2	92.59%	96.29%
Rosefield Village	v26	ICD	6	93.47%	96.70%
Eagle Village	v27	AAHC	8	77.70%	83.00%
Independence Plaza	a128	AAHC	8	95.69%	99.46%
Anne B Diarment	w70	AHHC	3	95.38%	100.00%
Estuary I (Lakehurst and Mosley Lp)	a142	ICD	0	100.00%	100.00%
Linnet Corner (Mabuhay and Lakehurst LP)	a143	ICD	0	100.00%	100.00%
TOTAL			49	93.9%	97.24%

Property Name	Property code	Owned by	Managed by	Total units	Senior or Family	Manager units	Gross Potential Rent	Resident Rent Collected	Subsidy collected	Total Rent Collected (Actual)	% collected	Current Total Unpaid	0-30 Day AR	31-60 Day AR	61-90 Day AR	90 + Day AR	Eviction Status AR - April Month
China Clipper	v18	AHHC	FPI	26	Family	1	\$55,695.00	\$16,644	\$53,779	\$70,423	126.4%	\$1,290	\$50	\$511	\$43	\$686	\$4,028
Esperanza	v19	AAHC	FPI	123	Family	1	\$369,054.00	\$90,964	\$304,724	\$395,688	107.2%	\$41,477	\$848	\$129	\$742	\$39,758	\$24,336
Littlejohn Commons	v20	ICD	FPI	31	Senior	1	\$72,273.00	\$13,611	\$61,531	\$75,142	104.0%	\$88	-\$12	\$0	\$50	\$50	\$172
Parrot Garden	v21	AHA	FPI	8	Family	1	\$26,396.00	\$9,109	\$15,545	\$24,654	93.4%	-\$8	-\$8	\$0	\$0	\$0	\$0
Parrot Village	v22	AAHC	FPI	50	Family	1	\$160,614.00	\$47,652	\$124,328	\$171,980	107.1%	\$291	\$227	\$497	\$714	-\$1,147	\$7,348
Everett Commons	v23	ICD	FPI	20	Family	1	\$59,211.00	\$7,477	\$39,882	\$47,359	80.0%	\$656	\$138	\$0	\$75	\$443	\$1,242
Scattered Sites	v24	AHA	FPI	26	Family	0	\$53,819.00	\$3,228	\$44,481	\$47,709	88.6%	\$1,352	\$197	\$24	\$25	\$1,106	\$0
Scattered Sites	v25	AAHC	FPI	27	Family	0	\$59,125.00	\$28,484	\$35,748	\$64,232	108.6%	\$37,722	\$1,736	\$50	\$54	\$35,882	\$13,711
Rosefield Village	v26	ICD	FPI	92	Family	1	\$191,307.00	\$56,085	\$102,050	\$158,135	82.7%	\$17,931	\$14,032	\$1,128	\$0	\$2,771	\$27,976
Eagle Village	v27	AAHC	FPI	36	Family	1	\$103,164.00	\$40,068	\$65,004	\$105,072	101.8%	\$3,968	\$1,587	\$20	\$0	\$2,361	\$103,000
Independence Plaza	a128	AHA	FPI	186	Senior	2	\$445,259.00	\$79,044	\$302,058	\$381,102	85.6%	\$1,184	\$1,538	-\$123	-\$297	\$67	\$14,066
Anne B Diament	w70	AHHC	FPI	65	Senior	1	\$155,743.00	\$45,181	\$94,868	\$140,049	89.9%	\$2,793	-\$15	\$0	\$0	\$2,808	\$0
Estuary I (Lakehurst and Mosley lp)	a142	ICD	FPI	45	PSH	1	\$101,298.00	\$10,197	\$90,503	\$100,700	99.4%	\$334	\$361	\$150	\$0	-\$177	\$5,192
Linnert Corner (Mabuhay and Lakehurst LP)	a143	ICD	FPI	64	Senior	1	\$124,859.00	\$35,731	\$82,898	\$118,629	95.0%	\$5,418	\$985	\$0	\$3,948	\$485	\$4,970
TOTAL				799		13	\$1,852,958.00	\$483,475.00	\$1,417,399.00	\$1,900,874.00	102.6%	\$114,495	\$21,664	\$2,386	\$5,354	\$85,092	\$103,144



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: May 20, 2026

Re: Approve the Quarterly Write-off, to March 31, 2026, 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 Alameda Affordable Housing Corporation, the Housing Authority of the City of Alameda, and Island City Development. A final notice will be sent to the respective resident(s) before the outstanding balance is written off. The total amount to be written off is \$136,205.70 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 \$78,335.74, Housing Authority of the City of Alameda of \$680.00, and ICD of \$57,189.96.

CEQA

N/A



RECOMMENDATION

Approve the Quarterly Write-off to March 31, 2026, of Uncollectible Accounts Receivable from Former Residents.

ATTACHMENTS

1. BOC Attachment - Q1 2026 Write Off 05.20.2026

Respectfully submitted,



Nancy Gerardin, Director of Property Operations

Legal Entity	Property Name	Reason for Move Out	Move Out Date	Amount of Bad Debt per reconciliation
AAHC	China Clipper	Relocation	1.7.2026	\$7,825.00
AAHC	Parrot Village	Relocation	2.21.2026	\$3,876.00
AAHC	Parrot Village	Relocation	2.11.2026	\$8,195.51
AAHC	Eagle Village	Death	2.9.2026	\$283.00
AAHC	Eagle Village	Relocation	3.9.2026	\$35,014.92
AAHC	Eagle Village	Relocation	3.9.2026	\$22,242.31
AAHC	AAHC Scattered Sites	Relocation	12.24.2025	\$899.00
			TOTAL AAHC	\$78,335.74
ICD	Estuary	Death	11.25.2025	\$3,143.00
	Rosefield Village	Eviction	2.25.2026	\$54,046.96
			TOTAL ICD	\$57,189.96
AHA	Independence Plaza	Death	1.16.2026	\$680.00
			TOTAL AHA	\$680.00
			TOTAL	\$136,205.70

ENTITY	Q4 2025 Bad Debt	Q3 2025 Bad Debt	Q2 2025 Bad Debt	Q1 2025 Bad Debt
AAHC	\$40,312.00	\$43,777.10	\$40,862.05	\$96,012.88
ICD	\$516.00	\$72,783.97	\$38,802.57	\$92,364.77
AHA	\$0.00	\$680.00	\$8,378.72	\$13,972.00
	\$40,828.00	\$117,241.07	\$88,043.34	\$202,349.65



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: May 20, 2026

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

BACKGROUND

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

DISCUSSION

Island City Development

Currently, the Housing Authority of the City of Alameda (AHA) has a pre-development loan to Island City Development (ICD) for Estuary II through its affiliate Alameda Affordable Housing Corporation (AAHC) via the Alameda Affordable Housing Trust Fund (AAHTF). The AHA Board approved options for ground leases for ICD pipeline projects (Estuary II & The Poplar). There is also a conditional Project-Based Voucher commitment for Estuary II, for forty Project-Based Vouchers. However, due to HUD shortfall this cannot be funded at this time.

Affordable Housing Project Pipeline

- Estuary I – Estuary I is being reviewed for 90 days of stabilized occupancy. Conversion is planned for July 2026. Staff is providing compliance documentation and preparing the CTCAC placed in service application. Staff is also actively reviewing the small construction and warranty projects.
- Linnet Corner is being reviewed for 90 days of stabilized occupancy. Staff is providing compliance documentation and preparing a series of documents required by the State of California for its funding, which is anticipated to be delivered in September 2026. The State has released an opportunity to obtain its funding early, which would save on construction interest costs, starting April 15, 2026. Staff is preparing a package and see if this is a viable alternative for this project. Staff is also actively reviewing the small construction and warranty



projects.

- Estuary II – Staff has started the new 2026 application cycle. It submitted an application for City of Alameda HOME fund on April 27, 2026. The March AHP application is scheduled for award notifications in June 2026. Staff is also discussing funding alternatives with the State of California, if available, including the extension and augmentation of existing awards.
- North Housing Master Plan – Staff expects the release of the EBMUD infrastructure bond in the next month. The City infrastructure bond will be released summer of 2026. Both bonds are pending final review of the completed work and the first year guarantee.
- The Poplar (2615 Eagle) – Poplar continues to focus on entitlement steps and early design. Rincon Environmental submitted the results from the seasonal testing to the Water Board for review. Staff requested and received an extension to 2027 to re-submit the Corrective Action Plan (CAP) from the Water Board. A new fence has been installed to keep the site secure. Pest control and weekly site walks continue. An interest list is available for prospective tenants.

Asset Management Reporting

The 2026-27 Welfare tax exemptions were submitted to the County of Alameda Assessor in late February, on time. Staff is responding to requests for additional information. On May 1, 2026, staff submitted the first tranche of required documents for the tax credit properties to the California Tax Credit Allocation Committee. HD staff supported Finance as they completed the 2025 audits for all the tax credit properties.

New Funding Opportunities

Housing Development, Finance and Portfolio issued an RFP for debt to refinance the mortgage at Eagle and Parrot Village in March. Please see the related Board report on financing options.

Construction in Progress

The largest active CIP project is the complete roof replacement at Independence Plaza (IP) and the AHA offices. There has been steady progress despite weather interruptions. Other projects at IP and Anne B. Diament (ABD) are in design and permitting. The multi-site gas shut-off project has also begun. Staff is reviewing the draft FY 26-27 CIP activities list and budget in preparation for the annual budget cycle. AHA's construction management team also led a 100% unit and common area warranty walk at North Housing in February and was able to identify a number of issues that are being referred to the contractor for resolution. Portfolio and HD staff have been partnering on warranty issues at Everett Commons, including the installation of expansion tanks at the water heaters and obtaining legal counsel with regard to ongoing warranty issues.

Staffing

The department has recently hired two new staff and is working with a part-time AHA former employee/retiree to catch up on key tasks. The department anticipates hosting a summer intern.

Public Outreach

HD staff released a development pipeline newsletter in April, which includes a link for The Poplar Interest List.

FISCAL IMPACT

None

CEQA

Not Applicable

RECOMMENDATION

Accept the Monthly Overview Report for the Housing Development Department.

ATTACHMENTS

1. Housing Development Newsletter Q1 2026

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sylvia Martinez', is positioned below the text 'Respectfully submitted,'.

Sylvia Martinez, Director of Housing Development

Housing Development

DEVELOPMENT PIPELINE QUARTERLY UPDATE

Thank you for your continued interest in our work. We're pleased to share the progress being made to build and preserve affordable housing for people in our community.

In Development:

We are excited to announce that Estuary II is shovel-ready, and the team is actively pursuing funding to bring the project into construction. AHA has already completed all required sidewalk and perimeter site improvements, including construction and dedication of Mabuhay Street to the City of Alameda.

Estuary I and Linnet Corner are now fully leased. The team is working to ensure both properties are running smoothly as they transition into long-term operations by late 2026.

On the Poplar, a new affordable housing community of approximately 50-60 family apartments, the project is moving through California Environmental Quality Act (CEQA) review and entitlements process. In 2025, AHA hosted three community meetings and received a variety of feedback. The next community meeting will occur in 2027 as part of that CEQA process. More information on the project is available at <https://www.alamedahsg.org/project/poplar/> and the Island City Development (ICD) website: <https://islandcitydevelopment.org/project/the-poplar/> There is also an interest list for families and individuals who are interested in living at Poplar : [Sign up for Poplar Interest List](#)



1) New fencing has been installed at 1625 Eagle (Poplar).

Construction In Progress:

Property upkeep is a core part of our work, ensuring our communities remain safe, functional, and long-lasting. Recent improvements include:

- Concrete repairs at Sherman House
- Roofing upgrades at Independence Plaza (ongoing)
- Roof and gutter replacement at the AHA office (completed in March)
- Installation of seismic gas shut-off valves at 10 properties for added safety

Looking ahead, additional upgrades are in progress across multiple properties, including balcony repairs, electrical and water system improvements, ADA upgrades, parking lot safety features, and building renovations. Independence Plaza is also updating site signage to enhance safety.



2) Concrete repair work completed at Sherman House.



3) New roofs being installed at Independence Plaza.



4) New roofs being installed at the AHA office.

Events

With 2026 well underway, we're taking a moment to highlight a few key moments from this past year.

In September, AHA celebrated its 85th anniversary, recognizing staff and local leaders for their ongoing commitment to providing safe, affordable housing in Alameda.

In December, AHA hosted the Northern California and Nevada Chapter of the California Association of Housing Authorities. More than 30 housing professionals from across the region came together to share ideas, best practices and tour local properties.

During the holiday season, AHA partnered with the Alameda Firefighters Toy Program to create an online application which allowed over 230 AHA households to apply for toys through the program. The department also welcomed a new Construction Project Manager and Housing Development Specialist, both of whom are now supporting current and upcoming projects.



2. The AHA 85th celebration venue (Left). Association of Housing Authorities Meeting (Center). Alameda Firefighters Toy Program (Right).

Interested in Housing?

Poplar Interest Form: [Sign up for Poplar Interest List](#)

Procurement

AHA continues to seek qualified vendors and consultants for a range of services. Interested firms can register through Bonfire to view opportunities and submit proposals:

- <https://www.alamedahsg.org/contracting-with-aha>
- <https://alamedahsg.bonfirehub.com/portal/?tab=openOpportunities>

Stay Connected

Sign up for our e-newsletter to receive updates: www.ahagroup.click

Contact:

Joshua Altieri, Community Relations Manager
510-747-4321, jaltieri@alamedahsg.org



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: May 20, 2026

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

BACKGROUND

The Housing Authority of the City of Alameda (AHA) and its affiliates, the Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) 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.

AHA and AAHC have completed or begun all health and safety items, and are now addressing short-to-medium 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. AHA's Housing Development department works collaboratively with the Property Operations and Asset departments to provide a budget and scope of work for the 2025-26 agency budget and to complete the work.

DISCUSSION

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

1. AHA Office and Independence Plaza Roofing Upgrades

Site: AHA Office 701 Atlantic Ave. and Independence Plaza, Buildings 703, 705, 707, 709, and 711 Atlantic Ave.

Estimated total cost: \$450,000 for the first 2 buildings, a contract addendum in the amount of \$1,039,595.88 was approved for buildings 705, 707, 709, and 711.

Source of funds: Property reserves

Purpose: Replace six roofs and gutters.

Timeline: This scope of work is expected to take 60 days for each building to complete.



Status: A contractor (Sierra Roofing and Solar Inc.) has been selected, and the contracts were executed on 11/20/2025. Work began at 701 Atlantic Ave. on 1/20/2026 and was completed by 2/16/2026. The work at 701 Atlantic Ave. began on 2/13/2026 and was completed on 3/16/2026. Building 705 work began on 4/11/2026 and is expected to take 4–6 weeks with the remaining buildings to follow.

2. China Clipper Balcony Repairs

Site: China Clipper Office

Purpose: ADA accessibility renovations.

Estimated total cost: To be determined

Source of funds: Property operating budget and AHA Reserve Policy

Timeline: TWM is currently in final design review for the lobby, restroom, mailboxes, and Community Directors offices renovation.

Status: TWM Architects have been chosen to provide design for the renovation and provide the permit documents at a cost of \$33,000.00. A design services contract was executed on 4/16/2025. Permit plans were submitted to the city building/planning department for review on 9/15/2025.

3. Parrot Garden/ Parrot Village Office ADA Accessibility Renovation

Site: Parrot Garden/ Parrot Village

Estimated total cost: To be determined

Source of funds: Property Operating Budget and AHA Reserve Policy

Purpose: Code Compliant Required accessibility renovations.

Timeline: Final design is expected by 2/26/2026. Work is expected to take 3 to 4 weeks once the permit has been issued.

Status: TWM Architects have been chosen to design the parking, walkways, curbs, and office ramp entrance and provide the permit documents at a cost of \$44,000.00. A design services contract was executed on 4/16/2025. Permit plans were submitted to the city building/planning department for review on 2/19/2026.

4. AHA portfolio Concrete Repairs

Site: Sherman House, Parrot Garden, Everett Common, Esperanza, and China Clipper

Estimated total cost: \$52,700

Source of funds: Property Operating Budgets and AHA Reserve Policy

Purpose: Trip Hazard Remediations.

Timeline: Completed

Status: An RFP was issued on 8/12/2025, and BNO Builders was chosen on 10/2/25, as the preferred proposer at a total cost of \$52,700. This project is 100% complete.

5. ABD Community Room Kitchen

Site: Anne B. Diament Plaza

Estimated total cost: \$TBD

Source of funds: Property Operating Budget and AHA Reserve Policy

Purpose: ADA Required Accessibility Renovations.

Timeline: To be determined

Status: Anne B. Diament Plaza was built in 1975. The kitchen/community room spaces

serve as a resident gathering and event space, neighborhood polling place, and hosts a food bank among other uses. The floor in this space is lower than the interior corridors and accessible by 3 steps. However, a wheelchair lift was installed in 1993 to improve accessibility. The adjacent kitchen has been identified as not ADA accessible due to countertop height, inaccessible sink and countertop workspace, lack of turning radius and other issues. An RFP was issued for architectural design services for the renovation of this space on 8/16/2025. Barry and Wynn Architects were chosen as the preferred architect on 9/24/2025, at a cost of \$25,650.00. The accessible kitchen design is currently in progress with AHA staff and permits are expected to be applied for by 5/15/2026.

6. Site Signage

Site: Independence Plaza, Lincoln House, Sherman House, and Stanford House

Estimated total cost: \$45,820.00

Source of funds: Property Operating Budget and AHA Reserve Policy

Purpose: ADA Required Accessibility Renovations.

Timeline: To be determined

Status: The signage is in design. The design consultant had been out of the office for an extended period for medical reasons. Installation has begun and is expected to be completed by 5/29/2026.

7. Everett Common Domestic Water Leaks

Site: Everett Common

Estimated total cost: To be determined

Source of funds: To be determined

Purpose: Investigating multiple leaks of domestic water supply lines in PEX water lines

Timeline: AHA is investigating the re-occurrence of water leaks in multiple residential units over the last 2+ years. These are typically in PEX supply lines. AHA staff are working with the general contractor (JH Fitzmaurice) and the property management team, FPI, to determine possible causes of these leaks. Samples of the PEX material have been removed from the existing buildings and will be sent to a material testing lab for analysis. Domestic expansion tanks were identified as missing from the original installation as designed. Monarch Mechanical will be installing these at no cost. Further assessment will be provided as to the impact on the system and components the missing tanks may have had once the tanks have been installed and in service. All expansion tanks have been installed by Monarch Mechanical and AHA is discussing next steps with counsel.

8. AHA Portfolio Seismic Gas Shutoff Valve Installations

Sites: 265 units on 10 properties

Estimated total cost: \$223,000

Source of funds: Property Operating Fund and AHA Reserve Policy

Purpose: Seismic gas meter shutoff valves were identified as missing on meters at China Clipper and ABD during the Seismic Assessments. Staff has reviewed the gas meters on the remaining portfolio properties and identified 265 meters on 10 properties that should have shutoffs installed.

Timeline: Work to begin by 7/1/2026.

Status: An RFP was issued on 10/8/2025 to install seismic gas shutoffs at 265 gas meters on 10 properties. Three proposals were received, and Nation Restoration was chosen as the preferred contractor. AAHC and AHA contracts were signed on 1/7/2026 for a total amount of \$213,700.00 to supply and install the 265 shutoff valves. The work will begin once Nation Restoration has obtained permits from PG&E and the building department and all affected residents have been notified.

9. Esperanza Water Heater Code Compliance Upgrades

Sites: 120 units

Estimated total cost: \$300,000

Source of funds: Property Operating Fund and AHA Reserve Policy

Purpose: As a result of a recent property review, it was discovered the existing property water heaters are variously aged and not fully in code compliance. The existing water heaters have been replaced on an as-needed basis over the life of the property and some units are missing miscellaneous items; expansion tanks, seismic strapping, drain pans, etc. These repairs will facilitate the installation of the above-noted items to bring the water heater systems into current code compliance.

Timeline: An RFP for this scope of work was issued on 4/2/2026, and proposals are due 4/28/2026.

Status: An RFP was issued on 4/2/2026 to replace various aged water heaters and install missing code/safety components where required. A bid walk was conducted on 4/14/2026 and proposals were due 4/28/2026. Staff is reviewing the proposals.

9. Independence Plaza Building 703 Atlantic Ave. Fire Sprinkler Main Supply Line (Underground) Repair

Sites: 18 Units

Estimated total cost: \$94,000 minus insurance reimbursement.

Source of funds: Property Operating Fund and Reserves, Insurance Policy Reimbursement

Purpose: On the evening of Saturday, April 25th, 2026, the 6" fire main supply line ruptured underground, outside the building. This break in the underground pipe caused soil erosion and flooding outside, and flooding inside the building. Water from the burst main entered the building at the garbage room and traveled down the first floor corridor in the west wing into the residential units, elevator pit, lobby, and community room. Due to the loss of water pressure in the fire sprinkler system, the sprinkler system was rendered inoperable. A 24-hour fire watch was immediately put in place until the fire sprinkler system was repaired, back flushed and tested on Wednesday, April 29th. The elevator pit water and oil were removed. The affected residential units' and common area carpets were also removed with water and moisture remediation beginning immediately. The lifted sidewalks west of the building were also replaced.

Timeline: April 25th-April 29th, 2026.

Status: The fire sprinkler main was repaired and placed back in service. The landscape erosion and adjacent damaged sidewalks were also repaired. Interior remediation (carpet, drywall, paint, etc.) is currently in progress.

11. China Clipper Repairs

Site: China Clipper

Purpose: Common area upgrades

Estimated total cost: To be determined

Source of funds: City HOME funds

Timeline: The City of Alameda may be able to allocate expiring HOME funding for common area upgrades at China Clipper such as new roofing, paint, flooring, bathroom fans, cameras, and other needed upgrades. The work must be completed by the end of June 2026. AHA and City staff are working together to contract for this work and perform upgrades as timing and funding permit.

FISCAL IMPACT

Funding for repairs and maintenance on existing properties owned by either AHA or the AAHC is from either property reserves or the 2026 Reserve Policy Preservation Budget, as adopted by the AHA Board of Commissioners.

CEQA

None.

RECOMMENDATION

Accept the Quarterly 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: Sylvia Martinez, Director of Housing Development

Date: May 20, 2026

Re: Accept the Quarterly Report for The Poplar.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) purchased the property (the Site) at 2615 Eagle Avenue in March 2022. AHA has a goal of serving 50-60 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 entered into \$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. AHA has recently received an additional \$1,000,000 from the City of Alameda increasing this redevelopment funding total to \$5,888,053.

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 (DTSC). The grant has a two-year term: March 2024 to March 2027 (per recent extension). The majority of the ECRG grant is slated for environmental investigation and the development of a remedial action plan.

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

DISCUSSION

In December 2025, Rincon conducted seasonal testing, and the results have been published on the public website Geotracker (<https://geotracker.waterboards.ca.gov/>). Staff requested and received an extension to 2027 to re-submit the Corrective Action



Plan (CAP) from the Water Board.

AHA has installed a new fence to the legal property line. Pest control and weekly site walks continue. Staff have also hired a local consultant who will be working on the website and other communications in the next months.

Pre-development expenses to date are attached. Staff is preparing an updated pre-development budget for 2026-2027. Activities focus on continuing the entitlement process and ongoing design. An interest list is available for prospective tenants.

FISCAL IMPACT

Pre-development expenses at The Poplar are currently being funded by City redevelopment funding and the Capital Impact BFF loan. Environmental-specific costs are being reimbursed through the ECRG grant.

CEQA

Not Applicable.

RECOMMENDATION

Accept the Quarterly Development Report for the Poplar.

ATTACHMENTS

- 1. Poplar Predev Spent to Date_260330

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

The Poplar Predevelopment Spent to Date

As of 4/15/26

Project Administration	\$	445,122		
Engineering	\$	63,184		
Design	\$	160,158		
Environmental	\$	360,115		
Prepaid deposits	\$	656,314		
Financial	\$	223,688		
Holding Costs	\$	128,066		
		<u>\$</u>	<u>2,036,646</u>	
Sub-Total				
Acquisition			<u>\$</u>	<u>2,520,807</u>
TOTAL			<u>\$</u>	<u>4,557,453.</u>



PHONE: (510) 747-4300
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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: Jocelyn Layte, Associate Project Manager

Date: May 20, 2026

Re: Accept the Quarterly Stabilization Report for Linnet Corner.

BACKGROUND

The Housing Development Department provides quarterly 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 sixty-four units. There are forty studio units and twenty-three one-bedroom units targeting seniors and veteran seniors aged sixty-two and over and a two-bedroom manager's unit. Affordability levels range between 30% and 40% of the Area Median Income (AMI). Sixteen units serve formerly homeless senior veterans. Amenities include a community room, onsite property management and service provider offices, parking, laundry room, a resident garden, and a roof terrace. Linnet Corner achieved a certificate of occupancy to close construction on September 4, 2025.

Please see previous Board of Commissioner reports for project details.

DISCUSSION

Construction

In December 2025, the Board approved a contract with the project general contractor for upgrades of the property. To date, the contract has used 59% of the total contract amount (\$105,626) for work on the properties' rain gutter systems, awnings, acoustic upgraded ceiling tiles in management and services offices, and landscaping. The work under this contract is complete, but the contract is being held open for any additional work. Staff will conduct a final walk of the property to identify if there are any additional needs or upgrades that could benefit the tenants.

Operation and Lease-Up Activities

Residential move-ins began the first week of September 2025 and full lease-up was



obtained as of February 2026. In early April, staff were notified by the investor that stabilization file reviews were 100% complete and accepted. Forty of the sixty-four units receive Project-Based Vouchers (PBV), and the Housing Assistance Program (HAP) contract is paying as expected.

LifeSTEPS manages intensive case management, resident engagement, and other supportive services. LifeSTEPS receives intensive case management funding from the County of Alameda and files detailed reports on those activities. LifeSTEPS held five resident events with tenants from both properties recently covering topics on health, safety, gardening, and mental wellness.

Stabilization and Permanent Financing

Next steps for Linnet Corner include stabilizing operations while achieving key milestones for the project. The project has achieved two of these milestones, including 100% of all tax credit units leased by February 28, 2026, and three full months of 95% occupancy. The project continues to meet the remaining milestones encompassing operations at a 1.10 debt service coverage ratio (this is a ratio that compares income to expenses) by May 1, 2026, and all financial close out documentation such as the final cost certification by September 1, 2026. A draft cost certification was completed by the CPA firm, Novogradac.

The project received its 2025-2026 Welfare exemption for property taxes and applied for the 2026-2027 exemption in February. The project successfully received the remaining \$1.9M of equity from the second capital contribution and the \$6M from the third capital contribution, which will pay down construction sources and save on construction loan interest. Staff are preparing for conversion meetings to begin in June 2026 for a target of September 2026 for loan conversion. The Placed in Service (PIS) package has been drafted for submission to the CA Tax Credit Allocation Committee and CA Dept. of Housing and Community Development in accordance with conversion requirements and is going through internal reviews to finalize the package for submission later this year.

Warranty

The project entered the warranty period in September 2025 and will be under warranty for 12 months. During this time, all warranty items have been minor and expediently resolved by the general contractor.

In December, staff released the performance bond on file with the city in regard to the offsite work for Mabuhay. A warranty bond is now on file with the city and will be released in Fall 2026. The offsite portions of North Housing Block A also had an East Bay Municipal Utility District (EBMUD) performance bond in regard to the main water extensions. A sign-off walk was conducted on December 31, 2025, and all work generated via a punch list during the walk was completed by the general contractor J.H. Fitzmaurice. EBMUD is currently completing internal processes and will issue contract acceptance to AHA.

Awards/Recognitions

Staff prepared nominations for both Linnet Corner and Estuary I for regional and national awards. Award announcements will be made by the various agencies in early summer through the fall.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. Linnet Corner is a 4% tax-credit project which is reliant on basis-eligible costs for part of its financing. Changes during construction (including the soil off-haul cost, basis-eligible cost savings, and interest savings due to lower interest rates) will result in some equity reduction, but the overall budget currently balances with project sources.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Construction Report for Linnet Corner.

ATTACHMENTS

None

Respectfully submitted,



Jocelyn Layte, Associate Project Manager

To: Honorable Chair and Members of the Board of Commissioners

From: Jocelyn Layte, Associate Project Manager

Date: May 20, 2026

Re: Accept the Quarterly Stabilization 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.

Estuary I is located at 500 Mosley Avenue. The project is a forty-five new construction permanent supportive housing apartment development for unhoused or formerly unhoused individuals or households and includes one manager's unit. Amenities include property management offices, social service coordination offices, a community room, a mail room, central laundry, central courtyard, pet relief area, and secure bike parking. The development received a Certificate of Occupancy (COO) on August 21, 2025. The project has been fully leased since August 31, 2025.

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

DISCUSSION

Construction

In December 2025, the Board approved a contract with the project general contractor for upgrades noted during operations that were not included in the original contract. To date, the contract has used 98% of the total contract amount (\$216,420) for work on the properties' rain gutter systems, awnings, acoustic panels, acoustic dampening and upgraded acoustic ceiling tiles in management and services offices, and additional bike room fob entry systems. The contract is being held open for any additional work under this contract.

Operation and Lease Up Activities

As of January 31, 2026, 100% of the forty-four apartments are leased. However, it is common for permanent supportive housing projects to experience ongoing vacancies



and need for leasing due to medical, legal, financial, or other tenant issues causing turnover. Staff continues to review a few back-up referrals from the County of Alameda CES as preparation for this kind of turnover should it occur. Forty of the forty-four units receive Project-Based Vouchers (PBV) funding and the Housing Assistance Program (HAP) contract is paying as expected. Staff continue with weekly all-hands meetings and task coordination during the project's transition to property operations.

LifeSTEPS continues to provide ongoing intensive case management, resident engagement, and other supportive services. LifeSTEPS receives intensive case management funding from the County of Alameda and files detailed reports on those activities. LifeSTEPS held several resident events with tenants from both properties recently to celebrate the holidays and new year.

Stabilization and Permanent Financing

The Estuary I has a draft version of the cost certification under review by the investor. The project continues to move forward with stabilized operations, including achieving key milestones such as 100% of all tax credit units leased by December 15, 2025 (Met), three full months of 95% occupancy (Met) and working to meet operations at a 1.10 debt service coverage ratio (this is a ratio that compares income to expenses) by May 1, 2026 (Under review), and all financial close out documentation such as the final cost certification by June 1, 2026.

The project received its 2025-2026 Welfare exemption for property taxes and staff submitted for the 2026-2027 exemption in February. Staff received the \$16M second capital contribution for the project, which paid down the construction loan and saved significant interest that would have been paid without this money. Staff will submit the third capital contribution request during the loan conversion. The Placed in Service package is drafted and undergoing internal review before being submitted to the CA Tax Credit Allocation Committee (CTCAC) for acceptance in accordance with the requirements of the project's conversion, which is anticipated in July 2026.

Warranty

The project entered the warranty period in August 2025 and will be under warranty for twelve months. During this time, all warranty items have been minor and expediently resolved by the general contractor. Warranty issues are performed at no cost to the property.

In December 2025, staff released the performance bond on file with the city in regard to the offsite work for Mabuhay. A warranty bond is now on file with the city and will be released in the fall of 2026. The offsite portions of North Housing Block A also had an East Bay Municipal Utility District (EBMUD) performance bond in regard to the main water extensions. A sign-off walk was conducted on December 31, 2025, and all work generated via a punch list during the walk was completed by the general contractor J.H. Fitzmaurice. EBMUD is currently completing internal processes and will issue contract acceptance to the Housing Authority.

Awards/Recognitions

Staff prepared nominations for both Linnet Corner and Estuary I for regional and national awards. Award announcements will be made by the various agencies in early summer through the fall.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. The construction was completed one month early and under budget. Operations and lease up activities are currently meeting project milestones.

CEQA

Not Applicable.

RECOMMENDATION

Accept the Quarterly Stabilization Report for The Estuary I.

ATTACHMENTS

None

Respectfully submitted,



Jocelyn Layte, Associate 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: Sylvia Martinez, Director of Housing Development

Date: May 20, 2026

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

BACKGROUND

Estuary II is the third development in North Housing Block A at the former Alameda Naval Air Station (NAS). Estuary II is expected to have 46 units of permanent supportive housing for formerly homeless households. The Housing Authority of the City of Alameda (AHA) is leading the development of a homeless accommodation conveyance, alongside partners Alameda Point Collaborative and Building Futures. Island City Development (ICD) is the developer.

Estuary II was designed and planned as a condominium project to Estuary I (now in operation) for vertical construction on vacant land. The building permit is ready to be issued upon payment of the building permit fees.

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

DISCUSSION

Estuary II continues to need its final tax credits and/or bonds which are the final and largest financing pieces. The development has been applying for this funding for the past two years. Recent updates include:

In March, staff applied for a new award from the Federal Home Loan Bank of San Francisco (FHLB) and expects to be notified in June. In April, staff applied for HOME funds from the City of Alameda, and expects to be notified in June. Staff is currently planning for a July tax credit round.

In January, AHA received notice that the State of California Housing and Community Development department (HCD) would be willing to extend its commitment of National Housing Trust Funds (almost \$10 million dollars in soft funding) for one more year. Staff is working with HCD to update the Standard Agreement to accept this extension and to ascertain if additional funding may be available to support this project.



Staff has begun a review with the architect of any change orders from Estuary I that could be implemented at Estuary II. This activity may include an upgrade to current building code for some electrical and mechanical areas.

FISCAL IMPACT

The total pre-development loan from Alameda Affordable Housing Corporation (AAHC)/AHA available for the Estuary II project is \$3,750,000. Funds are disbursed to ICD on an as-needed basis. Of this amount, 97% has been spent on the on and offsite improvements and other related costs. Please refer to the attached chart summarizing expenses through March 30, 2026.

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Development Report for The Estuary II.

ATTACHMENTS

- 1. PSH II Costs through March 31 2026

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Predevelopment Expenses Chart Through March 31, 2026

The Estuary II	Uses	Sources
Predevelopment loan funds (AAHTF) available for the Estuary II project		\$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)	\$3,640,835	
Soil Off Haul Costs - Estuary II's Pro Rata Share	\$285,859	
Predevelopment Funds Remaining	\$1,323,306	
Cumulative Total AHA Funds for Estuary II		\$5,250,000

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Chief Financial Officer

Date: May 20, 2026

Re: Accept the Quarterly Financial Report for the Period Ended March 31, 2026

BACKGROUND

This high-level finance memorandum covers preliminary unaudited financial operating results from July 1, 2025 through March 31, 2026 compared to the Board approved budget for the same 9 month period. The numbers presented are subject to change based on the adjustments by the agency's independent financial auditors including pension calculations provided in arrears and adjustments due to related party transactions.

The Housing Authority of the City of Alameda (AHA) financial reports incorporate the financial activities of the properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC). All members of the AHA Board also serve on the Board of the Alameda Affordable Housing Corporation (AAHC) and, due to this common control, 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 and pre-development costs, are not included in this memorandum (with the exception of holdings costs on AHA's financial records). The annual financial activity of ICD is presented at a separate ICD Board Meeting. HUD has opined that ICD is a discretely presented component unit of AHA, and presented separately in the audited financial statements of the agency.

DISCUSSION

Overview

Attached to this memorandum are the following financial reports:

- (1) Fiscal Year to Date Budget Variance Report (July 1, 2025 through March 31, 2026)
- (2) Balance Sheet as of March 31, 2026
- (3) Fiscal Year to Date Capital Improvement Plan tracking against spend (July 1, 2025 through March 31, 2026)



The following financial snapshot showcases Net Operating Income for the fiscal year to date (July 1, 2025 through March 31, 2026). Further discussions on the cause of these variances are presented below.

Financial Snapshot	Period To Date Actual	Period To Date Budget	Variance (+/-)	Variance (%)
Total Revenue	\$54,916,541	\$58,185,624	-\$3,269,084	-6%
Minus Expenses	-49,770,130	-57,217,968	\$7,447,837	13%
Net Income (Accrual Basis)	\$5,146,410	\$967,657	\$4,178,754	432%

Adjusting for Net Income (Accrual Basis) by removing depreciation, soft loan interest, and adding must-pay principal on mortgages, cash flow from operations is \$4,224,608 higher than budget for this quarter reported.

Although projected actual cash flow is substantially higher than budgeted, a portion of budgeted revenue are non-recurring (e.g. Alameda Unified School District Grants and LIHTC Developer Fees) and the budget is highly dependent on federal funds (Housing Assistance Payments (HAP) and administrative fee income). In November 2025, HUD provided a shortfall payment of \$1,384,300. However, the HUD pass-through is still below the budgeted amount for fiscal year to date, and AHA is still in HAP shortfall. In May 2026, HUD announced that they will be providing an additional \$759,551 in calendar year 2025 funding. At the same time, HUD announced an offset (reduction) of HAP reserve funds of \$1.2 million for calendar year 2026. AHA staff have escalated this with the HUD shortfall team and financial management center. The salaries and benefits spend for AHA staff will increase as more staff are being onboarded.

Additionally, the annual Independence Plaza Tax Increment of \$2.5 million (from the City of Alameda that is a pass-through from the State of California) is expected to sunset in 2026. With the Restore-Rebuild conversion, additional vouchers were added in December 2024 that have been stabilizing the rental income of Independence Plaza.

The following indicators showcase whether AHA has sufficient cash and investments to meet its near-term obligations (operating expenses). It is important to note that cash and investments may be restricted for a variety of reasons, including property specific held reserves, lender required reserves, or Board encumbered reserves. The months of cash divided by Housing Assistance Payments are showcased as an indicator only; HAP to landlords will not be funded if there are no HUD disbursements to AHA to pay for HAP. There are currently substantial cost savings as the agency has vacant budgeted positions, but as AHA fills these positions, the expectation is that the "Months Covered" column will be lower as additional funding will be deployed due to commitments to Estuary I, Linnet Corner, The Poplar, North Housing parcel, and our existing portfolio. Additionally, some of AHA's liquidity is generated by borrowing, and these borrowings have to be repaid.

Please refer to the memo on the agenda regarding the upcoming Eagle Village and Parrot Village balloon payment due to PNC Bank, N.A. If the AHA Board approves the payoff of the AAHC loan to PNC Bank, N.A. for the properties Eagle Village and Parrot Village through a related party loan from AHA to AAHC of \$8.24 Million, this reduces liquidity in the near term. Deleveraging debt with a 3rd party, however, means that all excess cash generated by Eagle Village and Parrot Village will replenish the cash balances of AHA/AAHC, with a projected annual net operating income of \$1.9 Million based on the trailing-12 months of operations. The following indicators will change to the following in **bold** with the reduction of the estimated \$8.24 million payment, but still shows AHA/AAHC in the aggregate has sufficient liquidity to cover operations in the near term.

Indicator	Cash and Investments (Cash and Investments With Reduction of \$8.24 Million in liquidity)	YTD Expenses divided by Nine (9) months	Months Covered (Months Covered Assume Reduction of \$8.24 Million in liquidity)
Cash+Investments <u>divided by</u> 1 Month Average HAP Expense	\$32,004,735 (\$23,764,735)	\$4,134,635	7.74 (5.75)
Cash+Investments <u>divided by</u> 1 Month Average Operating Expenses	\$32,004,735 (\$23,764,735)	\$1,274,941	25.10 (18.64)
Cash+Investments <u>divided by</u> 1 Month Average HAP and Operating Expenses	\$32,004,735 (\$23,764,735)	\$5,409,575	5.92 (4.39)

Furthermore, the leverage ratio of AHA/AAHC Debt (\$81,791,428) to AHA Assets (\$241,854,123) percentage of 33.82%, showcases that AHA is lowly leveraged and does not utilize substantial borrowings to fund AHA/AAHC operations. Additionally, some of the AHA debt is related party, 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, and some are loans to ICD LIHTC project partnerships). Repayments of these related party loans will bolster AHA's cash position in the longer term. To be conservative, AHA does not accrue for these future principal and interest repayment as they are dependent on the counterparties' cash flow.

Third Party Management

AHA's Finance team and the Accounting team from Asset Living/FPI Management, Inc. (FPI) continue to work closely for the reporting of all properties under management.

Finance staff will be in attendance during the interviews of property management companies in May 2026.

Operations Budget – Revenue

Year-to-date Rental Income (Total Tenant Revenue) of \$14,072,226 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 is expected to 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 (accrual basis). The tenant portion of rents received is slightly higher than budget by \$47,360 (1.19%), with vacancies higher than budget by \$593,044 (137.74%), with a higher HAP subsidy received of \$710,891 (8.37%). Economic vacancy are generally caused by prior issues of the waitlist, units not paid due to pending evictions and longer unit turns due to damage. The units are being filled, and AHA HAP to the properties and vacancy loss payments will flow in the near term. Staff continues to monitor tenant and HAP income closely, and a HAP reconciliation effort continues to be in progress for all properties under Asset Living/FPI's management. Total Federal Grants (7069000) represents Shelter Plus Care Revenue from the County of Alameda, and these payments are passed through as housing assistance payments and a small portion as administrative fee income. These amounts are lower than budget by \$35,722 (-9.87%). Other Grants (7089000) is lower by \$806,569, which represents AUSD grant for The Poplar cost reimbursements. As redevelopment work for The Poplar is at a slower pace than originally anticipated, reimbursed costs are also expected to be lower. Total Other Income (7159000) is substantially higher than budget (\$308,235 or 35.81%), driven by the investment income from LAIF and CAMP investments. Please note the developer fee earned has not been paid to AHA as of the date of this memorandum, as a condition for repayment is the operation stabilization and loan conversion of Estuary I and Linnet Corner (expected to occur in Summer 2026). It is expected that interest income will continue to be lower or on par in the upcoming months due to the 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 lower period-to-date budget by \$7,493,692. HAP is lower than budget (discussed later as a pass-through). Additionally, operating expenses were lower this year due substantially to staff vacancies (salaries and benefits), although these cost savings are not expected to continue to the recent onboarding of hires.

Capital Improvement Plan

Attached to this memorandum is the Fiscal Year 2025-2026 capital improvement plan versus spend for the period July 1, 2025 through March 31, 2026. During this time, there was some capital work for the portfolio and the attachment presents items paid through March 31, 2026. Note that some invoices for roofing work incurred in January and February will be paid in April 2026. Please refer to the Housing Development memorandum on the consent calendar for additional capital work on the AHA/AAHC

portfolio, as well as the ICD projects. The sources of this work will be from operating cash, AHA held reserves, and lender held reserves (if any).

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 programs and other boutique voucher types (i.e. Stability Vouchers and Emergency Housing Vouchers).

HAP revenue (8100120 Total HUD Grant) is lower than budgeted by \$2,859,623 (6.81%). In November 2025, HUD has released additional reserves of \$1,384,300, as AHA is under HAP shortfall. Staff is actively monitoring HAP receipts versus HAP payouts monthly, and expect to request withdrawals from HUD held cash reserves in the later months of 2026.

Statement of Net Position as of 3/31/2026

AHA, AAHC and its affiliates have adequate cash resources for operations and reserves in the near term, assuming no disruption and income from the first half of the fiscal year is the same for the second half. As of March 31, 2026, AHA, AAHC, and its affiliates have \$10 million in cash, and \$22 million held in Local Area Investment Trust Fund ("LAIF") and California Asset Management Program ("CAMP") investments. As previously presented in the annual budget presentation, HUD has not provided sufficient administrative fee income to AHA to operate the housing program. Excess operating cash flow (i.e. property operations) have been supporting this operating deficit in AHA's housing program.

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

Restricted and Unrestricted Funds Breakout:

Restricted and Unrestricted Funds	3/31/2026	12/31/2025	Increase/Decrease
Restricted Property Funds - Non-Federal Funds	\$2,805,479	\$2,814,930	-\$9,451
Restricted Federalized Funds (Family Self Sufficiency Escrow)	\$166,774	\$143,765	\$23,009
Cash-Subject to AHA Reserves Policy - Non-Federal Funds	\$29,032,482	\$26,248,159	\$2,784,323
[2] Total Restricted and Unrestricted	\$32,004,735	\$29,206,854	\$2,797,881

Funds			
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Again, please refer to the memo on the agenda regarding the upcoming Eagle Village and Parrot Village balloon payment due to PNC Bank, N.A. If the Board provides direction for AHA to pay off the balloon payment of the AAHC loan to PNC Bank, N.A. for the Eagle Village and Parrot Village properties, the funds referenced in the above table will decrease by an estimate of \$8.24 Million in August 2026. Additionally, some of these funds above (\$2.6 Million) were generated from borrowings owed to Capital Impact, and must be repaid in 2028.

The updated Reserves Policy was brought to the Board of Commissioners in April 2026, and presented Board encumbered operating reserves, production reserves and preservation reserves. Some of these reserves may also be needed to continue to subsidize the operating deficit of the Housing Programs department (again, insufficient administrative fee funding from HUD), as well as deploying the funds in the near term capital improvement plan (a revised plan will be presented in the June 2026 with the AHA/AAHC budget). AHA also must continue to have liquidity to satisfy lender and equity investor guaranties. There will be a recommended rebalancing of planned use of the reserves in the agenda memo regarding Eagle Village and Parrot Village loan refinance.

OTHER ISSUES IMPACTING FINANCE DEPARTMENT

Satellite Office

The Board approved the extension to extend the satellite office's lease in the month of April 2026 through March 2028. The office currently houses the finance and property operations departments.

Finance Staffing and Request for Proposals

The Finance department is actively recruiting to backfill open positions. There is currently a long-term financial consultant assisting finance. Nan McKay and Associates, AHA's PHA Financial Consultants, continues to provide limited consulting services to AHA Finance and AHA Housing Programs Departments, including HUD's monthly Voucher Management System (VMS) report submittal and support of the HUD FDS process. Staff also engaged an independent certified public accounting firm to support in internal review of financial statements (Lindquist, von Husen and Joyce LLP). This firm will not provide audit services to AHA. Staff issued a request for proposals for additional finance consultants to assist on ad-hoc projects in May 2026. Staff will issue requests for proposals in the summer months for audit work and banking services.

Alameda Housing Authority Audit for FY 2024-2025

The AHA and AAHC Boards approved the consolidated audited financial statements in March 2026. The independent financial auditors provided an unqualified opinion, which states the financial statements submitted are free of material misstatements. This report was submitted to HUD and the Federal Clearing House by the March 31, 2026 deadline for review.

Alameda Affordable Housing Corporation Tax for FY 2024-2025

The AAHC Board approved the tax return in April 2026. The tax returns were filed in May 2026 ahead of the May 15, 2026 deadline.

Island City Development Audit and Tax for Calendar Year 2025

Staff will target the 2025 Consolidated Audit and Tax Return for late summer/early fall 2026 completion.

Pension Stabilization

Staff have reported in the FY 2024-2025 audited financial statements that no action is currently necessary on funding any additional discretionary payments as the funding levels is within the 90%-110% guardrail that the Board previously requested staff to monitor. During the summer months, staff will fund the annual payment of the unfunded accrued liability (one time annually versus monthly to save on interest costs) and request withdrawal of earnings from the IRS Section 115 trust to fund AHA's retiree's other post-employment benefit liabilities.

FY 2026-2027 Budget

AHA and AAHC's budgets will be brought to the Boards in June 2026, effective for the fiscal year July 1, 2026 through June 30, 2027. HUD published the FY 2026 HCV Funding Notice in early May 2026, which implements the Housing Choice Voucher (HCV) funding provisions of the 2026 congressional appropriations bill. It is known that the agency is in HAP shortfall, the emergency housing voucher program's funding will run out sometime in 2026 or 2027, and the HAP administrative fee income will drop from a proration of 93.30% to 88% year over year, effectively decreasing a preliminary budget of \$388,057 of income. This decrease in operating income for AHA to run the voucher program will need to be subsidized by non-federal funds. Rental income is expected to remain flat for the next fiscal year, and other revenue is expected to be lower year over year (such as interest income and sunset of the Independence Plaza tax increment funding).

Banking Activities

AHA's bank was able to recoup substantially all of the funds from the check fraud that occurred back in 2025. The original check was in the amount of \$87,465, and the bank was able to recover \$77,983.90, leaving an unrecovered balance of \$9,841.10. The amounts that was not refunded to AHA was paid by AHA's risk insurance pool. AHA's liability was only the deductible of \$1,000. 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, amended Housing Authorities Law in California that properties held by non-profit corporations that are controlled by housing authorities are exempt from property taxation (such as AAHC). As of the date of this memorandum, an estimate of \$473,168 is due from the County of Alameda,

mostly for Pulte Homes acquired condominiums and Independence Plaza. This amount does not include any potential transfer taxes incurred. Staff have been communicating and meeting with County of Alameda staff regularly on this topic, and a portion of the funds is in process to be refunded. In May 2026, the County of Alameda Tax-Collector and Assessor stated that prior fiscal years special assessments may still need to be paid for the AAHC properties. AHA Finance and County team are in coordination of review of this information, and if necessary, pay off these legacy assessments.

Estuary I and Linnet Corner

Finance staff is supporting AHA housing development department via review of audited cost certification, stabilization and the upcoming permanent loan conversions for Estuary I and Linnet Corner.

Upcoming Mortgage Maturities of AHA and AAHC Properties

As mentioned 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 the following loans:

- (1) PNC Bank, N.A. loan for the Parrot Village and Eagle Village properties — Maturity in August 2026 with a balloon payment of approximately \$8.24 Million.
- (2) Community Housing Fund, LLC (Capital Impact) pre-development 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 approximately \$2.6 Million
- (3) City of Alameda loan 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 Period Ended March 31, 2026

ATTACHMENTS

- 1. EXHIBIT A - AHA + AAHC (JULY 25-MARCH 2026) FISCAL YEAR BUDGET VARIANCE
- 2. EXHIBIT B - AHA + AAHC 3.2026 BALANCE SHEET
- 3. EXHIBIT C - CAPITAL IMPROVEMENT PLAN VS SPEND

Respectfully submitted,

Louie So

Louie So, Chief Financial Officer

AHA + AAHC - Budget Comparison (with PTD) - PERIOD TO DATE

Budget Comparison (with PTD)

Period = Jul 2025-Mar 2026

Book = Accrual

Account #	Summary Accounts	PTD Actual	PTD Budget	Variance	% Var
7050000	TOTAL TENANT REVENUE	14,072,226	13,947,631	124,595	0.89
7069000	TOTAL FEDERAL GRANTS	326,080	361,802	-35,722	-9.87
7089000	TOTAL OTHER GRANTS (AUSD Grants - Reimbursables Passthrough)	243,431	1,050,000	-806,569	-76.82
7159000	TOTAL OTHER INCOME	1,168,944	860,709	308,235	35.81
8100120	TOTAL HUD GRANT - ADMIN FEE + PASSTHROUGH	39,105,860	41,965,482	-2,859,623	-6.81
8999000	TOTAL REVENUE	54,916,541	58,185,624	-3,269,084	-5.62
9169000	TOTAL ADMINISTRATIVE	7,971,405	10,763,122	2,791,717	25.94
9219000	TOTAL TENANT/SOCIAL SERVICES	348,396	1,155,075	806,679	69.84
9249000	TOTAL TENANT SERVICES	198,875	246,695	47,819	19.38
9399000	TOTAL UTILITIES	943,606	1,052,103	108,497	10.31
9499000	TOTAL MAINTENANCE	1,717,785	1,417,136	-300,649	-21.22
9698000	TOTAL GENERAL EXPENSES	1,201,248	1,329,647	128,399	9.66
9699000	TOTAL OPERATING EXPENSES	12,451,190	16,055,642	3,604,453	22.45
9700900	TOTAL MOD REHAB AND SPC EXPENSES + PORT - (NET INFLOW)	-1,362,399	0	1,362,399	N/A
9739000	TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER) - PASSTHROUGH	37,211,711	39,621,462	2,409,751	6.08
9859999	TOTAL OTHER EXPENSES	1,469,629	1,540,863	71,234	4.62
9996000	TOTAL EXPENSES	49,770,130	57,217,968	7,447,837	13.02
9998000	NET INCOME	5,146,410	967,657	4,178,754	431.84
ADD:	DEPRECIATION EXPENSE (NON-CASH EXPENSE ADDED BACK)	1,335,855	1,290,000	45,855	3.55
ADD:	SOFT LOAN INTEREST INCURRED BUT NOT CURRENTLY PAYABLE	33,444	33,444	0	0.00
LESS:	MORTGAGE PRINCIPAL REPAYMENTS (HARD DEBT)	285,348	285,348	0	0.00
	CASH FLOW FROM OPERATIONS	6,230,361	2,005,753	4,224,608	210.62

Balance Sheet (AHA + AAHC Only)

Period = Mar 2026

Book = Accrual

A	B	C
Account #	Account Name	Balance
1000000	ASSETS	
1100000	CURRENT ASSETS	
1101000	CASH	
1110010	Cash - Unrestricted	6,648,727
1110012	Cash - Reserve for Building	157,857
1110018	Cash - Operating Checking with 3rd Party	559,710
1110019	Petty Cash with 3rd Party	5,500
1110020	Cash - Petty cash	1,250
1110030	Cash - FSS	166,774
1110040	Cash - Replacement Reserve Bldg	2,006,620
1130010	Cash - Restricted Other	1,907
1140050	Cash - Tenant Security Deposits with 3rd Party	458,242
1199000	TOTAL CASH	10,006,586
1200000	ACCOUNTS RECEIVABLE	
1210000	Accounts Receivable - PHA	2,261,116
1240010	Accounts Receivable - Government	116,315
1240070	Accounts Receivable- HUD	11,178
1250010	Accounts Receivable - Other	90,577
1250011	Accounts Receivable - Leases	267,767
1250020	Accounts Receivable - Owners	4,044
1250050	Accounts Receivable - 3rd Party Management	19,020
1255000	Subsidy Suspense Receivable	107,661
1260000	Accounts Receivable - Tenant	571,213
1260050	Accounts Receivable - Tenant Rent with 3rd Party	413,518
1261000	Allowance for Doubtful Accounts -Dwelling Rent	-389,043
1280000	Fraud Recovery	83,675
1281000	Allowance for Doubtful Accounts - Fraud	-83,399
1299000	TOTAL ACCOUNTS RECEIVABLE	3,473,644
1300000	INVESTMENTS AND OTHER CURRENT NOTES	
1310000	Investments(LAIF)- Unrestricted	13,330,832
1320010	Investments - Other (Investment in LLCs) - Equity Method	-16,323
1350031	Investments - CAMP	8,667,317
1350100	Mortgage Receivable	39,518,477
1350101	Mortgage Receivable-AAHC	44,488,051
1350105	Loan Receivable-Security Deposit Loan	15,204
1350106	Loan Receivable - ICD	29,473,516
1350107	Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000

Balance Sheet (AHA + AAHC Only)

Period = Mar 2026

Book = Accrual

A	B	C
Account #	Account Name	Balance
1350109	Loan Receivable - Section 8	1,790,000
1360000	TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	139,267,074
1400000	PREPAID EXPENSES	
1420010	Prepaid Insurance - Property	17,849
1420040	Prepaid Insurance - Worker Comp	121,699
1420050	Prepaid - Other	353
1420051	Prepaid Rent	5,813
1420070	Escrow Deposits - Property	3,000
1420095	Prepaid Expense - Management Company	223,113
1430010	Replacement Reserve	347,627
1440099	TOTAL PREPAID EXPENSES	719,454
1440105	INTERPROGRAM	
1440110	Interprogram (Due From)	2,735,295
1440111	Interprogram Due From Sherman St FACSA	-19,852
1440899	TOTAL INTERPROGRAM	2,715,443
1500000	TOTAL CURRENT ASSETS	156,182,201
1590000	LONG TERM ASSETS	
1600000	FIXED ASSETS	
1609999	LAND AND BUILDINGS	
1610000	Land	60,726,239
1620030	Buildings	36,317,895
1620031	Buildings Improvements	4,165,723
1629000	TOTAL LAND AND BUILDINGS	101,209,856
1630040	Furniture and Equipment - Dwelling	244,548
1630041	Furniture and Equipment - Other	187,191
1650000	Leasehold Improvements	15,899,129
1660030	Accumulated Depreciation	-39,199,078
1699000	TOTAL FIXED ASSETS	78,341,647
1700000	ALL OTHER ASSETS	
1740000	Other Asset	421,820
1740002	Other Asset - Lease	123,792
1770000	TOTAL ALL OTHER ASSETS	545,612
1800000	DEFERRED OUTFLOW	
1800200	Deferred Outflow of Resources - Pension	1,992,282
1800201	Deferred Outflow of Resources - OPEB	207,789
1890000	TOTAL DEFERRED OUTFLOW	2,200,071
1900000	CONSTRUCTION IN PROGRESS	
1900020	CIP - Building Improvements	231,067
1900030	CIP - Land Improvements	42,202
1900040	CIP - Acquisition-Legal	83,687
1900045	CIP - Acquisition-Title & Escrow Fee	7,883
1900050	CIP - Appraisal (Land or Property)	6,500
1900060	CIP - Demolition & Remediation	3,094
1900070	CIP - Others Acquisition Costs	5,285

Balance Sheet (AHA + AAHC Only)

Period = Mar 2026

Book = Accrual

A	B	C
Account #	Account Name	Balance
1900100	CIP - On Site Improvement	973,437
1900101	CIP - GC Gen Requirements/OH/Profit	587,129
1900110	CIP - Offsite Improvement	580,225
1900125	CIP - Relocation cost-Temp	4,854
1900200	CIP - Admin Expenses(including postage & advertising)	1,446
1900210	CIP - Architectural & Engineering Fees	193,061
1900216	CIP - Survey Fees	34,628
1900217	CIP - Engineering Fees	68,839
1900230	CIP - Professional Services (Other)	202,902
1900235	CIP - Project Administration	96
1900250	CIP - Costs of Insurance	47,580
1900270	CIP - Financing Cost-Inspection Fees	91,951
1900280	CIP - Insurance Costs During Construction	27,745
1900290	CIP - Organization - Legal	24,358
1900300	CIP - Construction Loan-Legal	191,179
1900315	CIP - Construction Loan - Fees	18,350
1900350	CIP - Loan Interest - Soft	109,103
1900407	CIP - Bond Issuance Fees	3,023
1900410	CIP - Environmental Testing & Reports	369,364
1900420	CIP - Permit & Fees (plan'g,build'g,public work,school dist)	657,018
1900430	CIP - Utilities Fees	17,624
1900440	CIP - Marketing Cost	963
1919999	TOTAL CONSTRUCTION IN PROGRESS	4,584,593
1929999	TOTAL LONG TERM ASSETS	85,671,923
1999999	TOTAL ASSETS	241,854,123
3000000	LIABILITIES AND EQUITY	
3005000	LIABILITIES	
3100000	CURRENT LIABILITIES	
3100500	ACCOUNTS PAYABLE	
3120010	Accounts Payable<= 90 Days	-12,908
3120011	Accounts Payable -CALPERS (employee portion)	17,718
3120014	Accounts Payable-Garnishment (employee portion)	-129
3120015	Accounts Payable-Vision Insurance (employee portion)	684
3120016	Accounts Payable-Life Insurance (employee portion)	-41
3120018	Accounts Payable-PARS retirement (employee portion)	0
3120019	Accounts Payable-Flexible Spending Account(employee portion)	-4,727
3120021	Employees Cobra	-262
3120022	Accounts Payable-PERS 1959 Surv(Employee Portion)	76
3120023	Accounts Payable-FSA Transit Plan	338
3120024	Accounts Payable FSS	162,673
3120029	Accounts Payable - 3rd Party Management Company	135,385
3120040	Accrued Compensated Absences - Current Portion	206,281
3120070	Accrued Payables	261,575
3120080	Contracts - Retentions	451,491

Balance Sheet (AHA + AAHC Only)

Period = Mar 2026

Book = Accrual

A	B	C
Account #	Account Name	Balance
3330020	Account Payable - HUD	16,142
3330100	Tenants- Rents Payable	9,100
3339000	TOTAL ACCOUNT PAYABLE	1,243,397
3400000	SECURITY DEPOSITS HELD	
3410010	Tenant Security Deposits	4,750
3410015	Tenant Security Deposits - held with 3rd Party Management	458,242
3419000	TOTAL SECURITY DEPOSITS HELD	462,992
3419900	OTHER LIABILITIES	
3420000	Prepay Tenant Rent	45,534
3421000	Prepay Tenant Rent - 3rd Party Management	37,324
3425000	Unearned Revenue	671,939
3430000	Current Portion of Long Term Debt - Capital Projects	8,406,797
3440000	Current Portion of GASB 87 Leases	147,557
3449000	TOTAL OTHER LIABILITIES	9,309,151
3470000	INTERPROGRAM	
3470050	Interprogram (Due to)	2,704,355
3471000	Due To/Due From Suspense Account	-5,978
3480000	TOTAL INTERPROGRAM	2,698,377
3499000	TOTAL CURRENT LIABILITIES	13,713,916
3500000	NON-CURRENT LIABILITIES	
3510100	Mortgage Loan Payable	14,502,200
3510130	Interest Payable - City of Alameda Loan	1,274,221
3510140	Home Fund Loan #1	205,446
3510143	\$3.6M Housing Authority Loan Payable	44,488,051
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	152,988
3570000	OPEB Liability	-128,123
3580000	Pension Liability	2,988,629
3599000	TOTAL NON-CURRENT LIABILITIES	68,077,512
3999000	TOTAL LIABILITIES	81,791,428
4000000	Equity/Net Assets	
4000001	EQUITY	
4000100	DEFERRED INFLOW	
4001000	Deferred Inflow of Resources - Pension	407,096
4001001	Deferred Inflow of Resources - OPEB	807,274
4001002	Deferred Inflow of Resources - Leases	17,580,043
4900000	TOTAL DEFERRED INFLOW	18,794,413
4999999	CONTRIBUTED CAPITAL	
5010000	Net Investment in Capital Assets	24,337,632
5090000	Unrestricted	114,673,905
5120000	Unrestricted	2,255,434

Balance Sheet (AHA + AAHC Only)

Period = Mar 2026

Book = Accrual

A	B	C
Account #	Account Name	Balance
5120010	Net Restricted Assets	1,311
5950000	TOTAL CONTRIBUTED CAPITAL	141,268,282
5999900	TOTAL EQUITY	160,062,695
6000000	TOTAL LIABILITIES AND EQUITY	241,854,123

ATTACHMENT C: PROJECTED 2025-2026 CAPITAL IMPROVEMENT PLAN VERSUS SPEND (JULY - MAR 2026)

	A	B	C	D
1	PROPERTY (UNITS) Scope	PROJECTED COST	ACTUAL COSTS SPENT JULY 2025- MARCH 2026	VARIANCE
2	Anne B. Diament (65)			
3	ADA A/V and Strobes Upgrades	15,000	-	15,000
4	Domestic Boilers	60,000	-	60,000
5	Concrete and Community Room Remodel	45,000	-	45,000
6	Community Room Kitchen ADA Upgrades	60,000	3,870	56,130
7	Replace Radiant Baseboard Heaters System	155,000	-	155,000
8	North Wing Roof Replacement	150,000	-	150,000
9	Laundry Room Accessibility Renovation	12,000	-	12,000
10	AHA OFFICE			
11	Lobby Elevator Phone Replacement (COMPLETED PRIOR FISCAL YEAR)	5,000	-	5,000
12	Re-Roof	100,000	21,457	78,543
13	Garage/Office Conversion	1,400,000	-	1,400,000
14	Electrical System Upgrades	80,000	-	80,000
15	Interior Carpet	76,300	-	76,300
16	Maintenance Yard Fence Replacement	70,000	-	70,000
17	Window Replacements	64,000	-	64,000
18	Sound Attenuation at HR/ED Offices	59,000	-	59,000
19	Upstairs Kitchen Renovation	50,000	-	50,000
20	New Interior Paint	20,000	-	20,000
21	Kitchen Patio Waterproofing	6,500	-	6,500
22	CHINA CLIPPER (26)			
23	Soft Story Seismic Upgrades (IN PROGRESS)	200,000	-	200,000
24	Private Balcony Replacements @ 203, 303 (IN PROGRESS)	90,000	-	90,000
25	Window Replacements	70,000	-	70,000
26	Elevator Upgrade	90,000	-	90,000
27	Roof and Fascia Repair	84,000	-	84,000
28	Exterior Paint	48,500	-	48,500
29	Exterior Door ADA Automatic Openers	35,000	-	35,000
30	Exterior Concrete Walkway/Flatwork Replacements	30,000	-	30,000
31	Failed IGU's	28,000	-	28,000
32	Area Drains / Grade Renovations	25,000	-	25,000
33	Elastomeric Coatings and Rust	21,000	-	21,000
34	EAGLE VILLAGE (42)			
35	Parking lot asphalt	32,132	-	32,132
36	Failed flashings and IGU's	28,000	-	28,000
37	Landscape Enhancements	20,000	-	20,000
38	Window Replacements	129,000	-	129,000
39	Domestic Plumbing/Waste Line Upgrades	80,000	-	80,000
40	Exterior Concrete Walkway Replacements	60,000	-	60,000
41	Gutters and Downspouts as needed	11,000	-	11,000
42	EVERETTS COMMON (ISLAND CITY DEVELOPMENT)*			
43	Exterior Trim/Posts Replacement	2,500	-	2,500
43a	(Not Presented with AHA Budget) - PEX Piping Replacement	PENDING	PENDING	PENDING
44	ESPERANZA (120)			
45	Electrical Main Panel/Subpanel Replacements	418,000	-	418,000
46	Water Heater Project	275,000	-	275,000
47	ADA van accessible parking required at Day Care	5,000	-	5,000
48	Window Replacements	960,000	-	960,000
49	Replace Domestic Plumbing Supply/Waste Lines	500,000	-	500,000
50	Slider Replacements	240,000	-	240,000
51	Siding Replacements	150,000	-	150,000
52	Exterior Concrete Walkway Replacements	50,000	-	50,000
53	Landscape & Irrigation Renovations	50,000	-	50,000
54	Gutters and Downspouts as needed	18,000	-	18,000
55	INDEPENDENCE PLAZA (186)			
56	ADA Renovations to Lobby Restrooms (IN PROGRESS)	50,000	19,037	30,963
57	Reroof 703 Community Room	20,000	49,289	(29,289)
58	Landscape & Irrigation Renovations	50,000	-	50,000
59	Exterior Concrete Walkway Replacements	50,000	-	50,000
60	Signage (IN PROGRESS)	42,000	-	42,000
61	Gutters and Downspouts as needed	30,000	-	30,000
62	Parking Lot LED Lighting Upgrades	20,000	-	20,000
63	Exterior Walkway Lighting	20,000	-	20,000
64	Property Marquee Lighting	5,500	-	5,500
65	LINCOLN HOUSE (4)			
66	Rear Unit Entry Landing Replacement (IN PROGRESS)	45,000	13,934	31,067
67	Front Landing/Guardrail Renovation (IN PROGRESS)	15,000	-	15,000
68	Remove Overgrown Tree in Front	6,000	-	6,000

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	A	B	C	D
1	PROPERTY (UNITS) Scope	PROJECTED COST	ACTUAL COSTS SPENT JULY 2025-MARCH 2026	VARIANCE
69	Signage	600	-	600
70	LINCOLN WILLOW (5)			
71	Replace Domestic Plumbing Supply/Waste Lines	100,000	-	100,000
72	1602B Entry Awning Replacement	5,000	-	5,000
73	Replace Wood ADA Ramp with Concrete	4,500	-	4,500
74	Replace Fencing	10,000	-	10,000
75	Landscape & Irrigation Renovations	10,000	-	10,000
76	PARROT GARDEN (8)			
77	Leasing Office ADA and Parking Upgrades (IN PROGRESS)	57,000	3,917	53,083
78	Electrical Upgrades	32,000	-	32,000
79	Perimeter Fence (IN PROGRESS)	8,800	-	8,800
80	Asphalt	39,000	-	39,000
81	Foundation Upgrades	35,000	-	35,000
82	Roof Gutters and Downspouts as needed	8,000	-	8,000
83	Replace Rear Stairs	4,500	-	4,500
84	Exterior Walkway Lighting	8,000	-	8,000
85	Landscape Enhancements	6,628	-	6,628
86	PARROT VILLAGE (50)			
87	Roofing repairs and replacement	25,000	-	25,000
88	Tree Removal of at least 3 trees (Root Tripping Hazard)	24,000	-	24,000
89	Domestic Plumbing Supply Line Upgrades	180,000	-	180,000
90	Domestic Plumbing Waste Line Upgrades	180,000	-	180,000
91	Landscape enhancements	70,000	-	70,000
92	Windows failed IGU's and poor installation of retrofit windows	25,000	-	25,000
93	Exterior Building and Walkway Lighting	30,000	-	30,000
94	Gutters and Downspouts as needed	15,000	-	15,000
95	PARU HOUSE (1)			
96	SHERMAN HOUSE (9)			
97	Parking Lot	9,000	-	9,000
98	Siding	6,000	-	6,000
99	Domestic Plumbing/Waste Line Upgrades	50,000	-	50,000
100	Signage	600	-	600
101	STANFORD HOUSE (4)			
102	Front Entry Landing Repairs/Waterproofing	57,500	-	57,500
103	CrawlSpace Foundation Wall/Shear Upgrades	18,000	-	18,000
104	Siding/Stucco	8,000	-	8,000
105	Reroof as needed	50,000	-	50,000
106	Domestic Plumbing Supply Line Upgrades	25,000	-	25,000
107	SUB-TOTAL (AHA/AAHC/ICD)	7,608,560	111,504	7,497,056



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Lee, Asst. Director of Finance

Date: May 20, 2026

Re: Accept the Quarterly Investment Report for the Period Ending March 31, 2026.

BACKGROUND

California Government Code Sections 53600 and 53646 requires that the Housing Authority Finance Director or 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 the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC) 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 January 2026 through March 2026 earned will be presented in the April 2026 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. The Board should expect to see lower returns in the future on these invested funds as a falling interest rate pattern appears to be setting in.

Although AHA, AAHC, and ICD investment accounts in LAIF and CAMP earn higher interest than conventional bank accounts (approximately 4% versus less than 1%, respectively), HUD requires maintaining certain cash in FDIC-insured accounts and/or banking institutions that collateralized public funds with securities. For example, the HUD mandated replacement reserve for Independence Plaza for the Restore-Rebuild transaction is held at a AHA's FDIC-insured bank with securities collateralization. Staff are actively managing and rebalancing cash holdings to optimize returns and manage daily operating cash flow, while remaining compliant with these HUD requirements and



the AHA Investment Policy.

Investment changes for the quarter ending March 31, 2026 are:

Activity	AHA-LAIF	AHA-CAMP	AAHC-CAMP	ICD-CAMP
Beginning Balance - December 31, 2025	\$13,191,352	\$ 6,877,563	\$ 715,120	\$577,155
Interest Income	139,480	67,868	6,765	5,460
Deposits from Operating Cash	-	1,000,000	-	-
Withdrawals	-	-	-	-
Ending Balance - March 31, 2026	\$13,330,832	\$7,945,431	\$721,885	\$582,615

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 (assuming continued federal funding over the next 6 months are at a similar level to the prior 6 months), 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 2026. The Executive Director and Chief Financial Officer will maintain a complete and timely record of all investment transactions.

Please note that a substantial amount of the liquidity was created by leverage, and there are some repayment/refinancing events in the next several years. For Parrot Village and Eagle Village, there is an approximate \$8 million balloon payment due to PNC Bank in August 2026 (staff is in discussions on refinancing options and will be addressed in a separate memo). For The Poplar, approximately \$2.6 million of the funds unspent currently invested in CAMP above must be repaid by January 2028 to Capital Impact (aka Community Housing Fund).

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Investment Report for the period ending March 31, 2026.

ATTACHMENTS

1. March 2026 AHA LAIF Statement
2. March 2026 AHA CAMP Stmt
3. March 2026 AAHC CAMP Stmt

4. March 2026 ICD CAMP Stmt

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Janet Lee', written in a cursive style.

Janet Lee, Asst. Director of Finance

**OFFICE OF THE TREASURER
SACRAMENTO**

Local Agency Investment Fund
PO Box 942809
Sacramento, CA 94209-0001
(916) 653-3001
www.treasurer.ca.gov/pmia-laif/laif.asp



March, 2026 Statement



ALAMEDA HOUSING AUTHORITY
Attn: EXECUTIVE DIRECTOR
701 ATLANTIC AVENUE
ALAMEDA CA 94501

Transactions

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
----------------	------------------	-----------	----------------	--------------------	-------------------	--------

Account Summary

Total Deposit:	0.00	Beginning Balance:	13,330,832.08
Total Withdrawal:	0.00	Ending Balance:	13,330,832.08



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending
March 31, 2026

Housing Authority of the City of Alameda (AHA)

Client Management Team

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

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

Contents

- Cover/Disclosures
- Summary Statement
- Individual Accounts

Accounts included in Statement

Housing Authority of the City of Alameda (AHA)

Important Messages

CAMP will be closed on 04/03/2026 for Good Friday.

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

Online Access www.camponline.com

Customer Service 1-800-729-7665



Important Disclosures

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management ("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 investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

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

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by 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 par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

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

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

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

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

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed. Shares of some local government investment programs and TERM funds are 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 share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

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

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

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

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

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

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

NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE



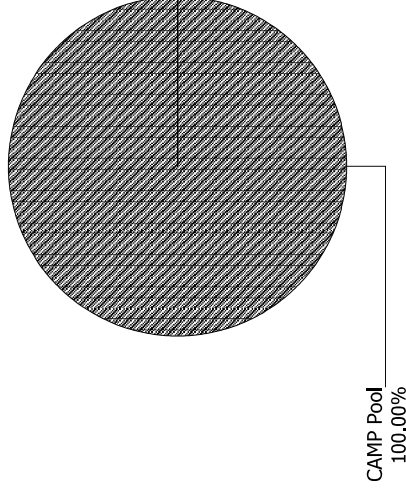
Account Statement - Transaction Summary

For the Month Ending **March 31, 2026**

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

CAMP Pool	
Opening Market Value	6,920,320.50
Purchases	1,025,110.74
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$7,945,431.24
Cash Dividends and Income	25,110.74

Asset Summary		
	March 31, 2026	February 28, 2026
CAMP Pool	7,945,431.24	6,920,320.50
Total	\$7,945,431.24	\$6,920,320.50
Asset Allocation		





Account Statement

For the Month Ending **March 31, 2026**

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					
03/05/26	03/05/26	Purchase - Incoming Wires	1.00	1,000,000.00	7,920,320.50
03/31/26	04/01/26	Accrual Income Div Reinvestment - Distributions	1.00	25,110.74	7,945,431.24
Closing Balance					7,945,431.24

	Month of March	Fiscal YTD July-March	
Opening Balance	6,920,320.50	2,434,739.37	Closing Balance
Purchases	1,025,110.74	5,510,691.87	Average Monthly Balance
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield
Check Disbursements	0.00	0.00	3.80%

Closing Balance	7,945,431.24	7,945,431.24
Cash Dividends and Income	25,110.74	210,691.87



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending
March 31, 2026

Alameda Affordable Housing Corporation

Client Management Team

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

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Individual Accounts

Accounts included in Statement

Alameda Affordable Housing Corporation

Important Messages

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ALAMEDA AFFORDABLE HOUSING CORPORATION
VANESSA COOPER
701 ATLANTIC AVENUE
ALAMEDA, CA 94501

Online Access www.camponline.com

Customer Service 1-800-729-7665



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

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

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

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

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

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

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

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

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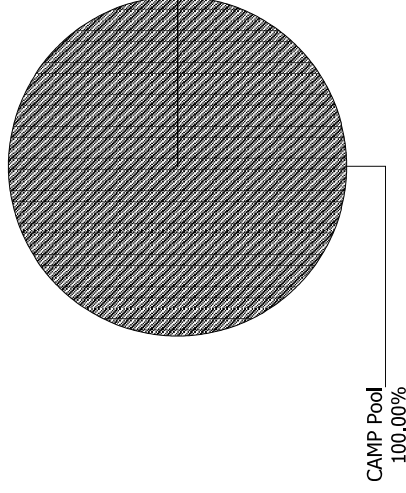
Account Statement - Transaction Summary

For the Month Ending **March 31, 2026**

Alameda Affordable Housing Corporation - Alameda Affordable Housing Corporation

CAMP Pool	
Opening Market Value	719,566.03
Purchases	2,319.36
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$721,885.39
Cash Dividends and Income	2,319.36

Asset Summary		
	March 31, 2026	February 28, 2026
CAMP Pool	721,885.39	719,566.03
Total	\$721,885.39	\$719,566.03
Asset Allocation		





Account Statement

For the Month Ending **March 31, 2026**

Alameda Affordable Housing Corporation - Alameda Affordable Housing Corporation

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					
03/31/26	04/01/26	Accrual Income Div Reinvestment - Distributions	1.00	2,319.36	721,885.39
Closing Balance					
Opening Balance					
				721,885.39	
Purchases				719,640.85	
Redemptions (Excl. Checks)				3.80%	
Check Disbursements					
Closing Balance				721,885.39	
Cash Dividends and Income				21,885.39	



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

Island City Development

ACCOUNT STATEMENT

For the Month Ending
March 31, 2026

Client Management Team

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

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

Contents

Cover/Disclosures
Summary Statement
Individual Accounts

Accounts included in Statement

Island City Development

Important Messages

CAMP will be closed on 04/03/2026 for Good Friday.

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

Online Access www.camponline.com

Customer Service 1-800-729-7665



Important Disclosures

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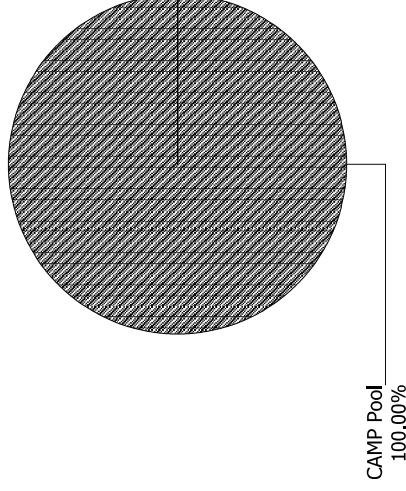
Account Statement - Transaction Summary

For the Month Ending **March 31, 2026**

Island City Development - Island City Development

CAMP Pool	
Opening Market Value	580,742.80
Purchases	1,871.89
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$582,614.69
Cash Dividends and Income	1,871.89

Asset Summary		
	March 31, 2026	February 28, 2026
CAMP Pool	582,614.69	580,742.80
Total	\$582,614.69	\$580,742.80
Asset Allocation		





Account Statement

For the Month Ending **March 31, 2026**

Island City Development - Island City Development

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					
03/31/26	04/01/26	Accrual Income Div Reinvestment - Distributions	1.00	1,871.89	582,614.69
Closing Balance					
582,614.69					

	Month of March	Fiscal YTD January-March	
Opening Balance	580,742.80	577,154.72	Closing Balance
Purchases	1,871.89	5,459.97	582,614.69
Redemptions (Excl. Checks)	0.00	0.00	580,803.18
Check Disbursements	0.00	0.00	3.80%
Closing Balance	582,614.69	582,614.69	

Cash Dividends and Income 1,871.89 5,459.97



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Programs and Communications Manager

Date: May 20, 2026

Re: Accept a Presentation on the LifeSTEPS 2025 Annual Report from the Housing Authority of the City of Alameda.

BACKGROUND

Accept a Presentation on the LifeSTEPS 2025 Annual Report from the Housing Authority of the City of Alameda.

DISCUSSION

The Housing Authority of the City of Alameda's (AHA) social services provider, LifeSTEPS, develops resident programming and connects AHA residents (and housing program participants) to important services and resources. Most of those services and resources are in the categories of health/wellness, financial literacy, rental assistance, computer support, life skills, food access, transportation, ID/documentation, housing recertification assistance, education, and employment.

The LifeSTEPS staff is onsite at AHA properties to develop relationships with AHA residents to ensure that each resident feels supported and empowered to obtain relevant resources, achieve positive outcomes and maximize their quality of life. Jean Burns, LifeSTEPS' Regional Supervisor of Social Services, and Candice Williams, LifeSTEPS' Regional Director of Social Services provided the 2025 Annual Report which highlights LifeSTEPS numerous services and client-focused programming which has made a difference to many AHA households. AHA's Community Programs and Communications Manager, Joshua Altieri, will present the LifeSTEPS 2025 Annual Report.

FISCAL IMPACT

Not applicable.

CEQA

Not applicable.



RECOMMENDATION

Accept a Presentation on the LifeSTEPS 2025 Annual Report from the Housing Authority of the City of Alameda.

ATTACHMENTS

1. LIFESTEPS Presentation for 2025 Report

Respectfully submitted,



Joshua Altieri, Community Programs and Communications Manager



LifeSTEPS Partnership

Our impact told through statistics and stories



Housing Authority
of the
City of Alameda

www.alamedahsg.org

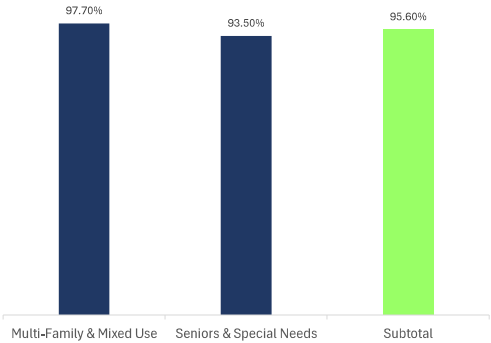


Housing Authority
of the
City of Alameda

1

Stories that Matter

Units Engaged per Property Type




Property Type	Units Engaged (%)
Multi-Family & Mixed Use	97.70%
Seniors & Special Needs	93.50%
Subtotal	95.60%

Jean* is a Survivor


Having been assaulted at a previous residence, Jean* moved to Rosefield Village for her own safety. She continued, however, to live in fear, staying indoors. When she met LifeSTEPS, her world turned around—and she felt safe again, to go outdoors and enjoy her community at the 2025 National Night Out event. She now says, “I am to be confident and not a victim of my past: I am a Survivor.”

** Name has been changed.*



Housing Authority
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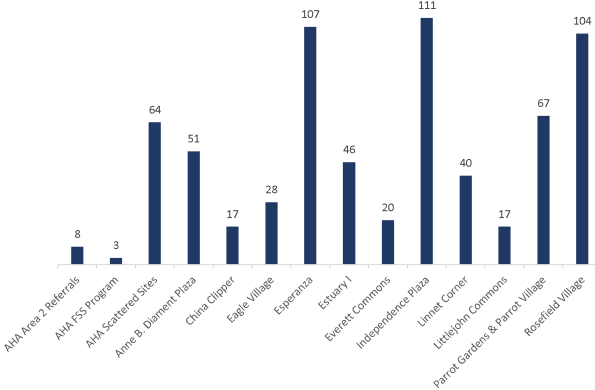


Housing Authority
of the
City of Alameda

2

Stories that Matter

Unduplicated Residents Served



Alison* Overcomes Loss

Losing her husband took all of Alison's* focus. When she needed to reapply for her housing voucher, it was already too late. Faced with losing housing, LifeSTEPS stepped in, assisting her with the appeal process and securing her housing voucher. Alison simply shares, "Thank you—this has been a real help: it gives me one less thing to worry about!"

** Name has been changed.*



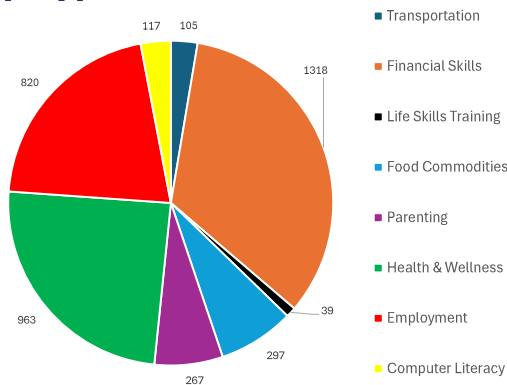
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Stories that Matter

Count of Case Management by Type



Transportation Arrives Just in Time for Eleanor*

Needing transportation for her upcoming doctor's appointment, Eleanor* was anxious and about to cancel, when LifeSTEPS connected her with transportation services covered by her insurance. Now, Eleanor can keep appointments with ease of mind.

** Name has been changed.*



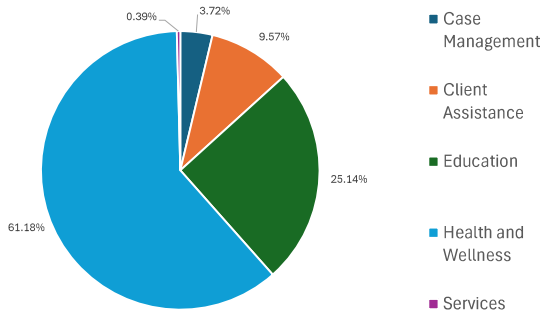
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4

Stories that Matter

Case Management Provided by Type



Helping Sandra* Get Back on Her Feet

At Estuary I, the LifeSTEPS ICM was able to procure for Sandra*, who had just moved into her unit, all the household items she needed—along with reestablishing her EBT benefits and assisting her with her resume to re-obtain her IHSS job. Currently, Sandra is working, supplemented with EBT.

** Name has been changed.*



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Stories that Matter

Count of Health & Wellness Case Management



Gaining Independence

Jackson* has cerebral palsy. To get his Social Security check, he needed a payee to give it to him. With the help of LifeSTEPS, Jackson was able to prove his capability of handling the funds himself. Part of the proof came from the budgetary information LifeSTEPS provided him. Jackson shares, "I am very satisfied with LifeSTEPS! Whenever I need help, they do the job very well. Love LifeSTEPS!"

** Name has been changed.*



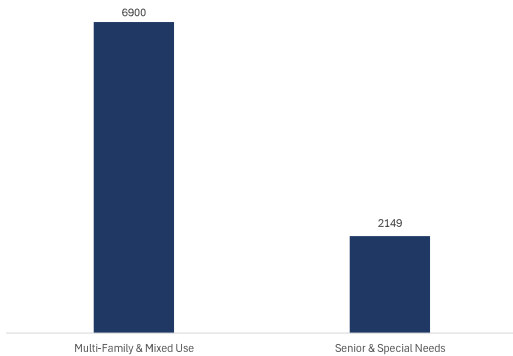
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Stories that Matter

Count of Case Management per Property Type



Pizza Party and Pajama Jam for ASP

At Rosefield Village, LifeSTEPS' After School Program (ASP) is some serious business: youth participate in reading activities, leadership training, homework assistance, and health & wellness classes. As a reward for all their hard work, LifeSTEPS provided them with a pizza party and pajama jam, where youth were able to dance their hearts out! One youth in the ASP, Kinsey*, said, "LifeSTEPS makes the ASP fun!"

** Name has been changed.*



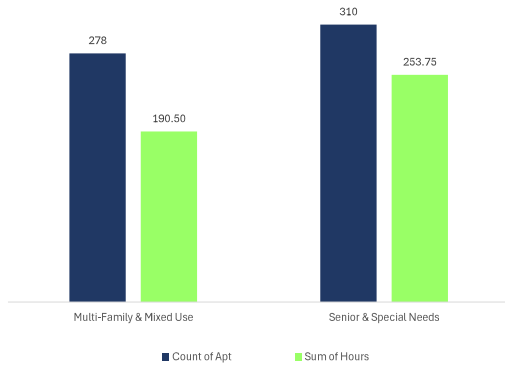
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Stories that Matter

Eviction Prevention in Unit Counts & Hours Provided



Relocating with LifeSTEPS

After their private apartment complex collapsed, LifeSTEPS assisted Gene*, a disabled senior, in relocating to China Clipper Apartments, even securing funds for the move from APS. Gene, who would have otherwise been without recourse, says, "LifeSTEPS succeeded in helping me relocate: I will forever be grateful for your assistance."

** Name has been changed.*



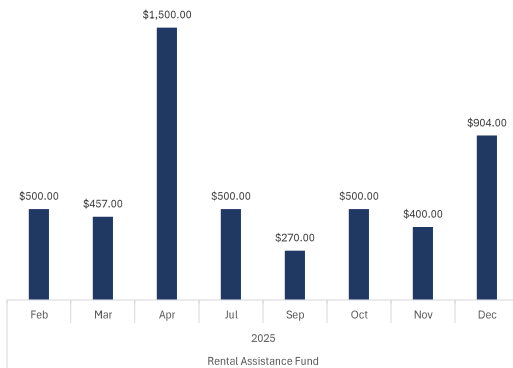
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Stories that Matter

Rental Assistance per Month Applied



Obtaining LIHEAP Keeps Gloria* Housed

When she had no way to pay her utilities bills, Gloria received a shut-off notice. Unable to pay and with nowhere to go, she despaired—until LifeSTEPS connected her with the California’s LIHEAP program, which helped pay her outstanding balance and support her going forward with an affordable rate. Gloria shares, “I appreciate LifeSTEPS’ help through a mentally difficult time.”

** Name has been changed.*



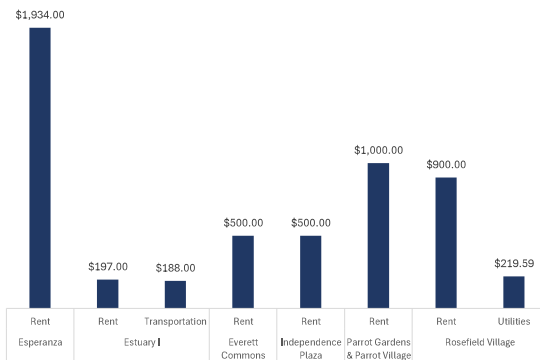
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Stories that Matter

Client Assistance Amounts & Types per Property



Esperanza Residents Find Hope Again

Disabled seniors, June* and Al* were without the ability to keep their utilities on, but found hope with LifeSTEPS, who introduced them to LIHEAP, which paid their outstanding balance of nearly \$300. June and Al share a lot of gratitude, saying, “LifeSTEPS is like family to us; you take care of us: we would be lost without your help!”

** Name has been changed.*



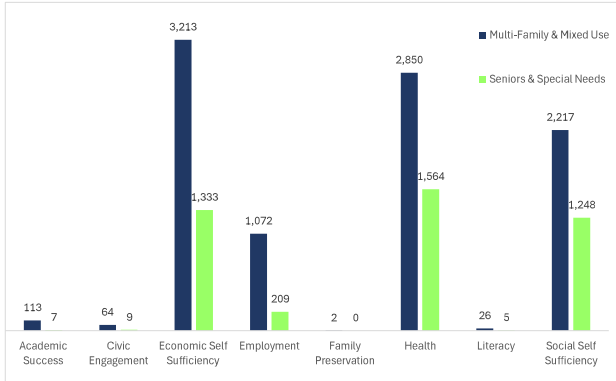
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Stories that Matter

Unduplicated Residents Obtaining Noted Outcomes



Experiencing Eviction Prevention

The Jones* family at Rosefield Village was having a hard time making ends meet—and they were facing the possibility of eviction. The property manager referred them to LifeSTEPS, who connected them with rental assistance resources that kept them housed and evaded eviction. With gratitude, Mrs. Jones shares that “LifeSTEPS saved my family.”

** Name has been changed.*



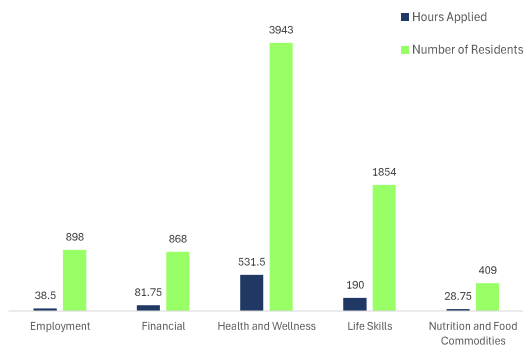
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Stories that Matter

Sum of Hours & Duplicated Number of Residents for Services/Classes Held



Getting the Care Wan* Needs

Wan* needed getting medical care, but she had no means of getting to her appointments. Working with LifeSTEPS, she was able to both identify and secure budget-friendly transportation options. Grateful for the help, Wan shares, “I will always come see LifeSTEPS!”

** Name has been changed.*



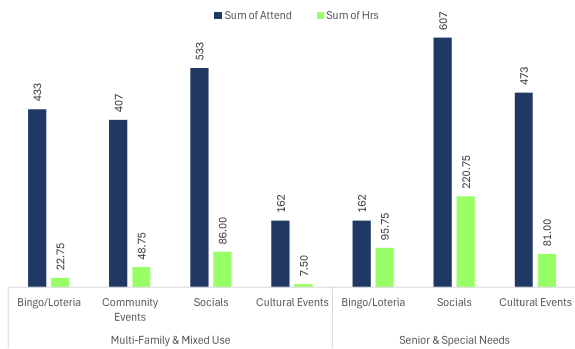
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Stories that Matter

Duplicated Attendance & Sum of Hours for Events



Toys4Tots Made Christmas for the Kimberly* Family

At Parrot Gardens, the Kimberly* family was stressed about how to make Christmas happen. Thankfully, LifeSTEPS connected the residents at Parrot Gardens with Alameda Toys4Tots, so that the holidays would not be lost on anyone. Mr. Kimberly shared with a tear in his eye, "Receiving a toy on Christmas meant the world to my family—especially my children. Thank you for helping us celebrate!"

* Name has been changed.



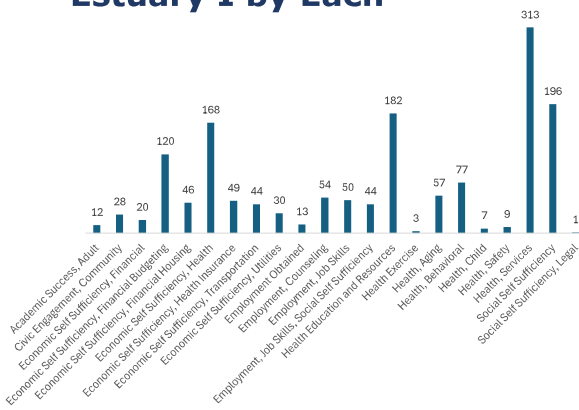
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Stories that Matter

Unduplicated Outcomes at Estuary I by Each



Jeffrey Supported through Ongoing Health Concerns

At Estuary I, the LifeSTEPS ICM worked diligently to ensure that Jeffrey* was able to secure services through the PACE program for his ongoing health challenges, along with meal services to support his wellbeing. With tears in his eyes, Jeffrey, who would have been lost without LifeSTEPS simply says, "Thank you."

* Name has been changed.



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Stories that Matter


Unduplicated Outcomes at Estuary I by Percentage

Category	Percentage
Social Self-Sufficiency & Engagement	15.56%
Economic Self-Sufficiency	31.32%
Employment	10.57%
Health & Wellness	42.55%

Randi* Maintains Housing with Rental Assistance


Randi* was at risk of becoming unhoused. The LifeSTEPS ICM at Estuary I was connected with Randi and provided her with rental assistance support. Empowering her to stay housed with rental assistance, Randi heartily shares, “I am very happy with LifeSTEPS helped me take control of my life again.”

** Name has been changed.*



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Stories that Matter

LifeSTEPS/AHA Rental Assistance & Still-Housed Sum of All


Property	Count of Resident	Sum of Net \$ Assistance	Sum of Days Still Housed
Esperanza	5	\$1,934.00	804.00
Estuary I	1	\$197.00	53.00
Everett Commons	1	\$500.00	62.00
Independence Plaza	1	\$500.00	299.00
Parrot Gardens & Parrot Village	2	\$1,000.00	538.00
Rosefield Village	2	\$900.00	391.00
Grand Total	12	\$5,031.00	2147.00

Using the current, program-based reference that each prevented eviction avoids \$10,000+ in social/economic costs (**Connected Communities, Jan 6, 2026**), the 12 LS/AHA successes correspond to ≈ \$120,000.00 in preserved value, which might be compared to the \$5,031.00 distributed to procure these successes.



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Stories that Matter

Community-Based Organization (CBO) Rental Assistance & Still-Housed Count with Cumulative Days of All Still Housed

Property	Sum of Days Still Housed	Count of Still Housed
Anne B. Diament Plaza	397	1
Estuary I	529	4
Everett Commons	220	1
Independence Plaza	1326	6
Linnet Corner	42	1
Littlejohn Commons	322	1
Rosefield Village	11377	40
Grand Total	14213	54

Using the current, program-based reference that each prevented eviction avoids \$10,000+ in social/economic costs (**Connected Communities, Jan 6, 2026**), the 54 CBO RA successes correspond to ≈ \$540,000.00 in preserved value.



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

To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Programs and Communications Manager

Date: May 20, 2026

Re: Accept a Presentation on the 2026 Customer Satisfaction Survey.

BACKGROUND

Since 1993, the Housing Authority of the City of Alameda (AHA) has conducted an annual survey to measure customer satisfaction. The 2026 survey was conducted between January 20, 2026, and March 6, 2026. The 2026 survey requested feedback on customer experience from AHA tenants, AHA landlords, and AHA housing program participants. Survey questions ranged from AHA customer service to food access and technology usage. Each survey included additional questions that were customized specifically to each survey group (tenant, landlord, or program participant). The tenant category includes all tenants living at AHA sites, including those in unsubsidized units, while the program participant category only includes tenants receiving a subsidy through an AHA housing program.

DISCUSSION

As part of the 2026 survey, all survey participants were mailed a printed version of the survey with instructions on how to submit one survey via fax, email, mail, in-person, or via an online form. Additionally, an email was sent to every surveyed tenant, landlord, or program participant that had an email on file with AHA. See the attached presentation and supporting documents for the results of the 2026 Annual Customer Survey.

FISCAL IMPACT

For information only and there is no financial impact.

CEQA

Not applicable

RECOMMENDATION

Accept the 2026 Customer Satisfaction Survey.

ATTACHMENTS



1. 2026 Customer Survey Report
2. 2026 Customer Survey Presentation

Respectfully submitted,

A handwritten signature in black ink that reads "Joshua Altieri". The signature is written in a cursive, flowing style.

Joshua Altieri, Community Programs and Communications Manager

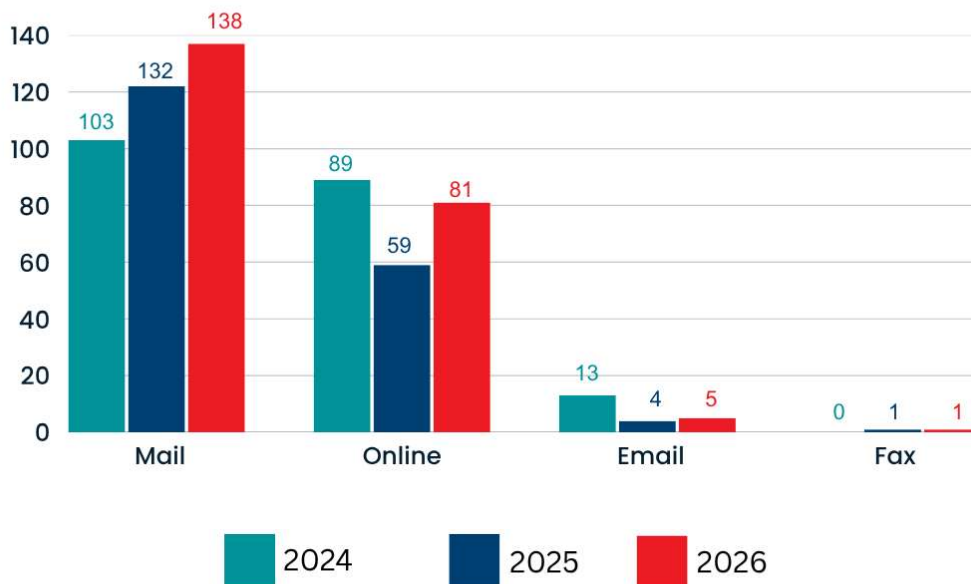
Introduction:

Since 1993, the Housing Authority of the City of Alameda (AHA) has conducted an annual survey to measure customer satisfaction. The 2026 survey included the same questions as previous annual customer surveys and was conducted between January 20, 2026, and March 6, 2026. The 2026 survey was issued to AHA tenants, AHA landlords, and AHA housing program participants. Survey questions ranged from AHA customer service to food access to technology usage. Each survey included additional questions that were customized specifically to each survey group (tenant, landlord, or housing program participant). The survey forms for each survey group are included in the May 2026 Board Memo.

Survey Response Methods:

As part of the 2026 survey, all survey participants were mailed a printed version of the survey with instructions on how to submit one survey via fax, email, mail, or via an online form. Plus, an email was sent to every surveyed tenant, landlord, or program participant that had an email on file with AHA. Total surveys sent were 1,513 and 225 surveys were returned to AHA. Below is a chart that details data related to survey response methods in the 2026 survey in comparison to the 2025 survey and 2024 survey.

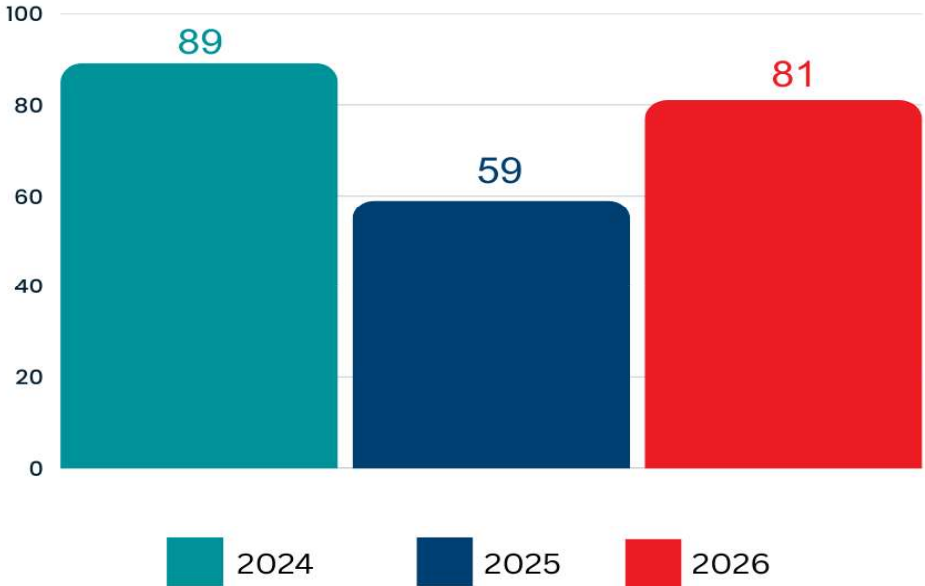
Total surveys submitted by method
(2024 vs 2025 vs 2026)



Online Response

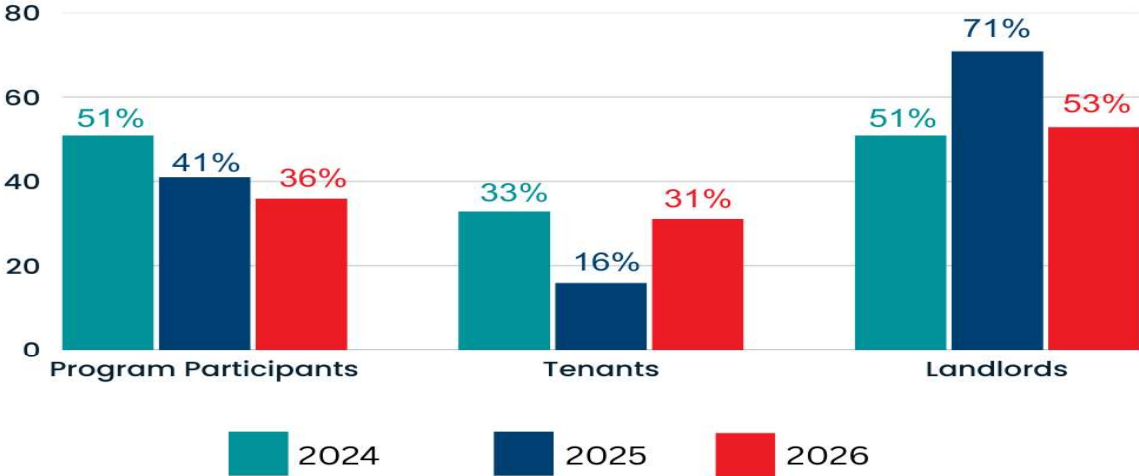
AHA continues to utilize multiple survey return submission options (email, mail, fax, or online form) to maximize survey response. The 2026 survey was the fifth year of AHA offering an online survey option, with 81 of 225 surveys were submitted via an online form.

Total online surveys submitted
(2024 vs 2025 vs 2026)



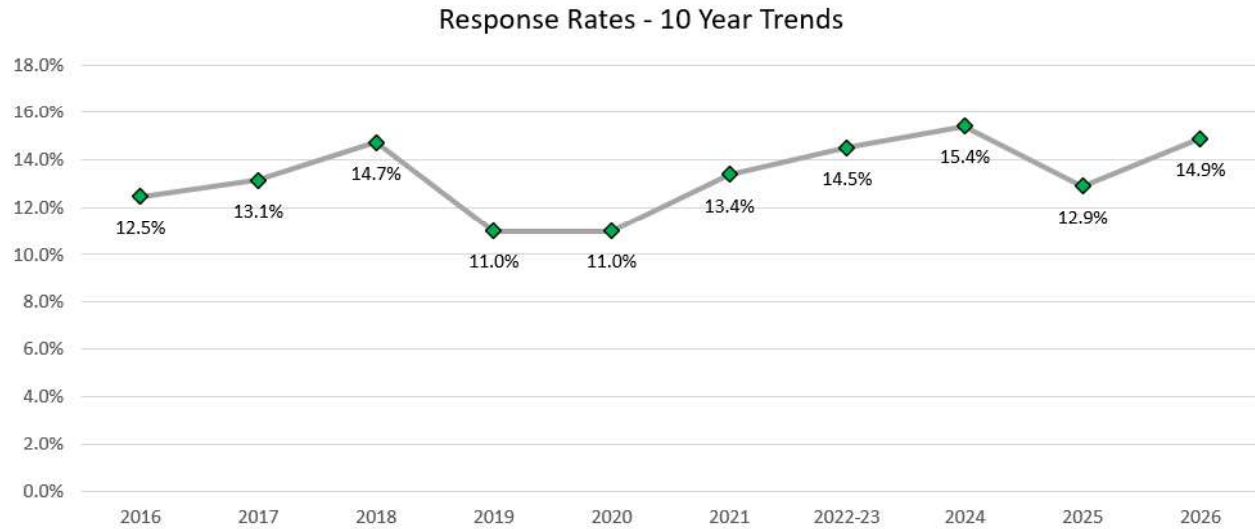
The chart below highlights the percentage of total surveys that were submitted online within each specific survey group (tenants, participants, landlords) in the 2026, 2025, and 2024 surveys.

Percentage of total surveys received through online submissions per survey group (%)
(2024 vs 2025 vs 2026)



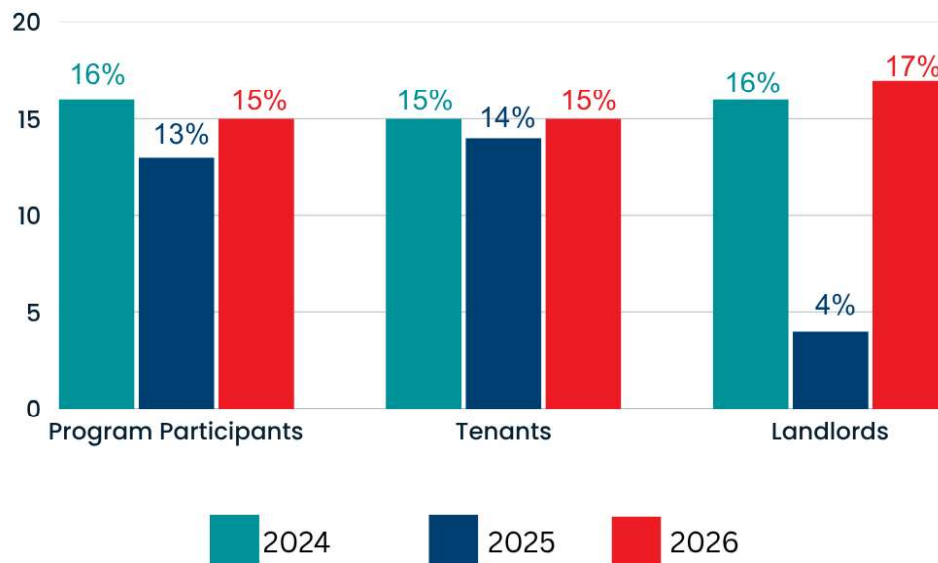
Response Rates:

A total of 1,513 surveys were issued, and 225 were returned for a response rate of 14.9 percent. The 2026 response rate aligns to the response rates from previous survey years and is the second highest response rate in past ten years, as indicated below.



The chart below contains the 2026 response rate for each survey group (landlord, tenant, and housing program participant) in comparison to the surveys from 2024 and 2025.

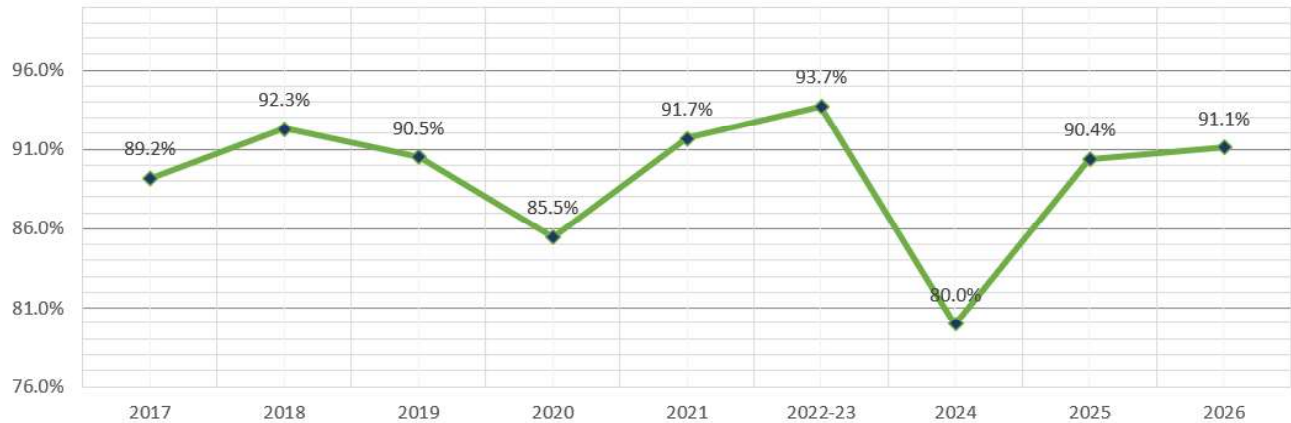
Response rate by survey group (%) (2024 vs 2025 vs 2026)



Overall Quality of Service

The first question on the customer survey for all respondent groups (tenants, landlords, program participants) is if they felt that the “overall quality of service provided” was meeting or exceeding expectations. The charts below illustrate the cumulative respondents’ level of customer satisfaction from all survey groups and the 91.1 percent in the 2026 survey is the fourth highest ranking within that nine-year period.

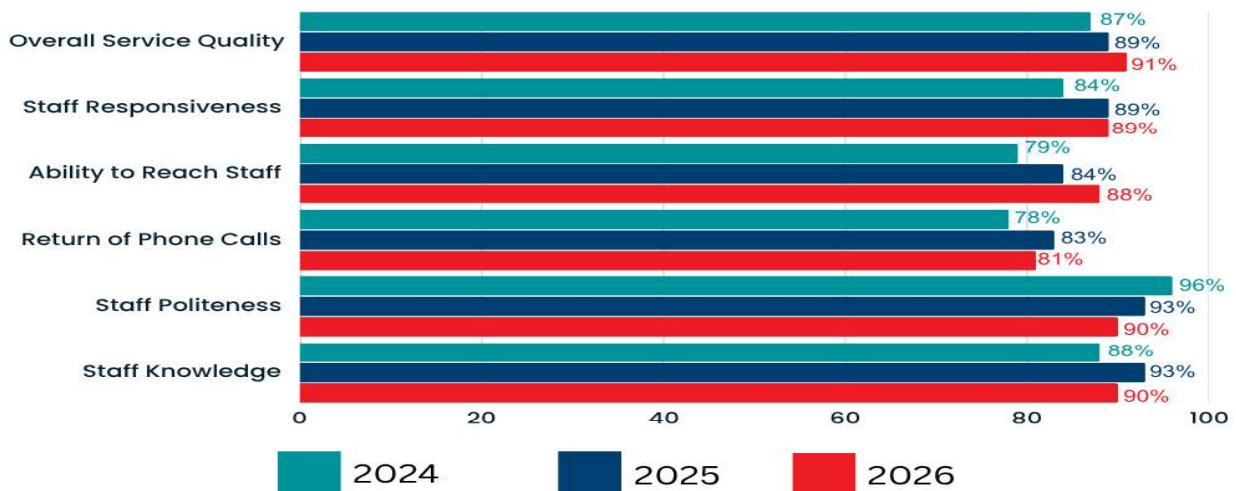
Overall Customer Satisfaction - Meet/Exceeds



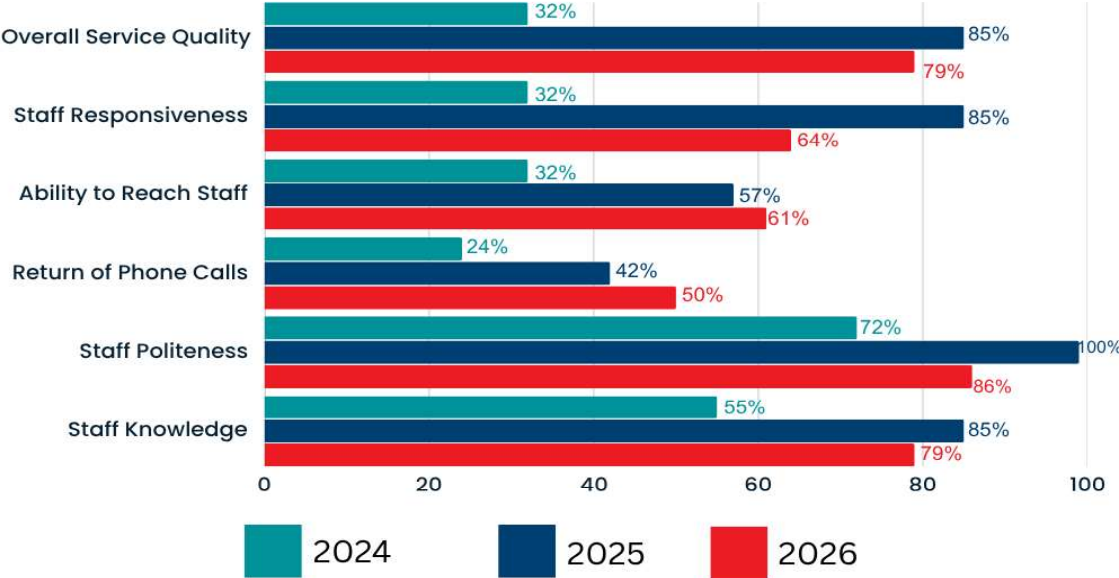
Customer Service Feedback (per survey group):

All surveys included six standard questions, each question with a focus on specific customer service elements. Below you will find customer service factors ranked by each specific survey group (tenants, program participants, and landlords) in the 2026 customer survey, in comparison to 2024 and 2025 surveys. Please review below for more details.

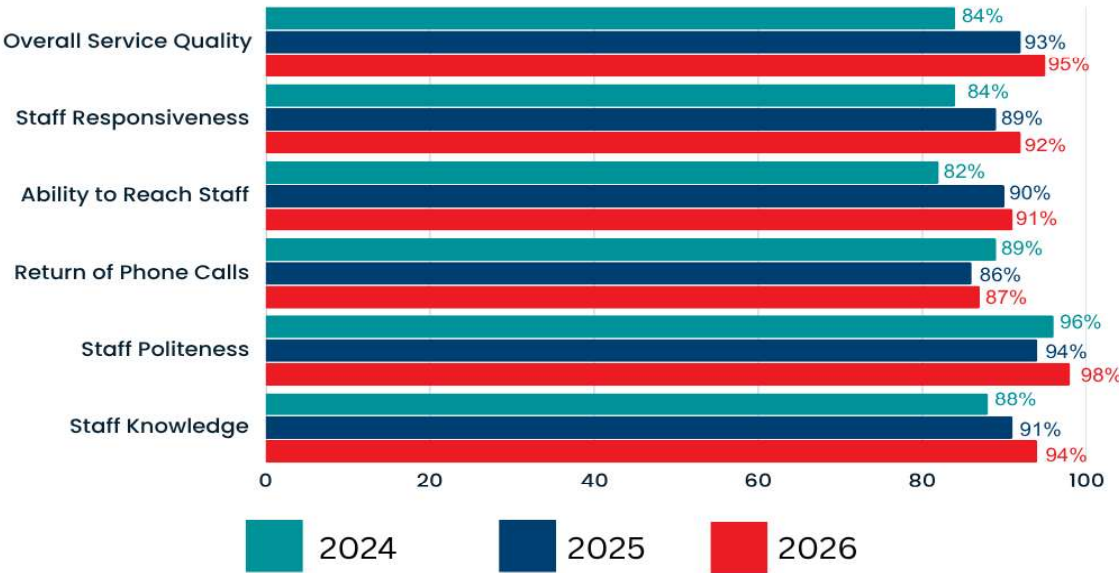
Customer Service Responses (Meets or Exceeds) (%)
 AHA Program Participants
 (2024 vs 2025 vs 2026)



Customer Service Responses (Meets or Exceeds) (%) AHA Landlords (2024 vs 2025 vs 2026)



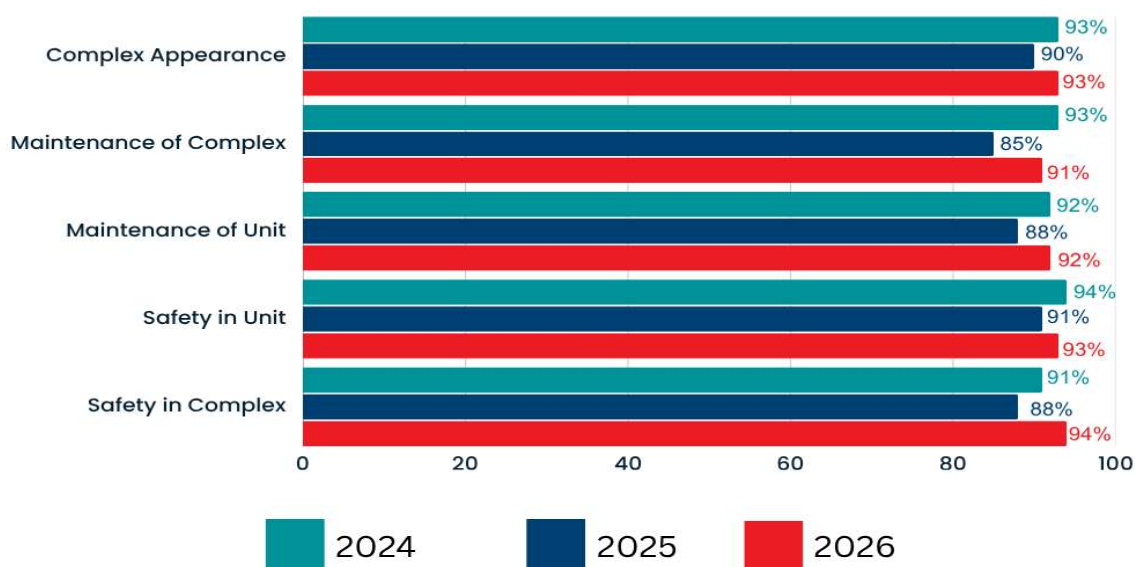
Customer Service Responses (Meets or Exceeds) (%) AHA Tenants (2024 vs 2025 vs 2026)



AHA Tenant Feedback:

A series of questions (listed below in chart) in the 2026 tenant survey applied only to tenants at AHA owned properties. Review below for AHA tenant survey rankings regarding different aspects of property management.

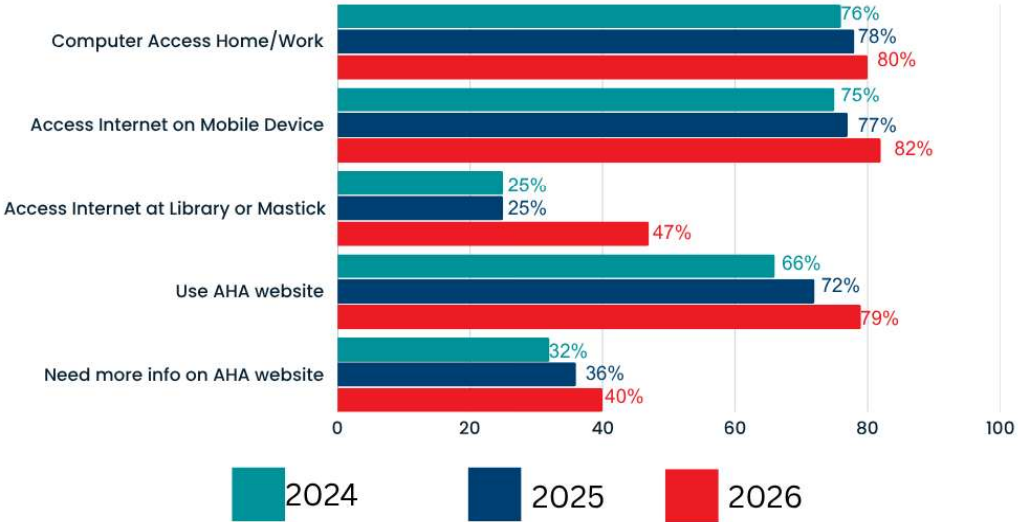
Property Management Responses (Meets or Exceeds) (%)
AHA Tenants
(2024 vs 2025 vs 2026)



Use of Technology:

In 2005, questions were added to the landlord, tenant, and program participant survey to elicit information regarding customers’ ability to access the internet and information on AHA’s website. The responses to the 2026 survey indicate increased access to computers and internet by landlords, tenants, and program participants. Also, the survey responses demonstrate that AHA’s website (www.alamedahsg.org) continues to gain increased engagement by survey respondents with 79 percent of all survey respondents having visited AHA’s website, compared to 66 percent in 2024 and 72 percent in 2025. Lastly, 47 percent of all survey respondents accessed internet via the library or Mastick Senior Center, which is a significant increase from 25 percent in 2024 and 2025.

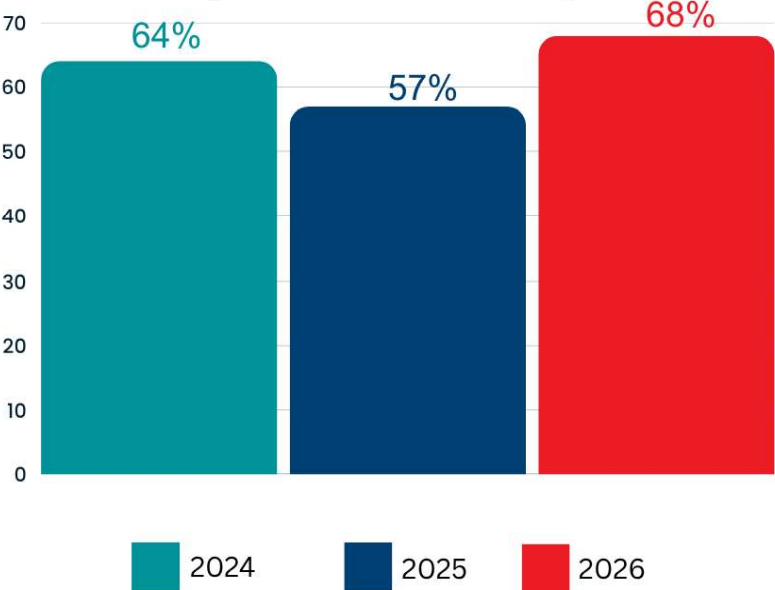
Technology Usage across all Survey Groups (%) (2024 vs 2025 vs 2026)



Landlord Portal Usage:

The 2026 survey included a question specific to landlords in which landlords were asked if they have “ever accessed the landlord portal?”

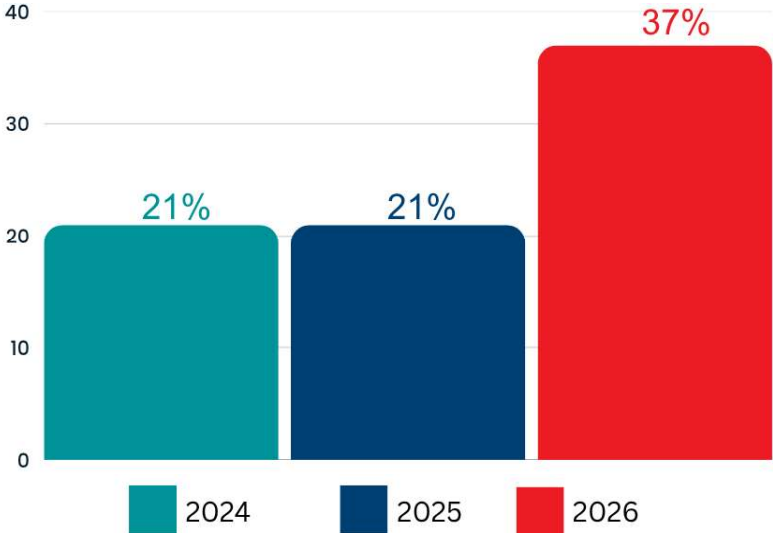
Landlord Portal Usage (%) (2024 vs 2025 vs 2026)



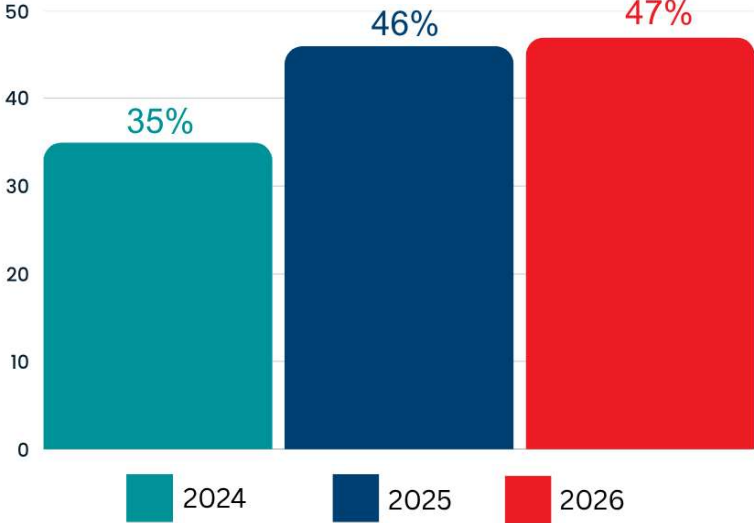
Health Crisis Questions:

Similar to the survey in recent years, the 2026 survey for both and only housing program participants and tenants included three additional questions that related to internet access for families with K-12 children, household food insecurity, and accessing local food resources. Please review the charts below for data related to the internet access for households with K-12 children, food insecurity, and accessing local food resources.

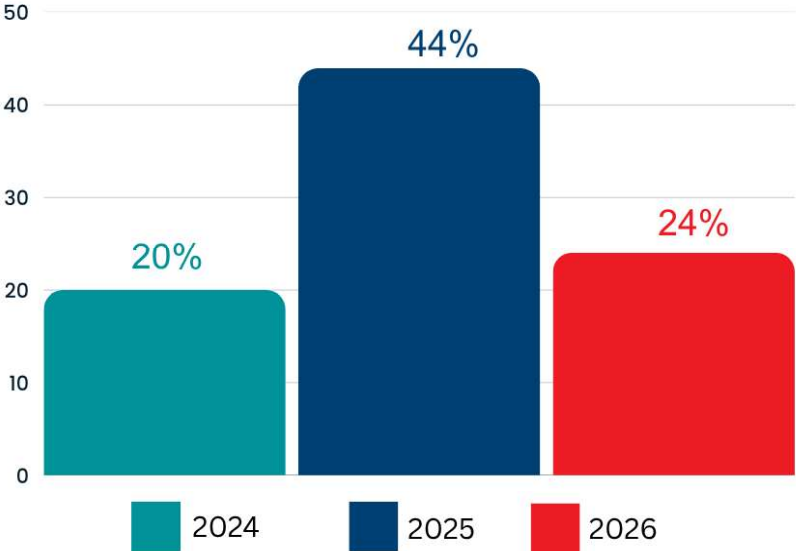
AHA tenants or AHA Program Participants with food insecurity (%) (2024 vs 2025 vs 2026)



AHA tenants or AHA Program Participants utilizing the Alameda Food Bank or other organization (%) (2024 vs 2025 vs 2026)



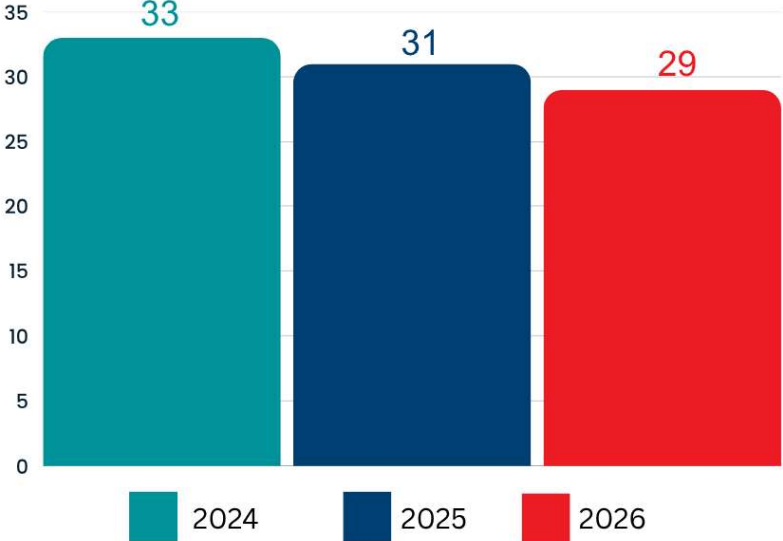
Households with K-12 kids having access to internet (%)
(2024 vs 2025 vs 2026)

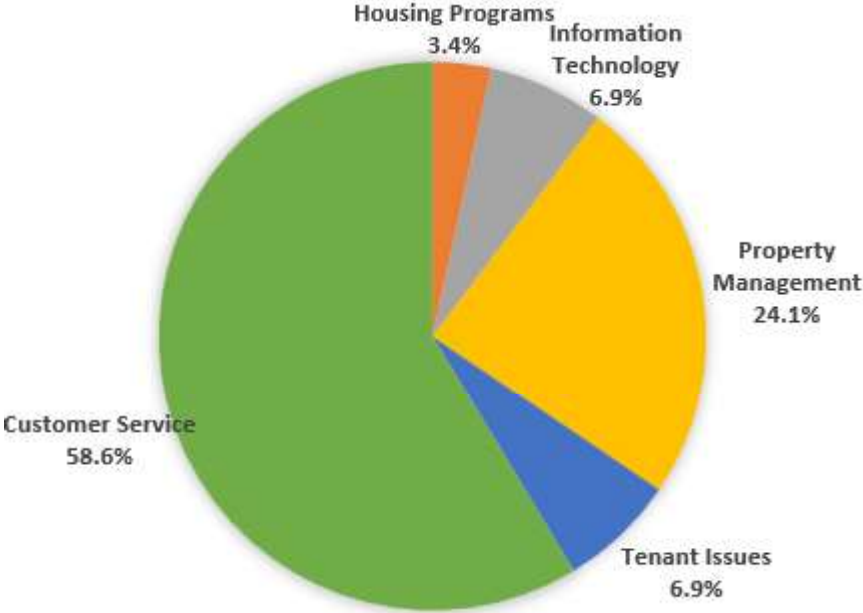


Additional Comments:

On all surveys, survey respondents had the option to submit additional comments on each survey form. The first chart (top) lists total comments submitted within the last three survey cycles (2024, 2025, 2026). The second chart (below) categorizes the additional comments by category in the 2026 survey.

Total Number of Surveys with Additional Comments
(2024 vs 2025 vs 2026)





2026 Customer Survey Summary:

The most popular method to submit the 2026 Customer Survey was via mailed responses, at 61 percent, while 36 percent of all survey submissions were completed via the online form. The survey group that submitted the highest percentage of online surveys were the landlords at 53 percent and housing program participants at 36 percent, while 31 percent of submitted surveys from tenants were via online form.

With a total of 1,513 surveys sent and 225 returned, the response rate was 14.9 percent, which is an increase from 12.9 percent in 2025, and is the second highest response rate since 2016. The survey groups with the highest response rates included landlords at 17 percent, housing program participants at 15 percent, and tenants at 15 percent. The 2026 survey was the second ever AHA customer survey to include survey codes which were utilized as a control to identify and exclude any duplicate survey submissions. No duplicate surveys were identified during the survey process.

The two main goals of AHA's Annual Customer Survey is 1) to ensure that AHA staff and property management staff are delivering the best possible customer experience and 2) AHA properties are well maintained and tenants feel safe in their unit and at their property. The 2026 Customer Survey demonstrated a consistent increase in customer satisfaction overall, as 91 percent of all survey submissions ranked the "overall quality of customer service provided" as meeting or exceeding expectations.

Additionally, in comparison to the 2025 customer survey the customer service rankings in 2026 for landlords across the five other customer service questions (Staff Responsiveness, Ability to Reach Staff, Return of Phone Calls, Staff Politeness, Staff knowledge) saw a significant increase. The largest increases are related to "ability to reach staff" (+29 percent compared to 2024) and "overall service quality" (+47 percent compared to 2024). A 17 percent survey response rate amongst AHA landlords ensured a more representative sample size versus the 4 percent landlord response rate in 2025. The increase in customer satisfaction is partially related to operational updates with the Ombudsman now handling landlord inquiries in 2026. The percentage of surveyed landlords who have accessed the landlord portal increased to 68 percent from 57 percent in 2025 and 64 percent in 2024. As a reminder in the 2021 survey, only 13 percent of surveyed landlords were utilizing the landlord portal.

Customer service rankings for housing program participants across the five customer service questions (Staff Responsiveness, Ability to Reach Staff, Return of Phone Calls, Staff Politeness, Staff knowledge) remain consistent, in comparison to the 2025

Customer Survey, with largest increases related to “ability to reach staff” (+9 percent since 2024) and “overall service quality” increased to 91% (+2 percent since 2025).

Customer service rankings for tenants across the five other questions (Staff Responsiveness, Ability to Reach Staff, Return of Phone Calls, Staff Politeness, Staff knowledge) saw an increase, in comparison to the 2025 Customer Survey, with largest increases related to “ability to reach staff” (+9 percent since 2024) and “overall service quality” (+11 percent since 2024). The list of questions specific to AHA tenants produced important data related to property management; and the feedback is positive, as AHA tenants rated AHA in meeting or exceeding expectations across five different categories, including: complex appearance (93 percent), maintenance of complex (91 percent), maintenance of unit (92 percent), safety in unit (93 percent), and safety in complex (94 percent).

The Customer Surveys from tenant and housing program participants indicate a sharp decline to 24 percent in households with K-12 children that have internet access, dropping from 44 percent in 2025. In regard to technology access, 80 percent of all survey respondents have access to computer and 82 percent access internet via mobile device. 79 percent of all survey respondents have visited www.alamedahsg.org, an increase from 66 percent in 2024 and 72 percent in 2025.

The 2026 survey results indicated that 37 percent of households are experiencing food insecurity, in the 2025 survey 21 percent indicated food insecurity. AHA continues to coordinate with the Alameda Food Bank to deliver food weekly to Independence Plaza (first and third Tuesday of each month), Anne B. Diamant (second and fourth Tuesday of each month), plus Estuary I and Linnet Corner on a bi-weekly basis. A total of 47 percent of surveys from tenants and housing program participants indicated that they are sourcing food from the Alameda Food Bank or another organization, last year was 46 percent in 2025 and 35 percent in 2024.

Lastly, this 2026 Customer Survey provided the Housing Authority of the City of Alameda with some valuable input (via additional comments) from AHA stakeholders related to customer service and property management. In total, 29 submitted surveys included additional comments, with 58.6 percent of additional comments related to customer service and 24.1 percent of additional comments related to property management.



1

AT A GLANCE

The Annual Survey

- Survey conducted since 1993
- Categories: Tenants, Landlords, and Program Participants
- Surveys sent to:
 - ✓ 100% of all Tenants (at AHA owned properties)
 - ✓ 33% of all Landlords (random selection)
 - ✓ 33% of all Housing Program Participants (random selection)
- Customized survey for each survey group

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2

Survey Content

- **Landlord Survey**
 - ✓ Six general customer service questions
 - ✓ Six technology usage questions
 - ✓ One prompt for additional comments
- **Tenant Survey**
 - ✓ Six general customer service questions
 - ✓ Five property management questions
 - ✓ Five technology usage questions
 - ✓ One prompt for additional comments
- **Housing Program Participant Survey**
 - ✓ Six general customer service questions
 - ✓ Six technology usage questions
 - ✓ Two food insecurity questions
 - ✓ One prompt for additional comments



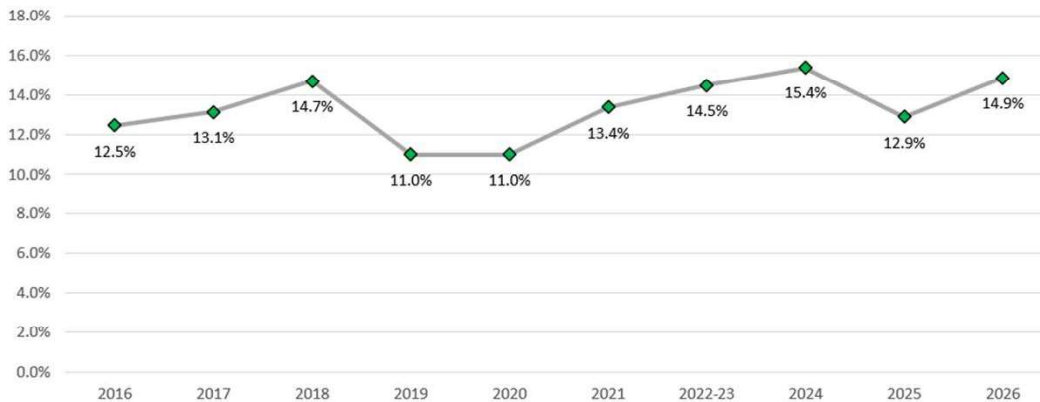
www.alamedahsg.org



3

Survey Response Rates

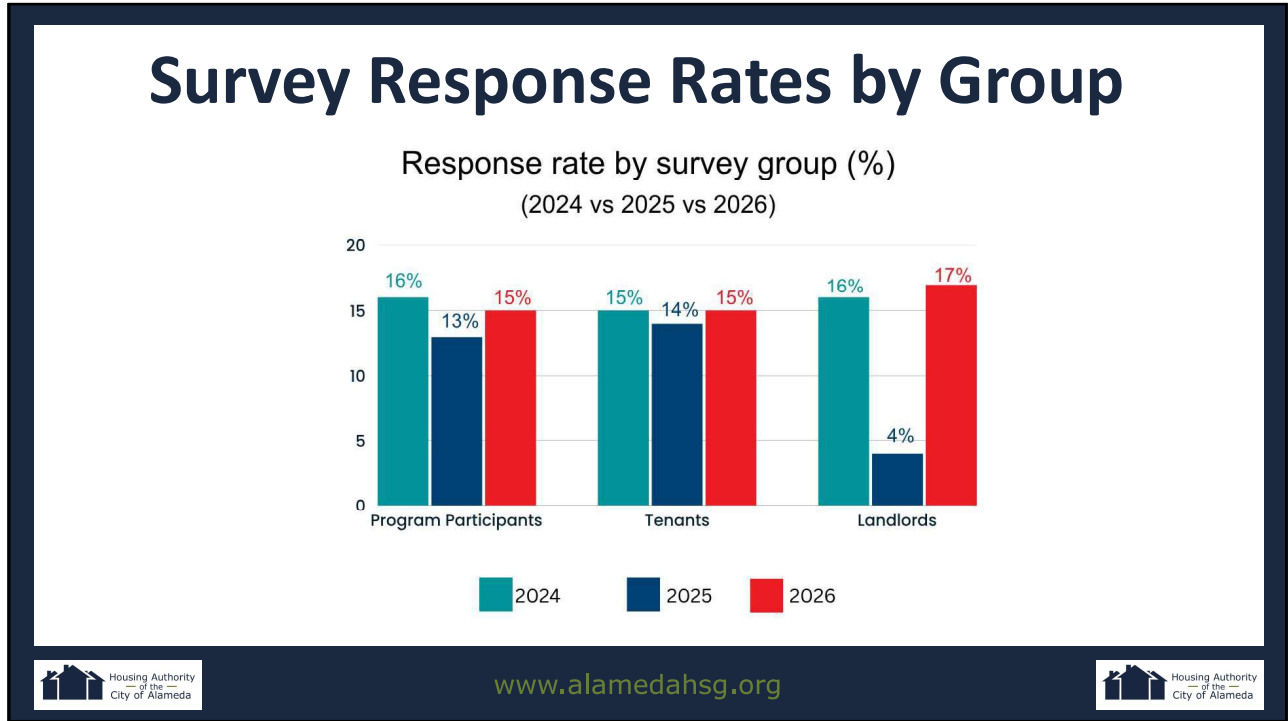
Response Rates - 10 Year Trends



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4



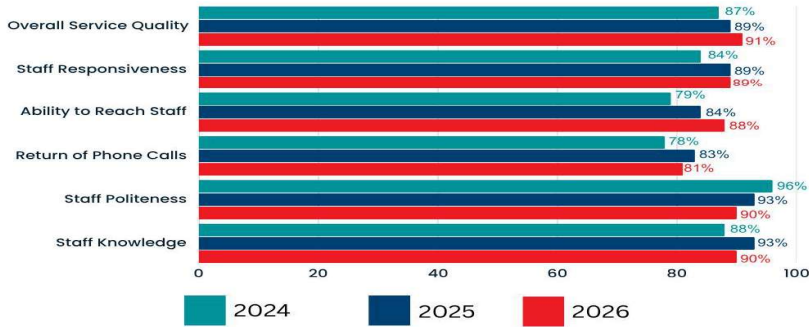
5



6

Customer Service Dimensions

Customer Service Responses (Meets or Exceeds) (%)
 AHA Program Participants
 (2024 vs 2025 vs 2026)



9% Increase in "Meet/Exceeds" on **Ability to Reach Staff** ratings, 2026 comparison to 2024

5% Increase in "Meet/Exceeds" on **Staff Responsiveness** ratings, 2026 comparison to 2024



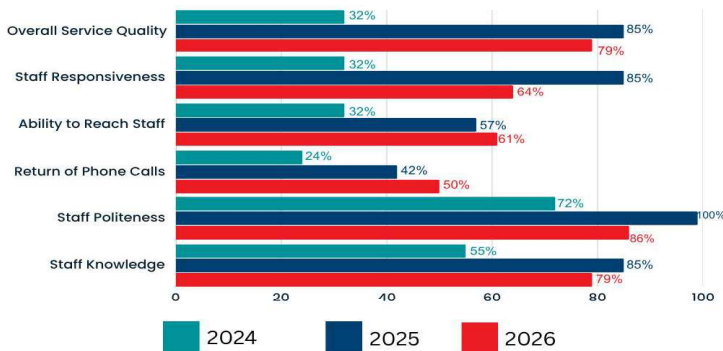
www.alamedahsg.org



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Customer Service Dimensions

Customer Service Responses (Meets or Exceeds) (%)
 AHA Landlords
 (2024 vs 2025 vs 2026)



47% Increase in "Meet/Exceeds" on **Overall Service Quality** ratings, 2026 comparison to 2024

29% Increase in "Meet/Exceeds" on **Ability to Reach Staff** ratings, 2026 comparison to 2025

32% Increase in "Meet/Exceeds" on **Staff Responsive** ratings, 2026 comparison to 2024



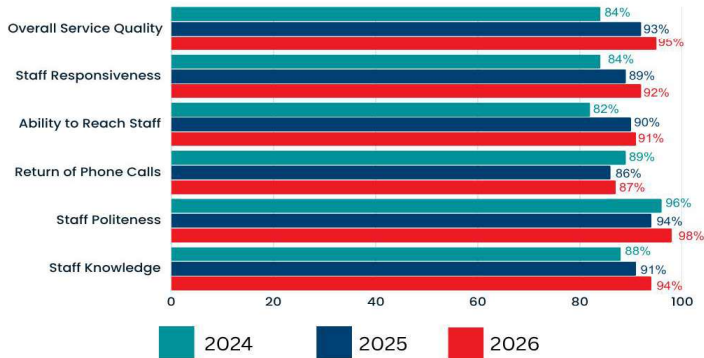
www.alamedahsg.org



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Customer Service Dimensions

Customer Service Responses (Meets or Exceeds) (%)
AHA Tenants
(2024 vs 2025 vs 2026)



- 95% of responses rated **Overall Service Quality** as meeting or exceeding expectations
- 9% Increase in "Meet/Exceeds" on **Ability to Reach Staff** ratings, 2026 comparison to 2024



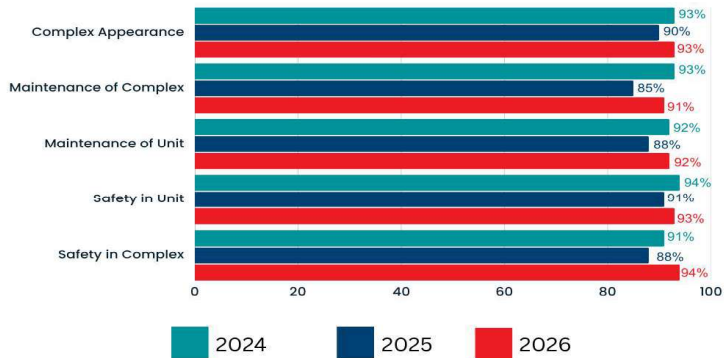
www.alamedahsg.org



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Property Management Dimensions

Property Management Responses (Meets or Exceeds) (%)
AHA Tenants
(2024 vs 2025 vs 2026)



- 6% Increase in "Meet/Exceeds" on **Maintenance of Complex** ratings, 2026 comparison to 2025
- 6% Increase in "Meet/Exceeds" on **Safety in Complex** ratings, 2026 comparison to 2025



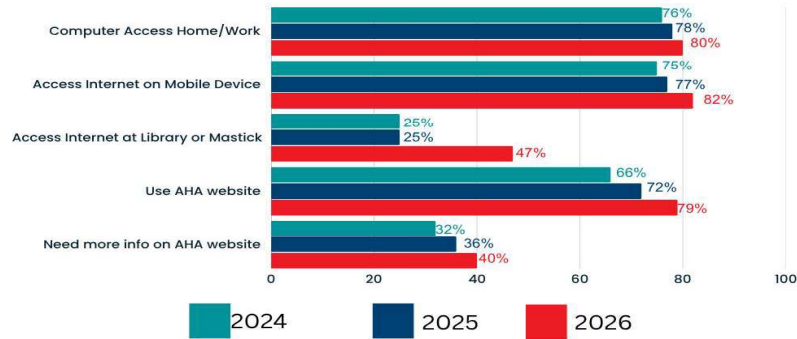
www.alamedahsg.org



10

Technology Usage

Technology Usage across all Survey Groups (%)
(2024 vs 2025 vs 2026)



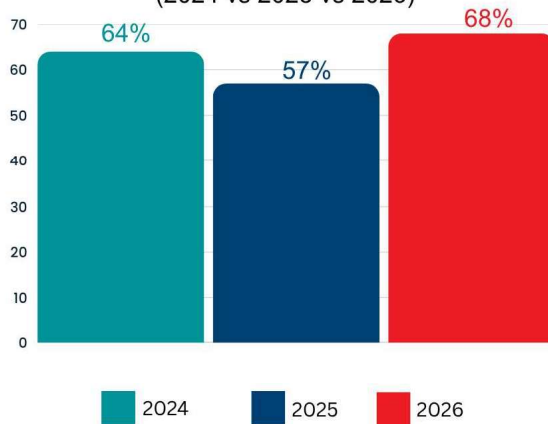
www.alamedahsg.org



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Landlord Portal Usage

Landlord Portal Usage (%)
(2024 vs 2025 vs 2026)



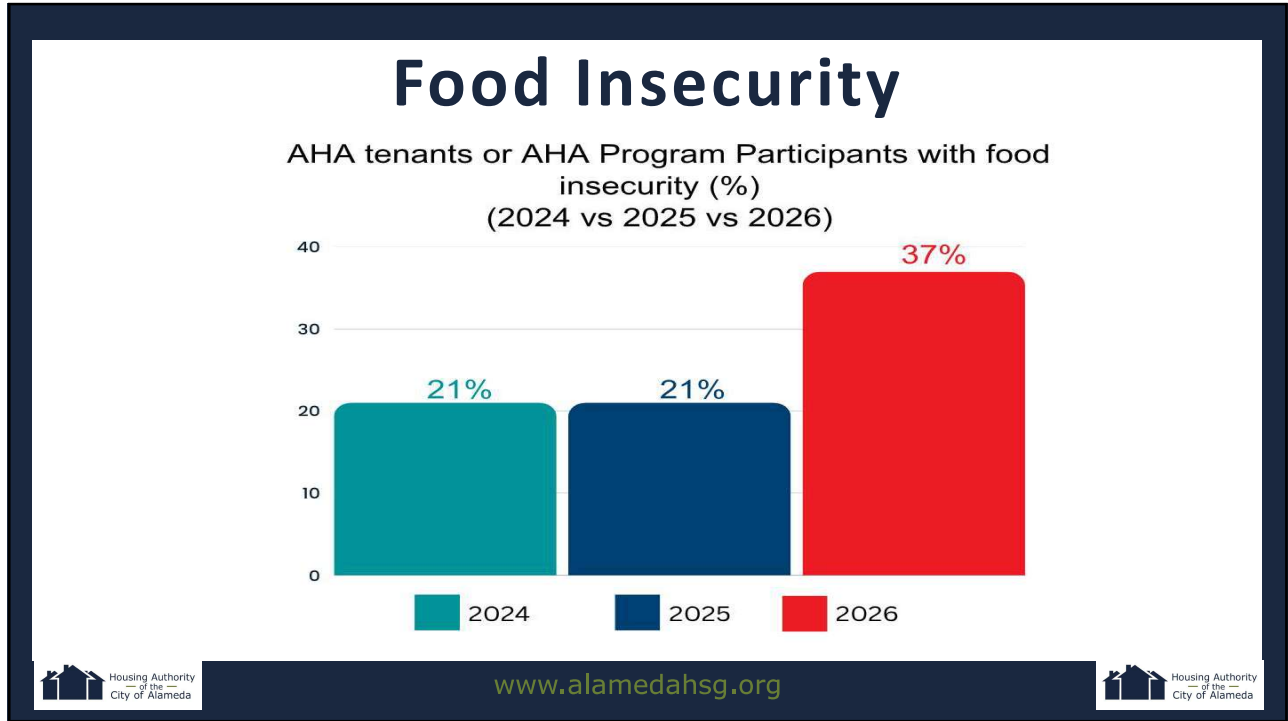
- 9% increase in landlord portal usage year-to-year, but reminder that in the 2021 survey only 13% of surveyed landlords utilized portal



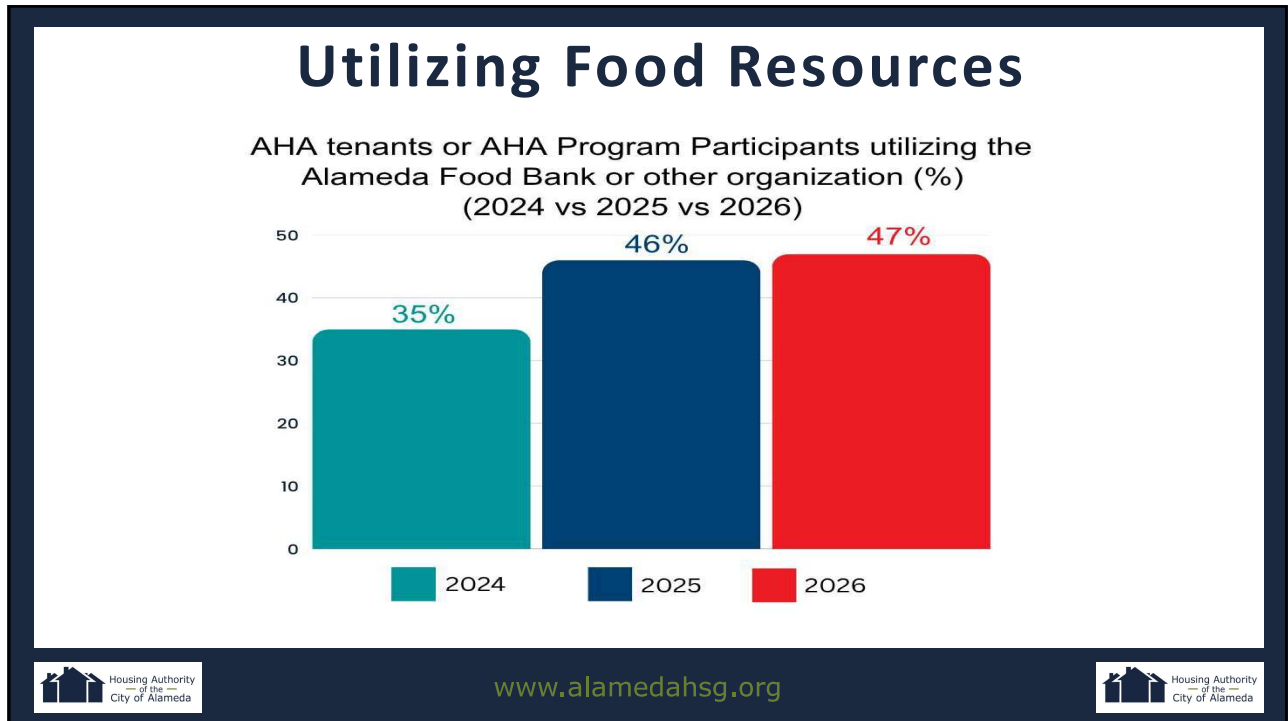
www.alamedahsg.org



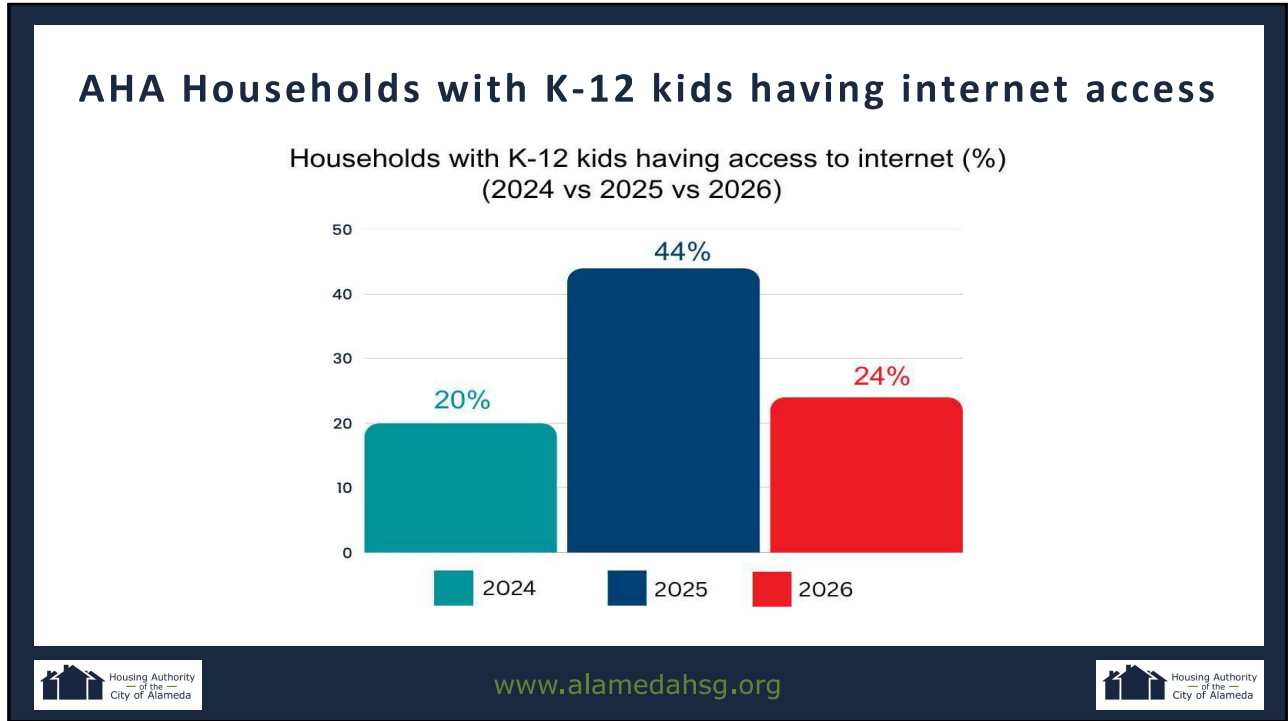
12



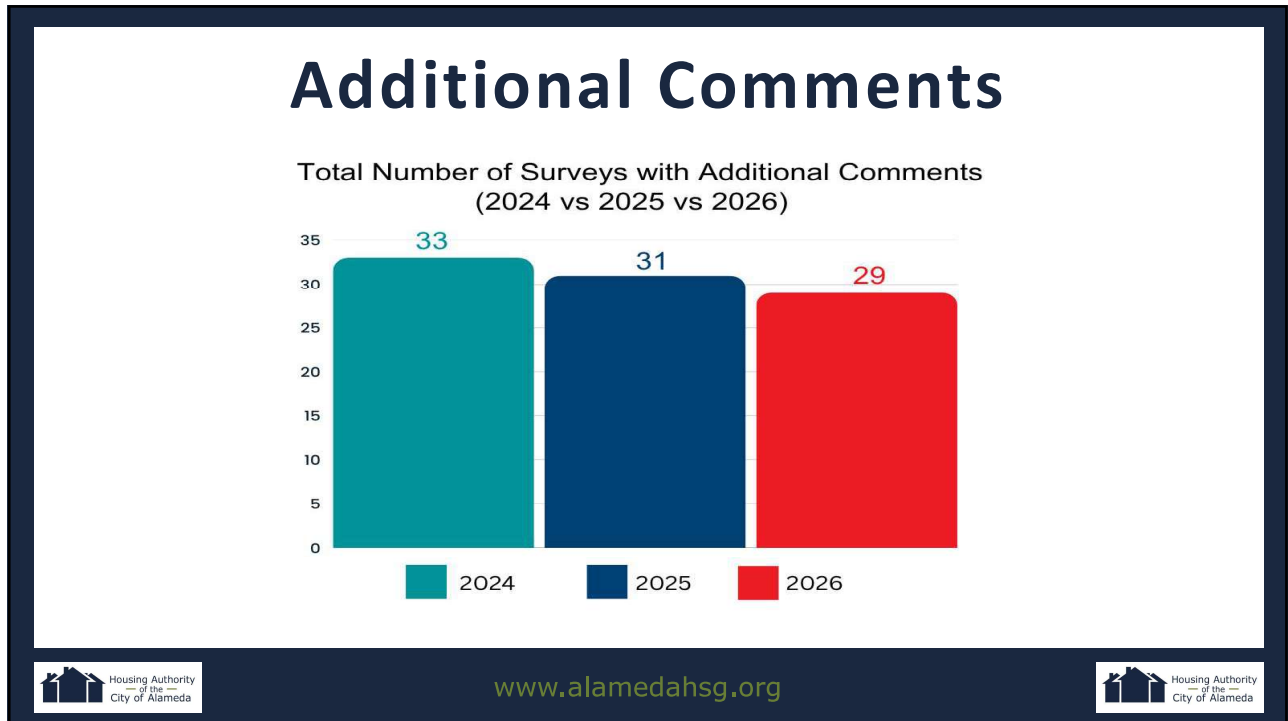
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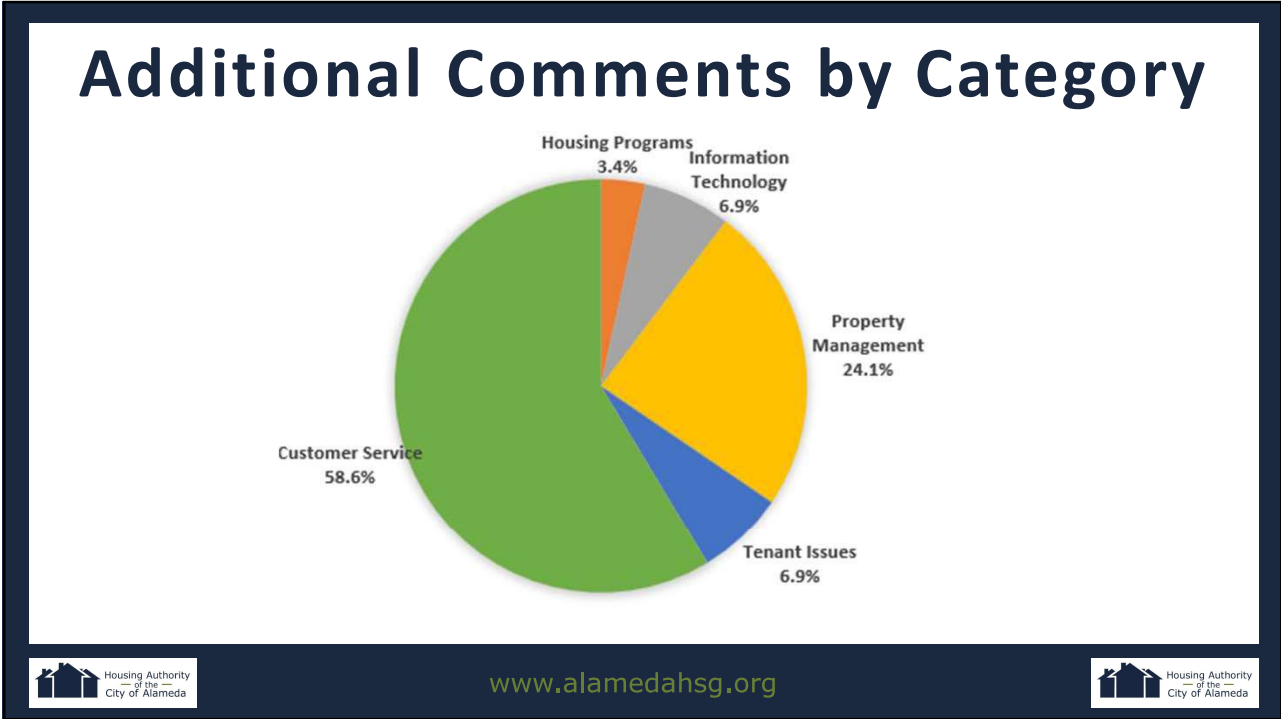
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15



16



17

2026 Survey Highlights

- With a total of 1,513 surveys sent and 225 returned, the response rate was 14.9 percent, which is an increase from 12.9 percent in 2025, and is the second highest response rate since 2016.
- The 2026 Customer Survey demonstrated a consistent increase in customer satisfaction overall, as 91 percent of all survey submissions ranked the “overall quality of customer service provided” as meeting or exceeding expectations. The fourth highest rating in past nine years.
- In comparison to the 2025 customer survey the customer service rankings for landlords in 2026 saw the largest increases in “ability to reach staff” (+32 percent compared to 2025) and “overall service quality” (+47 percent compared to 2024). A 17 percent survey response rate amongst AHA landlords ensure a more representative sample size versus the 4 percent landlord response rate in 2025.

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2026 Survey Highlights

- In comparison to the 2025 Customer Survey the upward trend of customer satisfaction continued for tenants, with largest increases related to “ability to reach staff” (+9 percent since 2024) and “overall service quality” (+11 percent since 2024).
- AHA tenants rated AHA in meeting or exceeding expectations across five different categories, including: complex appearance (93 percent), maintenance of complex (91 percent), maintenance of unit (92 percent), safety in unit (93 percent), and safety in complex (94 percent).
- The customer surveys from tenant and housing program participants indicate a sharp decline to 24 percent in households with K-12 children that have internet access, dropping from 44 percent in 2025.
- The 2026 survey results indicated that 37 percent of households are experiencing food insecurity, in the 2025 survey 21 percent indicated food insecurity.



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19

Housing Authority of the City of Alameda

Any Questions?

Joshua Altieri
jaltieri@alamedahsg.org

Housing Authority of the City of Alameda

Housing Authority of the City of Alameda

20



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Siyuan (Steven) Zhou, Management Analyst

Date: May 20, 2026

Re: Accept a report on the shortfall prevention measures recommended by HUD; Approve the Board Chair and Executive Director to sign a letter to HUD on behalf of the Board of Commissioners, as needed; And Authorize Staff to apply for HUD funding for shortfall as needed.

BACKGROUND

At the February 18, 2026 Board of Commissioners meeting, the Housing Authority of the City of Alameda (AHA) staff was asked to look into potential Housing Assistance Payments (HAP) saving measures due to lack of federal funding and AHA being in HUD shortfall for 4 times (since year 2016).

At this time AHA is showing a projected \$3M in shortfall for the year end. On the expense side, this assumes 100% leasing of vacant PBV by August 2026, and average 3.6% increase in rents, as well as implementation of the current higher utility allowances. On the income side, per PIH Notice 2026-12 HAP is expected to be prorated at 100%. A 4.7% inflation factor was used, but this funding level has not been released yet.

DISCUSSION

AHA entered shortfall in 2025 and has remained in shortfall since. In December 2025, AHA received shortfall funds from the Department of Housing and Urban Development (HUD) of \$759,551. That allowed AHA to not terminate any families in 2025 due to shortfall. While in shortfall, a Public Housing Authority (PHA) works with a HUD shortfall team and is given a plan of action. AHA's plan stated that it could not issue new vouchers, could not absorb ports, and should review other cost-saving measures. AHA evaluated options, and this report updates the Board on its decisions.

According to the PIH Notice 2025-28 issued on November 17, 2025, PHAs have the option of taking the following actions to reduce HAP costs. These are divided into three categories with multiple strategies under each category.



Category 1: Standard Regulatory Compliance and Sound Program Management Practices:

1. Ensuring Correct Voucher size

AHA audited Project-Based Voucher (PBV) right-sizing efforts in early 2026 and has contacted 19 program participants about right-sizing. AHA does this regularly and will continue to work to ensure the correct sizing of the voucher. Changes can take up to 6 months to take effect according to HUD regulation due to AHA's voucher being issued for 180 days. In addition, some families right-size by adding a live-in aide or requesting an extra bedroom under reasonable accommodation, so the amount of HAP does not decrease.

The AHA reviews Housing Choice Voucher families for correct voucher size and will conduct a review in the next six months. This normally results in minimal HAP savings as voucher sizes are reviewed at interims and regular reexaminations due to a Moving to Work (MTW) activity.

2. Reviewing Payment Standards

AHA reviewed its payment standards and lowered its payment standards effective March 19, 2026, for all new admissions, unit transfers and incoming portability. The payment standards were lowered May 2, 2026, for the processing of reexaminations, but the AHA never waived HUD's requirement to decrease the payment standard at the second regular reexamination after the decrease.

AHA does, however, have a MTW activity that changes the payment standard at the time of a family composition change rather than the following regular reexamination. This ensures the change is made timely. The estimated savings of the new payment standards is \$195,000 for this calendar year.

3. Utility Allowances

Per the notice, there are three utility activities to review.

- i. Reviewing Utility Rates: AHA contracted with a third-party consultant to review its utility allowances. New utility allowances were implemented with an effective date of April 1, 2026. This is likely to result in an increase to HAP expenditures not a decrease.
- ii. Ensuring Accuracy of individual Utility allowance: AHA is planning to conduct another audit on all Housing Choice Vouchers (HCV) units to ensure accuracy, but this is conducted periodically. The AHA only has two utility allowances to simplify and ensure the correct calculation. This is not expected to produce any significant HAP savings.
- iii. Implementing Utility Allowance Flexibilities: AHA is looking into this and is going to conduct a site survey to see which of our units/properties meets the Leadership in Energy and Environmental Design (LEED) or Energy Star standards. However, it is likely that only a few newer buildings would qualify and

again any savings is not expected to be significant. Adding another utility allowance makes (ii) in this list harder to ensure and requires more audits. Also, staff have experience with allowances that were not clear or had requirements so obscure that it took individual unit inspections and large amounts of paperwork to document a unit's compliance with an alternative utility allowance.

4. Conducting Rent Reasonableness

AHA always conducts rent reasonableness checks for both Housing Choice Voucher (HCV) and PBV units.

HUD recommends a PHA request landlords to voluntarily and temporarily reduce rents or defer rent increases to assist with shortfall. While the AHA was under the Landlord Cohort research restrictions, the AHA was not permitted to discourage owners from participating in the program.

However, with the receipt of the e-mail from HUD (discussed in the Data and Policy Overview), the AHA will evaluate whether this would harm the program more than the benefits received from the saved HAP. The AHA property management department is requesting modest or no increases for most of AHA's portfolio, which is the largest recipient of HAP. This is in part because the rent reasonable rents for older units in the City of Alameda are holding steady or dropping.

5. Evaluating Entering New PBV HAP Contracts.

All pending Agreements to Enter into a Housing Assistance Payment (AHAP) contracts have been fulfilled. There is one outstanding HAP commitment which cannot proceed to AHAP during shortfall – this is for Estuary II. The AHA will not be entering into any new HAP or AHAP contracts during the rest of the time it is in shortfall. The AHA will evaluate PBV HAP contract extensions as it would if it were not in shortfall as this does not save the AHA any HAP because new HCVs would need to be issued to the families if the contract was not renewed and per unit costs for HCV units (\$2,026) is higher than PBV units (\$2,004).

6. Determining PBV Rent to Owner

AHA reviews all PBV rents to owner on July 1, 2026, under an MTW activity that changes the PBV rent increases to July 1 rather than the anniversary of the HAP contract. The evaluation of PBV rent increases is currently underway. The AHA received requests to increase rents on approximately 50 PBV units. This is not expected to result in HAP savings unless the rent increase requests are deemed not reasonable and the rents for the unit are decreased to match the reasonable amount.

Category 2: Additional Actions PHAs May Consider to Lower Program Costs

1. Reducing or Stopping Voucher Issuance to Applicants AHA has not issued vouchers to applicants since prior to 2025 due to the AHA being in and out of shortfall

the last few years. This is in part due to HUD's funding formula not keeping up with the rising rents in the area. For example, Assembly Bill 1482 allows owners to raise rents by the lesser of 5% plus the Consumer Price Index of 10% (6.3% in 2025), but AHA's last renewal factor was 2.9%.

2. Increasing Minimum Rent

AHA's current minimum rent is \$50, which is the maximum a non-MTW agency can set. As an MTW expansion agency, under the Landlord Cohort, AHA was restricted from implementing such rent-related activities. However, based on the e-mail discussed in the Data and Policy Overview, AHA will review the activities again and evaluate whether the activities are appropriate to implement, including raising the minimum rent. To implement activities, the AHA will need to do a revised Annual Plan and MTW Supplement for FY2026-2027 or wait until FY2028. There are 68 families paying minimum rent. The savings in HAP would be paid by the family. Any expected HAP saving from this is expected to be in the range of \$1,700 to \$6,800 per month if we raised the minimum rent between \$75 to \$150 per month.

3. Stopping Portability Absorption

AHA has already stopped absorbing new portable families and elected to bill the initial PHA. There was no absorption of vouchers in 2025. There are no additional savings to be found with this strategy.

4. Reducing Subsidy Standards

For the most part, the AHA's subsidy standard allows one bedroom for every two people. There are a couple of exemptions such as a larger voucher is given to allow the head of household to not share a bedroom with a minor and an extra bedroom is given for a live-in-aide.

The AHA looked at three (3) options here:

Option One: AHA could change its subsidy standard to two heartbeats per room to save HAP. Any person with an approved reasonable accommodation for an extra bedroom would be exempted from this. The maximum savings for AHA would be a strict policy of two heartbeats per bedroom. AHA could save \$103,595 a month on HAP with the households paying on average an additional \$200 per month. Five hundred twenty-four (524) families would be affected and the maximum increase in the total tenant portion of rent would be \$384.

AHA's household's average income is \$2,094 monthly. This measure would lead to an average increase of 9.4% in the tenant's portion of rent. Any HAP that AHA saves will be paid by the participants. An average increase of almost 10% of tenant portion of rent is pretty steep for most AHA households. This is also likely to be challenged by legal aid firms.

Option Two: AHA could, however, reduce the impact to families including a person with a disability by changing the subsidy standard to be less strict than two heartbeats per

bedroom as in the first scenario. For example, AHA could offer an extra bedroom for the live-in aide. In this case, AHA's monthly saving on HAP would be \$83,980 with an average of \$170 increase to total tenant portion of rent and 494 households would be affected. The average increase per household would be 8.1%. As you will see with the next paragraph, this would only benefit families with a member with a disability and would mostly adversely affect families with one adult and one minor in the household.

Option Three: The last option is the least strict subsidy standard change where AHA still allows a household with the first adult and one minor child to have separate bedrooms and then after that everyone must share a bedroom (2 per person). This is different from our current standards in that if the household had two adult family members that are not head of household and co-head/spouse, these two family members would not receive a 2-bedroom subsidy standard but would only receive a 1-bedroom subsidy standard. In this case, AHA's monthly saving on HAP would be \$18,704 with an average increase of \$83.5 to total tenant portion of rent and 224 households would be affected. The average increase per household would be 4%. As the scenarios become more complex, staff are more likely to make errors.

In all these scenarios, it assumes either the participant will absorb the increase or the participant will move. The tight housing market makes moves very difficult within Alameda and families may be displaced to other jurisdictions and to new school districts or away from their jobs or support network. It would also require families to come up with new security deposits when they move. These scenarios do not take into account additional administrative costs for AHA or the higher risk of errors under options two and three.

Category 3: Further Cost Savings Actions that Require HUD Approval:

1. Denying Portability and Moves within the PHA Jurisdiction

The best way to evaluate this is to look at the monthly per unit cost (PUC) of the units. This is an average across bedroom size and is the way HUD funds HAP. The PUC average overall is \$2,196 for May 2026.

The first option under this category is to restrict portability moves. The average PUC for families who have used portability to move out of AHA's jurisdiction is about \$2,106 for May. This is lower than the PUC for families living in AHA's jurisdiction (\$2,197 for May 2026). Another way to look at it is according to Census Tract, median gross rent pricing for zip codes 94501 and 94502 is \$2,474 while medium gross rent for the County of Alameda is \$2,357, so port-outs to the County would be lower on average. Tenants who move to other lower cost areas like Contra Costa may find even cheaper housing than this.

The second option under this category would be to restrict moves within the City of Alameda if the move would require a higher HAP payment. Since the AHA entered shortfall, there have been 49 transfers. Of these, 11 were from the PBV to the HCV program. Since the AHA suspended conversions from PBV to HCV effective when it

entered into shortfall except in cases of reasonable accommodation or VAWA, these 11 are excluded from the average change in HAP as they could not be restricted under this activity. That leaves 38 households considered. Fifteen (15) of the 38 resulted in a HAP decrease and 23 resulted in a HAP increase. The HAP saved monthly over all of the 38 families is \$3,934. This is not enough of a savings for the AHA to restrict moves within the AHA's jurisdiction. It takes a lot of time for the staff to document move restrictions and these must be reviewed by the HUD Field Office. The HAP saved is less than 2 PUC units for AHA (\$3,934 versus \$2,197).

2. Rescinding Vouchers Issued to Applicants

AHA only has one current searching voucher that was issued to an applicant prior to shortfall, and no new vouchers will be issued to applicants. The outstanding voucher was extended due to reasonable accommodation and therefore would affect only a family having difficulties finding a unit due to a disability. The AHA is discussing the option of rescinding the voucher with the family's legal counsel due to the family already being housed in an assistance program (not HCV) and if cuts happen, this family would be cut first. There are no significant savings to be made under this option.

3. Requesting a Waiver to Apply Decreases in Payment Standards During the HAP Contract Term Immediately

Similar to actions that discourage landlords from participating in the program, AHA could not implement this will being under the cohort restriction. As we were just notified by HUD that the restrictions were lifted for the Landlord Cohort, AHA will submit a waiver to apply decreases in payment standards during the HAP contract term immediately.

4. Request approval to Establish Payment Standards Below 90 Percent of the Applicable FMR

Due to the nature of AHA's jurisdiction, this action would make rents unaffordable for AHA's participants. The AHA did lower its payment standards from the approved MTW Activity level of 120% to the normal maximum under the program of 110%.

Staff continue to look for ways to save HAP without displacing or overburdening its families.

Applying for short fall funding in 2026.

On May 6, 2026, HUD issued PIH notice 2026-12 where it listed additional requirements for PHAs to apply for additional funding when in shortfall. AHA has been under shortfall numerous times since 2018. AHA is waiting for HUD's letter stating which category AHA falls under. Some options for shortfall funding require a letter from the Board of Commissioners. Staff are seeking approval for the **Board Chair and Executive Director to sign a letter to HUD on behalf of the Board of Commissioners, if needed.**

These are the requirements for shortfall funding.

A. Must immediately Adopt Cost-Saving Measures and Work with the Shortfall Prevention Team.

AHA has adopted cost saving measures outlined above and is actively working with HUD's shortfall prevention team.

B. Must Submit a Complete Application by the Deadline.

Staff will ensure that the application is submitted by the deadline.

C. Must Not Transition EHV families to a Turnover HCV.

AHA has not transitioned EHV families into HCV.

D. Must Not Issue Tenant-based Vouchers (with Limited Exceptions)

AHA has not issued Housing Choice Vouchers since 2023 and ceased issuing FUP tenant-based vouchers in 2025.

E. Must Not Absorb Vouchers

AHA stopped portability absorption since 2024/2025.

F. Must Not Issue New Requests for Proposals or Select New PBV Proposals or Projects (with Limited Exceptions)

AHA does not have any plans to release a Request for Proposals for PBV.

G. Must adhere to limitations on Extraordinary Operating Cost Factor (OCF) Request for RAD properties.

This does not apply to AHA at this time.

H. Must not approve PBV Substantial Rehabilitation Requests if they Require Issuance of Additional Tenant-based Vouchers.

This does not apply to AHA at this time.

I. Must not Add Units to PBV Contracts (with limited Exceptions)

AHA will not add units to non-RAD PBV Contracts during shortfall.

J. Must Continue to Meet Contractual Obligations Associated with PBV Contracts

AHA will continue to fulfill its contractual obligations associated with PBV contracts.

K. May Submit Regulatory Waivers to Achieve Cost Savings:

AHA will submit waiver to apply decreases in the payment standard during the HAP contract term immediately.

- **Other restrictions include: Immediately cease the use of any exception payment standards and MTW payment standards above the basic range, including the use of exception payment standard Small Area Fair Market Rents.** AHA has decreased payment standards from 120% to 110% on May 2, 2026. AHA does not use Small Area Fair Market Rents.
- **May only issue vouchers in permitted tenant-based leasing categories with prior HUD SPT approval, excluding statutorily required issuances (such as for TPVs for Section 8 project-based rental assistance (PBRA) opt-outs)**

AHA is in compliance with this restriction.

- As part of the application, include a letter from the board chair that includes:
 - i. An acknowledgement that the PHA is at high risk of having to terminate assistance, including termination of PBV HAP contracts, if applicable, and that the board has reviewed the termination of assistance policies in the PHA's Administrative Plan.
 - ii. Identification of policies, procedures, and other actions that PHA will take to ensure prudent financial oversight and management that will help ensure the PHA avoids shortfalls in future years, along with a timeline for implementation.

AHA plans to submit a letter from Board Chair along with the application. A copy of the final letter will be provided to all Commissioners once it has been sent.

FISCAL IMPACT

AHA could potentially save from \$73,925 to \$268,595 on monthly HAP payments if AHA were to implement reduced subsidy standards but these savings would be paid by the participants.

CEQA

N/A

RECOMMENDATION

Accept a report on the shortfall prevention measures recommended by HUD; Approve the Board Chair and Executive Director to sign a letter to HUD on behalf of the Board of Commissioners, as needed; And Authorize Staff to apply for HUD funding for shortfall

as needed.

ATTACHMENTS

1. AHA PPT Federal Funding Options

Respectfully submitted,

A handwritten signature in cursive script that reads "Siyuan Zhou".

Siyuan (Steven) Zhou, Management Analyst

Shortfall prevention measures recommended by HUD

Management Analyst: Steven Zhou



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1

VC1

Background

- At the February 18, 2026 Board of Commissioners meeting, AHA staff was asked to look into potential Housing Assistance Payment(HAP) saving measures due to lack of federal funding and AHA being in HUD shortfall for 4 times(since year 2016)



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Background

- At this time AHA is showing a projected \$3M in shortfall for the year end. On the expense side, this assumes 100% leasing of vacant PBV by August 2026, and average 3.6% increase in rents, as well as implementation of the current higher utility allowances. On the income side, per PUH Notice 2016-12 HAP is expected to be prorated at 100%. A 4.7 inflation factor was used, but this funding level has not been released yet.



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HUD Notices

- PIH 2025-28 outlined Cost-Saving Measures for Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) programs.
- PIH 2026-12 further listed out shortfall prevention measures recommended by HUD on May 5, 2026.



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Cost-Saving Measures

- Category 1: Standard Regulatory Compliance and Sound Program Management practices
 - Six (6) cost saving measures
- Category 2: Additional Actions PHAs May Consider to Lower Program Costs
 - Four (4) cost saving measures
- Category 3: Further Cost Savings Actions that Require HUD Approval
 - Four (4) cost saving measures



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Category I

- AHA has implemented:
 - Ensuring correct voucher size
 - Reviewing payment standards
 - Reviewing utility rates
 - Ensuring accuracy of individual utility allowances
 - Conduct rent reasonableness tests
 - Evaluating entering new PBV HAP contracts
 - Determining PBV rents



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Category I

- AHA still evaluating:
 - Implementing utility allowance flexibilities
 - Request landlords to modify rents
 - Reduce current rent
 - Not request a rent increase
 - Cannot make this mandatory even under shortfall
 - Rent reasonableness is already requiring owners with new lease-ups to reduce rents
- AHA has decided not to implement: all cost saving measures under this category are either implemented or being evaluated now that AHA is no longer restricted by Landlord Cohort



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Category II

- AHA has implemented:
 - Stopping voucher issuance to applicants
 - Stopping portability absorption
- AHA still evaluating:
 - Increasing the minimum rent
 - Reducing subsidy standards (next topic)
- AHA has decided not to implement: all cost saving measures under this category are either implemented or being evaluated now that AHA is no longer restricted by Landlord Cohort



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Category III

- AHA still evaluating:
 - Rescinding vouchers to applicants
- AHA has decided not to implement:
 - Denying portability moves out of AHA's jurisdiction
 - PUC for port-outs is lower than in jurisdiction
 - Restricting moves in the AHA's jurisdiction
 - Not cost effective and moves are due to reasonable accommodation and VAWA
 - Waiver to decrease payment standard immediately
 - Already have MTW activity to do this if family composition change
 - Establish payment standards below 90% of FMR
 - Just decreased payment standards from 120% to 110% of FMR



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Three scenarios

Staff explored 3 options on changing subsidy standard to reduce the use of HAP and their impact on AHA tenants:

- Strictly two heartbeats per room
- Two heartbeats per room but allowing live-in aides to have one extra bedroom.
- Further allowing a household with an adult and one minor child to have two bedroom



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Reduce HAP=More tenant rent

- Any HAP that AHA saved, the cost will be transferred to our tenants. The more we save, the more rent burden our tenants will have to take on.

When the first of the month is here and rent is due again



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First scenario: Strictly Two Heartbeats Per Room

- Maximum savings on HAP; most rent burden on tenants.
- Estimated HAP savings: \$103,595 per month, \$1,240,000 annual savings on HAP.
- 524 AHA families would be affected and maximum rent increase for monthly tenant rent is \$384. Average of \$200 per household.
- Average household income of AHA participant is \$2084 monthly.
- This is an average increase of 9.4% on their tenant portion of rent.



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Second scenario: Live-in Aide gets extra bedroom

- Decent savings on HAP, less rent burden on tenants compared to option 1.
- Estimated HAP savings: \$83,980 per month, \$1,007,760 annual savings on HAP.
- 494 AHA families would be affected and maximum rent increase for monthly tenant rent is \$384. Average of \$170 per household.
- Average household income of AHA participant is \$2084 monthly.
- This is an average increase of 8.1% on their tenant portion of rent.



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Third Scenario: Allowing a Household With an Adult and One Minor Child to Have Two Bedroom

- Least savings on HAP, least rent burden on tenants.
- Estimated HAP savings: \$18,704 per month, \$224,448 annual savings on HAP.
- 224 AHA families would be affected and maximum rent increase for monthly tenant rent is \$384. Average of \$170 per household.
- Average household income of AHA participant is \$2084 monthly.
- This is an average increase of 4% on their tenant portion of rent.



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PIH Notice 2016-12

- Listed additional requirements for PHAs to apply for additional funding when in shortfall.
- AHA has been under shortfall numerous times since 2018.
- AHA is waiting for HUD's letter stating which category AHA falls under.
- Some options for shortfall funding require a letter from the Board of Commissioners.
- Staff are seeking approval for the Board Chair and Executive Director to sign a letter to HUD on behalf of the Board of Commissioners, if needed.



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PIH Notice 2016-12

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PIH Notice 2016-12

A. Must immediately Adopt Cost-Saving Measures and Work with the Shortfall Prevention Team.

AHA has adopted cost saving measures outlined above and is actively working with HUD's shortfall prevention team.

B. Must Submit a Complete Application by the Deadline.

Staff will ensure that the application is submitted by the deadline.

C. Must Not Transition EHV families to a Turnover HCV.

AHA has not transitioned EHV families into HCV.

D. Must Not Issue Tenant-based Vouchers (with Limited Exceptions)

AHA has not issued Housing Choice Vouchers since 2023 and ceased issuing FUP tenant-based vouchers in 2025.



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PIH Notice 2016-12

E. Must Not Absorb Vouchers

AHA stopped portability absorption since 2024/2025.

F. Must Not Issue New Requests for Proposals or Select New PBV Proposals or Projects (with Limited Exceptions)

AHA does not have any plans to release a Request for Proposals for PBV.

G. Must adhere to limitations on Extraordinary Operating Cost Factor (OCF) Request for RAD properties.

This does not apply to AHA at this time.

H. Must not approve PBV Substantial Rehabilitation Requests if they Require Issuance of Additional Tenant-based Vouchers.

This does not apply to AHA at this time.



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PIH Notice 2016-12

I. Must not Add Units to PBV Contracts (with limited Exceptions)

AHA will not add units to non-RAD PBV Contracts during shortfall.

J. Must Continue to Meet Contractual Obligations Associated with PBV Contracts

AHA will continue to fulfill its contractual obligations associated with PBV contracts.

K. May Submit Regulatory Waivers to Achieve Cost Savings:

AHA will submit waiver to apply decreases in the payment standard during the HAP contract term immediately.



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PIH Notice 2016-12

- **Other restrictions include: Immediately cease the use of any exception payment standards and MTW payment standards above the basic range, including the use of exception payment standard Small Area Fair Market Rents.**

AHA has decreased payment standards from 120% to 110% on May 2, 2026. AHA does not use Small Area Fair Market Rents.

- **May only issue vouchers in permitted tenant-based leasing categories with prior HUD SPT approval, excluding statutorily required issuances (such as for TPVs for Section 8 project-based rental assistance (PBRA) opt-outs)**

AHA is in compliance with this restriction.



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PIH Notice 2016-12

As part of the application, include a letter from the board chair that includes:

- i. An acknowledgement that the PHA is at high risk of having to terminate assistance, including termination of PBV HAP contracts, if applicable, and that the board has reviewed the termination of assistance policies in the PHA's Administrative Plan.
- ii. Identification of policies, procedures, and other actions that PHA will take to ensure prudent financial oversight and management that will help ensure the PHA avoids shortfalls in future years, along with a timeline for implementation

AHA plans to submit a letter from board chair along with the application A copy of the final letter will be provided to all Commissioners once it has been sent.



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Recommendation

- Accept a report on the shortfall prevention measures recommended by HUD; Approve the Board Chair and Executive Director to sign a letter to HUD on behalf of the Board of Commissioners, as needed; And authorize Staff apply for HUD funding for shortfall if needed.



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Questions or Comments?



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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: Sylvia Martinez, Director of Housing Development

Date: May 20, 2026

Re: Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody LLP for environmental legal services with a maximum contract amount not to exceed \$150,000 for a two-year term, with three 1-year options.

BACKGROUND

Periodically, the Housing Authority of the City of Alameda (AHA) has a need for legal services regarding environmental conditions at its sites, federal and state environmental reviews, and entitlement issues for site development. AHA opened a Request for Qualifications for a number of legal scopes of services, including environmental legal advice, in February 2026, and is in the process of qualifying firms and contracting work for the near future. Firms are qualified for up to 5 years in specific areas of expertise. Scopes of work are provided to qualified firms for proposals and contracting.

DISCUSSION

Nixon Peabody LLP was deemed qualified for the scope of environmental legal consulting. Nixon Peabody LLLP has been providing an array of environmental legal services for North Housing and Poplar since 2024. These services have been performed as specialty subcontract work under two other legal contracts with Downs Pham Kuei (contracted directly with AHA) and Gubb and Barshay (contracted through three of the Island City Development entities). The work under the Gubb and Barshay contract will continue, as it is nearing the end of the scope of review. Environmental legal review costs will not be included in the ongoing Downs Pham Kuei contract after this new contract is signed. With this new contract, AHA will contract directly with Nixon Peabody for environmental legal services at its sites. Staff requests Board approval of this contract because the prior fees, in aggregate and including this contract, exceed the \$250,000 level for Executive Director approval.

FISCAL IMPACT

Cost under this contract will be charged to the individual properties or developments served under the scope. This cost is part of the 2026-27 proposed fiscal year budget



for AHA.

CEQA

Not applicable

RECOMMENDATION

Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody LLP for environmental legal services with a maximum contract amount not to exceed \$150,000 for a two-year term, with three 1-year options.

ATTACHMENTS

1. 12C Nixon Peabody Consultant Services
2. Environmental_Legal_AHA_NixonPeabody_26-04

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

12C Consultant Services Agreement with Nixon Peabody LLLP

May 20, 2026

Sylvia Martinez
Director of Housing Development



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Legal Procurement

February 10, 2026 - Current procurement for all legal services for AHA and its affiliates

Firms are qualified for up to 5 years in specific areas of expertise.

Scopes of work are provided to qualified firms for proposals and contracting.



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Environmental Legal Services

- AHA and its affiliates require environmental legal consulting services in performance of real estate development and real estate operations.
- Nixon Peabody LLP, among other firms, is qualified for this area of expertise.
- Nixon Peabody LLLP has consulted, as a subcontractor to other legal firms on previous environmental legal scopes.



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Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Nixon Peabody LLP for environmental legal services with a maximum contract amount not to exceed \$150,000 for a two-year term, with three 1-year options.



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Questions or Comments?



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CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this May 20, 2026 ("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 Nixon Peabody LLP a limited liability partnership located at 1 Embarcadero Center, San Francisco, CA 94111 (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 environmental legal advice.

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 May 30, 2028, 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 pursuant to the terms of this Agreement, 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 be liable or obligated to perform Services in excess of 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 in accord with this Agreement 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.

2.6 Fidelity Bond: If Consultant, its officers, employees, subcontractors, agents, volunteers, or representatives interact with money or securities in or arising out of the performance of this Agreement, Consultant shall maintain a fidelity bond that fulfills the following requirements.

AHA must be designated as the obligee, and Consultant as the principal.

Consultant's fidelity bond must be for a minimum of the sum of the gross potential rental income for two months plus the amount of the security deposits for property management services.

Consultant's fidelity bond must provide blanket coverage that includes Consultant and all its officers, employees, subcontractors, agents, volunteers, or representatives who may have access to money and securities arising out of or in connection with the Consultant's performance of this Agreement.

The bond shall cover losses including, without limitation, those arising from forgery or alteration, computer fraud, funds transfer fraud, counterfeit money and money orders, burglary, robbery, theft, embezzlement, employee dishonesty, and misplacement of money and securities.

The bond shall not contain a condition requiring arrest and conviction.

Prior to the commencement of the work, Consultant shall deliver to AHA an assurance letter, or similar documentation, from the bonding company or agency declaring the type of bond, the obligee (AHA) and principal (Consultant), amount of coverage, coverage period, and the annual cost of the bond.

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 \$150,000 (\$One Hundred Fifty Thousand Dollars), 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. Consultant shall not be liable or obligated to perform Services in excess of the fee stated in this section.

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 and Consultant's candidate has accepted an offer that has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsg.org or on the AHA's vendor portal.

Housing Authority of the City of
Alameda 701 Atlantic Avenue
Alameda, CA 94501-
2161 ATTN: Sylvia
Martinez
(510) 747-4343

Email: smartinez@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, the date of performance, the associated time for completion; and an invoice total.

All contracts over \$5,000 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.

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

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

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

7. **INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. 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.

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 To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless, including the cost to defend, the Housing Authority of the City of Alameda, its affiliates Alameda Affordable Housing Corporation and Island City Development, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, volunteers, agents, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, independent contractors, agents, or representatives in the performance of services under this contract. This indemnity does not apply to liability for damages arising from the sole negligence or willful acts of Indemnitees. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

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 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 are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

10.4 These defense and indemnity obligations shall survive the termination and expiration of this Agreement and are independent of and not in any way limited by the insurance requirements of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify, defend, and hold AHA harmless, Consultant shall procure and maintain, or cause to be maintained, at its sole cost and expense, insurance coverage in compliance with Exhibit C on or before the commencement of the terms 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

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

15. **PERMITS AND LICENSES.**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

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

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

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

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

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

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

17. **RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AHA that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of

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services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. With reasonable notice, Consultant shall provide free access to the representatives of AHA or its designees to such books and records during normal business hours; 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 the performance of 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:

Alison Torbitt
Nixon Peabody LLP
1 Embarcadero Center
San Francisco, CA 94111

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, 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 provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

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

20.4 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.

20.5 Removal and Replacement of Consultant Employee. If Consultant's staff member assigned to perform direct hire placement services for the AHA is: a) determined unsatisfactory by AHA, or b) terminates employment with Consultant while working at AHA, Consultant agrees to notify AHA in writing within four business hours for confirmation of the assignment of another qualified Consultant employee who will report to the job on the next business day as a replacement.

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, including, but not limited to state prevailing wage laws to the extent applicable, 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, AHA may offset the amount disallowed from any payment due to Consultant under this Agreement.

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

28.1. **Definition.** Consultant shall observe all Federal, State and AHA regulations applicable to the Services 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;

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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.

Nondisclosure and Nonuse Obligation. Consultant agrees to perform all services hereunder in accord with this Agreement 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.

28.2. 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.

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

29. WAIVER.

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

30. **CAPTIONS.**

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

31. **ADMINISTRATION.**

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

32. **GENERAL.**

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 set forth in this Agreement. 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.

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

32.2 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.

32.3 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.

32.4 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 at the relevant contract rates.

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

32.6 Limitation of Liability. Circumstances may arise where, because of a default on Consultant's part or other liability, the AHA is entitled to recover damages from Consultant. Regardless of the basis on which the AHA is entitled to claim damages from Consultant (including breach, negligence, misrepresentation, or other contract or tort claim), Consultant's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to four times the contract amount of this Agreement.

32.7 Under no circumstances is either party liable to the other for special,

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incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

32.8 EXCEPT AS SET FORTH IN EXHIBIT A, CONSULTANT MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

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). Notwithstanding anything to the contrary in this Agreement or any exhibit hereto, AHA acknowledges that this Agreement is not a contract for construction or repair services; Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, the following requirements only to the extent they are applicable, and only to the extent as such federal laws, rules, regulations and Executive Orders may have been modified, amended, supplanted or rescinded:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

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

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

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

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

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

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

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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.

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.

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

33.11 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.

33.12 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. **BUILD AMERICA, BUY AMERICA COMPLIANCE**

34.1 Applicable law: Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Build America, Buy America Act is defined in 2 CFR 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/build_america_buy_america.

34.2 BABA Compliant/Non-BABA Compliant Proposal Submission Requirements .

Consultant has complied with, and shall continue to comply with, the following requirements in connection with the procurement relating to this Contract (for purposes of this section 34, the term “bidder” means the Consultant):

Consultant submitted both BABA compliant and non-BABA compliant proposals:

The AHA is requiring bidders responding to this solicitation to provide alternative responses depending on whether the bidder responding to the solicitation is successfully able to find the necessary BABA compliant products:

- i. Bidders that are successful in finding needed BABA compliant products shall respond to this solicitation with two responses: one that is BABA compliant and one that is not;
- ii. Bidders that are not successful (or only partially successful) shall respond by submitting a complete response that is not BABA compliant as well as a response that indicates that the bidder was unable to find the necessary BABA compliant products, and submit documentation compliant with the following minimum due diligence search requirements in lieu of a BABA compliant response to the solicitation:

(1) For micro purchases as defined by 2 CFR part 200 with procedures described in 2 CFR 200.320):

- a. Bidder must search for the required product using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
- b. If none of the top 10 results of the search indicate that the product is made in America, the bidder is not required to search further;

- c. If one or more of the search results indicates the product is made in America, the bidder must take the additional step of contacting the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product maker either confirms that the product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the bidder is not required to search further.
- (2) For small purchases as described in procedures in regulations at 2 CFR 200.320(a)(2):
- a. Bidder must search for the required product using at least two search attempts either using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
 - b. If none of the top 20 results of both searches indicate that the product is made in America, bidder is not required to search further;
 - c. If one or more of the search results indicates the product is made in America, bidder is to contact the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product makers either confirm that the maker’s product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the bidder is not required to search further.
- (3) For purchases that meet or exceed the simplified acquisition threshold amount as defined 2 CFR 200.1:
- a. The bidder must search for the required product using at least three search attempts either using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
 - b. If none of the top 30 results of both searches indicate that the product is made in America, the bidder is not required to search further;
 - c. If one or more of the search results indicates the product is made in America, the bidder is to contact as many makers as the search results indicate are made in America, up to a maximum of five products, by email or by phone to confirm that the product meets the BABA requirements for the product. If the contacted product makers either confirm that the maker’s product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within five business days, the bidder is not required to search further.
- (4) Bidder shall document compliance with the minimum search requirements discussed above including:
- a. Copies of searches used (e.g. PDF/JPEG copies of web pages showing search terms and results);
 - b. Copies of email correspondence with product makers;
 - c. Records of phone contacts with product makers, including:
 - i. Dates and times of phone communications;
 - ii. phone numbers used;
 - iii. Whether the phone communication was successful in making it possible to reach a staff person for the product maker able to respond to questions about BABA compliance, or whether the attempt at communication was

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- unsuccessful (e.g., left a message, phone line was busy, or phone line was disconnected);
- iv. If the phone communication resulted in reaching someone, the name of the person contacted; and
- v. Notes describing the substance of the conversation (e.g., manufactured product is assembled in U.S., but the manufacturer is uncertain whether 55% of the value of the materials/components are sourced in the U.S.).

35. **HUD Requirements.** Consultant agrees to comply with all relevant HUD requirements, including those set forth in the General Conditions for Non-Construction Contracts, form HUD-5370-C (11/30/2023), attached hereto as Exhibit "D" and incorporated as if fully set forth herein. In the event of a conflict between the provisions in the body of this Contract and Exhibit "D", the provisions set forth in Exhibit "D" shall prevail.

36. **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.

37. **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.

38. **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.

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


- i. Exhibit A - Scope of Services
- ii. Exhibit B - Fee Schedule
- iii. Exhibit C- Insurance Requirements for Consultants
- iv. Exhibit D - Form HUD-5370-C

[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"

NIXON PEABODY LLP

By:  _____
A07C608786A0425...

Name: Alison Torbitt

Its: Partner

"AHA"

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

By: _____
Vanessa Cooper, Executive Director

By: _____
Sylvia Martinez
Director of Housing Development

EXHIBIT A
SCOPE OF SERVICES

Legal advice on environmental compliance and due diligence, proposing mitigations and allocating risks on environmentally impacted sites. Review of all test results and draft test reporting to prepare for submission to regulatory agencies. Review and negotiation services regarding regulatory enforcement. Advice and guidance on bringing contaminated sites to closure.

Including, as needed, Reviewing Environmental Impact Reports (EIRs), Negative Declarations, and other CEQA documents, using streamlining methods. Advising on CEQA guidelines, integrating with other laws (NEPA and development compliance strategies for projects. Defense on lawsuits stemming from client's CEQA strategy, negotiating settlements, and representing client in administrative hearings and courts.

EXHIBITS
FEE SCHEDULE

Total fees not to exceed \$150,000

Title	2026	2027	2028	2029	2030	2031
Partner	\$915	\$960	\$1010	\$1060	\$1115	\$1170
Counsel/Sr. Associate	\$720	\$755	\$795	\$835	\$880	\$925
Jr. Associate	\$665	\$700	\$735	\$770	\$810	\$850

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the Agreement, 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:

- **IF APPLICABLE: Tenant Discrimination:** For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under the California Civil Rights Department (CRD) and HUD in Consultant's Commercial General Liability policy, or Professional Liability/Errors and Omissions (E&O) policy, or in a separately maintained Tenant Discrimination insurance policy.
- **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 \$2,000,000 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.
- **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 \$1,000,000 for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the Agreement.
- **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.
- **IF APPLICABLE: Sexual Abuse or Molestation (SAM) Liability:** Consultants that may interact with children or vulnerable adults must retain SAM insurance. If

the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

- **IF APPLICABLE: Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 in the aggregate. 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the Consultant is accessing, collecting, storing, or transferring Personally Identifiable Information (PII), Personal Health Information (PHI), Payment Card Information (PCI), or medical information on staff, tenants, 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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology service (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 must be no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate.
- If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement 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 Agreement 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 Agreement effective date, the Consultant 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 Professional Liability policy, such property coverage of the AHA may be endorsed onto the Consultant's 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 legal affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries and legal affiliates, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (Additional Insureds), are to be covered as additional insured on the CGL policy and, if applicable, the Cyber Liability 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. If CG 20 10 11 85 is not available, endorsement must be at least as broad as the addition of both CG 20 10 and CG 20 37; or CG 20 38 and CG 20 40.
- **Primary Coverage:**
 - For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory with coverage at least as broad as ISO CG 20 01 04 13 as respects Additional Insureds.
 - Any insurance or self-insurance maintained by Additional Insureds shall be excess of the Consultant's insurance and shall not contribute to it.
 - Professional Liability coverage will exclude any coverage of employees of the AHA.
- **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.
- **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 immediately terminate this Agreement.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.

- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's or comparable agency with a 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.
 - Consultant shall furnish AHA with a complete copy of any Excess/Umbrella policies, with all endorsements, maintained by Consultant before work begins.
 - 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 policy endorsements, declaration pages, and currently maintained policy language as is applicable to evidence compliance with the coverages 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 Risk or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

EXHIBIT D
FORM HUD-5370-C1
GENERAL CONDITIONS FOR NON-
CONSTRUCTION CONTRACTS

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370C1.pdf>



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: May 20, 2026

Re: Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Aleshire & Wynder, LLP for General Counsel services with a maximum contract amount not to exceed \$250,000 for a three-year term, with two 1-year options.

BACKGROUND

As a public agency, the Housing Authority of the City of Alameda (AHA) is required to obtain general counsel services. Under AHA's procurement policy and procedures, in compliance with HUD guidelines, it is preferable to enter into a multi-year contract for ongoing general counsel services. This contract may include items billed to Island City Development (ICD) and Alameda Affordable Housing Corporation (AAHC).

DISCUSSION

On February 10, 2026, staff issued a Request for Proposals (RFP) for Legal Services. AHA received 12 proposals from legal firms, including Aleshire & Wynder, LLP. In the proposals, the firms selected the following counsel roles to provide: General Counsel, Fair Housing Counsel, Real Estate Counsel, Procurement and Insurance Counsel, Conflict of Interest Counsel, and Housing Programs Counsel. The Evaluation Committee reviewed and ranked the proposals and the firms with the experience in General Counsel services were selected to interview with the Committee. The interview panel was composed of AHA staff and the Housing Authority of County of Alameda's Deputy Executive Director. This panel interviewed four firms on May 1, 2026: 1. Aleshire & Wynder, LLP (A&W) 2. Reno & Cavanaugh LLP 3. Burke Williams Sorenson, LLP and 4. Burns Law Group. The proposals and interview notes were also reviewed by a Board Member. A&W was ranked first by the panelists for General Counsel services. A&W's presentation is attached to this memorandum.

Staff recommends contracting with A&W to provide as-needed General Counsel services, with Adrian R. Guerra serving as General Counsel. A&W has worked with numerous public agencies, such as housing authorities, local agencies, and other public entities. The firm has extensive experience advising the governing bodies of public



agencies, providing legal guidance on issues involving the Brown Act, the California Public Records Act, conflicts of interest, and parliamentary procedure. During Adrian R. Guerra's roles as General Counsel and Special Counsel for housing authorities, he has worked extensively with the Housing Choice Voucher and Public Housing programs, complaints filed with the U.S. Department of Housing and Urban Development and the California Civil Rights Department, and he also serves as a hearing officer in hearings to challenge housing authority administrative decisions. Their offices are located in Irvine, Los Angeles, Riverside, Fresno, and Oakland, and they have provided legal services since 2003.

The price proposal includes a flat hourly rate for routine legal services, as well as costs associated with tasks beyond the routine scope of services. Proposed hourly rates are inclusive of employee wages and benefits, clerical support, overhead and profit, licensing, insurance, materials, and telephone calls. Out-of-pocket expenses such as document production, mileage reimbursements, or fees required by third parties such as application fees, filing fees or delivery charges will be reimbursed to A&W at actual cost. Travel between attorney offices (Irvine, Los Angeles, Fresno, Bay Area, or San Diego) and the Agency's office will be limited to a maximum of 2.5 hours each way, billed at a rate of \$250 per hour. Travel within Alameda County for attendance at in-person meetings, court appearances, depositions, administrative hearings, or other meetings and appearances will be billed based on actual travel time each way at a rate of \$250 per hour.

Hourly rates for the firm are as follows:

Consultant Name	Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
Aleshire & Wynder, LLP	Partners	\$340	\$350	\$360	\$370	\$380
	Senior Associates	\$320	\$330	\$340	\$350	\$360
	Associates	\$300	\$310	\$320	\$330	\$340

FISCAL IMPACT

The Housing Authority's budget includes funding for general counsel services for the current fiscal year. Future budgets will incorporate sufficient funds for services rendered during the remainder of the agreement's initial three-year term and additional two-year term, if the Board chooses to extend the term of the agreement.

CEQA

Not applicable.

RECOMMENDATION

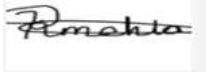
Authorize the Executive Director to Execute a Consultant Services Agreement between the Housing Authority of the City of Alameda and Aleshire & Wynder, LLP for General Counsel services with a maximum contract amount not to exceed \$250,000 for a three-

year term, with two 1-year options.

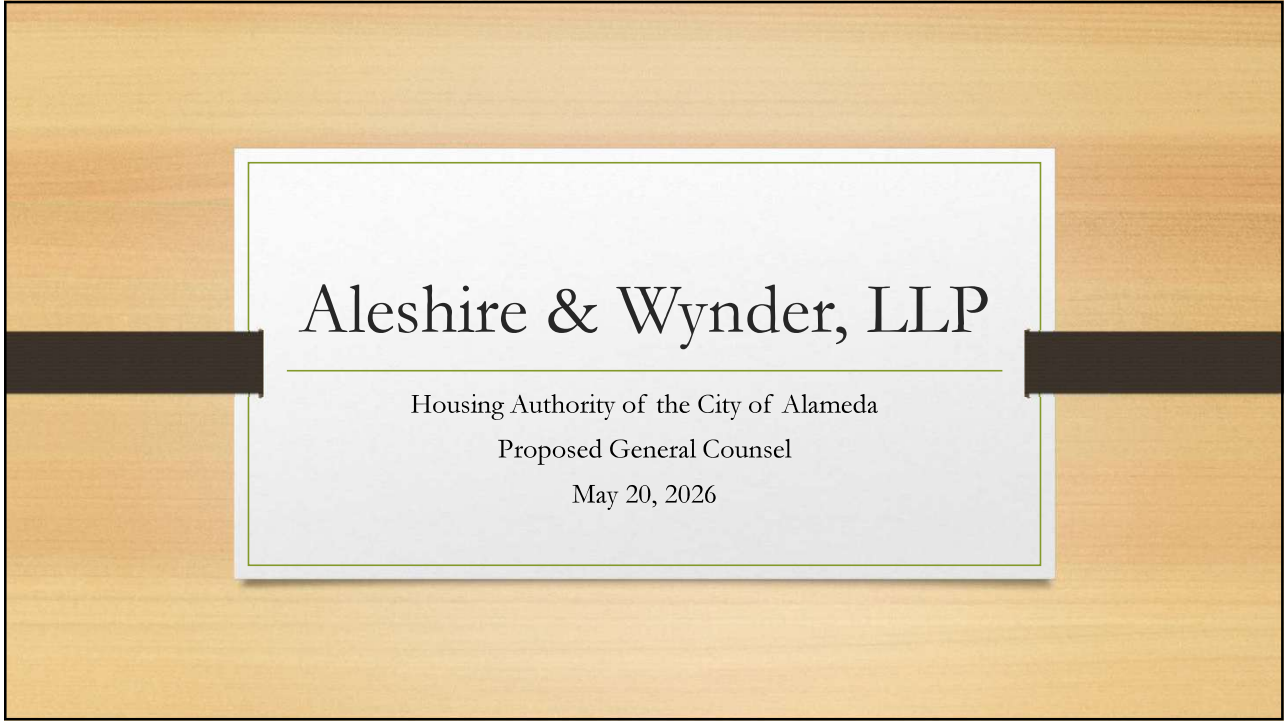
ATTACHMENTS

1. Aleshire & Wynder General Counsel Presentation
2. Aleshire & Wynder - Draft General Counsel Agreement

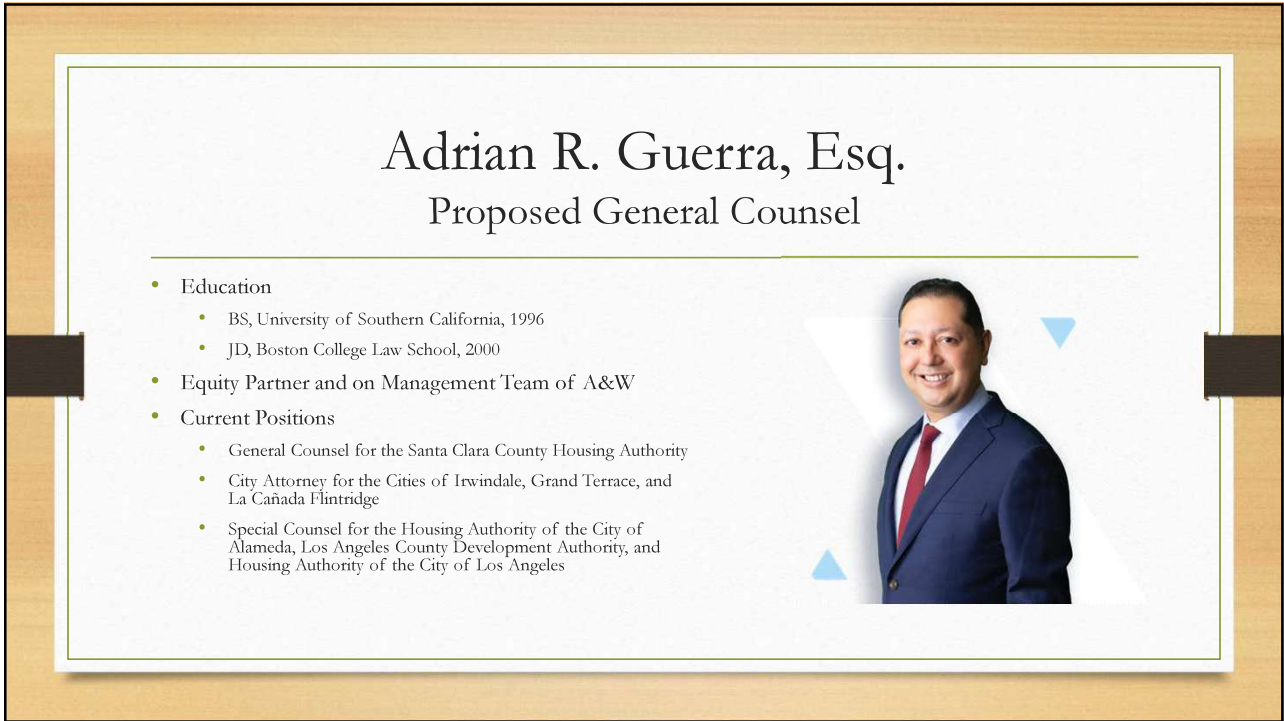
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Radha Mehta", is positioned above a light gray rectangular box.

Radha Mehta, Management Analyst



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2

Michelle Hernandez, Esq.

Assistant General Counsel

- Education
 - UC Law San Francisco (formerly UC Hastings), San Francisco, JD, 2017
 - University of California, San Diego, BA, 2011
- Current Positions
 - Deputy City Attorney for the Cities of Cupertino, Yuba City, Sanger, Madera and Irwindale
- Practice Areas
 - Land Use & Zoning
 - Public Contracts
 - Utilities / Energy
 - Housing
 - Public Finance
 - Real Estate / Title
 - Telecommunications
 - Water



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Jamie Traxler, Esq.

Deputy General Counsel

- Education
 - Chapman University Dale E. Fowler School of Law, JD, 2019
 - Arizona State University, BA, Magna Cum Laude, 2015
- Current Positions
 - Assistant City Attorney for the Cities of Irwindale and Grand Terrace
 - General Counsel of Isla Vista Community Services District
- Practice Areas
 - Land Use & Zoning
 - Public Contracts
 - Housing
 - Labor & Employment
 - Litigation & Appellate Law
 - First Amendment/Constitutional Law
 - Unlawful Detainer



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One Firm, Fully Integrated Support

When you hire A&W you don't just get the attorneys list – you gain the strength of our entire firm



7 Locations: Irvine, Los Angeles, Riverside, Fresno, Oakland, Westlake Village and San Diego



75 Attorneys ranging from Equity Partners, Partners, Of Counsel, Senior Associates and Associates



5 Paralegals and over 40 Support Staff

Our Oakland office is home to specialists in environmental, labor & employment, public contracts, housing, land use and more.

5

One Stop Shop General Counsel to Public Agencies

General		Specialty	
<ul style="list-style-type: none"> • Land Use & Zoning • General Litigation • Constitutional Issues • Service Contracts • Public Works Contracts • Brown Act • Public Records • Conflicts of Interest • Franchises 	<ul style="list-style-type: none"> • Refuse • Fees and Taxes • Risk Management • Real Estate 	<ul style="list-style-type: none"> • Economic Development • Successor Agencies/Redevelopment and Housing • Eminent Domain • Toxic and Hazardous Waste • Utilities (Energy, Waste, Sanitation) • CEQA and Endangered Species • Public Finance 	<ul style="list-style-type: none"> • Election Law • Code Enforcement • Marijuana • Water • Education • Mobile Home Parks • Prevailing Wage Law Compliance • Labor & Employment

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Role of the General Counsel

- Do not determine policy
- Advise on the law
- Provide options and strategy
- Connect the dots with the big picture in mind...spotting issues
- Keep the client up to date on projects and on applicable law
- Be available and easy to communicate with



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General Counsel to Public Agencies

Brown Act &
Parliamentary
Procedure

Conflicts of
Interest

Public Records
Act & Freedom
of Information
Act

Contract &
Procurement

Planning, Zoning
& CEQA

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Implementation of Governing Federal Regulations

- Provided legal analysis of federal regulations governing public housing and Section 8 programs
- Advised LACDA on implementation of federal regulations through ACOP for public housing
- Advised LACDA and Santa Clara County Housing Authority regarding Administrative Plan for Section 8/HCV Program

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Section 8 Terminations

Advise	Advised on whether sufficient evidence exists to terminate Section 8 assistance in accordance with federal regulations and Administrative Plan
Represent	Represented LACDA in various informal hearings as part of termination process
Defend	Defended LACDA and SCCHA in writ of mandamus proceedings challenging client decisions

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Hearing Officer for the Alameda Housing Authority

Termination of HCV Assistance

Denials of Reasonable Accommodation Requests

Fraud Cases

Program Actions - Downsizing Voucher Size/Reduction of Payment Standards

11

Defense Against HUD/CA Civil Rights Dept. Discrimination Complaints

Experience regarding Civil Rights Act of 1964, Rehabilitation Act, Fair Housing Act, FEHA, ADA

Defend complaints filed with HUD and FEHA whereby Section 8 participants or Public Housing tenants allege discrimination by the Housing Authority

Examples of allegations include denial of reasonable accommodation requests, mistreatment or wrongdoing by staff, and failure to implement policies fairly

Need to ensure that HUD/FEHA understand background of case and not let the complainant steer the investigation

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Client Training

- Trained client staff on Contracts, Public Records Act, and Conflicts of Interest
- Trained LACDA hearing officers regarding how to conduct informal hearings
- Trained LACDA Section 8 staff regarding fair housing, applicable discrimination laws, reasonable accommodation procedures and analysis, LEP, VAWA
- Trained AHA Staff regarding informal hearing process



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Why our Firm and Team Partners Well with AHA

- Our firm is 100% dedicated to public agencies
 - Rates will be lower than private client firms
 - We can provide a one-stop shop for all legal issues pertaining to a housing authority
 - We bring viewpoints from other public agencies on common public agency issues
- We combine knowledge and experience serving as general counsel and providing substantive housing law experience
- Our team is easy to work with, accessible, and structured to get the work assigned to the right person for a quicker response and in the least costly way



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How Our Firm Furthers the Mission of Our Clients



- Keeping the client up to date with new laws and regulations
- Understanding the national, state and local issues that may affect the agency
- Participating in or contributing towards events conducted by the agency for their community

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Mission Statement: 7 Core Values

OUR MISSION IS TO DELIVER TO OUR CLIENTS THE FOLLOWING:

- ❖ Expertise
- ❖ Focus and Timeliness
- ❖ Creativity
- ❖ Accountability
- ❖ Cost Control
- ❖ Integrity and Impartiality
- ❖ Commitment

Our 20+ year relationships with our public clients are continuing testimony to our long-term successful achievement of this mission.

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CONSULTANT SERVICES CONTRACT

THIS CONSULTANT SERVICES CONTRACT ("Agreement"), entered into this May 21, 2026 ("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 Aleshire & Wynder, LLP a California Limited Liability Partnership located at 1 Park Plaza, Suite 1000, Irvine, CA 92614 (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 General Counsel services.

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

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

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

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

1. **TERM.**

The term of this Agreement shall commence on the Effective Date and end on April 30, 2029, 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 pursuant to the terms of this Agreement, 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 be liable or obligated to perform Services in excess of 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 in accord with this Agreement 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.

2.6 Fidelity Bond: If Consultant, its officers, employees, subcontractors, agents, volunteers, or representatives interact with money or securities in or arising out of the performance of this Agreement, Consultant shall maintain a fidelity bond that fulfills the following requirements.

AHA must be designated as the obligee, and Consultant as the principal.

Consultant's fidelity bond must be for a minimum of the sum of the gross potential rental income for two months plus the amount of the security deposits for property management services.

Consultant's fidelity bond must provide blanket coverage that includes Consultant and all its officers, employees, subcontractors, agents, volunteers, or representatives who may have access to money and securities arising out of or in connection with the Consultant's performance of this Agreement.

The bond shall cover losses including, without limitation, those arising from forgery or alteration, computer fraud, funds transfer fraud, counterfeit money and money orders, burglary, robbery, theft, embezzlement, employee dishonesty, and misplacement of money and securities.

The bond shall not contain a condition requiring arrest and conviction.

Prior to the commencement of the work, Consultant shall deliver to AHA an assurance letter, or similar documentation, from the bonding company or agency declaring the type of bond, the obligee (AHA) and principal (Consultant), amount of coverage, coverage period, and the annual cost of the bond.

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 Fifty Thousand Dollars(\$250,000), 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. Consultant shall not be liable or obligated to perform Services in excess of the fee stated in this section.

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 and Consultant's candidate has accepted an offer that has been made by AHA. For this Agreement, invoices can be submitted by email to primary contact (below) with a copy to accountspayable@alamedahsg.org or on the AHA's vendor portal.

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501-2161
ATTN: Vanessa Cooper
(510) 747-4320

Email: vcooper@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, the date of performance, the associated time for completion; and an invoice total.

All contracts over \$5,000 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.

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

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

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

7. **INDEPENDENT CONTRACTOR.**

The Consultant is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of AHA. It is expressly understood and agreed that the Consultant (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which AHA's employees are entitled, including but not limited to overtime, any retirement benefits, injury leave or unemployment insurance, workers' compensation coverage, vacation, and/or sick leave. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.. 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.

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 To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless, including the cost to defend, the Housing Authority of the City of Alameda, its affiliates Alameda Affordable Housing Corporation and Island City Development, their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, volunteers, agents, and representatives (individually and collectively hereinafter referred to as "Indemnitees") from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, independent contractors, agents, or representatives in the performance of services under this contract. This indemnity does not apply to liability for damages arising from the sole negligence or willful acts of Indemnitees. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

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 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 are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

10.4 These defense and indemnity obligations shall survive the termination and expiration of this Agreement and are independent of and not in any way limited by the insurance requirements of this Agreement.

11. **INSURANCE.**

Without limiting or diminishing the Consultant's obligation to indemnify, defend, and hold AHA harmless, Consultant shall procure and maintain, or cause to be maintained, at its sole cost and expense, insurance coverage in compliance with Exhibit C on or before the commencement of the terms of this Agreement.

12. CONFLICT OF INTEREST.

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

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

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

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

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

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

13. PROHIBITION AGAINST ASSIGNMENTS.

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be

construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

14. **SUBCONTRACTOR APPROVAL.**

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

15. **PERMITS AND LICENSES.**

Consultant shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to AHA, including, but not limited to a City of Alameda business license. Consultant warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Alameda, the City of Alameda and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

16. **REPORTS.**

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

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

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

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

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

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

17. **RECORDS.**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AHA that relate to the performance of services under this Agreement. Consultant shall maintain adequate

records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. With reasonable notice, Consultant shall provide free access to the representatives of AHA or its designees to such books and records during normal business hours; 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 the performance of 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:

Aleshire & Wynder, LLP
Adrian R. Guerra
1 Park Plaza, Suite 1000
Irvine, CA 92614
aguerra@awattorneys.com
(949) 223-1170

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, 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 provided through the date of termination. Consultant shall provide documentation deemed adequate by AHA to show the services actually completed by Consultant prior to the date of termination, no later than 30 days after the date of termination. This Agreement shall terminate on the date of the written Notice of Termination delivered to Consultant.

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

20.4 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.

20.5 Removal and Replacement of Consultant Employee.
If Consultant's staff member assigned to perform direct hire placement services for the AHA is: a) determined unsatisfactory by AHA, or b) terminates employment with Consultant while working at AHA, Consultant agrees to notify AHA in writing within four business hours for confirmation of the assignment of another qualified Consultant employee who will report to the job on the next business day as a replacement.

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, including, but not limited to state prevailing wage laws to the extent applicable, 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, AHA may offset the amount disallowed from any payment due to Consultant under this Agreement.

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

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

26. **LABOR STANDARDS.**

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

27. **SOCIAL MEDIA/ADVERTISEMENT.**

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

28. **CONFIDENTIALITY.**

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

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

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

29. **WAIVER.**

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

30. **CAPTIONS.**

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

31. **ADMINISTRATION.**

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

32. GENERAL.

32.1 The Consultant shall comply with all applicable Federal, State, and local laws and regulations. The Consultant will comply with all applicable AHA policies and procedures set forth in this Agreement. In the event that there is a conflict between the various laws or regulation 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 at the relevant contract rates.

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

32.7 Limitation of Liability. Circumstances may arise where, because of a default on Consultant's part or other liability, the AHA is entitled to recover damages from Consultant. Regardless of the basis on which the AHA is entitled to claim damages from Consultant (including breach, negligence, misrepresentation, or other contract or tort claim), Consultant's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to four times the contract amount of this Agreement.

32.8 Under no circumstances is either party liable to the other for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

32.9 EXCEPT AS SET FORTH IN EXHIBIT A, CONSULTANT MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

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). Notwithstanding anything to the contrary in this Agreement or any exhibit hereto, AHA acknowledges that this Agreement is not a contract for construction or repair services; Consultant, contractors, its sub-contractors, consultants, and sub-consultants shall comply with, and are subject to, the following requirements only to the extent they are applicable, and only to the extent as such federal laws, rules, regulations and Executive Orders may have been modified, amended, supplanted or rescinded:

33.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60): The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by AHA setting forth the provisions of this non-discriminating clause.

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

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

33.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with

Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

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

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

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

34. **BUILD AMERICA, BUY AMERICA COMPLIANCE**

34.1 Applicable law: Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD. Build America, Buy America Act is defined in 2 CFR 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/build_america_buy_america.

34.2 BABA Compliant/Non-BABA Compliant Proposal Submission Requirements .

Consultant has complied with, and shall continue to comply with, the following requirements in connection with the procurement relating to this Contract (for purposes of this section 34, the term "bidder" means the Consultant):

Consultant submitted both BABA compliant and non-BABA compliant proposals:

The AHA is requiring bidders responding to this solicitation to provide alternative responses depending on whether the bidder responding to the solicitation is successfully able to find the necessary BABA compliant products:

- i. Bidders that are successful in finding needed BABA compliant products shall respond to this solicitation with two responses: one that is BABA compliant and one that is not;
- ii. Bidders that are not successful (or only partially successful) shall respond by submitting a complete response that is not BABA compliant as well as a response that indicates that the bidder was unable to find the necessary BABA compliant products, and submit documentation compliant with the following minimum due diligence search requirements in lieu of a BABA compliant response to the solicitation:
 - (1) For micro purchases as defined by 2 CFR part 200 with procedures described in 2 CFR 200.320):
 - a. Bidder must search for the required product using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
 - b. If none of the top 10 results of the search indicate that the product is made in America, the bidder is not required to search further;
 - c. If one or more of the search results indicates the product is made in America, the bidder must take the additional step of contacting the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product maker either confirms that the product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the bidder is not required to search further.
 - (2) For small purchases as described in procedures in regulations at 2 CFR 200.320(a)(2):
 - a. Bidder must search for the required product using at least two search attempts either using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
 - b. If none of the top 20 results of both searches indicate that the product is made in America, bidder is not required to search further;
 - c. If one or more of the search results indicates the product is made in America, bidder is to contact the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product makers either confirm that the maker’s product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the bidder is not required to search further.
 - (3) For purchases that meet or exceed the simplified acquisition threshold amount as defined 2 CFR 200.1:1:
 - a. The bidder must search for the required product using at least three search attempts either using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
 - b. If none of the top 30 results of both searches indicate that the product is made in America, the bidder is not required to search further;
 - c. If one or more of the search results indicates the product is made in America, the bidder is to contact as many makers as the search results indicate are made in America, up to a maximum of five products, by email or by phone to confirm that the product meets the BABA requirements for the product. If the contacted product makers either confirm that the maker’s product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within five business days, the bidder is not required to search further.
 - (4) Bidder shall document compliance with the minimum search requirements discussed above including:
 - a. Copies of searches used (e.g. PDF/JPEG copies of web pages showing search terms and results);
 - b. Copies of email correspondence with product makers;
 - c. Records of phone contacts with product makers, including;

- i. Dates and times of phone communications;
 - ii. phone numbers used;
 - iii. Whether the phone communication was successful in making it possible to reach a staff person for the product maker able to respond to questions about BABA compliance, or whether the attempt at communication was unsuccessful (e.g., left a message, phone line was busy, or phone line was disconnected);
 - iv. If the phone communication resulted in reaching someone, the name of the person contacted; and
 - v. Notes describing the substance of the conversation (e.g., manufactured product is assembled in U.S., but the manufacturer is uncertain whether 55% of the value of the materials/components are sourced in the U.S.).
35. **HUD Requirements.** Consultant agrees to comply with all relevant HUD requirements, including those set forth in the General Conditions for Non-Construction Contracts, form HUD-5370-C (11/30/2023), attached hereto as Exhibit "D" and incorporated as if fully set forth herein. In the event of a conflict between the provisions in the body of this Contract and Exhibit "D", the provisions set forth in Exhibit "D" shall prevail.
36. **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.
37. **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.
38. **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.
39. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:
- i. Exhibit A - Scope of Services
 - ii. Exhibit B - Fee Schedule
 - iii. Exhibit C - Insurance Requirements for Consultants
 - iv. Exhibit D - Form HUD-5370-C

[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"

ALESHIRE & WYNDER, LLP

By: _____

Name: Adrian R. Guerra

Its: Partner

"AHA"

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

By: _____
Vanessa Cooper, Executive Director

By: _____

Carly Grob, Board of Commissioners Chair

EXHIBIT A
SCOPE OF SERVICES

AHA Standards and Requirements for General Counsel

- **Assignments of work:** Counsel is managed through the Executive Director, unless otherwise delegated. Work is generally assigned on an “as needed” basis apart from routine tasks and meetings. Counsel will perform only work which is authorized by AHA.
- **Billing:** Timely, accurate billing is expected, separated by case/project. Billing should include a statement of any past due amounts. Counsel must be paid through EFT or ACH.
- **Board Meetings:** Counsel shall attend meetings, including the AHA Board of Commissioners and its legal affiliates’ board meetings, as requested remotely or in person, as determined by the Authority.
- **Changes in the law:** Counsel will proactively alert the Authority to changes in the law or regulation that may impact its business.
- **Conflict of interest:** Counsel will not undertake any representation or other relationship that places it in an actual or potential conflict of interest position with any other entity. Counsel shall submit a conflict of interest statement annually in January using the follow link <https://form.alamedahsg.org/Forms/A4Gpo>. Counsel shall also inform AHA of any new conflicts of interest as soon as they occur. Counsel may be removed from specific projects where there is no waiver or letter for joint counsel. Counsel or firm shall be responsible for timely disclosure of all current and known future projects which may cause conflict of interest during the contract. Any consent and/or waiver to the conflict must be obtained in writing and is generally only given with Board approval. Counsel or firm will provide conflict of interest waivers, letters of joint representation etc. for the Board to review for all conflicts within 60 days of the award or amendment and when new conflicts arise.
- **Deadlines:** AHA is a fast-paced and rapidly-growing agency with a wide range of legal needs, some of which are needed at short notice. Work products shall be provided within 2 business days unless a different deadline is agreed between the firm and the Executive Director or designee. Routine communications via phone and/or emails shall be responded to within 24 hours, except for weekends and holidays. Counsel will meet deadlines as agreed and provide routine updates.
- **Fair Housing:** Counsel is required to promote fair housing and comply with the Fair Housing Act and fair housing laws and regulations.
- **Form 700:** General Counsel (and other counsel as necessary) shall submit a California Form 700 (Statement of Economic Interest) within 30 days of the contract being signed and annually thereafter in accordance with state timelines. This shall be submitted through AHA’s online system.
- **Insurance:**-See also insurance requirements via Exhibit E- Attachment C- Counsel shall submit proof of insurance upon contract execution and annually in January and must include AHA and its affiliated entities as additionally insured. Counsel must also have Cyber Liability insurance.
- **Records:** All documents and products created by the General Counsel and any subcontractors exclusively for AHA , shall become the exclusive property of AHA. Counsel shall be required to retain all pertinent records in accordance with AHA’s Records Retention Schedule and for a minimum of the duration of the contract, plus additional years, as indicated by AHA’s Record Retention Schedule.-Counsel has been provided with the Record Retention Schedule- AHA, HUD, and the Comptroller General of the United States shall at all times have access to any books, documents, papers, and records of the Counsel which are directly pertinent to the specific contract for the purpose of audit, examination, or for excerpts or transcripts.
- **Replacement Counsel:** Firm shall provide replacement counsel to meet expectations if assigned counsel is unavailable.
- **Response to Auditors:** Counsel will be required to respond timely to requests from the Authority’s outside auditors annually.
- **Staff meetings/reports:** Counsel may be required to attend a weekly or monthly meeting and/or provide a weekly or monthly written report as determined by the Authority.
- **Subcontractors:** Counsel will hire only additional counsel (sub-contractors) with the express written authorization of AHA. All subcontractors are subject to the approval of AHA.

- **Use of AHA’s case management system of record:** Counsel is required to utilize and upload legal case documents timely to Authority’s assigned software, currently MyCase. A license and training will be provided by AHA.
- **Work standards:** All work to be performed by AHA’s Counsel is to be performed in accordance with professional standards, HUD regulations, requirements and criteria and local codes, regulations, ordinances, and statutes. All documents produced under contract to AHA must be submitted in a format to which both parties agree.
- **Evaluation:** General Counsel may be evaluated by the Board and Executive Director periodically as needed and especially before any contract renewal or extension. The Evaluation will occur in closed session to the extent permissible by law.

General Counsel

- Confer with and advising the officers, employees, and members of the Board of Commissioners of the Authority on legal matters and issues when requested.
- Provide regular and timely updates to key legislation, policy or regulation changes that impact the activities of AHA and its affiliated entities, including but not limited to State and Federal law changes for government agencies, public officials-and housing and HUD regulations.
- Research, interpret laws, proposed legislation, case law, and other statutory authorities pertaining to Federal, State and local government on the following topical areas: housing, housing programs, affordable housing finance, real estate development, procurement, and contracts.
- Research, interpret, and provide legal guidance on administrative and governance matters, including but not limited to, matters under the Freedom of Information Act and-California Public Records Act, the Ralph M. Brown Act, Political Reform Act, and similar laws. Prepare articles of incorporation, partnership agreements, bylaws, resolutions, and similar documents for Authority and its affiliates as needed.
- Provide routine legal guidance and consultation on matters relevant to Authority ‘s functional areas such as Housing Programs, Real Estate Development, Asset Management, Human Resources, Finance, Administrative Services, and Information Technology, as needed.
- Attend weekly legal “General Counsel (GC) office hours” meeting with the Executive Director and staff at a fixed time and provide guidance on issues discussed.-An advance agenda is provided. Provide timely updates to GC meeting agenda items and issues discussed in the GC meeting.
- Respond to or assist staff in responding to legal notices. Represent the Authority before courts of law and administrative agencies, if requested.
- When litigation commences and General Counsel is appointed as lead counsel, lead preparation of a defense, update the Authority as necessary, act as lead counsel including but not limited to court appearance, pretrial preparation, filing of motions, discovery and negotiations, provide legal research, legal analysis, factual information, investigations. (Note: most litigation is contracted with the insurer’s chosen legal provider under a separate contract with the insurance provider).
- Prepare legal opinions, position papers, oral or written reports on any matters outlined above and advise the Board of Commissioners and staff, accordingly. Recommend the retention of specialized legal counsel, when appropriate
- Review all hearing decisions prior to issuance.
- Review of Public Records Act requests, county records, and legal documents, papers, contracts, agreements, upon request and such other legal drafting may be required.
- Provide annual in-person training of staff and Board on Brown Act and Public Records Act.
- Provide, with Staff input, a quarterly written legal update to the Board.
- Conduct conflict of interest reviews in relations to Board members, Staff and Vendors.

General Counsel role relating to Public Meetings and Board business.

- In-person attendance and guidance during any and all Housing Authority Board of Commissioners meetings (regular or special) and all affiliate Board meetings.
- Review all agendas before publication,as to form and consistency between captions and memos. Review the content of memos that relate to compliance with Board, and_ HUD, matters and on-any agenda items where General Counsel are also lead counsel or a review is requested. Provide comments in accordance with the Authority’s Board preparation timeline and in the Authority’s designated software system.

- Be available for questions and consultation from 12 noon – 2pm on the day of packet publication and from 12 noon -2pm on the day of the Board meeting.
- The attorney attending the meeting will ensure they have reviewed the Board packet prior to the meeting.
- Attend a monthly pre-board meeting with Board Chair and Executive Director (remote).
- Attend the Board of Commissioner and all affiliate Board meetings in person.-Respond to questions and interject in the meeting, if needed, and address any issues of legal, bylaw or Robert's rules compliance.
- Guide closed session discussions during meetings (except Executive Director's evaluation). to ensure Brown Act compliance.
- Review draft minutes and approve final as to form only. Ensure form of minutes and agendas comply with the Bylaws.

EXHIBITS
FEE SCHEDULE

Consultant Name Aleshire & Wynder, LLP	Position	Hourly Fee YEAR 1	Hourly Fee YEAR 2	Hourly Fee YEAR 3	Hourly Fee YEAR 4	Hourly Fee YEAR 5
General Counsel Services	Partners	\$340	\$350	\$360	\$370	\$380
	Senior Associates	\$320	\$330	\$340	\$350	\$360
	Associates	\$300	\$310	\$320	\$330	\$340

Travel time for attorneys will be billed in accordance with the following structure:

Attorney Time for Travel shall be implemented as follows:

- Travel between Attorney offices (Irvine, Los Angeles, Fresno, Bay Area, or San Diego) and the Agency’s office will be limited to a maximum of 2.5 hours each way, billed at a rate of \$250 per hour.
- Travel within Alameda County for attendance at in-person meetings, court appearances, depositions, administrative hearings, or other meetings and appearances will be billed based on actual travel time each way at a rate of \$250 per hour.
- Travel between Attorney offices (Irvine, Los Angeles, Fresno, Bay Area, or San Diego) to other locations on behalf of the Agency, such as Sacramento or Washington, D.C., will be billed based on actual travel time each way at a rate of \$250 per hour.
- Travel expenses, including mileage or other transportation costs, will be billed in accordance with the Housing Authority of the City of Alameda’s Travel Procedures (Attachment F). Mileage reimbursement will be calculated using the current IRS mileage rate, when applicable.

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the Agreement, 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:

- **IF APPLICABLE: Tenant Discrimination:** For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under the California Civil Rights Department (CRD) and HUD in Consultant's Commercial General Liability policy, or Professional Liability/Errors and Omissions (E&O) policy, or in a separately maintained Tenant Discrimination insurance policy.
- **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 \$2,000,000 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.
- **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 \$1,000,000 for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the Agreement.
- **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.
- **IF APPLICABLE: Sexual Abuse or Molestation (SAM) Liability:** Consultants that may interact with children or vulnerable adults must retain SAM insurance. If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

- **IF APPLICABLE: Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 in the aggregate. 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of work.

- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the Consultant is accessing, collecting, storing, or transferring Personally Identifiable Information (PII), Personal Health Information (PHI), Payment Card Information (PCI), or medical information on staff, tenants, 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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology service (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 must be no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate.

- If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement 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 Agreement 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 Agreement effective date, the Consultant 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 Professional Liability policy, such property coverage of the AHA may be endorsed onto the Consultant's 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 legal affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries and legal affiliates, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (Additional Insureds), are to be covered as additional insured on the CGL policy and, if applicable, the Cyber Liability 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. If CG 20 10 11 85 is not available, endorsement must be at least as broad as the addition of both CG 20 10 and CG 20 37; or CG 20 38 and CG 20 40.
- **Primary Coverage:**
 - For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory with coverage at least as broad as ISO CG 20 01 04 13 as respects Additional Insureds.
 - Any insurance or self-insurance maintained by Additional Insureds shall be excess of the Consultant's insurance and shall not contribute to it.
- **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.
- **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 immediately terminate this Agreement.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to 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.
 - Consultant shall furnish AHA with a complete copy of any Excess/Umbrella policies, with all endorsements, maintained by Consultant before work begins.
 - 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 Risk or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

EXHIBIT D
FORM HUD-5370-C1
GENERAL CONDITIONS FOR NON-CONSTRUCTION
CONTRACTS

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370C1.pdf>



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

To: Board of Directors

From: Sylvia Martinez, Director of Housing Development

Prepared By: Sylvia Martinez, Director of Housing Development

Date: May 20, 2026

Re: Authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village; In Connection with the Refinance Strategy Authorize the Housing Authority of the City of Alameda (AHA) to Utilize AHA Reserves to Pay Off the Balloon Payment due to PNC Bank, N.A. of an estimated amount of \$8.24 Million by August 1, 2026; or in the alternative Authorize the Executive Director or designee to Execute all Documents Required and Necessary for an Extension of the PNC Loan for up to 90 Days; or in the alternative Authorize and Direct the Executive Director or designee to Seek a Short-Term Bridge Loan; or in the alternative Authorize and Direct the Executive Director or designee to Create a Limited Liability Company as needed, for the Transaction.
12.F.

BACKGROUND

Eagle Village and Parrot Village share a single mortgage which is scheduled to mature on August 1, 2026 with PNC Bank, N.A. (as servicer for Fannie Mae). On March 2, 2026, staff issued a Request for Proposals to refinance the properties, either separately or together. The proposals were due on April 6, 2026. Five proposals were received in response to this procurement. All the proposals were from experienced lenders or originators of Fannie Mae and Freddie Mac loans.

Proposals have been reviewed by staff and the following discusses the opportunity and timing of this refinance. The current balance of the existing loan is a balloon payment and is estimated at \$8.24 million due August 1, 2026 (as this is a weekend, the loan must be paid off by July 31, 2026).

With the current proposals, staff believes that the original transaction of refinancing the existing loan by August 1, 2026 (at a minimum amount of the existing debt plus new loan costs, with potential extra proceeds), is possible but may not be financially preferable. The current discussion below provides a roadmap for an improved transaction in 2027.



DISCUSSION

There is substantial interest in this refinance, and all the applicants are experienced lenders or originators of Fannie Mae and Freddie Mac loans that have the capacity to complete the transaction. Staff is reviewing responses to the Request for Proposals and is considering the environment for different loan sizes, lengths of term, timing and other transaction points. Staff has received feedback on several considerations:

1. Tight timing – The bidders shared that 60 days is the bare minimum for a closing, so a decision must be made before June 1, 2026 to achieve that closing deadline.
2. Improvement on Occupancy - Current vacancies at the properties are higher than recent years. A focused marketing plan is in progress for both sites and the Housing Authority of the City of Alameda (AHA) staff are working closely with Asset Living on leasing. If the transaction were postponed until the fall, additional occupancy and maximizing income could result in improved loan underwriting. For example, Fannie Mae and Freddie Mac, which can provide better rates for affordable housing, require several months of the higher occupancy at a minimum of 90%. This would require at least a 3-month loan extension with PNC Bank, N.A.. As of May 2026, the leased percentage of each property is 83% and 88% for Eagle Village and Parrot Village, respectively. Staff expect most remaining vacancies to be filled by July 1, 2026. A loan extension should be requested no later than June 1, 2026, and would cost 0.5% or approximately \$50,000 in fees (with legal fees). The interest rate, which is currently sub-3%, would also rise by about 400 basis points (4%) for the period of the extension (about \$85,000 total).
3. Preference for a Single Asset Entity (SAE) - Several lenders have shared the requirement that the properties be held in one separate legal entity, such as a Limited Liability Company (LLC); this is called a Single Asset Entity (SAE). An SAE provides a cleaner claim to the property for the property from the vantage point of the lenders. Alameda Affordable Housing Corporation (AAHC) currently owns multiple properties, and issues at one property could affect the financial underwriting of a separate property. Creation and operation of an SAE creates additional administrative work for AHA staff and may require that the properties file an annual welfare tax exemption (under AB 1528, AAHC properties do not apply annually, as they receive the governmental exemption, but an SAE may not qualify for this exemption). The entity would have to pay state registration taxes of approximately \$1,000/year and would need a separate audit and tax return of approximately \$20,000/year.
4. Potential change of property management firm – AHA and its affiliates are currently rebidding for property management services, as the current contracts will end in 2026. The timing of any property management changes during the remainder of 2026 are complicated, if this refinance transaction occurs at the same time. The new lender will want to underwrite the professional property management. Although there is the potential to change at a later date, a property management company must be in place at closing. It would be preferable to have a selected property manager in place for any new lender's review.
5. Lack of a full refinance strategy – AHA and AAHC rely on its larger, stronger properties such as Eagle Village and Parrot Village to provide cash flow to grow its mission. In particular, cash flow from the larger properties supports reserves that pay for repairs and renovations throughout the portfolio, offsets the operational cost funding limitations of federal Housing Voucher Program, supports smaller properties that



provide vibrant housing alternatives in the City of Alameda, and contributes to the production fund to create new affordable homes in Alameda. The Board and staff could benefit from additional time to consider the future uses of additional loan proceeds to achieve the most immediate and highest priorities of the agency. As part of the reserves strategy, borrowing these funds come at a economic cost and commit the agency to long-term must-pay debt, and so should be strategically considered. Additionally, the current lender has indicated some work that should be completed in the next 6 months, including removal of dead pine trees at Parrot Village adjacent to the parking lot, and the filling of a large settlement crack at Eagle Village. AHA staff and Asset Living (property management) are currently in the process to bid out this work. Internally, AHA staff has discussed changes to the property, including an addition of an ADU unit, and conversion of a 4-bedroom unit to a 3-bedroom unit with the intent of creating an additional office. It would be preferable to incorporate these projects into a longer-term refinancing scheme.

6. North Housing Stabilization – Work on the permanent loan conversions for Estuary I and Linnet Corner is slated for the Summer 2026. Staff's attention must be focused on these 2 properties due to investor and lender considerations for low-income housing tax credits. Permanent loan conversion is one of the last steps for submission of the placed-in-service package to the California Tax Credit Committee. Without this package and receipt of the tax credit forms, there could be a substantial delay in 3rd party equity in these transactions, which cascades into delays to developer fees owed to AHA and Island City Development.
7. Alternatives to an extension of the existing loan:
 - a. AHA, through a loan to AAHC from AHA reserves, could pay off the existing PNC Bank loan with a refinance at a later date, ideally in early 2027. This alternative means a short-term use of operating reserves from AHA, reducing its liquidity. However, this also deleverages AHA from interest rate risk due to economic uncertainty and eases the financial burden to these two sites. AHA would charge interest to AAHC, at a minimum, to offset the loss of income that would normally be derived from investment. AHA's current LAIF/CAMP investments have a yield of less than 4%, which could be the baseline interest rate charged by AHA to AAHC (Eagle Village/Parrot Village). Additionally, AHA currently has a seller loan with AAHC for these 2 properties that requires payment based on residual receipts and could be increased to add any new funding provided by AHA. With the existing loan to PNC Bank paid off, additional cash flow generated from the properties (12 month run rate of net operating income from April 2025 through March 2026 is approximately \$1.9 Million) could replenish the AHA Reserves with payments coming in monthly.
 - b. AAHC could obtain a third party bridge loan to pay off the existing loan and refinance at a later date. A survey of bridge loans indicates that they generally cost 1% in fees (double the extension fee) but can be available for multiple years. The interest rates quoted are 4-5%, if subsidized, or closer to 7-8% if not subsidized. This route would have extremely tight timing, as 60 days is not a long period of time to negotiate and underwrite with an entirely new lender.

Both alternatives to an extension of the existing loan (6a and 6b above) would be followed up with a plan to refinance in 2027 once occupancy improves, anticipated property management changes (if the incumbent property management company does not win the bid), creation of



the Single Asset Entity and a clear plan of how the refinance strategy for these properties is created and approved by the AHA and AAHC Boards.

A chart with these alternatives and issues is attached and may be useful in comparing the pros and cons of the alternatives.

Staff requests direction from the Board, and also authority for the Executive Director/Secretary to undertake any needed activities to implement that direction. This authority could include:

1. Refinance option: Authorize AHA and AAHC to proceed with a refinance transaction before August 1, 2026, likely focused on refinancing the existing debt with limited excess proceeds.
2. Paydown option: Authorize AHA to pay down the loan to PNC Bank on behalf of AAHC by August 1, 2026 and Execute All Documents Related to this Transaction
3. Extension option: Authorize the Executive Director to Execute all Documents for an Extension up to 90 Days
4. Bridge loan option: Authorize the Executive Director to Seek a Third-Party Bridge Loan from a third party lender
5. SAE: Authorize the Executive Director to Create a Limited Liability Company or other single asset entity, if needed

Staff plans to bring the recommended and negotiated final transaction and deal points to the Board in June 2026 for final approval if an extension or pay off of the PNC Bank loan are authorized.

FISCAL IMPACT

The current loan with an estimated balance of \$8,240,000 is maturing and needs to be paid by AAHC, extended or refinanced. Staff has received considerable interest in the refinance and anticipate having several options to either refinance the existing loan and its transaction costs, or to consider a larger loan that would yield proceeds for other purposes. The Eagle Village and Parrot Village properties would pay the costs of any extension or bridge loans, as well as principal and interest payments for any new mortgage, which would be secured against the real estate and be non-recourse to AAHC.

Staff has done a preliminary analysis of the impact of using AHA reserves in the short term to pay down the PNA loan. In April 2026, staff had conservatively projected \$20 million in Board approved encumbered reserves per the Reserves Policy, in which an approximate amount of \$7.3 million is set aside for the operating reserve that would not be impacted.

To cover the amount needed, staff proposes the following adjustments to use as temporary sources:

1. \$2.5 million previously unassigned in the 2026 Reserve Policy
2. \$1.5 million — Postpone work on the North Housing Master Plan
3. \$4 million – Postpone some Capital Improvement Plan (CIP) efforts, if needed. The 2026 Reserve Policy had allocated \$7.8 million. The Fiscal Year 26-27 work plan is \$2.2 million, so this work can continue to proceed. As staff plans the FY 26-27 budget,



it will need to carefully consider the timing of the Eagle Village and Parrot Village refinance that will repay AHA (along with any loan payments that may have been made during the year of carry) to allocate resources to CIP. Many CIP projects are also currently delayed due to the City's plan check process so it is unlikely that the impact will be substantial. It is also anticipated that operating cash flow from the larger properties will be able to support the funding of the CIP and not drawing on the reserves in the near term. Staff would still set the projects up (e.g. scoping, bidding and permitting) so they can be done when the Eagle Village and Parrot Village properties will be refinanced, likely in 2027.

Please refer to the Quarterly Finance Memorandum and Quarterly Investment Memorandum on the consent calendar for detailed current balances of operating cash and reserve balances.

AHA and its affiliates will have the following balloon payments that will require refinance or paydown in the next 10 years.

1. AHA due to Capital Impact for The Poplar – Estimated at \$2.6 Million in 2028. Funds to repay this loan are held in a restricted account and are not part of the \$20,000,000 above.
2. AAHC due to City of Alameda for Anne B. Diament Plaza - \$96,000 in 2028.
3. Sherman and Buena Vista, L.P. (Island City Development affiliate) due to California Community Reinvestment Corporation for Littlejohn Commons – Estimated at \$1.6 Million in 2034.

CEQA

Not Applicable

RECOMMENDATION

Authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village; In Connection with the Refinance Strategy Authorize the Housing Authority of the City of Alameda (AHA) to Utilize AHA Reserves to Pay Off the Balloon Payment due to PNC Bank, N.A. of an estimated amount of \$8.24 Million by August 1, 2026; or in the alternative Authorize the Executive Director or designee to Execute all Documents Required and Necessary for an Extension of the PNC Loan for up to 90 Days; or in the alternative Authorize and Direct the Executive Director or designee to Seek a Short-Term Bridge Loan; or in the alternative Authorize and Direct the Executive Director or designee to Create a Limited Liability Company as needed, for the Transaction.

ATTACHMENTS

1. Eagle and Parrot Village Refinance
2. EV PV Refinance Strategy Options

Respectfully submitted,





Eagle and Parrot Village Refinance

May 20, 2026

Sylvia Martinez
Director of Housing Development



www.alamedahsg.org



1

Original Dates

- March 4 – RFP for issued
- April 6 – Responses Due
- April 6-30 - Staff scoring. Interviews.
- May – Selection of top bidder. Due diligence starts
- June - Board approval of transaction
- July – Closing tasks
- August 1 (7/31/26) – Loan Maturity Date



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2

RFP Process Feedback

- Tight Timing
- Improvement on Occupancy
- Preference for an SAE (Single Asset Entity)
- Potential change of Property Management Firm
- Lack of a Full Refinance Strategy
- Conflict with other agency priorities – North Housing Stabilization



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Alternatives

1. Proceed with original refinance strategy by 8/1
2. Paydown Option – Lend AHA reserves to AAHC to paydown the loan to PNC Bank by 8/1/26.
3. Extension Option - Seek a 90 day extension from the existing lender.
4. Bridge Loan Option – Obtain a Third-Party Bridge loan to pay off the existing loan and provide time for refinance.
5. Creation of an SAE (as needed)



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4

Discussion Points

- Additional timing– How much is sufficient, i.e. 90 days or up to 2 years (bridge loan or AHA paydown)?
- Transaction costs – Preference is to reduce exposure to interest, taxes and administrative costs.
- Opportunity cost of using AHA reserves
- Use of an SAE (Single Asset Entity) – New to AHA



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Authorize the Executive Director to Implement a Refinance Strategy for Eagle Village and Parrot Village; In Connection with the Refinance Strategy Authorize AHA to Utilize AHA Reserves to Pay Off the Balloon Payment due to PNC Bank, N.A. of an estimated amount of \$8.24 Million by August 1, 2026; or in the alternative Authorize the Executive Director or designee to Execute all Documents Required and Necessary for an Extension of the PNC Loan for up to 90 Days; or in the alternative Authorize and Direct the Executive Director or designee to Seek a Short-Term Bridge Loan; or in the alternative Authorize and Direct the Executive Director or designee to Create a Limited Liability Company as needed, for the Transaction.



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Questions or Comments?



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Eagle Village and Parrot Village Options

#	OPTION	Pros	Cons	Risks	Mitigations
1	Refinance by 8/1	Meets deadline	May yield reduced proceeds; challenging timing for property management and other operational issues; refinance strategy for proceeds less - defined. Tight timing for operations and property management. Requires an SAE. Locks in to 5-10 years of must pay debt	Tight timing and reduced proceeds (although the minimum payoff is likely not at risk, just the opportunity for excess proceeds).	Select an experienced lending partner that can deliver on timing and the best combination of price, proceeds and term. Potentially decrease exposure to transfer taxes and property taxes by exercising AHA's option purchase the land and to ground lease (although this complicates the underwriting)
2	Obtain 3 month extension	Extends deadline to perform. Allows more time to work out property management or other issues (but not a lot of extra time). Refinances the loan and may provide proceeds	Costly. 3 months not sufficient time to explore a portfolio refinance strategy for proceeds completely. Requires an SAE. Locks into 5-10 years of must pay debt	Risks are the financial cost. 90 days gives some breathing room to the first scenario, but not a lot	Select an experienced lending partner that can deliver on timing and the best combination of price, proceeds and term. Potentially decrease exposure to transfer taxes and property taxes by exercising AHA's option purchase the land and to ground lease (although this complicates the underwriting)
3	Pay off loan with AHA reserves	Meets deadline. Extends deadline to perform to more than 90days. Most cost effective (AHA charge interest to offset lost investment income). Allows the most flexibility on timing to work on operational issues and to refinance at a later date. Provides substantial unrestricted annual cash flow to the agency. No need to create SAE immediately.	Opportunity cost - May slow other preservation or production activities that rely on a cash balance. Reduces the substantial liquidity that AHA has previously shown to other creditors (but AHA will continue to provide sufficient liquidity, just less additional reserve funds).	Low risk that the properties cannot be refinanced at a later date. Low risk that interest rates will rise.	Future interest rates may decrease. For liquidity, AHA expects other funds (developer fee, County assessor refunds, other cash flow from operations) to come in that continually add to liquidity.
4	3rd party bridge loan	Keeps AHA's reserves intact for other uses. Extends deadline for refinancing strategy. May not need an SAE immediately. Not a long term commitment	Costly product that usually is more cost effective on the multi-year term, rather than the short term (i.e. less than one year). Increases leverage on AHA assets. Requires all new underwriting of the sites and AAHC/AHA as guarantors.	Timing risk - This would require a new selection and underwriting process to happen very quickly. There is a fairly high risk that this cannot meet the 8/1 deadline.	There are few mitigations that can offset the timing risks of this strategy. It may be possible to get a loan from one of the current bidders, but that may require their take out product.
5	Creation of a Single Asset Entity	Lender preference. Limits liability.	May trigger transfer taxes on the change of ownership. Likely would require the properties to file the annual welfare exemption. Administratively burdensome and costly. Requires maintenance, annual state taxes and its own audit.	Greater risk of receiving only a partial property tax exemption.	HUD may also have a preference for single asset entities of the Housing Authority (as opposed to AAHC ownership).